



BRECKENRIDGE TOWN COUNCIL WORK SESSION

Tuesday, May 08, 2012; **2:00 PM**

Town Hall Auditorium

ESTIMATED TIMES: *The times indicated are intended only as a guide. They are at the discretion of the Mayor, depending on the length of the discussion, and are subject to change.*

2:00 - 2:45 PM	I	<u>SITE VISIT TO ARTS DISTRICT</u>	
3:00 - 3:10 PM	II	<u>PLANNING COMMISSION DECISIONS</u>	2
3:10 - 3:30 PM	III	<u>LEGISLATIVE REVIEW*</u>	
		Mechanical Mass	10
		Landscaping Guide	14
		Summit County IGA (Jointly Owned and Jointly Funded Open Space Parcels)	36
		Purchase Agreement for Upper Blue Sanitation District Parcel	58
		Purchase Agreement for Juventa Lode Open Space Acquisition	67
3:30 - 4:30 PM	IV	<u>MANAGERS REPORT</u>	
		Water 101 with Glen Porzak	Verbal
		Public Projects Update	78
		Housing/Childcare Update	Verbal
		Committee Reports	79
		Financials	81
		July 4th NRO concert	93
4:30 - 5:00 PM	V	<u>PLANNING MATTERS</u>	
		Arts District Discussion Plan & Update	94
		Air Quality	100
5:00 - 6:30 PM	VI	<u>OTHER</u>	
		Recreation Center Study & Update	102
		Public Works Yard Lease	110
		Summer Event Preview	111
6:30 - 7:15 PM	VII	<u>EXECUTIVE SESSION</u>	

Note: Public hearings are not held during Town Council Work Sessions. The public is invited to attend the Work Session and listen to the Council's discussion. However, the Council is not required to take public comments during Work Sessions. At the discretion of the Council, public comment may be allowed if time permits and, if allowed, public comment may be limited. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item. The public will be excluded from any portion of the Work Session during which an Executive Session is held. Report of the Town Manager; Report of Mayor and Council members; Scheduled Meetings and Other Matters are topics listed on the 7:30 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items.

MEMORANDUM

To: Town Council

From: Peter Grosshuesch

Date: May 2, 2012

Re: Town Council Consent Calendar from the Planning Commission Decisions of the May 1, 2012, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF May 1, 2012:

CLASS C APPLICATIONS:

1. Palomo Building Change of Use PC#2012029, 105 North Main Street
Change of use to existing mixed use building from general commercial (retail/office) use to a “snack-bar/deli” for use as a pommes frites (French fries) bar with on-site seating. Approved.
2. Roedel Residence Addition PC#2012030, 219 Byron Court
Addition to existing single family residence to create a total of 6 bedrooms, 8 bathrooms, 5,863 sq. ft. of density and 6,631 sq. ft. of mass for a F.A.R. of 1:11.90. Approved.

CLASS B APPLICATIONS:

None

CLASS A APPLICATIONS:

None

PLANNING COMMISSION MEETING

The meeting was called to order at 7:05 p.m.

ROLL CALL

Kate Christopher Dan Schroder
Gretchen Dudney Michael Rath Trip Butler
Gary Gallagher, Town Council Liaison

Dave Pringle and Jim Lamb were absent.

APPROVAL OF MINUTES

With no changes, the April 17, 2012 Planning Commission meeting minutes were approved unanimously (5-0).

APPROVAL OF AGENDA

With no changes, the May 1, 2012 Planning Commission meeting agenda was approved unanimously (5-0).

CONSENT CALENDAR:

- 1) Palomo Building Change of Use (MM) PC#2012029, 105 North Main Street
- 2) Roedel Residence Addition (MGT) PC#2012030, 219 Byron Court

With no requests for call up, the consent calendar was approved as presented.

TOWN COUNCIL UPDATE:

Mr. Gary Gallagher, Town Council Liaison, introduced himself and updated the Commission on what the Council is currently working on.

1. Three new appointees for BOSAC
2. Rodeo—the Council has approved moving forward with certain conditions for the event; were looking to make it 10 evenings (5 weeks), requiring a refundable deposit assuming all conditions are met; land shouldn't be given for nothing—suggestion to share the cash flow.
 - a. Mr. Schroder: Likes that the Town is going to support this (Mr. Gallagher: The Town got over 200 emails about this event; once the event is over in August, the Town will go back and do a survey of businesses and residents who live near the site.)
3. Town and County have agreed upon the architectural firm for the Harris Street CMC building—they will also study feasibility of a library in building along with secondary uses.
4. Riverwalk Center—looking at current program but potentially expanded program and uses for the facility; what are the needs within and without to support current and potential uses?
 - a. Mr. Schroder: Glad to hear that the group is thinking beyond just the building—internally and externally.
5. Public Works—IGA with CDOT on the roundabout will be moving forward (4 O'clock Rd.)
 - a. Ms. Dudney: Why a roundabout? (Mr. Gallagher: The traffic particularly builds up the winter and gets extremely backed up; you get better traffic flow with the roundabout; putting in a traffic light would limit the traffic movement. They are also going to figure out a way to make pedestrian crossing safer within that area.

WORKSESSIONS:

- 1) Pastor's House Restoration, Rehabilitation, Addition, Local Landmarking (MM) PC#2012031, 106 South Harris Street

Mr. Mosher presented a proposal to restore and add a full basement to the historic house, move the historic shed, and build a one-story addition to the south rear portion (attached to the existing non-historic portion of the house.)

Mr. Mosher explained that Policy 80A required connector links in three cases. 1. When the above ground density exceeds the standard 9 UPA, 2. When the masses of modules exceed that which is required in the Character Area, and 3. When the proposed addition is greater than 50% of the primary existing structure.

The average module size of historic homes in this Character Area is 1,500 square feet. With the total above ground density proposed at 2,120 square feet, the project needs to be broken into smaller modules. The back of the existing house has an existing non-historic addition with an east facing bay window.

The plans show that, after the removal of the bay window, the new addition and the historic shed (after being moved) will be attached to this non-historic portion without all of the required criteria as described in Priority Policy 80A (design of connector links).

The newly submitted drawing show that one portion of the addition generally meets the intent of Policy 80A. The connection of the historic barn does not.

The barn is currently located over the east property line beside the house in the Town alley and is proposed to be moved to accommodate the proposed addition. The architect/agent is showing the barn moved away from the south corner of the lot to the north corner, moved 22-feet and behind the house. Staff would recommend negative points at development review for moving the shed. The historic barn would no longer be a separate out-building and would become a part of the main house. Though the barn will have better exposure of the south wall, the historic outhouse will no longer be visible. Staff is not supportive of connecting the barn to the main house as shown. Does the Commission concur?

With this proposal, we are seeing the proposed addition to the historic house resulting in the shed being moved 22-feet north, connected to the house and the new addition proposed without connector elements. Staff asks the Commission to answer the following questions based on the Development Code:

1. Did the Commission have any general comments on the proposed site layout?
2. Did the Commission support moving the shed from the south corner to the north corner of the lot?
3. Did the Commission find that the proposed plan meets the connector requirements of Priority Policy 80A?

Commissioner Questions / Comments for Mr. Mosher:

Mr. Schroder: On page 34; 5-bullet items were presented—possibly bullets 1 and 2 are different now. From what you presented now, 1 and 2 are both now in compliance, is that right? (Mr. Mosher - Correct. Since the report was written and published, the agent has submitted changes for your review. I have placed these in front of you.)

Mr. Rath: When you talk about the connector in relation to the width of the rest of the building, does it include the roof overhang? (Mosher: No, just to the building corners.)

Mr. Schroder: Outhouse—was wondering about points and within Policy 80A, where does it say that we can't use a historic piece to be the connector? (Mr. Mosher: Policy 80A is an Absolute, hence points can't be assigned. Additionally, this policy asks for a connector when adding to a historic structure, not to use the structure as the link. In this case, the link is what is missing; Staff is not supportive of using historic structure as a link.)

Ms. Christopher: What is the different between connecting the outhouse to the house or to the connector link? (Mr. Mosher: The connector link would then be too small. Also, we want you to think about the preservation of character within the historic district and what it means to lose that

character.) Does the historic structure have to be left intact? (Mr. Mosher: If you moved the outhouse it would be assessed for points as if moving the whole structure since they are connected as one building.)

Ms. Janet Sutterley, Architect/Agent: People need to be able to develop their properties somehow. We need to be able to make them current with real uses and make them livable. What would I do if this were my own project? I would propose the same design. My clients want to add on another bedroom and have a den area somewhere. The property is under contract and it is contingent with what we can do with the property based on tonight's worksession. From what I understand it there are no Code issues from the addition to the south; we are not compromising the yard; the addition will sit back from the front—will be same size as the Pastor's house; would like to add a garage as well. The connector link requirement has been met or will be met with the addition to the South. Two major options are: #1: Leave the shed where it is or #2: move the shed to the northeast corner as presented.

1. Do you support having the shed in this corner?
2. Is there a way we can all look at this outhouse and how to use it as a connector or to not have it. Look at ways to utilize the outhouse.

The clients don't want to remove the non-historic addition—we don't want to remove a bedroom to build another bedroom — not a logical approach.

Reasons for moving the shed into the northeast corner:

- All sides of shed will be move visible from the alley in new location
- Horrible proximity of the adjacent yellow building to the current location of the shed
- All the sides will have more breathing room and will be more protected
- Sheds will be clustered together—will open them up (and avoid an abrupt change in scale)
- Opportunity to mitigate the look of the yellow house next to it.
- Will display the shed more
- Use shed as the second bedroom—we cannot do that in the location where it currently sits.

The yard will be shorter and wider once we move the south fence. We will lose a minimal amount of fabric using the outhouse as a connector, compared to building a new connector link. Ms. Sutterley also presented photos and exhibits for the Commission to view. (Mr. Mosher clarified that the shed currently sits 5 1/2-feet from the property line and after relocation, in either scenario presented, would be placed 3-feet from the property line.)

Ms. Dudney: If you didn't have the outhouse connection, why you would have a greater loss of fabric? (Ms. Sutterley: Displayed drawings of Options A and B showing where the shed is proposed to be moved. No way to make the shed a bedroom if it was detached from the house.) What is the use of the shed going to be? (Ms. Sutterley: It would have to be storage if not attached to house.) Circulation space to get to the bedroom/garage is an issue and important to the client.

Ms. Dudney: Did you look at moving the shed and rotating it? So you have the longer edge of the shed on the east side. (Mr. Mosher: The shed isn't sitting equally on the ground, it designed to follow a slope, so rotating the shed would not work on a flat surface.)

Mr. Schroder: I wouldn't be opposed to this as long as they meet the Codes. (Mr. Mosher: We need to have a passing point analysis and not losing any of the historic value.)

Ms. Christopher: If you were to put a connector link on any other side you would end up losing a significant amount of historic fabric? (Ms. Sutterley: The outhouse connector would be the same amount of space as a doorway connector.)

- Mr. Rath: What would be the problem with actually keeping the shed on the same plane and general location but moving it forward (west) and using it as the master bedroom? (Ms. Sutterley: You mean move it forward on the lot? To be substituted for the new structure?) (Mr. Neubecker: So the shed is visible from the street and the alley as it is now?) Yes. (Ms. Dudney: I thought you said the shed was built on a slope. Mr. Mosher - One could backfill it to some extent.) (Mr. Neubecker: We ultimately want to avoid moving the shed any more than it needs to.) I was trying to figure out how to make it more visible from Harris and the alley.
- Mr. Neubecker: Ms. Sutterley has proposed two proposals. Proposal A—what she wants to do. Proposal B is showing what they could also do. Does Proposal A meet the Code? If it doesn't then we need to identify where it doesn't and what we need to do to help them meet the Code.
- Mr. Schroder: Seems like we are all starting to get a little emotional about this. We can't be subjective but we can give suggestions on how they can meet the Development Code.
- Ms. Sutterley: I suggest we use the Secretary of the Interior Standards—they anticipate unique and project specific changes we can't see ahead of time; this is unique and they are all about rehabilitating the building and how to make it a useful structure. We need to look at the Historic Standards. (Mr. Neubecker - The Town's Standards are based in the Secretary of the Interior Standards and as these are the adopted documents, they supersede the Secretary of the Interior Standards.) I'd like to know your opinion about Option A. I don't know that moving the shed to the west is the correct thing to do but I am willing to look at that as an option. (Mr. Grosshuesch: I don't think there is a Code provision about moving the shed to make them visible—they are secondary to the original building, and don't need to be visible from the street. But, it has to be Code based. Retain historic structures on site with historical context, but it doesn't say that you can't move them.)
- Mr. Jeremy Fisher, builder: Has a degree in historic preservation. Most sheds read from the alley—with a historical interpretation and honoring some of that, the shed should remain on the alley where it was.
- Ms. Sutterley: Moving the shed forward will expose that entire yellow wall of the adjacent south building. (Mr. Grosshuesch: You don't have to build as much if you move it forward.)
- Ms. Dudney: The problem seems to be the outhouse. What happens if they want to remove it entirely? (Mr. Mosher: The Code allows removal and would get negative points.) (Ms. Christopher: Can the outhouse go somewhere else?) (Mr. Grosshuesch: If you took it off and put it somewhere else on the building then?)
- Ms. Sutterley: The shed is less than 50% of the building, so do we need to have a connector link for that? (Mr. Mosher: Yes, since it is historic fabric - see above.) (Mr. Grosshuesch: I think the module size is the problem because you must have a connector link.)
- Mr. Schroder: Seems like the outhouse is the problem for everyone. (Ms. Christopher: I feel like the outhouse could be considered a hardship—it is the sore thumb to the project.)
- Mr. Neubecker: Based upon the proposal, does it meet the Code? And if it doesn't—does it meet variance criteria?

Final Comments:

- Ms. Christopher: No, "A" doesn't meet Code. Feels there is a variance of hardship. Because Option B proposed creates hardship for the historic structure. Feel like the variance is better for the historic structure in giving it more space.
- Mr. Butler: No, "A" doesn't meet Code. Can't compare them. Appreciating that the clients are trying to make it work.
- Mr. Rath: Based on Code "A" does not work. Maybe a more creative way to look into this. Not a hardship case. There is a way to get more square footage with less footprint.

Ms. Dudney: Agrees with Mr. Rath. I can't approve option "A" since it doesn't meet Code. Would love to see it renovated but I can't see the basis for a variance.

Mr. Schroder: The outhouse is the issue. I would like to see it work but we need to angle on the Code and I can't support what I am seeing tonight.

Ms. Sutterley: To clarify on not supporting Option A, the primary reason is due to the outhouse/connector? Trying to understand and clarify the reading of the Code with your reasoning.

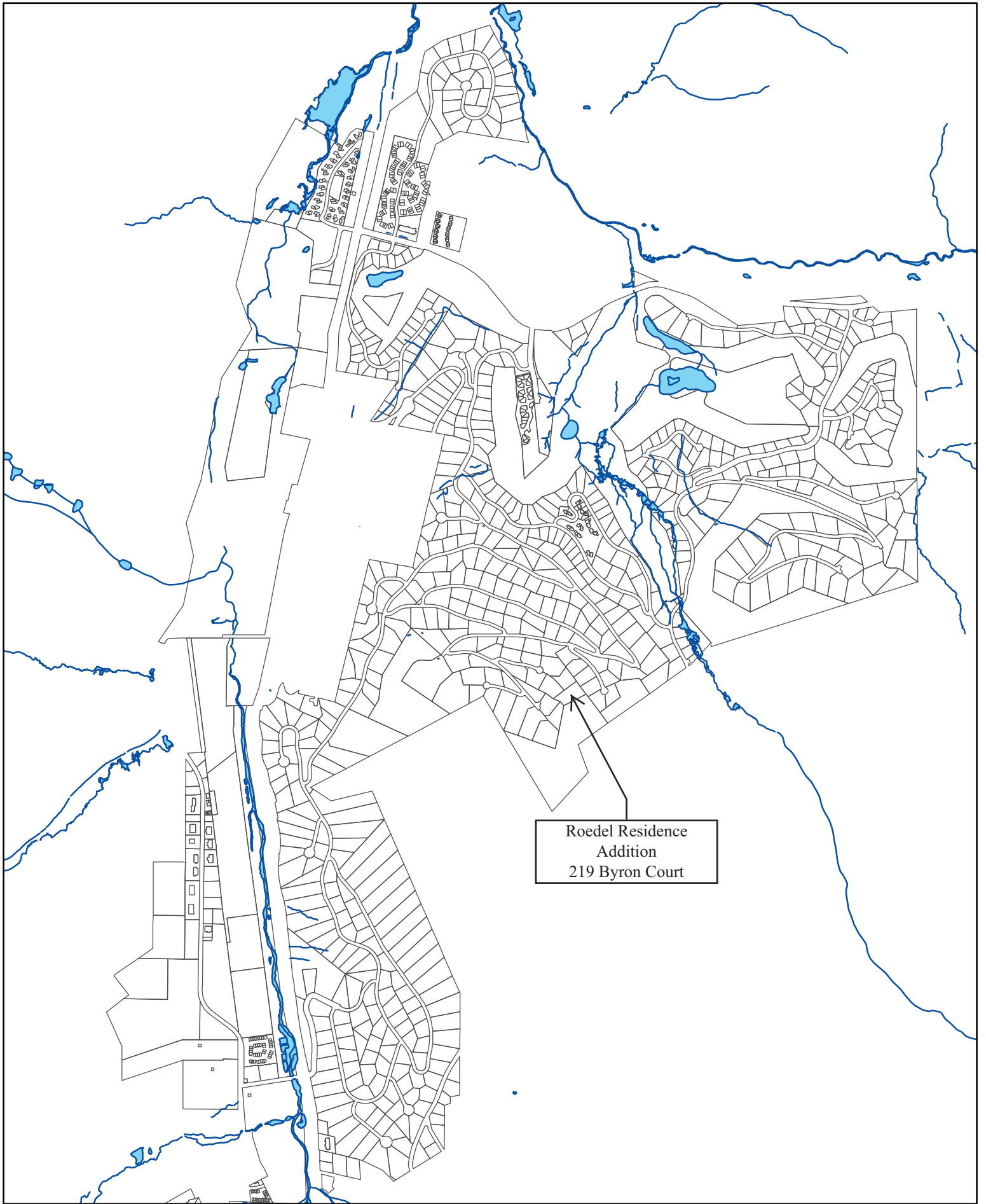
OTHER MATTERS:

Mr. Neubecker: We are not doing the joint meeting on May 8th. Apologize for that. Hopefully we can do it in the future and bring those issues up with the Town Council. No other matters to discuss.

ADJOURNMENT:

The meeting was adjourned at 8:33 p.m.

Dan Schroder, Chair



Roedel Residence
Addition
219 Byron Court



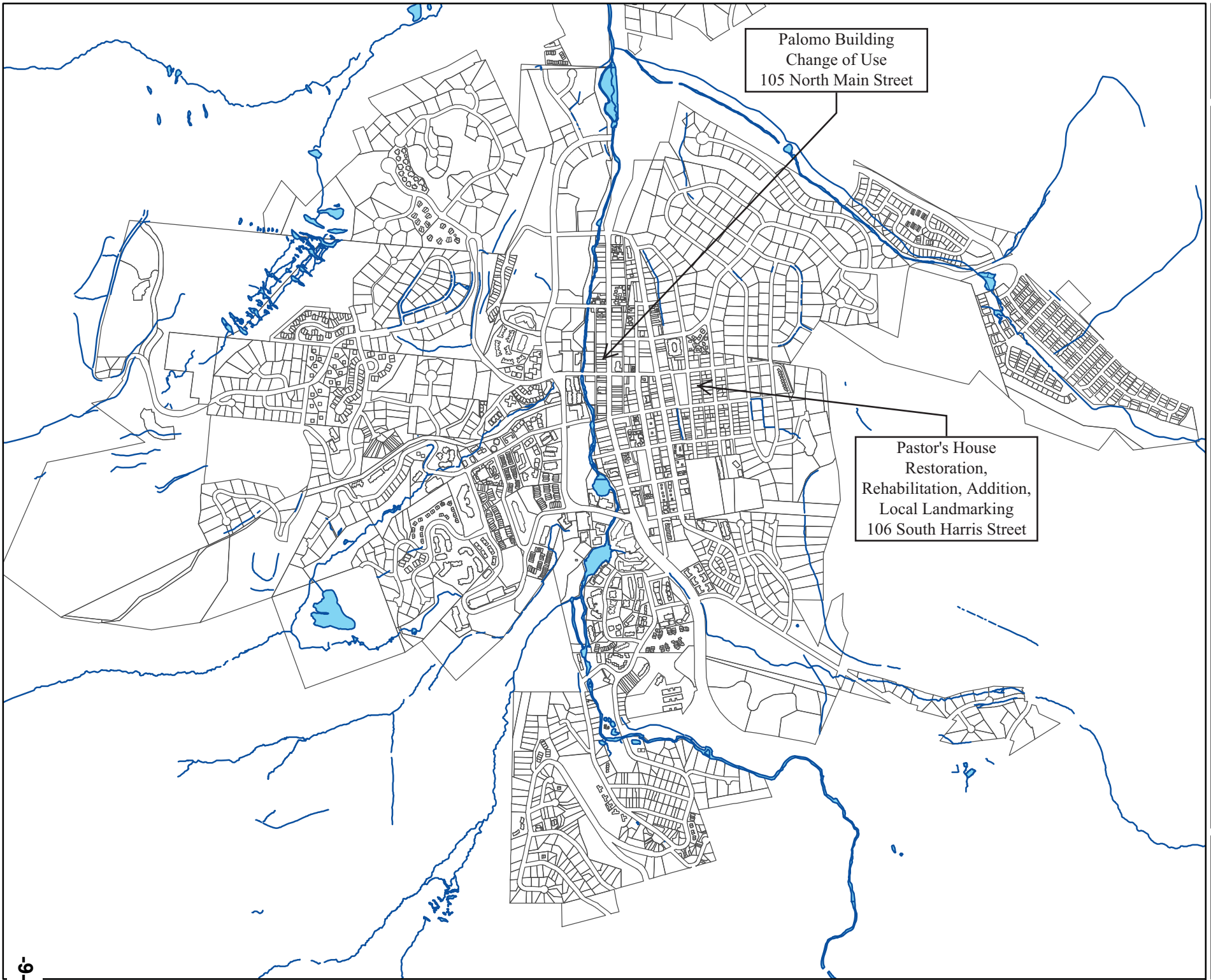
Town of Breckenridge and Summit County governments
assume no responsibility for the accuracy of the data, and
use of the product for any purpose is at user's sole risk.

Breckenridge North

printed 4/12/2011



NOT TO SCALE -8-



Palomo Building
Change of Use
105 North Main Street

Pastor's House
Restoration,
Rehabilitation, Addition,
Local Landmarking
106 South Harris Street



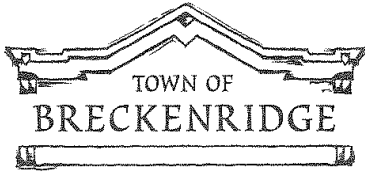
NOT TO SCALE

printed 4/12/2011

Breckenridge South

Town of Breckenridge and Summit County governments
assume no responsibility for the accuracy of the data, and
use of the product for any purpose is at user's sole risk.





MEMORANDUM

TO: Town Council

FROM: Julia Puester, AICP

DATE: May 1, 2012 (for meeting of May 8, 2012)

SUBJECT: Policy 4/A-Mass (Renewable Energy Sources); Second Reading

Town Council approved the ordinance to amend Policy 4/A-Mass (Renewable Energy Sources) at first reading on April 24th with no changes.

Staff has made the following change from the first reading:

- Inserted “pursuant to a development permit issued prior to May 8, 2012” (*on line 36*), to clarify that the mass provisions only apply to multi-family residential and commercial structures constructed prior to the date of ordinance adoption.

As the proposed policy modification addresses only existing structures, a few members of the Town Council were concerned that renewable energy systems for new construction were not incentivized. Staff will discuss new construction incentives for renewable energy systems with the Planning Commission at their June 5th meeting and report back to the Council.

A copy of the proposed ordinance is attached for second reading. Staff will be available at the meeting to answer any questions or concerns.

1 ***FOR WORKSESSION/SECOND READING – MAY 8***

2
3 Additions To The Ordinance As Approved on First Reading Are
4 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

5
6 COUNCIL BILL NO. 13

7
8 Series 2012

9 AN ORDINANCE AMENDING BRECKENRIDGE DEVELOPMENT CODE POLICY 4
10 (ABSOLUTE), ENTITLED “MASS”, AND MAKING MISCELLANEOUS AMENDMENTS
11 TO THE BRECKENRIDGE TOWN CODE RELATED TO SUCH AMENDED
12 DEVELOPMENT POLICY

13 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
14 COLORADO:

15
16 Section 1. The definition of “Class D Development” in Section 9-1-5 of the
17 Breckenridge Town Code is amended by the addition of the following item:

- 18
19 - Application for a renewable energy mechanical system under Policy 9-1-19-4A

20
21 Section 2. Section 9-1-5 of the Breckenridge Town Code is amended by the addition of
22 the following new definition of “Renewable Energy Mechanical System”:

23
RENEWABLE ENERGY MECHANICAL SYSTEM: A mechanical system required to process onsite
renewable energy from natural resources such
as sunlight, wind, and geothermal heat.

24
25 Section 3. Section 9-1-19-4A of the Breckenridge Town Code, entitled “Policy 4
26 (Absolute) Mass”, is amended by the addition of the following new subsection F:

27
28 F. Mass Allowance for Onsite Renewable Energy Mechanical System in Multi-
29 family and Commercial Uses: The goal of this subsection F is to encourage
30 renewable energy production in existing multi-family and commercial structures.
31 This subsection is not applicable to new construction. This subsection seeks to
32 improve energy efficiency by permitting existing nonconforming structures to
33 install appropriate onsite renewable energy mechanical systems to help protect the
34 health, safety, and welfare of the community.

- 35
36 1. Any existing multi-family residential or commercial structure constructed
37 **pursuant to a development permit issued** prior to **May 8, 2012** may be
38 permitted additional aboveground mass square footage to for the installation of a
renewable energy mechanical system, even if the structure already exceeds

1 applicable mass limitations. The additional square footage shall be the lesser of
2 the following:

3 a. the space necessary for an efficiently designed mechanical room; or

4 b. 350 square feet, or 2% of the existing mass square footage, whichever is less.

5 2. Design Standards

6 a. An onsite renewable energy mechanical system shall be located based upon the
7 following order of preference. Preference 1 is the highest and most preferred;
8 preference 4 is the lowest and least preferred. An onsite mechanical energy
9 mechanical system shall be located as follows: (1) within the existing building
10 footprint; (2) out of view from the public right of way and adjacent properties and
11 screened; (3) partly visible from the public right of way or adjacent property and
12 screened and; (4) highly visible from the public right of way or adjacent
13 properties. An application for a system to be located in a least preferred location
14 must adequately demonstrate why the system cannot be located in a more
15 preferred location.

16 b. Any structural modifications or additions made for a renewable energy
17 mechanical system shall meet the intent of Policy 5/A (Architectural
18 Compatibility) and Policy 5/R (Architectural Compatibility), in addition to all
19 other applicable policies of this Code.
20

21 Section 4. Except as specifically amended by this ordinance, the Breckenridge Town
22 Code, and the various secondary codes adopted by reference therein, shall continue in full force
23 and effect.
24

25 Section 5. The Town Council finds, determines, and declares that this ordinance is
26 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
27 improve the order, comfort, and convenience of the Town of Breckenridge and the inhabitants
28 thereof.
29

30 Section 6. The Town Council finds, determines, and declares that it has the power to
31 adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act,
32 Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal
33 zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)
34 Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to
35 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers
36 contained in the Breckenridge Town Charter.

37 Section 7. This ordinance shall be published and become effective as provided by
38 Section 5.9 of the Breckenridge Town Charter.

39 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
40 PUBLISHED IN FULL this ____ day of _____, 2012. A Public Hearing shall be held at the

1 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
2 ____, 2012, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
3 Town.

4
5 TOWN OF BRECKENRIDGE, a Colorado
6 municipal corporation
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10 By _____
11 John G. Warner, Mayor
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13 ATTEST:
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17 _____
18 Mary Jean Loufek, CMC,
19 Town Clerk
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Memorandum

To: Town Council
From: Jennifer Cram, Planner III, AICP
Date: May 2, 2012
Subject: **Landscaping Guide Ordinance**

The Council reviewed the updates to the Landscaping Guide at their regular meeting on March 27th. The Council supported the updates at that time. The Town Attorney would like to adopt the Landscaping Guide via ordinance, as it is referenced in the Development Code. A copy of the proposed ordinance is attached. We have scheduled this ordinance for first reading on May 8th.

For newer Council members a brief description of the history and intent of the Landscaping Guide is provided below.

The existing Landscaping Guide has not been updated since 1985. The purpose of the Landscaping Guide is to provide applicants and property owners more detailed information regarding species selection, location, spacing between plants, planting details and maintenance of plants than what is covered in Policy 22 - Landscaping within the Development Code. It is important to remember that specific requirements for landscaping such as required size are outlined in the Development Code. The Landscaping Guide is intended as a non-binding guide.

Staff will be available during the worksession to answer any questions.

1 **FOR WORKSESSION/FIRST READING – MAY 8**

2
3 Additions To The Current Breckenridge Town Code Are
4 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

5
6 COUNCIL BILL NO. _____

7
8 Series 2012

9
10 AN ORDINANCE AMENDING SECTION 9-1-21 OF THE BRECKENRIDGE TOWN CODE
11 BY ADOPTING THE “TOWN OF BRECKENRIDGE LANDSCAPING GUIDE (REVISED
12 MAY 2012)” AS A CORRELATIVE DOCUMENT TO THE BRECKENRIDGE
13 DEVELOPMENT CODE

14
15 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
16 COLORADO:

17
18 Section 1. The reference to the “Town of Breckenridge Landscaping Guide” in Section
19 9-1-21 of the Breckenridge Town Code is amended to read as follows:

- 20
21 • Town of Breckenridge Landscaping Guide **(Revised May 2012)**

22
23 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
24 various secondary codes adopted by reference therein, shall continue in full force and effect.

25
26 Section 3. The Town Council finds, determines and declares that this ordinance is
27 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
28 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
29 thereof.

30
31 Section 4. The Town Council finds, determines and declares that it has the power to
32 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX
33 of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

34
35 Section 5. This ordinance shall be published and become effective as provided by Section
36 5.9 of the Breckenridge Town Charter.

37
38 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
39 PUBLISHED IN FULL this ____ day of _____, 2012. A Public Hearing shall be held at the
40 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day
41 of _____, 2012, at 7:30 P.M. or as soon thereafter as possible in the Municipal
42 Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

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Town of Breckenridge Landscaping Guide

Introduction

The Town finds that it is in the public interest for all properties to provide landscape improvements for the purposes of: complementing the natural landscape and retaining our high alpine character; improving the general appearance of the community and enhancing its aesthetic appeal; preserving the economic base; improving quality of life; delineating and separating use areas; increasing the safety, efficiency, and aesthetics of use areas and open space; screening and enhancing privacy; mitigating the adverse effects of climate, aspect, and elevations; conserving energy; abating erosion and stabilizing slopes; deadening sound; and preserving air and water quality.

The following Guidelines are intended to assist with the selection of appropriate plant species, locating and spacing selected species, planting and maintenance. For specific landscaping requirements please refer to Policy 22 – Landscaping in the Town of Breckenridge Development Code.

- Section 1. Species Selection
- Section 2. Location and Spacing
- Section 3. Planting Details
- Section 4. Maintenance
- Section 5. Common Pests and Diseases

This guide is intended to assist property owners with landscaping. It is always recommended that a landscape professional be consulted in the planning and planting processes as well as for ongoing maintenance.

Section 1. Species Selection

It is encouraged that landscape plans be layered, achieved through the use of ground covers, shrubs, and trees that utilize diverse species and sizes. Landscaping materials should consist of those species that are native to the Breckenridge area, or are appropriate for use in Breckenridge's high alpine environment. Those species that are native will generally have a better chance of surviving in the high altitude environment of Breckenridge and require the least amount of maintenance. Additionally, planting with native species will help to perpetuate Breckenridge's mountain character. However, there are several non-native species that are adapted to high altitude that are acceptable and that can add variety of height, width, texture and color to landscape plans. It is also recommended that plants be purchased from a nursery that grows or collects plants at an altitude similar to Breckenridge. Plants not noted in the Town of Breckenridge Landscaping Guide will not likely do well in Breckenridge. However, experimentation with a small number of new species may be considered.

Species are categorized as either Class I or Class II. Class I Species are those that are native to the Breckenridge area and that are readily available and thrive in Breckenridge. Class II species are those that are native to the surrounding Summit County area and/or are adapted to a high alpine environment and do well in Breckenridge. Species are further denoted as to whether they are drought tolerant or require moisture. These guidelines also specify those species that are firewise to assist with selecting plants appropriate for planting within defensible space zones. Firewise plants are those species that have a higher moisture content and are less likely to ignite during a fire. In general, deciduous species have a higher moisture content than evergreens. Species that require a microclimate or special conditions, such as shelter from northwest winds, or need shade predominantly are also noted.

Drought Tolerant after establishment = D

Requires moisture after establishment = M

Those species that can tolerate seasonal moisture or drought are noted as SM-SD

FireWise = FW

Requires a microclimate (shelter from wind, prefers shade, etc.) to survive = MC

Mature Size - Height/Spread = H/S

Deciduous Trees

Class I

Botanical Name	Common Name	Conditions	Mature Size
<i>Alnus tenuifolia</i>	Thin-leaf Alder	M, FW	H=15-20', S=15-20'
<i>Populus tremuloides</i>	Quaking Aspen	SM-SD, FW	H=20-50', S=20-30'

Class II

<i>Betula occidentalis</i>	Mountain Birch/River Birch	M, FW (small tree)	H=10-20', S=10-20'
<i>Populus angustifolia</i>	Narrowleaf Cottonwood	SM-SD, FW	H=30-50', S=20-30'
<i>Populus balsamifera</i>	Balsam Poplar	SM-SD, FW	H=60-80', S=20-30'
<i>Populus balsamifera candicans</i>	Balm of Gilead	SM-SD, FW	H=60-80', S=20-30'
<i>Prunus virginiana</i> 'Shubert'	Shubert Chokecherry	SM –SD	H=20-30', S=15-25'

Evergreen Trees

Class I

<i>Abies lasiocarpa</i>	Subalpine Fir	SM-SD	H=40-70', S=15-20'
<i>Picea engelmanni</i>	Engelmann Spruce	SM-SD	H=40-60', S=20-30'
<i>Pinus aristata</i>	Bristlecone Pine	D, W	H=20-40', S=varies
<i>Pinus contorta latifolia</i>	Lodgepole Pine	D	H=50-70', S=10-15'
<i>Pinus flexilis</i>	Limber Pine	D, W	H=30-50', S=15-30'
<i>Pseudotsuga menziesii</i>	Douglas Fir	SM-SD, MC	H=50-80', S=15-25'

Botanical Name	Common Name	Conditions	Mature Size
Class II			
<i>Abies concolor</i>	White Fir	SM-SD, MC	H=40-60', S=20-30'
<i>Picea pungens</i>	Blue Spruce	SM-SD, MC	H=40-60', S=20-30'
Shrubs			
Class I			
<i>Artemisia tridentata</i> 'vasyana'	Tall Western Sage	D	H=4-6', S=2-4'
<i>Betula glandulosa</i>	Bog Birch	M, FW	H=3-6', S=3-6'
<i>Juniperus communis</i>	Common Juniper	D	H=1-3', S=3-6'
<i>Lonicera involucrate</i>	Twinberry Honeysuckle	SM-SD, FW	H=3-6', S=3-6'
<i>Potentilla fruticosa</i> (many varieties)	Shrubby Cinquefoil	D	H=2-3', S=2-3'
<i>Ribes alpinum</i>	Alpine Currant	D	H=3-6', S=3-6'
<i>Rosa woodsii</i>	Woods Rose	D	H=3-6', S=3-6'
<i>Rubus idaeus</i>	Native Raspberry	D, FW	H=3-5', S=2-3'
<i>Salix monticola</i>	Yellow Mountain Willow	M, FW	H=8-12', S=6-8'
<i>Salix wolfii</i>	Wolfs Willow	M, FW	H=8-10', S=6-8'
<i>Sambucus pubens</i>	Redberried Elder	M, FW	H=4-12', S=6-12'
<i>Shepherdia canadensis</i>	Russet Buffaloberry	D	H=3-9', S=3-8'

Botanical Name	Common Name	Conditions	Mature Size
Class II			
Amelanchier alnifolia	Serviceberry	D,MC	H=6-12', S=6-12'
Artemisia cana	Silver sagebrush	D	H=2-3', S=2-3'
Caragana arborescens	Siberian Peashrub	D	H=10-15', S=8-12'
Cotoneaster acutifolia	Peking Cotoneaster	D	H=8-12', S=12-15'
Juniperus sabina	Buffalo Juniper	D	H=12-18", S=6-8'
Lonicera x 'Honeyrose'	Honeyrose Honeysuckle	SM-SD	H=8-10', S=8-10'
Physocarpus monogynus	Mountain Ninebark	SM-SD	H=3-4', S=4-5'
Pinus mugo (many varieties)	Mugo Pine	D	H=5-20', S=5-20'
Ribes aureum	Yellow Flowering Currant	D, FW	H=4-6', S=4-6'
Ribes cereum	Squaw Currant	D	H=2-4', S=2-4'
Salix arctica	Arctic Willow	M, FW	H=3-4', S=2-3'
Sorbaria sorbifolia	False Spirea	D, S	H=4-6', S=6-8'
Syringa vulgaris	Common Lilac	SM-SD, FW, MC	H=10-20', S=8-12'
Syringa prestoniae	Canadian Lilac	SM-SD, FW, MC	H=6-10', S=6-8'
Symphoricarpos oreophilus	Mountain Snowberry	SM-SD	H=2-4', S=2-4'

Perennials/Herbaceous Plants

Class I

Botanical Name	Common Name	Conditions
Achillea spp.	Yarrow	D
Aconitum columbianum	Monkshood	M
Aquilegia spp.	Columbine	SM-SD
Arctostaphylos uva-ursi	Kinnickinnick	D
Aster spp.	Aster	D
Astragalus spp.	Locoweed	D
Campanula spp.	Harebells	D
Delphinium spp.	Larkspur	M
Dodecatheon spp.	Shooting Star	SM-SD, seed only
Duchesnea indica	Mock Strawberry	D
Epilobium spp.	Fireweed	D
Erigeron spp.	Aspen Daisy	D
Gentiana spp.	Gentian	D
Hedysarum occidentale	Sweetvetch	D, seed only
Helianthella spp.	Sunflower	D
Iris missouriensis	Rocky Mountain Iris	SM-SD
Linum lewisii	Blueflax	D
Lupinus spp.	Lupin	D

Botanical Name	Common Name	Conditions
Mahonia repens	Holly-grape	D
Mertensia spp.	Bluebells	SM-SD
Pedicularis groenlandica	Elephanthead	M (may be difficult to find, look for seed)
Penstemon spp.	Penstemon	D
Phlox spp.	Plox	D
Potentilla verna	Potentilla	D
Eriogonum umbellatum	Sulpher Flower	D
Sedum spp.	Stonecrop	D
Senecio spp.	Senecio	M (may be difficult to find)
Viola spp.	Violets and Pansys	SM-SD

Class II

Artemisia frigida	Fringed Sage	D
Artemisia "Silver Mound"	Silver Mound	D
Chrysanthemum leucanthemum	Painted Daisy	D
Chrysanthemum maximum	Shasta Daisy	D
Delphinium elatum	Delphinium	M
Dianthus barbatus	Sweet William	D
Escholtzia spp.	California Poppy	D
Fragaria Americana	Wild Strawberry	D
Gaillardia aristata	Gaillardia Daisy	D

Lathyrus odoratus	Sweet Pea	D
Lychinics chalcedonia	Maltese Cross	D
Paeonia officinalis	Peony	M
Papaver nudicale	Iceland Poppy	D
Papaver orientalis	Oriental Poppy	D
Pulsatilla patens	Pasque Flower	D
Rudbeckia vulgaris	Black-eyed Susan	D
Viola kitaibeliana	Johnny Jumpup	D

This list is not all inclusive; other perennials may exist that are adapted to high alpine conditions.

High Altitude Grasses

Recommended High Altitude Seed Mixture:

Thurber Fescue – *Festuca thurberi*
 Alpine Fescue – *Festuca brachphylla*
 Tufted Hairgrass – *Deschampsia cespitosa*

Additional optional species include:

Arizona Fescue – *Festuca arizonica*
 Alpine Bluegrass – *Poa alpine*

Other High Altitude Grasses:

Canby or Sandberg Bluegrass – *Poa secunda*
 Idaho Fescue – *Festuca idahoensis*
 Alpine Fescue – *Festuca brachyphylla*
 Sheep Fescue – *Festuca ovina*
 Rocky Mountain Fescue – *Festuca saximontana*
 Bluebunch Wheatgrass – *Pseudoroegneria spicata*
 Slender Wheatgrass – *Elymus trachycaulus*
 Western Wheatgrass – *Pascopyrum smithii*
 Blue Wildrye – *Leymus arenarius* (L. glaucus)
 Indian Ricegrass Rimrock – *Achnatherum hymenoides*

June Grass – *Koeleria cristata*

These grasses can be used as seed mixtures or in a hydroseed mixture. If a naturalized lawn is preferred, grasses should not be cut back until they have gone to seed in the fall. High altitude grasses are preferred and will establish best with less water and maintenance in Breckenridge. Sod is generally cultivated using species that are not found naturally in the Breckenridge area. Large areas of sod are not recommended, as they require more water to maintain.

Noxious Weeds

Several species of non-native plants have become a threat to the economic and environmental value of land in Breckenridge and Summit County. These plants are not indigenous to this area and have no natural predators or diseases to keep them in check. They are rapidly displacing native vegetation, causing a loss of native ecosystem stability and diversity, while affecting recreational resources. The following plants are considered noxious weeds in Breckenridge and Summit County. All List A weeds are required by Town Code to be eliminated or eradicated. All List B weeds are required by Town Code to be managed in accordance with the Colorado Noxious Weed Act. All List C weeds are required by Town Code to be controlled at a level determined by the Summit County Weed Management Plan. For additional information on Noxious Weeds in Summit County go to www.co.summit.co.us/weeds.

List A

Myrtle spurge – *Euphorbia myrsinintes*

Orange hawkweed – *Hieracium aurantiacum*

List B

Absinth wormwood – *Artemisia absinthium*

Black henbane – *Hyoscayamus niger*

Bull thistle – *Cirsium vulgare*

Canada thistle – *Cirsium arvense*

Chinese clematis – *Clematis orientalis*

Common tansy – *Tanacetum vulgare*

Dalmation toadflax – *Linaria dalmatica*

Dame's Rocket – *Hesperis matronalis*
Diffuse knapweed – *Centaurea diffusa*
Hoary cress – *Cardaria draba*
Houndstongue – *Cynoglossum officinale*
Leafy spurge – *Euphorbia esula*
Mayweed chamomile – *Anthemis cotula*
Musk thistle – *Carduus nutans*
Oxeye daisy – *Chrysanthemum leucanthemum*
Perennial pepperweed – *Lepidium latifolium*
Plumeless thistle – *Carduus acanthoides*
Russian knapweed – *Centaurea repens*
Saltceder – *Taxus sp.*
Scentless chamomile – *Matricaria perforata*
Spotted knapweed – *Centaurea maculosa*
Sulfur cinquefoil – *Potentilla recta*
Wild caraway – *Carum carvi*
Yellow toadflax – *Linaria vulgaris*

List C

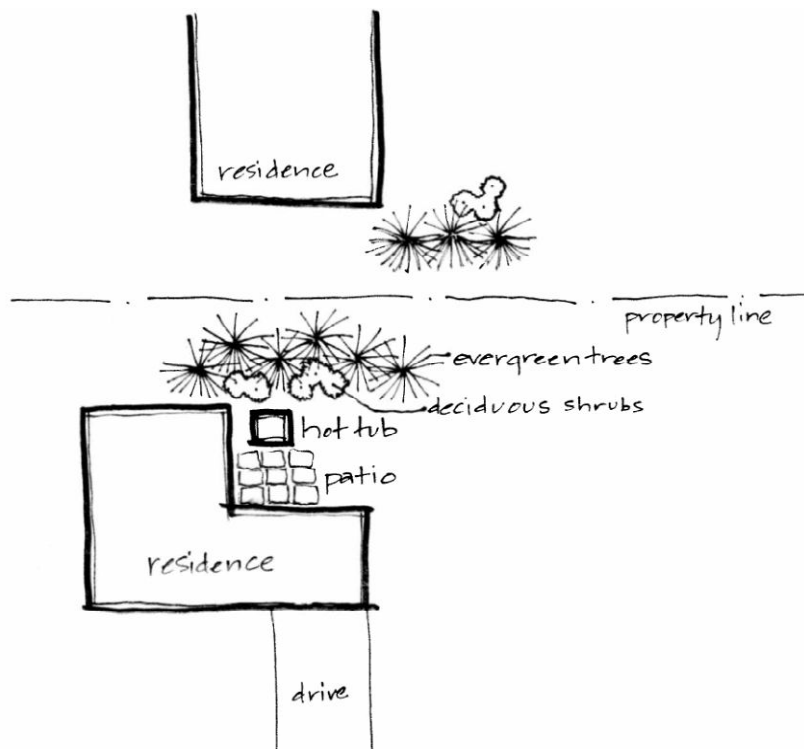
Common mullein – *Verbascum Thapsus*
Downy brome – *Bromus tectorum*
Field Bindweed – *Convolvulus arvensis*
Poison hemlock – *Conium maculatum*

Section 2. Location

The careful location of plant materials can create a landscape that provides privacy from adjacent uses, shade, sun exposure, wind breaks, wildlife habitat and interest. The location of plant materials can also create a naturalized looking landscape or a more formal landscape.

It is important to consider a plant's form and size (height and spread) at maturity when locating plants to allow for appropriate space for plants to thrive.

Privacy – To create privacy, plant materials should be located between use areas. Planting trees between structures to screen windows, patios, hot-tubs, etc. can create privacy even on sites that have minimal setbacks from adjacent properties. Using a mixture of evergreen and deciduous shrubs and trees is recommended. If space allows, planting more than one row or layer of shrubs and trees will create more privacy and a more natural look.



Shade – Shade can be created by planting trees with broad canopies. Generally deciduous trees have the largest canopies, but mature evergreen trees can also provide shade. If shade is desired, locating trees along the southern and western exposures will block the sun when it is the strongest.

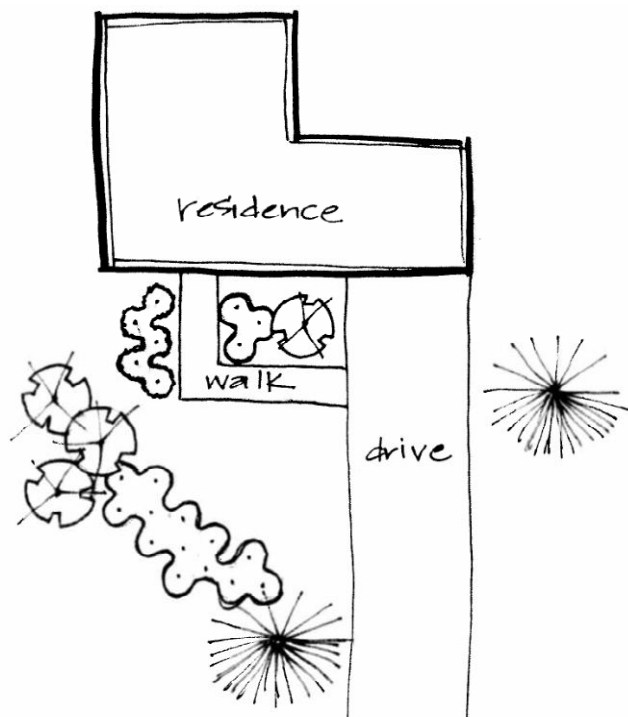
Sun Exposure – To allow for sun exposure trees should be located to allow southern and western exposure to windows or patios. Some eastern exposure may also be desirable for morning sun. Planting deciduous trees along southern or western exposures will still allow for sun exposure in the winter as they drop their leaves.

Wind Breaks – Predominant winds in the winter generally come from the north-west. Wind breaks can be created by locating trees along the north-west sides of a property. Evergreen trees are generally the best wind blocks as they have dense branching and foliage that is persistent in winter. Planting species that are tolerant of wind is recommended. Some species such as Colorado Spruce can be susceptible to wind burn, whereas Bristle Cone Pine and Limber Pine can thrive in windy exposed conditions. It is always best to plant trees in groupings to provide them with some stability. A single tree is more susceptible to windthrow than a group of trees.

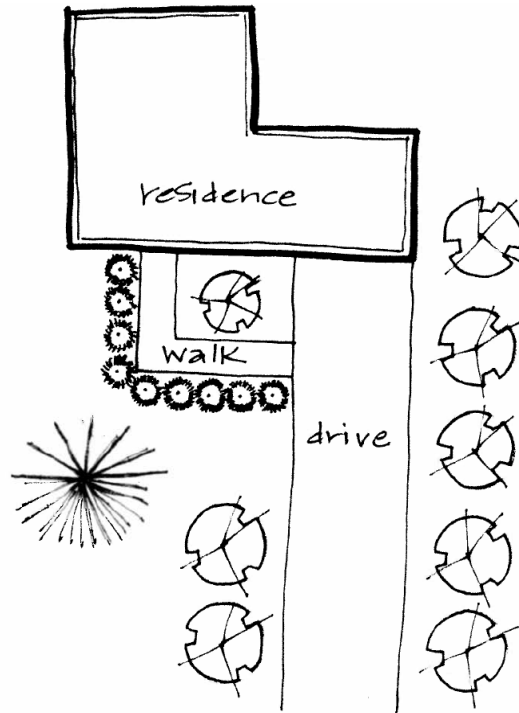
Wildlife Habitat – To provide wildlife habitat, a variety of plant materials should be planted to allow for foliage, berries and nesting/habitat opportunities.

Interest – Interest is created by using a variety of plant species. Plants that have ornamental qualities such as flowers, fruit, berries or vibrant fall color should be considered. The careful location of these plants adds to interest by having them located in areas where views exist, such as at the end of a walkway or to frame a window.

Naturalized Landscaping – Curvilinear or non-linear groupings of shrubs and trees appear to be more natural. To achieve this, plants are generally planted in groups in a triangular pattern. Natural landscapes are often asymmetrical. A naturalized landscape plan is more appropriate outside of the Conservation District.

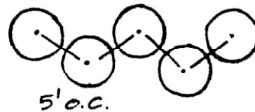


Formal Landscaping – To create a more formal landscape, plants are planted in a linear fashion. Formal landscape plans also tend to be more symmetrical. A formal landscape plan is ideal for the Conservation District.

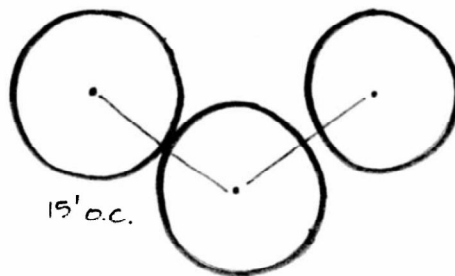


Spacing

Trees and shrubs should be spaced to allow for species to reach mature sizes. The height and spread or canopy width of each species should be considered. The mature height and spread of native and high altitude species has been included in the notes under the Section 1. - Species. In general, shrubs should be spaced 3' to 5' on center (o.c.), deciduous trees 10' to 15' on center (Aspens can be closer) and evergreen trees 15' to 20' on center.



shrub spacing 1" = 10'



tree spacing 1" = 10'

Defensible Space

Defensible Space is an area around a structure where fuels and vegetation are pruned, thinned and removed to reduce the chances of wildfire reaching a structure. It also reduces the chance of a fire moving from a structure to the surrounding forest. Defensible space creates room for firefighters to do their jobs more safely. A structure is more likely to withstand a wildfire if grasses, shrubs and trees are treated to reduce a fire's intensity. Creating defensible space is required for all new construction and major remodels that affect the exterior of a structure and/or a structure's footprint. Some Home Owners Associations (HOAs) may have requirements for defensible space as well. No plant material should be planted under roof eaves and decks. If plants are planted close to a structure, it is recommended that they be firewise plants in irrigated planting beds. All trees shall be planted to provide a minimum of 10' between canopies for individual trees or groupings of trees at maturity. For additional information on creating defensible space please see the Town's Development Code, Policy 22. The Colorado State Forest Service has also developed guidelines for creating defensible space that are very helpful.

Section 3. Planting Details

Soil Preparation

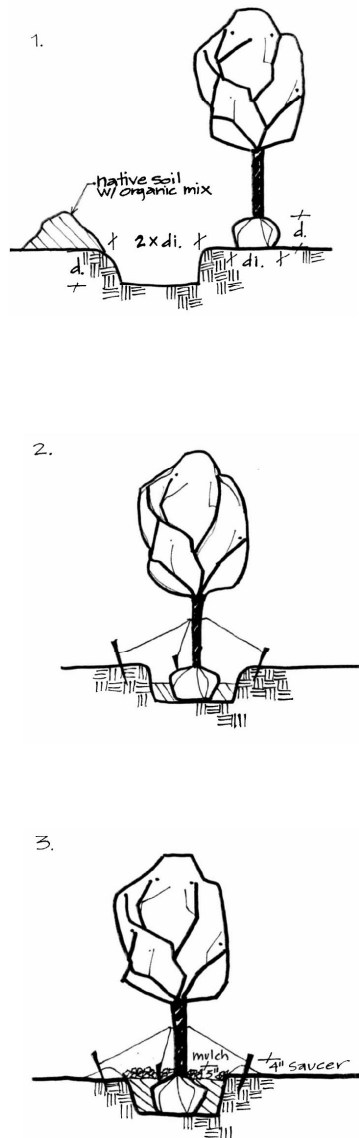
The soils around Breckenridge are generally rocky, well-drained, deficient in nutrients and shallow. Most local soils are deficient in nitrates and phosphorus. If you are interested in finding out the pH and nutrient levels of the soil on your property, testing of soils is available through Colorado State University. Care should be taken to preserve any top soils that exist during topographic modification or disturbance from construction. Existing soil should be loose and can be modified with new topsoil. The addition of peat moss can increase water retention and sand and organic matter can be added to heavy clay soils. Care should be taken to make sure that all soil and other materials added to existing soils are weed free. As noted previously, native species will require less modification because they are adapted to the high altitude environment.

Best Times to Plant

The best time to plant shrubs and trees is generally mid May after the ground thaws to mid October before the ground freezes. This can vary year to year depending on snow fall. When transplanting existing vegetation it is best to transplant in the spring (May) before new growth begins, or fall (September/October) once growing has stopped. This timing is true for grasses as well. It is never ideal to plant something unless there is water available, especially in the summer when our high altitude sun exposure is intense.

Planting Details

Tree Planting Detail



1. Dig the hole two times the diameter ($di.$) and the same depth ($d.$) as the root ball.

- The top of the root ball should be the same height as existing grade when the tree is planted.
- Pile native soil that is removed from the hole next to the hole.
- Remove any rocks larger than 4" in diameter.
- Amend the native soil that was removed from the hole with organics to a mixture of 40% organics and 60% native soil.
- Native peat moss and aged manure are good sources of organics.
- Mix the native soil and organics well.

2. Carefully set the tree in the hole.

- Someone should hold the tree steady until the tree is staked and the hole is backfilled.
- Fill the hole half way with the amended soil mixture around the tree.
- Use a shovel blade to mix, settle and remove any air pockets.
- Place stakes around tree.
- Once staked remove top wire, rope and burlap as necessary. Fold burlap down the side of ball.

3. Add the remaining amended soil around the tree ball up to existing grade.

- Use a shovel blade to settle and remove any air pockets.
- Construct a 4" saucer with amended soil around the tree well (diameter of hole).
- Use a shovel blade to mix, settle and remove any air pockets.
- Fill saucer with water and allow to soak in, water again to thoroughly saturate.
- Fill the saucer with 3" of mulch.

Section 4. Maintenance

A well thought out and planted landscape still requires maintenance on a regular basis. Providing new plantings with some sort of irrigation is necessary to improve the survivability of the plant especially in our harsh high altitude environment. Because our soils are generally nutrient deficient, fertilization can also assist with survivability and increased growth. Pruning to remove dead and diseased branches and to promote growth that is consistent with a species natural form is also necessary to promote a plant's health, as well as safety and aesthetic quality.

Irrigation – Hand watering of newly planted plants is acceptable, but often unsustainable. Installation of a water efficient drip irrigation system is recommended for shrubs and trees. Lawn areas may require a spray system. All irrigation systems should be maintained on a regular basis for efficiency. Irrigation systems also need to be drained and lines blown free of water in the fall to reduce the risk of freezing and cracking.

Fertilization – Many well-chosen Breckenridge native plants will thrive without fertilization. Quick release synthetic fertilizers should be avoided. Synthetic, quick-release fertilizers frequently wash through the soil before they are even taken up by the plant. Plant nutrient requirements can be met with compost, naturally derived fertilizers such as aged manure, blood and bonemeal, fishmeal, kelp, or slow-release synthetic fertilizers. Slow-release fertilizers make nutrients available to the plants when they are needed.

Composting – Composting on site can return valuable nutrients and organic matter to the soil and reduce waste. Lawn and tree trimmings along with other organic matter such as fruit and vegetable scraps, coffee grounds, egg shells etc. can be composted. Colorado State University has created a fact sheet “ Home Yard Composting” to assist those interested in composting in Colorado. This guide can help to break down plant wastes in a few months instead of a year, especially in Colorado’s environment.

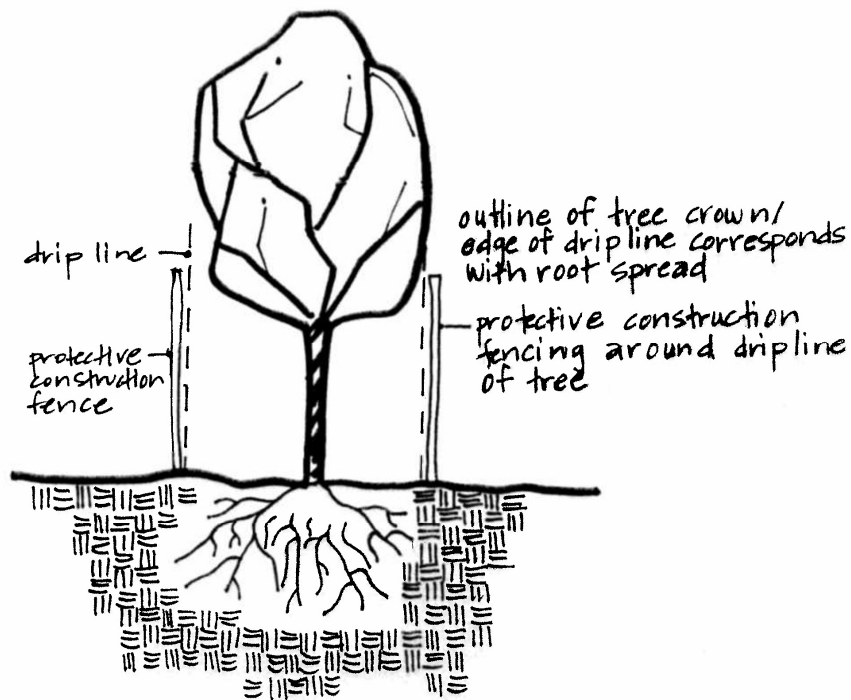
Manure – Horse manure can be used to amend soil and fertilize plants. However, not more than one inch (1”) of dried and decomposed manure that is thoroughly mixed into the soil within twenty four hours of delivery to the site is allowed in Breckenridge.

Mulching – Mulch is any material spread evenly over the surface of the soil. Organic materials, including chipped landscape debris, are preferable over inorganic materials. Mulch conserves water, enhances the growth of plants and the aesthetics of the landscape. Mulch can also suppress weed growth. Mulch should not exceed 3” in depth.

Pruning – It is best to prune when a plant is dormant and not under stress. Do not top trees, but rather remove branches at their point of origin or shorten branches back to a lateral. This is true for removing dead branches as well. Plants that are pruned properly are stronger and more likely to resist pests. Under no circumstances should a tree be pruned to remove more than 2/3 of its crown.

Cutting Back Wildflowers and Grasses – Wildflowers and grasses should be cut back in the fall after the plants have gone to seed.

Protecting Trees During Construction – It is important to remember that the root zone of a tree is where the tree performs vital functions. Roots absorb and transport water and nutrients from the soil to the tree. Soil compaction restricts water and oxygen uptake by roots. Compacting the root zone during construction can kill a tree. The outline of the tree crown or dripline of a tree corresponds to the root spread. To protect trees during construction, a protective fence should be placed around the drip line of the tree at a minimum. The more room the tree can have the better. The fence reminds people about the sensitive root zone and also protects the tree above ground.



Section 5. Common Pests and Diseases

Some of the common pests and diseases that affect trees in the Breckenridge area are noted below. We have included descriptions of some common symptoms and recommended treatments. Please note that a landscape professional should be consulted to best identify and treat trees that are not doing well.

Pests

Mountain Pine Beetle

Dendroctonus ponderosae or the Mountain Pine Beetle (MPB) is native to the forests of western North America. The MPB develops in pine trees, particularly ponderosa, lodgepole, scotch and limber pines. Outbreaks can kill millions of trees. In early stages of an outbreak, MPB attacks are primarily seen on pine trees which are under stress due to, poor site conditions, overcrowding, root disease or old age. However, as MPB populations increase, most pine trees in the outbreak area may become infected.

Signs and symptoms include; popcorn shaped masses of resin called “pitch tubes” on the trunk. Pitch tubes are generally brown, pink or white in color, boring dust in bark crevices and on the ground around the base of the trunk, evidence of woodpecker feeding, needles turning yellowish to red throughout the entire crown, presence of live MPB (eggs, larvae, pupae and/or adults) as seen in galleries under the bark and bluestained sapwood.

The MPB has a one-year life cycle in Colorado. In early to mid-summer (June-July), adults leave the dead trees where they developed. The beetles will seek out new trees, where they tunnel under the bark to mate. One pair of beetles can produce about 75 eggs. MPB larvae spend the winter under the bark. They continue to feed in the spring and transform into pupae and then into adults in early summer.

Once the MPB infests a tree, nothing practical can be done to save the tree. Enough beetles can emerge from one infested tree to infest multiple trees.

Treatment of infested trees is achieved by cutting and chipping an infested tree before beetles can mature and leave the tree to infest other trees. Preventing the spread of MPB can be achieved through spraying. Spraying should only be done by a professional during the appropriate season (early summer), without wind conditions and not near to any piles of snow or bodies of water. Groundwater contamination is a concern if not done properly. Pheromone bags have also been successful in deterring MPB attacks. Prevention of MPB outbreaks can be achieved through creating healthy forests. Selective thinning to create age diversity in a tree stand helps to create a more resilient forest.

Aphids

Aphidae or Aphids are the most common insect found on plants in the west. Aphids are generally attracted to deciduous trees, shrubs and perennials. Aphids have a very high reproduction rate which makes it easy for a few aphids to become a huge infestation. Aphids pierce and suck a plant, causing significant damage to the plant.

Signs and symptoms include a curling and browning of leaves. Aphids also secrete a substance called "honeydew" which attracts ants. The presence of ants is a sign that aphids are present.

Treatments for aphids include ladybugs, insecticidal soap like Schultz or Safer's and if the infestation is serious a systematic insecticide like Orthene may be applied by a licensed pesticide applicator.

Diseases

Dwarf Mistletoe

Arceuthobium spp. or Dwarf Mistletoe is a common disease for ponderosa, lodgepole, douglas-fir pinon and limber pine. Dwarf Mistletoe are small parasitic flowering plants. The seeds, explode at nearly 60mph, are sticky and attach to any surface that they come in contact with. Seeds adhere to the branches of susceptible trees, germinate and the mistletoe rootlet

penetrates the bark of the tree. Mistletoe spread slowly from tree to tree. The parasite takes water and nutrients from the host tree, killing the tree slowly.

Signs and symptoms include a slight swelling of the bark at the infection site, distorted branching patterns called “witches broom” and yellowing foliage.

Treatment of Dwarf Mistletoe includes pruning infected branches with a sterile sharp tool and tree removal. Once a tree is infected with Dwarf Mistletoe there is no known treatment to remove the parasite. Because the parasite moves slowly, trimming the infected branches can extend the life of the tree.

Cytospora Canker

Cytospora canker is caused by several species of the fungi in the genus *Cytospora*. The disease occurs in shrubs and trees that are injured or slightly stressed. The disease especially affects trees that have root damage, which are often found in areas under construction. The fungus grows in the living bark and kills the tree by girdling the branch or tree. Generally, aspen, cottonwood, poplars, cherry, birch, willow, honeylocust and spruce are affected in the Breckenridge area.

Signs and symptoms of this disease include yellow or orange-brown to black discolored areas on the bark of the trunk and branches. Liquid ooze on aspen is common. Cankers, or sunken dead areas of the bark with black pinhead-sized speckling or pimples may be visible as well. The pimples are the reproductive structures of the fungus. Under moist conditions, masses of spores (seeds) may ooze out of the pimples in long orange, colored, thread-like tendrils. Reddish brown discoloration of the wood and inner bark may also be evident.

Control of the disease can start with preventing stress on a tree. Once infection occurs, the best treatment is to increase plant vigor and sanitation. Remove all infected branches with a sterile sharp tool. If tools are not properly sterilized you can spread the disease to other trees.

Notes: Information included in this Section was obtained from the Colorado State University Cooperative Extension and “Insects and Diseases of Woody Plants of the Central Rockies”.

Special thanks to Ken Sauerberg of Native Landscapes and Megan Testin of Neils Lunceford Nursery for their input on this guide.



MEMORANDUM

TO: Town Council
FROM: Scott Reid, Open Space and Trails Planner
DATE: May 8, 2012
SUBJECT: Resolution to Amend the Town of Breckenridge/ Summit County Government Intergovernmental Agreement (Jointly Owned and Jointly Funded Open Space Parcels)

The Town of Breckenridge and Summit County Government open space programs have a long, cooperative history of open space acquisitions and management. This cooperative relationship has allowed both open space programs to leverage limited open space funds to acquire and manage open space in the Upper Blue Basin.

To formalize this relationship, in March 2011, Town Council and the Board of County Commissioners signed an Intergovernmental Agreement (IGA) to outline each entity’s responsibilities regarding open space management. The IGA specifies different roles for each entity on “Jointly Owned” (50/50 ownership) and “Jointly Funded” properties (where one entity provides a contribution of less than 50% to an acquisition).

However, the IGA did not adequately address future property acquisitions. The recent acquisition of the Cucumber Gulch Wedge, among others, has highlighted the need to periodically update the IGA to include both Jointly Owned and Jointly Funded properties on the given lists.

The attached resolution would allow staff to update the lists administratively, once new properties are acquired.

Staff requests Town Council approve the attached resolution, amending the Town of Breckenridge/ Summit County Government Intergovernmental Agreement (Jointly Owned and Jointly Funded Open Space Parcels). The Summit Board of County Commissioners reviewed the same amendment at its 4/24 meeting, and approved it.

I look forward to answering any questions you have on Tuesday.

1 **FOR WORKSESSION/ADOPTION – _____**

2
3 A RESOLUTION

4
5 SERIES 2012

6
7 A RESOLUTION APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL
8 AGREEMENT WITH SUMMIT COUNTY CONCERNING JOINTLY OWNED AND
9 JOINTLY FUNDED OPEN SPACE PARCELS

10
11 WHEREAS, the Town of Breckenridge is a home rule municipal corporation organized
12 and existing under Article XX of the Colorado Constitution; and

13
14 WHEREAS, the Summit County is a quasi-municipal corporation organized and existing
15 under the laws of the State of Colorado; and

16
17 WHEREAS, governmental entities are authorized by Article XIV of the Colorado
18 Constitution and Part 2 of Article 1 of Title 29, C.R.S., to co-operate and contract with one
19 another to provide any function, service, or facility lawfully authorized to each of the co-
20 operating or contracting governmental entities; and

21
22 WHEREAS, the Town and Summit County have previously entered into that
23 “Intergovernmental Agreement (Jointly Owned and Jointly Funded Open Space Parcels)” dated
24 March 2, 2011 (the “IGA”); and

25
26 WHEREAS, the Town and the County desire to amend the IGA; and

27
28 WHEREAS, a proposed “Amendment to Intergovernmental Agreement (Jointly Owned
29 and Jointly Funded Open Space Parcels)” has been prepared, a copy of which is marked Exhibit
30 “A”, attached hereto, and incorporated herein by reference; and

31
32 WHEREAS, the Town Council has reviewed the proposed amendment, and finds and
33 determines that it should be approved.

34
35 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
36 BRECKENRIDGE, COLORADO, as follows:

37
38 Section 1. The “Amendment to Intergovernmental Agreement (Jointly Owned and
39 Jointly Funded Open Space Parcels)” is approved; and the Town Manager is authorized and
40 directed to execute such document for and on behalf of the Town of Breckenridge.

41
42 Section 2. This resolution is effective upon adoption.

43
44 RESOLUTION APPROVED AND ADOPTED THIS _____ DAY OF _____, 2012.
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TOWN OF BRECKENRIDGE

By _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek,
CMC, Town Clerk

APPROVED IN FORM

Town Attorney Date

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
(Jointly Owned and Jointly Funded Open Space Parcels)

This Amendment to Intergovernmental Agreement (“*Agreement*”) is dated _____, 2012 and is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“*Town*”) and SUMMIT COUNTY, COLORADO, acting by and through the BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO (“*County*”).

WHEREAS, the Parties entered into that “Intergovernmental Agreement (Jointly Owned and Jointly Funded Open Space Parcels)” dated March 2, 2011 (“*Agreement*”); and

WHEREAS, Section 19 of the Agreement provides that the Agreement may be amended by a duly authorized written instrument executed by the Parties; and

WHEREAS, the Parties desire to amend the Agreement as hereafter set forth.

NOW, THEREFORE, the Parties agree as follows:

1. Section 4 of the Agreement is amended by the addition of the following new Subsection 4.4:

4.4 Periodically throughout the term of this Agreement the Parties shall administratively (and without formal approval of the governing bodies of the Town and the County) update and amend **Exhibit “A”** and **Exhibit “B”** to reflect additional Jointly Funded Open Space Parcels and Jointly Acquired Open Space Parcels acquired or jointly funded after the date of this Agreement, or Jointly Funded Open Space Parcels and Jointly Acquired Open Space Parcels disposed of by the Parties pursuant to this Agreement.

2. All capitalized terms used in this Amendment shall have the same meaning as provided in the Agreement.

3. Except as expressly amended by this Amendment the Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Brian Waldes, Town Clerk

BOARD OF COUNTY COMMISSIONERS OF
SUMMIT COUNTY, COLORADO

By:

Chair

ATTEST:

Kathleen Neel, Clerk and Recorder, and ex-officio
clerk to the Board of County Commissioners

800-86\Amendment (03-29-12)

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Page 2 of 2

INTERGOVERNMENTAL AGREEMENT
(Jointly Owned and Jointly Funded Open Space Parcels)

This Intergovernmental Agreement ("*Agreement*") is dated MARCH 2, 2011 ("*Effective Date*") and is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("*Town*") and SUMMIT COUNTY, COLORADO, acting by and through the BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO ("*County*"). The Town and the County are sometimes referred to individually as a "*Party*", or together as the "*Parties*."

WHEREAS, the Town is a home rule municipal corporation organized and existing under Article XX of the Colorado Constitution; and

WHEREAS, the County is a quasi-municipal corporation organized and existing under the laws of the State of Colorado; and

WHEREAS, the Town has established a program of acquiring, maintaining, protecting, managing, and preserving public open space lands in and around the Town; and

WHEREAS, the County has established a program of acquiring, maintaining, protecting, managing, and preserving public open space lands in the County; and

WHEREAS, the Town and the County each have voter-approved revenue sources dedicated to the acquisition, maintenance, protection, management, and preservation of public open space; and

WHEREAS, the Town and the County believe that there are numerous public benefits to be realized from the acquisition and proper management and use of public open space; and

WHEREAS, prior to the date of this Agreement the Town and the County have jointly acquired numerous open space parcels, and have jointly funded the acquisition of other open space parcels titled solely in the name of either the Town or the County; and

WHEREAS, the Town and the County intend to continue jointly acquiring and jointly funding additional open space parcels in the future; and

WHEREAS, the Town and the County desire to establish certain rules and procedures that will govern their joint acquisition and joint funding of open space parcels in the future, as well as those parcels of open space that have been jointly acquired and jointly funded prior to the date of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Parties agree as follows:

1. Authority. This Agreement is entered into pursuant to the authority granted by Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2 of Article 1 of Title 29, C.R.S.

2. Definitions. As used in this Agreement, the following terms have the following meanings, unless the context clearly requires otherwise:

Act: The Colorado Governmental Immunity Act, Part 1 of Article 10 of Title 24, C.R.S., as amended throughout the Term of this Agreement.

Acquiring Party: The Party purchasing and holding title to a Jointly Funded Open Space Parcel.

Authorized Representative: A person designated by a Party as having the authority to settle a controversy arising under this Agreement on behalf of such Party.

Contributing Party: The Party that makes a financial contribution toward the purchase of a parcel of Jointly Funded Open Space Parcel, but does not hold title to such parcel.

Defaulting Party: A Party alleged to be in default under this Agreement.

Jointly Acquired Open Space Parcel: Real property jointly paid for by the Town and the County, and titled in the name of both the Town and the County.

Jointly Funded Open Space Parcel: Real property jointly paid for by the Town and the County, but titled solely in the name of either the Town or the County.

Open Space Management Plan: The joint plan or plans, as may be applicable, for the use, maintenance, and management of Jointly Acquired Open Space Parcels and those Jointly Funded Open Space Parcels described in Section 7 of this Agreement, as amended or replaced from time to time throughout the Term of this Agreement.

Non-Defaulting Party: The Party asserting that the other Party is in default under this Agreement.

Open Space Parcel:	A collective term including all Jointly Acquired Open Space Parcels, and those Jointly Funded Open Space Parcels described in the Open Space Management Plan, unless the context clearly indicates otherwise.
Term:	Both the initial term and all renewal terms of this Agreement as described in Section 3.
Will or Will Not:	Terms indicating a mandatory obligation to act or to refrain from acting, respectively, as described in this Agreement.

3. Term.

- 3.1 The initial term of this Agreement commences as of the Effective Date of this Agreement and ends, subject to earlier termination as hereafter provided in the event of default or non-appropriation, on December 31, 2011.
- 3.2 On January 1, 2012, and on each subsequent January 1st, this Agreement will automatically renew for successive terms of one year each until such time as either the Town or the County gives written notice of termination in accordance with the next sentence of this Subsection. Beginning October 1, 2011, either Party may terminate this Agreement, without cause and without liability for breach, by giving the other Party written notice of termination prior to October 1st any year. Such notice must be given in the manner provided for in Section 12. Upon the giving of timely notice of termination, this Agreement will terminate (and will not be renewed) on December 31st following the giving of the notice of termination.

4. Applicability.

- 4.1 This Agreement applies to all Jointly Funded Open Space Parcels and to all Jointly Acquired Open Space Parcels existing as of the date of this Agreement, as well as to all Jointly Funded Open Space Parcels and Jointly Acquired Open Space Parcels acquired or jointly funded by the Parties throughout the Term of this Agreement. Exhibit "A" is a list of properties the Parties have identified as Jointly Funded Open Space Parcels existing as of the Effective Date of this Agreement, and Exhibit "B" is a list of Jointly Acquired Open Space Parcels existing as of the Effective Date of this Agreement. If it is subsequently determined that either Exhibit "A" or Exhibit "B" is incorrect or incomplete, the exhibit will be revised to correctly reflect the listing of all Jointly Funded Open Space Parcels and all Jointly Acquired Open Space Parcels existing as of the Effective Date of this Agreement. The failure to include a particular parcel of land in either Exhibit "A" or Exhibit "B" is not a waiver of either Party's rights (if any) with respect to such parcel.

- 4.2 By separate agreement entered into subsequent to this Agreement the Parties may exclude any Jointly Funded Open Space Parcel or any Jointly Acquired Open Space Parcel from the provisions of this Agreement, or modify this Agreement with respect to any Jointly Funded Open Space Parcel or Jointly Acquired Open Space Parcel.
- 4.3 This Agreement does not apply to any real property owned by either Party that is neither a Jointly Funded Open Space Parcel or a Jointly Acquired Open Space Parcel.
5. Jointly Funded Open Space. The following provisions apply to the acquisition and possible disposition of a Jointly Funded Open Space Parcel.
- 5.1 If the Parties agree to purchase a Jointly Funded Open Space Parcel, they will agree upon:
- (a) the Party who will take title to the Jointly Funded Open Space Parcel;
 - (b) the amount of money that will be contributed by the Contributing Party toward the acquisition of the Jointly Funded Open Space Parcel;
 - (c) the date by which the money will be paid by the Contributing Party to the Acquiring Party; and
 - (d) other matters deemed to be relevant to the acquisition of the Jointly Funded Open Space Parcel.
- 5.2 The Acquiring Party will prepare all contract documents related to the acquisition of the Jointly Funded Open Space Parcel.
- 5.3 The Acquiring Party will pay all closing costs related to the acquisition of a Jointly Funded Open Space Parcel.
- 5.4 Title to a Jointly Funded Open Space Parcel will be taken solely in the name of the Acquiring Party, and any title insurance policy for the Jointly Funded Open Space Parcel will be issued solely to the Acquiring Party.
- 5.5 In exchange for the financial contribution made by the Contributing Party, the Acquiring Party agrees to limit the future use of the Jointly Funded Open Space Parcel to those uses agreed to by the Parties in the Open Space Management Plan. If, for any reason, the Parties are unable to agree on the allowed uses of a Jointly Funded Open Space Parcel, and to the extent the Open Space Management Plan does not specify a permitted use, the Acquiring Party agrees that such parcel may only be used for public open space and recreational purposes, including, but not limited to, hiking, cross-country skiing, bicycling, snow-shoeing, environmental reclamation/remediation, and fishing access. The uses enumerated in the preceding sentence also include related work which may or may not require disturbance of the surface of the property or construction of any structure on the

Property such as the construction or repair of parking areas, trailhead areas, paved bicycle paths, and soft surface trails.

- 5.6 If a Jointly Funded Open Space Parcel is being used by the Acquiring Party for a use or uses other than those described in Subsection 5.5, such action will constitute a default under this Agreement. The provisions of this Subsection 5.6, and not the default provisions of Section 11 of this Agreement, will apply in such circumstance. If the default is not cured within 30 days after written notice of the default is given by the Contributing Party to the Acquiring Party, or if such default cannot be completely cured within such 30 day period, if the Acquiring Party does not commence correcting the default within the 30 day period and thereafter correct the default with due diligence and good faith, the Acquiring Party will, upon demand by the Contributing Party, refund the amount paid by the Contributing Party in connection with the acquisition of the Jointly Funded Open Space Parcel, together with interest calculated at a rate equal to the overall percentage increase (if any) in the Consumer Price Index for All Urban Consumers (CPI-U) for All Items for the Denver-Boulder, Colorado area produced by the Bureau of Labor Statistics, or any successor index, from the month of the payment by the Contributing Party to the month preceding the refund of the such payment by the Acquiring Party. The amount repaid by the Acquiring Party may never be less than the initial payment made by the Contributing Party. The Acquiring Party will make any payment due to the Contributing Party under this Section 5 within 60 days after the demand for payment has been made by the Contributing Party. Upon receipt of all sums due to it, the Contributing Party will execute such documentation as may reasonably required by the Acquiring Party acknowledging receipt of such sums and, except for indemnification obligations under Section 10, releasing all further claims under this Agreement with respect to the Jointly Funded Open Space Parcel.
- 5.7 If this Agreement is terminated for any reason, the obligation of an Acquiring Party to pay the Contributing Party as described in this Section 5 will continue to be enforceable notwithstanding such termination.
- 5.8 If the Acquiring Party trades or sells a Jointly Funded Open Space Parcel, or any portion thereof, to the United States Forest Service, or any other governmental entity, the provisions of Subsection 5.11 do not apply. However, in such event the Acquiring Party shall repay to the Contributing Party the amount paid toward the acquisition of such parcel by the Contributing Party, together with interest on such payment calculated in the manner described in Subsection 5.6
- 5.9 In addition, in the event of such trade or sale the Acquiring Party will not be limited by this Agreement in its use of the real property it receives in the trade or sale.
- 5.10 The Acquiring Party may unilaterally exclude any Jointly Funded Open Space Parcel from the provisions of this Agreement by repaying to the Contributing Party the amount paid toward the acquisition of such land by the Contributing

Party, together with interest on such payment calculated in the manner described in Subsection 5.6

5.11 If, at any time during the Term of this Agreement, an Acquiring Party receives an offer for the purchase of any of its Jointly Funded Open Space Parcels, the Acquiring Party agrees not to accept such offer or make any contract of sale with respect to said parcel without first giving the Contributing Party the right to acquire the Jointly Funded Open Space Parcel upon the same terms and conditions contained in such offer of purchase. The Acquiring Party agrees to give to the Contributing Party written notice of the terms and conditions of such offer in accordance with the provisions of Section 12 and, if the Contributing Party fails to enter into a bona fide contract upon the same terms and conditions as those proposed to the Acquiring Party by the prospective purchaser within 30 days after the giving of such notice, then the Acquiring Party may sell the Jointly Funded Open Space Parcel to the party making the offer. If, for any reason, the Jointly Funded Open Space Parcel is not sold to such party, notice of any subsequent bona fide offer that is acceptable to the Acquiring Party will be given to the Contributing Party upon the same terms and conditions for acceptance or rejection as hereinabove provided. Either party may record appropriate notice of its rights under this Subsection 5.11 in the real property records of the Clerk and Recorder of Summit County, Colorado.

6. Jointly Acquired Open Space. The following provisions apply to the acquisition and possible disposition of a Jointly Acquired Open Space Parcel. We would like to keep the original 50/50 split concept for joint ownership, unless otherwise agreed.

- 6.1 If the Parties agree that a Jointly Acquired Open Space Parcel is to be purchased, then each Party will pay 50% of the purchase price of the Jointly Acquired Open Space, including closing costs, unless otherwise agreed.
- 6.2 The Parties will agree which of them will prepare the contract documents related to the acquisition of the Jointly Acquired Open Space Parcel.
- 6.3 Title to a Jointly Acquired Open Space Parcel will be taken by the Parties as tenants in common with each of the Parties owning an undivided 50% interest in the parcel, unless otherwise agreed.
- 6.4 Without the prior written consent of the other Party, neither Party will seek to partition any Jointly Acquired Open Space Parcel. This restriction will survive the termination of this Agreement, and continue to be enforceable thereafter in perpetuity.
- 6.5 No Jointly Acquired Open Space Parcel may be sold except by the mutual agreement of the Parties. The terms and conditions of any such sale shall be set forth in a written contract approved by both Parties. Such contract will provide for an agreed allocation of the net proceeds of the sale between the Parties.

- 6.6 If any parcel of Jointly Acquired Open Space is condemned by a party having the lawful authority to do so, all landowner compensation, attorneys' fees, and costs awarded or agreed to in connection with such condemnation action will be divided equally between the Parties, unless otherwise agreed.
- 6.7 All matters related to the use, maintenance, and management of all Jointly Acquired Open Space Parcels will be determined by mutual agreement of the Parties in the Open Space Management Plan described in Section 7.

7. Open Space Management Plan.

7.1 From time to time throughout the Term of this Agreement the Parties will develop, approve, fund, and implement one or more Open Space Management Plans for the use, maintenance, and management of:

- (a) all Jointly Acquired Open Space Parcels; and
- (b) those Jointly Funded Open Space Parcels that the Parties agree to include in the plan.

The Open Space Management Plans will be approved by the governing bodies of both Parties and will be the controlling agreement for the use, maintenance and management of all Jointly Acquired Open Space Parcels and those Jointly Funded Open Space Parcels included in the plan, unless the plan is modified by mutual agreement of the Parties. If there is a conflict between the terms of the Open Space Management Plans and this Agreement, the terms of this Agreement shall control.

8. Insurance.

8.1 Required Insurance. Throughout the Term of this Agreement the Town and the County will each procure and maintain the following minimum insurance coverages:

- (a) workers' compensation insurance to cover obligations imposed by applicable laws for any employee of the Town or County (as applicable).
- (b) general liability insurance with limits of liability not less than the limits of liability established from time to time by the Act. The policy must include coverage for bodily injury, broad form property damage (including complete operations), personal injury (including coverage for contractual and employee's acts), blanket contractual, products, and completed operations.

Such coverages will be procured and maintained with forms and insurers reasonably acceptable to the other Party. All coverage will be continuously maintained throughout the Term of this Agreement. In the case of any claims-

made policy, the necessary retroactive dates and extended reporting periods will be procured to maintain such continuous coverage.

- 8.2 Deductibles. The Town and the County are each solely responsible for any deductible amounts required to be paid under their own required insurance policies described in Subsection 8.1.
- 8.3 Insurance Certificate. Each Party shall provide the other Party with a certificate of insurance evidencing that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Such certificates shall be provided within 10 days of the Effective Date of this Agreement, and on each renewal or replacement of the required insurance policies throughout the Term of this Agreement. The completed insurance insurances will be sent to the Parties at the addresses provided in Section 12.
- 8.4 Open Space Not To Be Open To Public Use If No Insurance Coverage. If at any time during the Term of this Agreement either the Town or the County fails to procure or maintain policies providing the required coverages, conditions, and minimum limits set forth above, no public use of any Jointly Acquired Open Space Parcel will be permitted until such time as the required insurance policies have been obtained. The failure of a Party to produce a certificate of insurance evidencing that policies providing the required coverages, conditions, and minimum limits are in full force and effect within 10 days of a written demand by the other Party shall create a presumption that the required insurance policies are not in full force and effect. This Subsection 8.4 shall not be deemed to create a duty by either the Town or County to patrol or enforce any closure of a Jointly Acquired Open Space Parcel.
9. Governmental Immunity. The Parties are each relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other limitation, right, immunity, defense or protection otherwise available to Town and the County, and their officers, representatives, agents and employees.
10. Mutual Indemnification.
- 10.1 Indemnification By Town. The Town will indemnify and defend the County, its officers, employees, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, arising out of or in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:
- (a) the negligence or intentional wrongful act of the Town, or any officer, employee, representative or agent of the Town; or

- (b) the Town' s breach of this Agreement,

except to the extent such liability, claim or demand arises through the negligence or intentional wrongful act of the County, its officers, employees, or agents, or the County' s breach of this Agreement. To the extent indemnification is required under this Agreement, the Town agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.

- 10.2 Indemnification By County. The County will indemnify and defend the Town, its officers, employees, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, arising out of or in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:

- (a) the negligence or intentional wrongful act of the County, or any officer, employee, representative or agent of the County; or
- (b) the County' s breach of this Agreement,

except to the extent such liability, claim or demand arises through the negligence or intentional wrongful act of the Town, its officers, employees, or agents, or the Town' s breach of this Agreement. To the extent indemnification is required under this Agreement, the County agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.

- 10.3 Indemnity Subject To Act. The obligation of a Party to indemnify and defend the other Party pursuant to this Section 10 is expressly subject to any applicable limitation or provision of the Act or any other law providing similar limitations or protections.

- 10.4 Indemnity For Worker' s Compensation Claims.

- (a) The Town will indemnify and defend the County with respect to any claim, damage, or loss arising out of any worker' s compensation claim of any employee of the Town.
- (b) The County will indemnify and defend the Town with respect to any claim, damage, or loss arising out of any worker' s compensation claim of any employee of the County.

10.5 Survival. The obligation of a Party to indemnify and defend the other Party pursuant to this Section 10 will survive the termination of this Agreement, and will continue to be enforceable thereafter until such obligations are fully performed.

11. Default; Resolution Of Disputes.

11.1 Default. A default will exist under this Agreement if any Party violates any covenant, condition or obligation required to be performed hereunder. If any Party fails to cure such default within 20 business days after another Party gives written notice of the default to the Defaulting Party, then, at the Non-Defaulting Party's option, the Non-Defaulting Party may terminate this Agreement. In the event of a default not capable of being cured within 20 business days, a Defaulting Party will not be in default hereunder if it commences curing the default within 20 business days after receipt of written notice of default from the Non-Defaulting Party, and thereafter cures such default with due diligence and in good faith. Notwithstanding any Party's right to terminate this Agreement for an uncured default, this Agreement is subject to the rights of any Party to invoke the remaining provisions of this Section 11.

11.2 Negotiation. Either Party may give the other Party written notice of any dispute arising out of or related to this Agreement that is not resolved in the normal course of business. The Parties will attempt in good faith to resolve any such dispute promptly by negotiations between the Parties' Authorized Representatives. Within 15 business days after receipt of said notice, Authorized Representatives will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within 60 business days of the notice of dispute, or if the Parties fail to initially meet within 15 business days, either Party to the dispute may initiate mediation of the controversy as provided below.

11.3 Mediation. If the dispute has not been resolved by negotiation as provided above, the Parties will endeavor to settle the dispute by mediation with a neutral third Party. If the Parties encounter difficulty in agreeing on a neutral third Party, they may each appoint a neutral third Party, such third Parties to appoint a neutral third Party to mediate.

11.4 Arbitration. Any dispute arising out of or relating to this Agreement or the breach, termination or validity hereof, which has not been resolved by the methods set forth above within 60 business days of the initiation of mediation, will be finally settled by binding arbitration conducted expeditiously in accordance with the commercial arbitration rules of the American Arbitration Association (or other rules as may be agreed to by the Parties) by a sole arbitrator. The place of arbitration will be Breckenridge, Colorado. The arbitrator is not empowered to award damages in excess of compensatory damages.

- 11.5 Provisional Remedies. The procedures specified in this Section 11 are the sole and exclusive procedures for the resolution of disputes among the Parties arising out of or relating to this Agreement; provided, however, that a Party may seek a preliminary injunction or other provisional judicial relief if, in its judgment, such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the Parties will continue to participate in good faith in the procedures specified in this Section 11.
- 11.6 Performance To Continue. Each Party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.
- 11.7 Extension Of Deadlines. All deadlines specified in this Section may be extended by mutual agreement.
- 11.8 Costs. Each Party will pay its own costs with respect to negotiation and mediation. The prevailing Party in any arbitration or provisional judicial relief is entitled to reimbursement from the other Party for all reasonable costs and expenses, including attorney fees in connection with such arbitration or provisional judicial relief.
12. Notices. All notices required or permitted under this Agreement must be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by telecopies directed as follows:

If intended for Town to:

Town of Breckenridge
P.O. Box 168
150 Ski Hill Road
Breckenridge, Colorado 80424
Attn: Timothy J. Gagen, Town Manager
Telecopier number: (970)547-3104
Telephone number: (970)453-2251

with a copy in each case (which will not constitute notice) to:

Timothy H. Berry, Esq.
Town Attorney
Timothy H. Berry, P.C.
131 West 5th Street
P. O. Box 2
Leadville, Colorado 80461
Telephone number: (719)486-1889
Telecopier number: (719)486-3039

If intended for County, to:

Board of County Commissioners
P.O. Box 68
Breckenridge, Colorado 80424
Attn: Gary Martinez, County Manager
Telephone number: (970)453-3401
Telecopier number: (970)453-3535

with a copy in each case (which will not constitute notice) to:

Jeff Huntley, Esq.
Summit County Attorney
P.O. Box 68
Breckenridge, Colorado 80424
Telephone number: (970)453-3407
Telecopier number: (970)454-3535

Any notice delivered by mail in accordance with this Section is deemed to have been duly given and received on the third business day after the same is deposited in any post office or postal box regularly maintained by the United States postal service. Any notice delivered by telecopier in accordance with this Section is deemed to have been duly given and received upon receipt if concurrently with sending by telecopier receipt is confirmed orally by telephone and a copy of said notice is sent by certified mail, return receipt requested, on the same day to that intended recipient. Any notice delivered by hand or commercial carrier is deemed to have been duly given and received upon actual receipt. Either Party, by notice given as above, may change the address to which future notices may be sent. E-mail is not a valid method for the giving of notice under this Agreement.

13. Annual Appropriation.

13.1 Town Appropriation. Notwithstanding anything herein contained to the contrary, the Town's obligations under this Agreement are expressly subject to an annual appropriation being made by the Town Council of the Town of Breckenridge in an amount sufficient to allow Town to perform its obligations under this Agreement. If sufficient funds are not so appropriated, this Agreement may be terminated by either Party without penalty upon notice given in the manner described in Section 12. The Town's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

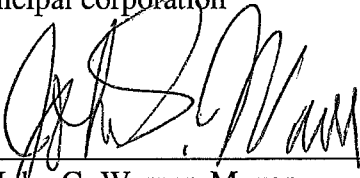
13.2 County Appropriation. Notwithstanding anything herein contained to the contrary, the County's obligations under this Agreement are expressly subject to an annual appropriation being made by the Board of County Commissioners of Summit County, Colorado in an amount sufficient to allow the County to perform its obligations under this Agreement. If sufficient funds are not so appropriated, this

Agreement may be terminated by either Party without penalty upon notice given in the manner described in Section 12. The County's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

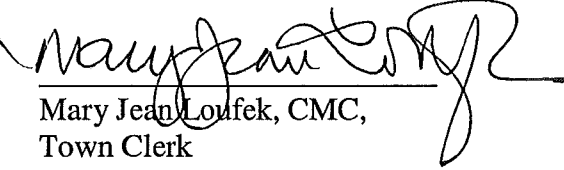
14. Third Parties. This Agreement does not confer upon or grant to any third party any right to claim damages or to bring suit, action, or other proceeding against either the Town or the County because of any breach of this Agreement, or because of any of the terms, covenants, agreements and conditions contained in this Agreement.
15. Waiver. The failure of either Party to exercise any of its rights under this Agreement is not a waiver of those rights. A Party waives only those rights specified in writing and signed by either Party waiving its rights.
16. Independent Contractor. In connection with this Agreement each of the Parties acts as an independent contractor (and not an agent or employee of the other Party), without the right or authority to impose tort or contractual liability upon the other Party.
17. Applicable Law. This Agreement will be interpreted in all respects in accordance with the laws of the State of Colorado.
18. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of this Agreement, and supersedes any prior agreement or understanding relating thereto.
19. Amendment. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties. No oral amendment or modification of this Agreement is allowed.
20. Severability. If any of the provisions of this Agreement are declared by a final, non-appealable judgment court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.
21. Section Headings. Section and subsection headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.
22. Authority. The individuals executing this Agreement on behalf of each of the Parties represent to the other Party that they have all requisite powers and authority to cause the Party for whom they have signed to enter into this Agreement, and to bind such Party to fully perform its obligations as set forth in this Agreement.
23. No Adverse Construction. Both Parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement is not to be construed against either Party based upon authorship.

24. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successor governing boards.
25. Approval By Governing Boards or Other Authority. In accordance with Section 29-1-203(1), C.R.S., this Agreement will not become effective unless and until it has been approved by the governing bodies of both the Town and the County, or by such persons as has the power to approve this Agreement on behalf of the Town and the County.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

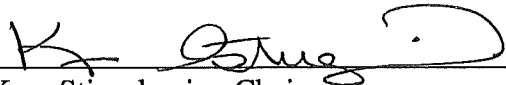
By: 
John G. Warner, Mayor

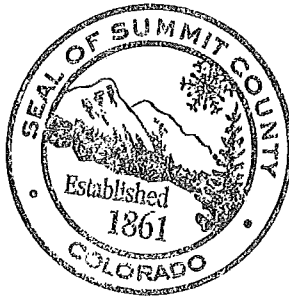
ATTEST:


Mary Jean Loufek, CMC,
Town Clerk

BOARD OF COUNTY COMMISSIONERS OF
SUMMIT COUNTY, COLORADO

By:


Karn Stiegelmeier, Chair



ATTEST:

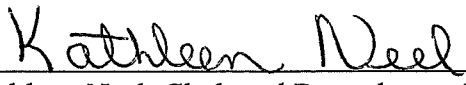

Kathleen Neel, Clerk and Recorder, and ex-officio
clerk to the Board of County Commissioners

EXHIBIT "A"
 TO
 INTERGOVERNMENTAL AGREEMENT
 (Jointly Owned and Jointly Funded Open Space Parcels)

List of Jointly Funded Open Space Parcels

Parcel Name or Description	Acquiring Party	Contributing Party	Acquisition Price	Amount of Contributing Party's Contribution
Cucumber Gulch	TOB	SC	\$4,750,000	\$475,000
Curtis Property	TOB	SC	\$125,000	\$12,500
Fourmile Bridge	SC	TOB	\$250,000	\$25,000
Jumbo Mill Site	SC	TOB	\$94,720	\$35,000
MBJ Parcel	TOB	SC	\$1,650,000	\$200,000
Sawlog and Wonderful Placer	SC	TOB	\$225,000	\$56,030

EXHIBIT "B"
TO
INTERGOVERNMENTAL AGREEMENT
(Jointly Owned and Jointly Funded Open Space Parcels)

List of Jointly Acquired Open Space Parcels

Parcel Name or Description	Acquisition Price	Date	Acres
B&B Mining Claims (includes Cobb & Ebert)	\$9,000,000	5/05	1683.00
Barney Ford Woods East/Williams	\$191,105	1/02	16.3
Barney Ford Woods West/Betz	Land Exchange	1/01	47.2
Black Gulch	\$78,968	8/01	19.74
Brill Wetlands	\$320,000	1/09	14.5
Browns Gulch/Star Placer East Claims - Robertson	\$353,500	6/07	50.50
Bruns	\$15,000	7/01	7.1
Camp Bird	\$60,000	12/08	5.16
Carpenter Placer	\$496,000	12/99	153.69
Claims W. of Lincoln Meadow/Hardwick	\$120,000	6/00	32.96
Cleopatra Lodes & Summit Gulch	\$133,076	6/04	35.02
Cucumber Gulch Overlook	Donation	12/00	1.04
Dash Warren/John Shock Claims	\$17,670	8/04	4.65
Detroit Placer	\$202,000	12/98	80.81
Galena Gulch (portion)/Morris	\$46,950	11/03	15.65
Galena Mining Claims/Richards	\$76,000	10/01	38.04
Golden Gate Placer	\$300,000	10/97	148.13
Ironside and Gold Bug Lodes	\$144,480	4/09	10.32
Loma Verde Lots 38-41, 44-50	\$62,500	6/04	10.75
Loma Verde Lots 42&43	\$60,000	2/11	1.95
July Lode	\$72,240	4/09	5.16
Key West	Donation	10/01	5.16
Kipp/East of Gold Run Gulch	\$3,759	10/01	1.79
Lewis	\$135,000		
Levy/E. of Gold Run Gulch	\$8,400	10/01	4.00
Middle Fork Swan & Quandary/Sts John Mining Co	\$38,363	7/02	25.58
Mission Enterprises/E. of Gibson Gulch Claims	\$26,750	8/01	10.70
MJ Lode Claim	\$6,105	3/04	4.07

Mt. Guyot Claims	\$38,730	7/02	25.82
Munshaw/ E. of Gold Run Gulch	\$158,000	1/07	14.33
North and Middle Forks of the Swan/Essex	\$584,850	6/01	389.90
Parkville Phase I	\$500,000	8/02	19.77
Parkville Phase II	\$500,000	1/03	17.91
Parkville Phase III	\$1,290,000	4/01	164.95
Parkville Parcels 1, 2, Cemetery	Donation	4/01	7.35
Quandary Village Lots	\$480,000	8/08	12.02
Ravan Lode	\$15,480	10/08	5.11
Ridge #1 Lode	\$18,960	6/04	4.74
Royal Placer	\$315,000	8/10	24.72
Scott and Jason Lodes	\$25,000	10/09	10.32
Storms Placer	\$140,000	12/10	40.28
Summit Gulch Claims/Robinson	\$112,400	7/01	56.20
Swan River Valley Lot 12	\$350,000	2/09	12.28
White Cloud	\$60,000	12/08	5.15
White Top Claims	\$7,740	9/03	5.16

MEMO

TO: Town Council

FROM: Town Attorney

RE: Resolution Ratifying Agreement to Jointly Purchase Parcel With Summit County Government

DATE: April 25, 2012 (for May 8th meeting)

The Council previously agreed to participate with Summit County in the acquisition of the ±1.604 acre parcel in the McDill Placer owned by the Upper Blue Sanitation District. Under the terms of the deal, the Town is to acquire a 50% interest in the property at a cost of \$8,750. The County will acquire the remaining 50% interest in the property.

A purchase agreement for the property has been prepared and executed by the Town Manager, and it is necessary for the Council to ratify his signing of the agreement.

Enclosed with this memo is a resolution to ratify the Town Manager's signature on the purchase agreement.

I will be happy to discuss this matter with you on Tuesday.

1 ***FOR WORKSESSION/ADOPTION – MAY 8***

2
3 A RESOLUTION

4
5 SERIES 2012

6
7 A RESOLUTION RATIFYING AND APPROVING A REAL ESTATE OPTION
8 AGREEMENT BETWEEN THE TOWN OF BRECKENRIDGE, THE BOARD OF COUNTY
9 COMMISSIONERS OF SUMMIT COUNTY, AND THE UPPER BLUE SANITATION
10 DISTRICT
11 (Part of the McDill Placer)

12
13 WHEREAS, the Town of Breckenridge and the Board of County Commissioners of
14 Summit County (“**County**”) desire to enter into an Option Agreement granting to the Town and
15 the County the right and option to acquire the interest of the Upper Blue Sanitation District in a
16 1.604 acre portion of the McDill Placer, located in Section 1 of Township 8 South, Range 78
17 West in Summit County, Colorado; and

18
19 WHEREAS, an Option Agreement between the Town, the County, and the Upper Blue
20 Sanitation District has been prepared, a copy of which is marked **Exhibit “A”**, attached hereto
21 and incorporated herein by reference (“**Agreement**”); and

22
23 WHEREAS, the Town Council has reviewed the proposed Agreement, and finds and
24 determines that it would be in the best interests of the Town and its residents for the Town to
25 enter into the proposed Agreement; and

26
27 WHEREAS, Rule 6.1(b) of the Council Procedures and Rules of Order provides that a
28 resolution may be used to approve a contract; and

29
30 WHEREAS, the Agreement has previously been executed by the Town Manager, and it
31 necessary and appropriate for the Town Council to ratify the previous execution of the
32 Agreement by the Town Manager.

33
34 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
35 BRECKENRIDGE, COLORADO, as follows:

36
37 Section 1. The Option Agreement between the Town, the County, and the Upper Blue
38 Sanitation District (**Exhibit “A”** hereto) is approved, and the Town Manager’s previous
39 execution of such Option Agreement for and on behalf of the Town of Breckenridge is ratified,
40 confirmed, and approved.

41
42 Section 2. At such time as the Town Manager is advised by the Town Attorney that it is
43 appropriate to do so, the Town Manager is hereby authorized, empowered and directed to give
44 notice of the exercise of the option granted to the Town by said Agreement prior to the deadline
45 provided for in the Agreement, and thereafter to take all necessary and appropriate action to

1 close the purchase of the real property contemplated by the Agreement. In connection therewith,
2 the Town Manager shall have full power and authority to do and perform all matters and things
3 necessary to the purchase and acquisition of the property described in the Agreement, including
4 but not limited to the following:

- 5
6 1. The making, execution and acknowledgment of extension
7 agreements, settlement statements, closing agreements and
8 other usual and customary closing documents;
- 9
10 2. The acceptance of delivery of the deed for the Town's
11 interest in subject real property;
- 12
13 3. The recording of the deed for the Town's interest in the
14 subject property with the Summit County Clerk and
15 Recorder; and
- 16
17 4. The performance of all other things necessary to the
18 acquisition of the subject property by the Town.

19
20 Section 3. This resolution is effective upon adoption.

21
22 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____, 2012.

23
24 TOWN OF BRECKENRIDGE

25
26
27
28 By: _____
29 John G. Warner, Mayor

30
31 ATTEST:

32
33
34
35 _____
36 Brian Waldes, Town Clerk

37
38 APPROVED IN FORM

39
40
41
42 _____
43 Town Attorney date

44
45
46 600-228\Ratification Resolution (04-25-12)

OPTION AGREEMENT

Date: April 3, 2012

SELLER: Upper Blue Sanitation District
Robin Theobald, President
c/o Andrew Carlberg, Manager
acbrecksan@aol.com
P.O. Box 1216
Breckenridge, CO 80424

PURCHASER: Board of County Commissioners of Summit County, Colorado (undivided 50% interest)
P.O. Box 68
Breckenridge, CO 80424

Town of Breckenridge (undivided 50% interest)
P.O. Box 168
Breckenridge, CO 80424

(Collectively referred to as "*Purchaser*")

In consideration of the sum of \$100.00 (One hundred dollars) paid to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby gives and grants to Purchaser the exclusive option to purchase a 1.604 acre portion of the McDill Placer located in Section 1 of Township 8 South, Range 78 West, in Summit County, Colorado; and as more particularly described in the deed recorded at Reception Number 337064 in the office of the Summit County Clerk and Recorder.

Together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, all improvements thereon and all attached fixtures thereon in their present condition, as is, where is, and with all faults (collectively the "*Property*").

If Purchaser decides to purchase the Property, Purchaser must notify Seller on or before May 16, 2012 (*Notification Date*) which notice must be in writing and sent by fax, email with return receipt, registered or certified mail or delivered personally. Such notice shall be effective when mailed or delivered to Seller at the address set forth above. The total purchase price of the Property shall be \$17,500.00 which shall be paid as follows:

\$100.00 in the form of a check provided with this Option Agreement.

\$500.00 in the form of a check, as an earnest money deposit and part payment of purchase price. Said earnest money payment shall be deposited in escrow with a title company with offices in Summit County chosen by Seller when the purchase notice is given and shall be paid to Seller at the time of closing.

\$16,900.00 plus closing costs to be split equally between Seller and Purchaser, in funds that comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check, and cashier's check (Good Funds).

If the Option is not exercised on or before the Notification Date, the option money paid hereunder shall not be refunded to the Purchaser, but shall be retained by the Seller, and all obligations of both the Purchaser and the Seller arising under this Option Agreement shall terminate.

In the event the option is exercised, the Property shall be transferred and the closing shall take place upon the following terms and conditions:

1. The purchase price shall include all minerals appurtenant to the Property and owned by Seller.
2. Seller shall furnish to Purchaser, at Seller's expense, a current commitment for owner's title insurance policy in an amount equal to the purchase price on or before seven (7) days after Purchaser notifies Seller of its intent to purchase the Property. Copies of all documents referred to in the title commitment shall be provided to Purchaser along with the commitment. Purchaser shall have the right to inspect the title commitment and provide Seller written notice of unmerchantability of title or of any other unsatisfactory title condition shown by the title documents prior to closing. If any unsatisfactory title condition is not corrected prior to closing, then Purchaser shall have the option to terminate this contract and demand and receive the return of all monies paid hereunder.
3. Seller shall furnish, at Seller's expense, an ALTA title insurance policy to Purchaser at closing or as soon thereafter as possible pursuant to the title commitment accepted by Purchaser. Such title policy shall have owner's extended coverage (title insurance with standard exceptions deleted and including gap coverage) at Purchaser's expense, provided, however, this paragraph shall not require Seller to procure a new survey of the Property.
4. The date of closing shall be on or before June 15, 2012. The location, date and time of closing shall be designated by Seller and Purchaser upon mutual agreement.
5. Seller shall convey the Property to Purchaser by special warranty deed, free and clear of all taxes except for taxes for the year of closing, but subject to all other liens, encumbrances, easements, rights-of-way, restrictions, mineral reservations, and other matters that are of record or that are indicated by any survey provided to Purchaser or by a visual inspection of the Property. If title is not merchantable, or if the Property should be damaged prior to closing, the Purchaser may elect to demand and receive the return of all monies paid hereunder. In the event Purchaser demands and receives the return of all monies paid hereunder pursuant to this paragraph 5, all obligations of both Purchaser and Seller as set forth in this Option Agreement shall terminate.
6. Purchaser represents to Seller that it is not a party to a contract which requires the payment of any real estate commission upon sale of the Property to Purchaser. Seller represents to Purchaser that it is not a party to a contract which requires the payment of any real estate commission upon sale of the Property by Seller. In the event a claim for such commission is made, the party that allegedly retained the claimant shall be solely responsible for payment of the commission and/or defense of the claim.
7. Taxes, as determined by the current levy and assessment, assessments, and all pre-paid items shall be apportioned to the date of closing when the deed and possession of the Property shall be delivered to Purchaser.
8. During the term of this Contract the Purchaser, its agents, employees, contractors, and engineers, shall have the right from time to time to enter upon the Property at their risk for the purpose of inspecting the same and conducting surveys, engineering studies, borings, soil tests, investigations,

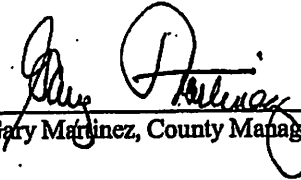
feasibility studies and the like. Within a reasonable time after such entries Purchaser shall, to the extent practicable, restore the Property to its prior condition. The Purchaser agrees to indemnify and save the Seller harmless from all claims arising by reason of such entries.

9. Seller represents that there is a leach field on the Property which Seller used for phosphorus removal but that leach field is no longer operational. Prior to closing, seller will remove all surface plumbing structures and backfill all manholes. Purchase is subject to a Phase I environmental assessment of hazardous substances satisfactory to Purchaser being completed at Purchaser's discretion and expense, prior to closing, and a finding that there are no hazardous substances on the Property. If notice is not provided to Seller by Purchaser on or before five days prior to closing then this provision shall be deemed to have been met or waived.
10. In the event of a default hereunder by Purchaser, all obligations of both Purchaser and Seller arising under this Option Agreement shall terminate and Seller shall be entitled to keep the option money without accounting to Purchaser therefore, and if the option to purchase has been exercised by Purchaser and the Earnest Money has been deposited in escrow, the title company holding such escrow shall deliver such Earnest Money to Seller and Seller shall be entitled to keep and retain such Earnest Money without accounting to Purchaser therefore. In the event Seller defaults under the terms and conditions hereof, Purchaser may demand and receive the return of the option money and earnest money paid hereunder, or Purchaser may elect to treat this contract as being in full force and effect and Purchaser shall have the right to an action for specific performance of this contract or damages, or both. In the event a civil action is filed regarding the terms of this contract, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees.
11. This option proposal shall expire unless accepted in writing by Seller, as evidenced by Seller's signature below, and Purchaser receives notice of such acceptance on or before April 20, 2012. Scanned signatures or signatures sent by telefax are acceptable for all purposes. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.
12. Seller shall not be obligated to cure any unsatisfactory title condition or environmental condition pertaining to the Property that is identified by Purchaser pursuant to Paragraphs 2 or 9 above. Purchaser's remedy for any such unsatisfactory condition that is not cured by Seller shall be the termination of this Option Agreement as provided for herein.

(Signatures on following page)

PURCHASERS

Board of County Commissioners of Summit County, Colorado

By: 
Gary Martinez, County Manager

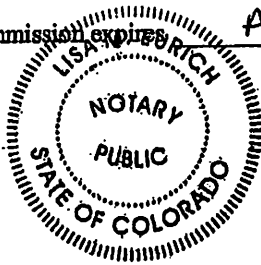
Approved as
to form

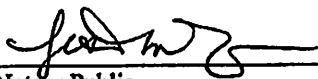

Notary Public

STATE OF COLORADO)
)
County of Summit)

The foregoing instrument was acknowledged before me this 3rd day of April, 2012, Gary Martinez, as County Manager of Summit County, Colorado.

My commission expires August 30, 2015. Witness my hand and official seal.




Notary Public

PURCHASERS

Town of Breckenridge

By: _____
Timothy J. Gagen, Town Manager

STATE OF COLORADO)
)
County of Summit)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Timothy J. Gagen as Town Manager of the Town of Breckenridge.

My commission expires _____, _____. Witness my hand and official seal.

Notary Public

PURCHASERS
Board of County Commissioners of Summit County, Colorado

By: _____
Gary Martinez, County Manager

STATE OF COLORADO)
)
County of Summit)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, Gary Martinez, as County Manager of Summit County, Colorado.

My commission expires _____, _____. Witness my hand and official seal.

Notary Public

PURCHASERS
Town of Breckenridge

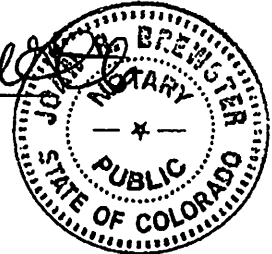
By: _____
Timothy J. Gagen, Town Manager

STATE OF COLORADO)
)
County of Summit)

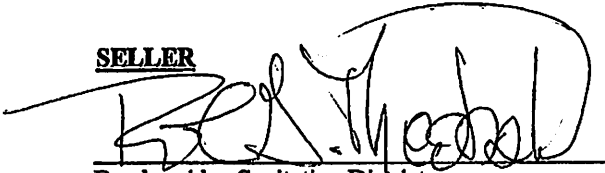
The foregoing instrument was acknowledged before me this 3rd day of April, 2012, by Timothy J. Gagen as Town Manager of the Town of Breckenridge.

My commission expires 5/3, 2015. Witness my hand and official seal.

Scott R. Beeler
Notary Public

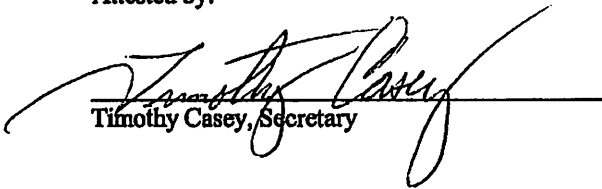


SELLER



Breckenridge Sanitation District
Robin Theobald, President

Attested by:

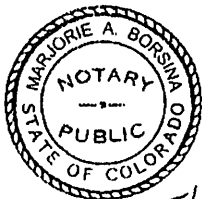


Timothy Casey, Secretary

STATE OF COLORADO)
)
)
)
County of Summit)

The foregoing instrument was acknowledged before me this 19th day of April, 2012, by Robin Theobald as President of the Upper Blue Sanitation District.

My commission expires May 19, 2016. Witness my hand and official seal.



Marjorie A. Borzina
Notary Public

My Commission Expires 5/19/16

MEMO

TO: Town Council

FROM: Town Attorney

RE: Resolution Ratifying Agreement to Jointly Purchase Parcel With Summit County Government

DATE: April 30, 2012 (for May 8th meeting)

The Council previously agreed to participate with Summit County in the acquisition of the ±5.16 acre Juventa Lode claim as open space. Under the terms of the deal, the Town is to acquire a 50% interest in the property at a cost of \$13,200. The County will acquire the remaining 50% interest in the property.

A purchase agreement for the property has been prepared and executed by the Town Manager, and it is necessary for the Council to ratify his signing of the agreement.

Enclosed with this memo is a resolution to ratify the Town Manager's signature on the purchase agreement.

I will be happy to discuss this matter with you on Tuesday.

1 ***FOR WORKSESSION/ADOPTION – MAY 8***

2
3 A RESOLUTION

4
5 SERIES 2012

6
7 A RESOLUTION RATIFYING AND APPROVING THE TOWN MANAGER’S SIGNING OF
8 AN ASSIGNMENT OF PARTIAL INTEREST IN REAL ESTATE OPTION AGREEMENT
9 WITH SUMMIT COUNTY, COLORADO
10 (Juventa Lode, MS #5399)
11

12 WHEREAS, Summit County, Colorado, acting by and through the Board of County
13 Commissioners (“**County**”), has entered into an Option Agreement granting to the County the
14 right and option to acquire the interests of Leslie Winfield and Susan Winfield in the Juventa
15 Lode, M.S. #5399, in Summit County, Colorado (“**Option Agreement**”); and
16

17 WHEREAS, the Town desires to obtain a partial assignment of the County’s rights under
18 the Option Agreement so that the Town can jointly acquire with the County the real property
19 described in the Option Agreement; and
20

21 WHEREAS, a proposed “Assignment of Partial Interest in Option Agreement” between
22 the Town and the County has been prepared, a copy of which is marked **Exhibit “A”**, attached
23 hereto and incorporated herein by reference (“**Assignment**”); and
24

25 WHEREAS, the Town Council has reviewed the proposed Assignment, and finds and
26 determines that it would be in the best interests of the Town and its residents for the Town to
27 enter into the proposed Assignment; and
28

29 WHEREAS, Rule 6.1(b) of the Council Procedures and Rules of Order provides that a
30 resolution may be used to approve a contract; and
31

32 WHEREAS, the proposed Assignment has previously been executed by the Town
33 Manager, and it necessary and appropriate for the Town Council to ratify the previous execution
34 of the Agreement by the Town Manager.
35

36 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
37 BRECKENRIDGE, COLORADO, as follows:
38

39 Section 1. The “Assignment of Partial Interest in Option Agreement” between the Town
40 and Summit County, Colorado, acting by and through the Board of County Commissioners
41 (**Exhibit “A”** hereto) is approved, and the Town Manager’s previous execution of such
42 document for and on behalf of the Town of Breckenridge is ratified, confirmed, and approved.
43

44 Section 2. At such time as the Town Manager is advised by the Town Attorney that it is
45 appropriate to do so, the Town Manager is hereby authorized, empowered and directed to take all
46 necessary and appropriate action to close the purchase of the real property contemplated by the

1 Assignment of Partial Interest in Option Agreement. In connection therewith, the Town Manager
2 shall have full power and authority to do and perform all matters and things necessary to the
3 purchase and acquisition of the property described in the "Assignment of Partial Interest in
4 Option Agreement", including, but not limited to, the following:
5

- 6 1. The making, execution, and acknowledgment of extension
7 agreements, settlement statements, closing agreements and
8 other usual and customary closing documents;
9
- 10 2. The acceptance of delivery of the deed for the Town's
11 interest in subject real property;
12
- 13 3. The recording of the deed for the Town's interest in the
14 subject property with the Summit County Clerk and
15 Recorder; and
16
- 17 4. The performance of all other things necessary to the
18 acquisition of the subject property by the Town.
19

20 Section 3. This resolution is effective upon adoption.
21

22 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____, 2012.
23

24 TOWN OF BRECKENRIDGE
25

26
27 By: _____
28 John G. Warner, Mayor
29

30 ATTEST:
31

32
33 _____
34 Brian Waldes, Town Clerk
35

36 APPROVED IN FORM
37

38
39 _____
40 Town Attorney date
41

42
43 600-231\Resolution (04-27-12)
44

Assignment of Partial Interest in Option Agreement

This Assignment of Partial Interest in Option Agreement (“*Assignment*”) is dated _____, 2012 and is between SUMMIT COUNTY, COLORADO, acting by and through its Board of County Commissioners (“*County*”) and the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“*Town*”).

WHEREAS, the County entered into that Option Agreement with Leslie Winfield and Susan Winfield dated April 2, 2012 (“*Option Agreement*”); and

WHEREAS, pursuant to the Option Agreement the County obtained the option to purchase the following real property located in Section 34 of Township 6 South, Range 77 West in Summit County, Colorado, more particularly described as:

The Juventa Lode, MS# 5399

(“*Property*”)

and

WHEREAS, the Town desires to obtain an assignment of a partial interest in the Option Agreement so that at closing the Town and the County will acquire the Property as tenants in common with the County owning an undivided fifty percent (50%) interest and the Town owning an undivided fifty percent (50%) interest; and

WHEREAS, the County is willing to assign to the Town a partial interest in its option to purchase the Property in accordance with, and subject to, the terms, conditions and provisions of this Assignment.

NOW, THEREFORE, the parties agree as follows:

1. Partial Assignment of Option. For Fifty Dollars (\$50.00), the receipt and sufficiency of which is hereby acknowledged, the County hereby assigns, transfers, and conveys to the Town the right to purchase an undivided fifty percent (50%) interest the Property pursuant to the Option Agreement and this Assignment. The Town hereby accepts such partial assignment, and agrees to be bound by the terms and conditions of the Option Agreement with the same force and effect as if it had originally executed the Option Agreement.

2. Financial Obligations. At closing, Town will pay Thirteen Thousand Two Hundred Dollars (\$13,200.00) toward the purchase price of the Property, plus fifty percent (50%) of all closing costs incurred in connection with the purchase of the Property. County will pay the balance of the purchase price for the Property, together with the fifty (50%) of the closing costs incurred in connection with the purchase of the Property. The parties will equally pay the cost of the owner’s title insurance policy.

3. Title To the Property. Title to the Property will be taken such that the Town and the County are tenants in common with the Town owing an undivided fifty percent (50%)

interest and County owing an undivided fifty percent (50%) interest in the Property. The form of the deed of conveyance for the Property must be acceptable to counsel for both the Town and the County.

4. No Partition. Following closing, neither party will seek to partition the Property. This agreement will survive the closing and delivery of the deed to the Property.

5. Applicable Law. This Assignment is to be interpreted in all respects in accordance with the laws of the State of Colorado.

6. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Assignment.

7. Binding Effect. This Assignment is binding upon, and inures to the benefit of the parties, and their respective successors and assigns.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Timothy J. Gagen, Town Manager

ATTEST:

Brian Waldes, Town Clerk

BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY, COLORADO

By _____
Gary Martinez, County Manager

ATTEST:

Clerk and Recorder,
Summit County, Colorado;
ex officio Clerk of said Board

OPTION AGREEMENT

Date: April 2, 2012

SELLER: Leslie L. Winfield
Susan Winfield
9340 Hickam Ave
Las Vegas, NV 89129-2644

PURCHASER: Board of County Commissioners of Summit County, Colorado
P.O. Box 68
Breckenridge, CO 80424

In consideration of the sum of \$100.00 (One hundred dollars) paid to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby gives and grants to Purchaser the exclusive option to purchase the following real estate located in Section 34 of Township 6 South, Range 77 West, 6th Prime Meridian in the County of Summit, Colorado, to wit:

The Juventa Lode, MS# 5399

together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, all improvements thereon and all attached fixtures thereon in their present condition and free of encumbrances, except as herein provided (collectively the "Property").

If Purchaser decides to purchase the Property, Purchaser must notify Seller on or before **April 27, 2012** (Notification Date) which notice must be in writing and sent by email with read receipt, registered or certified mail, or delivered personally. Such notice shall be effective when mailed or delivered to Seller at the address set forth above. The total purchase price of the Property shall be \$26,400.00 which shall be paid as follows:

\$100.00 in the form of a check provided with this Option Agreement.

\$500.00 in the form of a check, as an earnest money deposit and part payment of purchase price. Said earnest money payment will be deposited in escrow with a title company with offices in Summit County chosen by Seller when purchase notice is given and shall be paid to Seller at the time of closing.

\$25,800.00 plus closing costs customarily split equally between Seller and Purchaser; to be paid by Purchaser at closing in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check, and cashier's check (Good Funds).

If the Option is not exercised on or before the Notification Date, the option money paid hereunder will not be refunded to the Purchaser, but shall be retained by the Seller, and all obligations of both the Purchaser and the Seller arising under this Option Agreement shall terminate:

In the event the option is exercised, the Property will be transferred and the closing will take place upon the following terms and conditions:

1. The purchase price shall include all minerals appurtenant to the Property and owned by Seller.
2. Seller will furnish to Purchaser, at ^{Purchaser's} ~~Seller's~~ expense, a current commitment for owner's title insurance policy in an amount equal to the purchase price on or before seven (7) days after Purchaser notifies Seller of its intent to purchase the Property. Copies of all documents referred to in the title commitment shall be provided to Purchaser, at ^{Purchaser's} ~~Seller's~~ cost, along with the commitment. Purchaser shall have the right to inspect the title commitment and provide Seller written notice of unmerchantability of title or of any other unsatisfactory title condition shown by the title documents prior to closing. If any unsatisfactory title condition is not corrected prior to closing, then Purchaser shall have the option to terminate this contract and demand and receive the return of all monies paid hereunder. SKW
3. Seller will furnish, at ^{Purchaser's} ~~Seller's~~ expense, an ALTA title insurance policy to Purchaser at closing or as soon thereafter as possible pursuant to the title commitment accepted by Purchaser. Such title policy shall have owner's extended coverage (title insurance with standard exceptions deleted and including gap coverage) at ^{Purchaser's} ~~Seller's~~ expense, provided, however, this paragraph shall not require Seller to procure a new survey of the Property. SKW
4. The date of closing shall be on or before **May 17, 2012**. The location, date and time of closing shall be designated by Seller and Purchaser upon mutual agreement. The title company's costs of performing the closing shall be split equally between Purchaser and Seller.
5. Seller shall convey merchantable title to the Property by a good and sufficient special warranty deed, free and clear of all taxes and encumbrances, except as provided for in Paragraph 7 below. If title is not merchantable, or if the Property should be damaged prior to closing, the Purchaser may elect to demand and receive the return of all monies paid hereunder. In the event Purchaser demands and receives the return of all monies paid hereunder pursuant to this paragraph number 5, all obligations of both Purchaser and Seller as set forth in this Option Agreement shall terminate.
6. Any real estate commission due upon the sale of the Property to Purchaser shall be paid by Seller. Purchaser represents to Seller that it is not a party to a contract which requires the payment of any real estate commission upon sale of the Property to Purchaser.
7. At the time of closing on the Property, Seller shall warrant that the Property is free and clear of any liens, encumbrances and other matters, except for easements, rights-of-way, restrictions and mineral reservations accepted by Purchaser pursuant to Paragraph 2 above, and except for taxes and assessments for the year of closing. Taxes, as determined by the current levy and assessment, assessments, and all pre-paid items shall be apportioned to the date of closing when the deed and possession of the Property shall be delivered to Purchaser.
8. During the term of this Contract the Purchaser, its agents, employees, contractors, and engineers, shall have the right from time to time to enter upon the Property at their risk for the purpose of inspecting the same and conducting surveys, engineering studies, borings, soil tests, investigations, feasibility studies and the like. Within a reasonable time after such entries Purchaser shall, to the extent practicable, restore the Property to its prior condition. The Purchaser agrees to indemnify and save the Seller harmless from all claims arising by reason of such entries.
9. Seller represents that Seller has no knowledge of any hazardous materials or environmental contamination on the Property. Purchase is subject to a Phase I environmental assessment

satisfactory to Purchaser of hazardous substances and conditions being completed by Purchaser or its agent at Purchaser's expense prior to closing, and a finding that there are no hazardous substances or conditions on the Property. If notice is not provided to Seller by Purchaser on or before five days prior to closing then this provision shall be deemed to have been met.

10. In the event of a default hereunder by Purchaser, all obligations of both Purchaser and Seller arising under this Option Agreement shall terminate and Seller shall be entitled to keep the option money without accounting to Purchaser therefor, and if the option to purchase has been exercised by Purchaser and the Earnest Money has been deposited in escrow, the title company holding such escrow shall deliver such Earnest Money to Seller and Seller shall be entitled to keep and retain such Earnest Money without accounting to Purchaser therefor. In the event Seller defaults under the terms and conditions hereof, Purchaser may demand and receive the return of the option money and earnest money paid hereunder, or Purchaser may elect to treat this contract as being in full force and effect and Purchaser shall have the right to an action for specific performance of this contract or damages, or both. In the event a civil action is filed regarding the terms of this contract, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees.
11. This option proposal shall expire unless accepted in writing by Seller, as evidenced by Seller's signature below, and Purchaser receives notice of such acceptance on or before **April 11, 2012**. Signatures by telefax or electronic signatures are acceptable for all purposes. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.
12. Seller shall not be obligated to cure any unsatisfactory title condition or environmental condition pertaining to the Property that is identified by Purchaser pursuant to Paragraphs 2 or 9 above. Purchaser's remedy for any such unsatisfactory condition that is not cured by Seller shall be the termination of this Option Agreement as provided for herein.

[Signatures on Following Pages]

PURCHASER

Board of County Commissioners of Summit County, Colorado

By: *Gary Martinez*
Gary Martinez, County Manager
Date: 4/2/2012

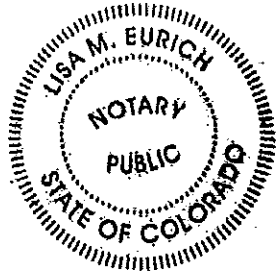
Approved as
to form

[Signature]
Legal

STATE OF COLORADO)
)
County of Summit)

The foregoing instrument was acknowledged before me this 2nd day of April, 2012, Gary Martinez, as County Manager of Summit County, Colorado.

My commission expires August 30, 2015, _____, Witness my hand and official seal.



[Signature]
Notary Public

SELLER

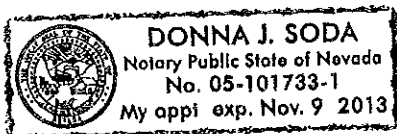
Leslie L. Winfield

By: *Leslie L. Winfield*
Leslie L. Winfield

STATE OF NEVADA)
)
County of CLARK)

The foregoing instrument was acknowledged before me this 6 day of APRIL, 2012, by Leslie Winfield.

My commission expires November 9, 2013, Witness my hand and official seal.



Donna J. Soda
Notary Public

SELLER
Susan Winfield

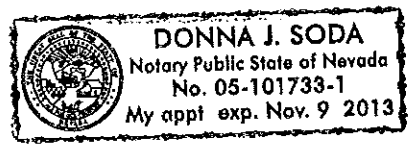
By: *Susan Winfield*
Susan Winfield

STATE OF NEVADA)
County of CLARK)

The foregoing instrument was acknowledged before me this 6 day of APRIL, 2012, by Susan Winfield.

My commission expires November 9, 2013. Witness my hand and official seal.

Donna J. Soda
Notary Public



Memorandum

TO: TOWN COUNCIL
FROM: Dale Stein, Assistant Town Engineer
DATE: May 2, 2012
RE: Public Projects Update

Main Street Revitalization

Work continues on the 2012 Main Street project from Ski Hill to Watson. Northbound traffic on Main Street will also continue to be detoured via French Street until the latter part of May. Pedestrian traffic is detoured at the intersections, but is flowing freely along both sides of Main Street. The contractor has completed the majority of underground work on the east side of Main Street and expects to begin placing concrete for new sidewalks and curb & gutter later this week.

The installation of the flagstone pavers on the 100 block of S. Main is now done. The contractor will spend the remainder of this week completing final punch list items including mulching and final clean-up.

Kingdom Park Softball Fence

Staff has received bids from vendors with expertise designing and installing protective fencing at softball and baseball facilities. Staff is negotiating with the lowest responsible bidder and expects to have a contract in place within the next week. The fence and related poles are expected to be fabricated this spring and installed later in the summer. The proposed softball fence will be placed on the north field at Kingdom Park, is expected to be approximately 40-50' high, and will protect the Rec Center and visitors from softballs leaving the field area.

Asphalt Overlays and Concrete Replacement

The local asphalt supplier began materials production on April 30th, which allowed for the start of the Town's asphalt patching and resurfacing project. Work began this week patching distressed areas on the Rec Path and resurfacing on Boreas Pass Road. Resurfacing of the Rec Path will begin later this week, after the patching is done, and should be completed by May 11, 2012 with reasonably good weather. The Rec Path is currently closed during weekdays but will be open this upcoming weekend.

MEMO

TO: Mayor & Town Council
FROM: Tim Gagen, Town Manager
DATE: May 3, 2012
SUBJECT: Committee Reports for 5.8.2012 Council Packet

The following committee reports were submitted by Town Employees and/or the Town Manager:

Police Advisory Committee (PAC)

Chief Haynes

The Police Advisory Committee (PAC) held its bimonthly meeting on May 2, 2012. The Chief and PAC members discussed the following:

Introductions - Ramon Gomez, new PAC member, and David Dugger, police recruit, were introduced to the group.

Parking - Members were updated on changes to parking management practices for the off-season, including the end of seasonal pay parking, the May moratorium on 3 hour enforcement, and the availability of overnight parking in town lots for a 24 hour period. The group discussed the winter parking season, including the apparent increase in carpooling numbers. Parking staff also discussed early issues with the license plate reader and reported that most issues have resolved.

Summer Events - The group discussed upcoming summer events, including the Rodeo and USA PCC bike race. PAC members were pleased with the level of outreach. All of the members present had been contacted in person or by HOA email blast regarding the event. With regard to the bike race, group members discussed road closures and the potential impact to workers coming to work in Breckenridge from Park County. The group discussed the coordination between Breckenridge, the Sheriff's Department and State Patrol in organizing and timing road closures; as well as providing information to the Breckenridge LOC for community outreach.

Staffing Update – Staff reported on new hires, David Dugger and Andrew Maxwell, as well as current recruiting activities for police officer positions and a Parking Administrative Specialist position.

Alcohol Compliance Check – The group discussed the recent alcohol compliance check conducted on April 4th. Several Breckenridge businesses were included in the compliance checks; two were found to be non-compliant and were warned. Another check will be done within the year and citations will be issued.

Public Engagement – Chief Haynes discussed Town Council's desire to develop a more effective process for public engagement. Committee members were asked for their advice on how to better outreach to the community. Members suggested:

- Developing a process for effectively identifying the group likely to be most affected by the change/event/project.
- Utilizing email lists from other local organizations (BRC, HOAs and those compiled by event organizers and promoters).
- Using emails with a link to the Town website in order to spur involvement.
- Surveys are effective when limited in scope and conducted more frequently, comprised of only 3-4 question.

- A member noted that he would prefer to be contacted by a town employee versus an event promoter, as the promoter may have significant self interests.

Skateboarders – Staff provided information to the group regarding Department efforts to educate skateboarders, including an educational pamphlet and use of social media. Members suggested a “realtor” type box with information located at the skate park, outreach at the Crepe Cart and BBC. Dick Carleton offered to distribute a flyer to the restaurant association for further distribution to employees.

Committees	Representative	Report Status
CAST	Mayor Warner	Verbal Report
CDOT	Tim Gagen	No Meeting/Report
CML	Tim Gagen	No Meeting/Report
I-70 Coalition	Tim Gagen	No Meeting/Report
Mayors, Managers & Commissions Meeting	Mayor Warner	Verbal Report
Summit Leadership Forum	Tim Gagen	No Meeting/Report
Liquor Licensing Authority*	MJ Loufek	Included
Wildfire Council	Matt Thompson	No Meeting/Report
Public Art Commission*	Jenn Cram	No Meeting/Report
Summit Stage Advisory Board*	James Phelps	No Meeting/Report
Police Advisory Committee	Rick Holman	Included
Housing/Childcare Committee	Laurie Best	Verbal Report
CMC Advisory Committee	Tim Gagen	No Meeting/Report

Note: Reports provided by the Mayor and Council Members are listed in the council agenda.

* Minutes to some meetings are provided in the Manager’s Newsletter.

FINANCIAL MEMORANDUM

TO: TIM GAGEN, TOWN MANAGER
FROM: CLERK AND FINANCE DIVISION
SUBJECT: MARCH NET TAXABLE SALES & RETT REPORTING
DATE: 5/3/2012

This memo explains significant items of note in relation to sales that occurred within the Town of Breckenridge in the month of March. Real Estate Transfer Tax, including an analysis of the monthly “churn” and sales by property type, is also included.

New Items of Note:

Net Taxable Sales

- Overall, Net Taxable sales for March fared well. We were up 2.3% over 2011. Again, we rose above 2006 #s overall.
- Restaurants were up 15.8% and continue to track as the best year ever. Returns are beginning to show an increase over prior year on an individual restaurant level.
- Retail sales continue to show improvement. With an increase of .4% over prior year and tracking ahead of 2006.
- While supplies may have tracked ahead of prior year, this wasn't saying much & we continue to track behind 2005.
- Utilities were down 4.9% & behind 2006. However, it was an exceptionally warm March and this decrease over prior year is consistent with what I saw on my personal bill that was due in March.

Real Estate Transfer Tax

- April was not a good month for RETT. Collections for the month fell behind prior year by 47.7%. YTD collections fell behind PY by 52.1%.
- The month did fall short of budget by 37.4%. Additionally, we are down from YTD budget by 13.1%
- We also fell behind PY churn for the month by 44.3%.
- Vacant land did track ahead of prior years, which may relate to new construction in our future.

Continuing Items of Note:

- Net Taxable Sales are reported in the first Council meeting following the due date of the tax remittance to the Town of Breckenridge. Taxes collected from the customer by the vendor are remitted to the Town on the 20th of the following month.
- Quarterly taxes are reported in the last month of the period. For example, taxes collected in the first quarter of the year (January – March), are include on the report for the period of March.
- Net Taxable Sales are continually updated as late tax returns are submitted to the Town of Breckenridge. Therefore, you may notice slight changes in prior months, in addition to the reporting for the current month.
- 2012 Real Estate Transfer Tax budget is based upon the monthly distribution for 2007. The reasoning is that we should compare to a year with a “normal distribution.”

**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

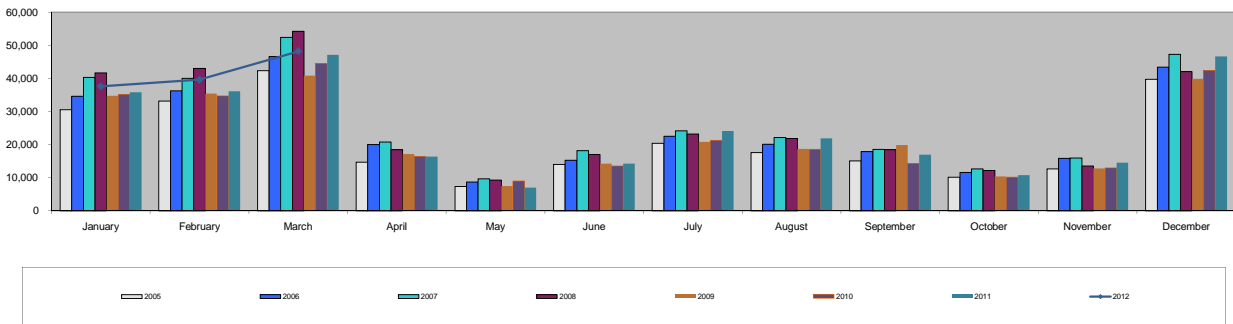
(in Thousands of Dollars)

Total - All Categories*

* excluding Undefined and Utilities categories

	Actual 2005	YTD 2005	Actual 2006	YTD 2006	Actual 2007	YTD 2007	Actual 2008	YTD 2008	Actual 2009	YTD 2009	Actual 2010	YTD 2010	Actual 2011	YTD 2011	Actual 2012	YTD 2012	Monthly 11-12	YTD % Change 11-12
January	30,549	30,549	34,589	34,589	40,283	40,283	41,665	41,665	34,783	34,783	35,105	35,105	35,805	35,805	37,578	37,578	5.0%	5.0%
February	33,171	63,720	36,236	70,825	40,034	80,317	43,052	84,717	35,453	70,236	34,791	69,896	36,128	71,933	39,589	77,167	9.6%	7.3%
March	42,370	106,090	46,603	117,428	52,390	132,707	54,237	138,954	40,810	111,046	44,485	114,381	47,101	119,034	48,192	125,359	2.3%	5.3%
April	14,635	120,725	19,963	137,391	20,758	153,465	18,483	157,437	17,171	128,217	16,346	130,727	16,371	135,405	0	125,359	n/a	n/a
May	7,355	128,080	8,661	146,052	9,629	163,094	9,251	166,688	7,475	135,692	8,999	139,726	6,971	142,376	0	125,359	n/a	n/a
June	14,043	142,123	15,209	161,261	18,166	181,260	16,988	183,676	14,286	149,978	13,557	153,283	14,235	156,611	0	125,359	n/a	n/a
July	20,366	162,489	22,498	183,759	24,168	205,428	23,160	206,836	20,788	170,766	21,346	174,629	24,134	180,745	0	125,359	n/a	n/a
August	17,625	180,114	20,071	203,830	22,125	227,553	21,845	228,681	18,656	189,422	18,603	193,232	21,878	202,623	0	125,359	n/a	n/a
September	15,020	195,134	17,912	221,742	18,560	246,113	18,481	247,162	19,806	209,228	14,320	207,552	16,969	219,592	0	125,359	n/a	n/a
October	10,170	205,304	11,544	233,286	12,687	258,800	12,120	259,282	10,410	219,638	10,226	217,778	10,740	230,332	0	125,359	n/a	n/a
November	12,647	217,951	15,877	249,163	15,943	274,743	13,483	272,765	12,809	232,447	12,985	230,763	14,549	244,881	0	125,359	n/a	n/a
December	39,687	257,638	43,431	292,594	47,258	322,001	42,076	314,841	39,859	272,306	42,343	273,106	46,651	291,532	0	125,359	n/a	n/a
Totals	257,638		292,594		322,001		314,841		272,306		273,106		291,532		125,359			

2012 Monthly Sales Tax Activity (in thousands of dollars)



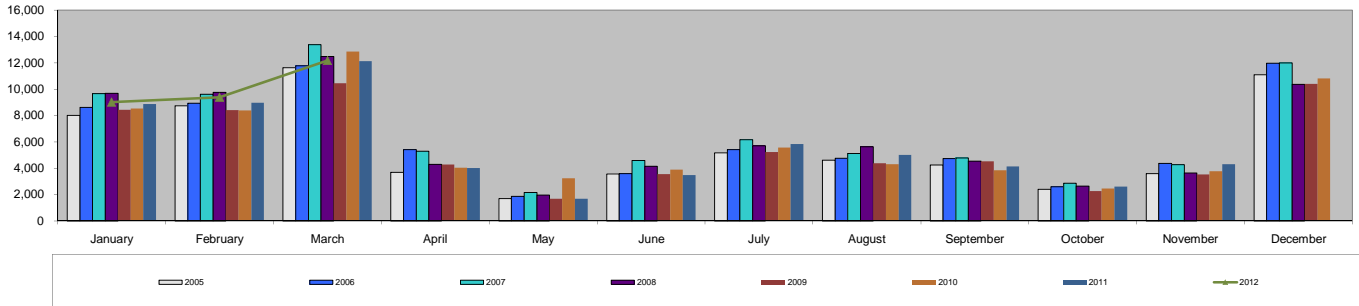
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Retail Sales

	2005		2006		2007		2008		2009		2010		2011		2012		Monthly 11-12	YTD 11-12
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD				
January	8,001	8,001	8,607	8,607	9,665	9,665	9,684	9,684	8,430	8,430	8,530	8,530	8,862	8,862	9,018	9,018	1.8%	1.8%
February	8,744	16,745	8,942	17,549	9,607	19,272	9,763	19,447	8,401	16,831	8,378	16,908	8,982	17,844	9,392	18,410	4.6%	3.2%
March	11,632	28,377	11,774	29,323	13,373	32,645	12,479	31,926	10,449	27,280	12,851	29,759	12,125	29,969	12,173	30,583	0.4%	2.0%
April	3,678	32,055	5,406	34,729	5,287	37,932	4,301	36,227	4,274	31,554	4,032	33,791	4,006	33,975	0	30,583	n/a	n/a
May	1,708	33,763	1,858	36,587	2,165	40,097	1,965	38,192	1,675	33,229	3,251	37,042	1,679	35,654	0	30,583	n/a	n/a
June	3,565	37,328	3,589	40,176	4,597	44,694	4,153	42,345	3,558	36,787	3,895	40,937	3,477	39,131	0	30,583	n/a	n/a
July	5,174	42,502	5,403	45,579	6,176	50,870	5,700	48,045	5,240	42,027	5,582	46,519	5,834	44,965	0	30,583	n/a	n/a
August	4,620	47,122	4,757	50,336	5,110	55,980	5,631	53,676	4,384	46,411	4,302	50,821	5,003	49,968	0	30,583	n/a	n/a
September	4,249	51,371	4,726	55,062	4,783	60,763	4,527	58,203	4,536	50,947	3,848	54,669	4,132	54,100	0	30,583	n/a	n/a
October	2,404	53,775	2,591	57,653	2,866	63,629	2,635	60,838	2,277	53,224	2,453	57,122	2,609	56,709	0	30,583	n/a	n/a
November	3,586	57,361	4,376	62,029	4,267	67,896	3,641	64,479	3,540	56,764	3,764	60,886	4,301	61,010	0	30,583	n/a	n/a
December	11,099	68,460	11,971	74,000	12,000	79,896	10,358	74,837	10,403	67,167	10,824	71,710	11,629	72,639	0	30,583	n/a	n/a
Totals	68,460		74,000		79,896		74,837		67,167		71,710		72,639		30,583			

2012 Monthly Sales Tax Activity (in thousands of dollars)



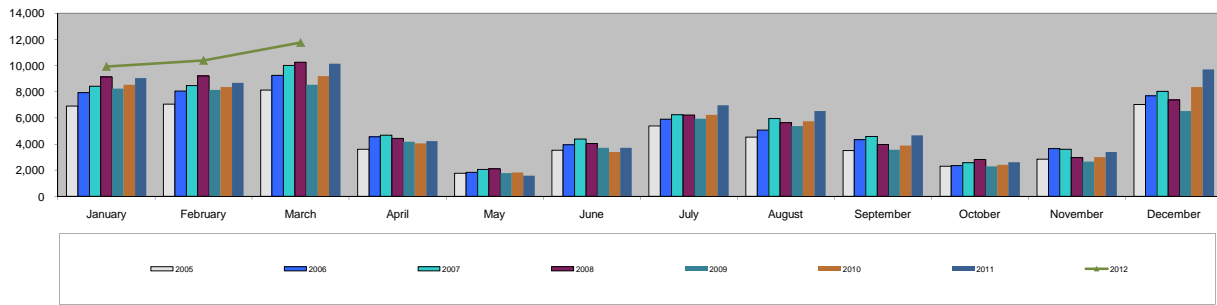
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Restaurants/Bars

	2005		2006		2007		2008		2009		2010		2011		2012		Monthly 11-12	YTD 11-12
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD				
January	6,897	6,897	7,924	7,924	8,414	8,414	9,117	9,117	8,231	8,231	8,515	8,515	9,039	9,039	9,922	9,922	9.8%	9.8%
February	7,047	13,944	8,058	15,982	8,467	16,881	9,208	18,325	8,129	16,360	8,343	16,858	8,660	17,699	10,381	20,303	19.9%	14.7%
March	8,117	22,061	9,256	25,238	10,015	26,896	10,240	28,565	8,527	24,887	9,186	26,044	10,151	27,850	11,755	32,058	15.8%	15.1%
April	3,609	25,670	4,552	29,790	4,678	31,574	4,440	33,005	4,173	29,060	4,042	30,086	4,222	32,072	0	32,058	n/a	n/a
May	1,760	27,430	1,832	31,622	2,058	33,632	2,107	35,112	1,783	30,843	1,812	31,898	1,570	33,642	0	32,058	n/a	n/a
June	3,525	30,955	3,938	35,560	4,370	38,002	4,030	39,142	3,712	34,555	3,397	35,295	3,704	37,346	0	32,058	n/a	n/a
July	5,375	36,330	5,905	41,465	6,249	44,251	6,218	45,360	5,931	40,486	6,222	41,517	6,949	44,295	0	32,058	n/a	n/a
August	4,521	40,851	5,067	46,532	5,933	50,184	5,639	50,999	5,365	45,851	5,729	47,246	6,526	50,821	0	32,058	n/a	n/a
September	3,498	44,349	4,340	50,872	4,585	54,769	3,971	54,970	3,565	49,416	3,883	51,129	4,656	55,477	0	32,058	n/a	n/a
October	2,290	46,639	2,352	53,224	2,564	57,333	2,818	57,788	2,285	51,701	2,420	53,549	2,618	58,095	0	32,058	n/a	n/a
November	2,841	49,480	3,651	56,875	3,593	60,926	2,972	60,760	2,649	54,350	3,006	56,555	3,380	61,475	0	32,058	n/a	n/a
December	7,017	56,497	7,681	64,556	8,028	68,954	7,371	68,131	6,524	60,874	8,351	64,906	9,701	71,176	0	32,058	n/a	n/a
Totals	56,497		64,556		68,954		68,131		60,874		64,906		71,176		32,058			

2012 Monthly Sales Tax Activity (in thousands of dollars)



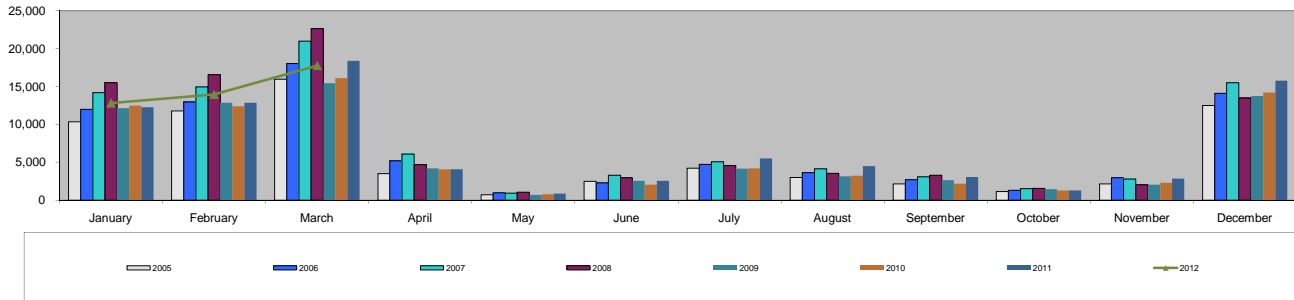
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Short-Term Lodging

	2005		2006		2007		2008		2009		2010		2011		2012		Monthly 11-12	YTD 11-12
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD				
January	10,342	10,342	11,997	11,997	14,179	14,179	15,489	15,489	12,141	12,141	12,493	12,493	12,273	12,273	12,804	12,804	4.3%	4.3%
February	11,762	22,104	12,972	24,969	14,965	29,144	16,540	32,029	12,871	25,012	12,369	24,862	12,862	25,135	13,944	26,748	8.4%	6.4%
March	15,956	38,060	18,021	42,990	21,002	50,146	22,619	54,648	15,452	40,464	16,099	40,961	18,400	43,535	17,741	44,489	-3.6%	2.2%
April	3,486	41,546	5,176	48,166	6,060	56,206	4,669	59,317	4,206	44,670	4,080	45,041	4,053	47,588	0	44,489	n/a	n/a
May	711	42,257	957	49,123	923	57,129	1,039	60,356	667	45,337	773	45,814	828	48,416	0	44,489	n/a	n/a
June	2,478	44,735	2,262	51,385	3,258	60,387	2,929	63,285	2,559	47,896	2,010	47,824	2,532	50,948	0	44,489	n/a	n/a
July	4,217	48,952	4,730	56,115	5,074	65,461	4,528	67,813	4,134	52,030	4,189	52,013	5,513	56,461	0	44,489	n/a	n/a
August	2,981	51,933	3,622	59,737	4,124	69,585	3,545	71,358	3,110	55,140	3,230	55,243	4,481	60,942	0	44,489	n/a	n/a
September	2,150	54,083	2,695	62,432	3,050	72,635	3,296	74,654	2,604	57,744	2,163	57,406	3,046	63,988	0	44,489	n/a	n/a
October	1,130	55,213	1,305	63,737	1,504	74,139	1,524	76,178	1,424	59,168	1,270	58,676	1,290	65,278	0	44,489	n/a	n/a
November	2,130	57,343	2,936	66,673	2,790	76,929	2,024	78,202	2,045	61,213	2,298	60,974	2,832	68,110	0	44,489	n/a	n/a
December	12,503	69,846	14,084	80,757	15,489	92,418	13,482	91,684	13,740	74,953	14,188	75,162	15,751	83,861	0	44,489	n/a	n/a
Totals	69,846		80,757		92,418		91,684		74,953		75,162		83,861		44,489			

2012 Monthly Sales Tax Activity (in thousands of dollars)



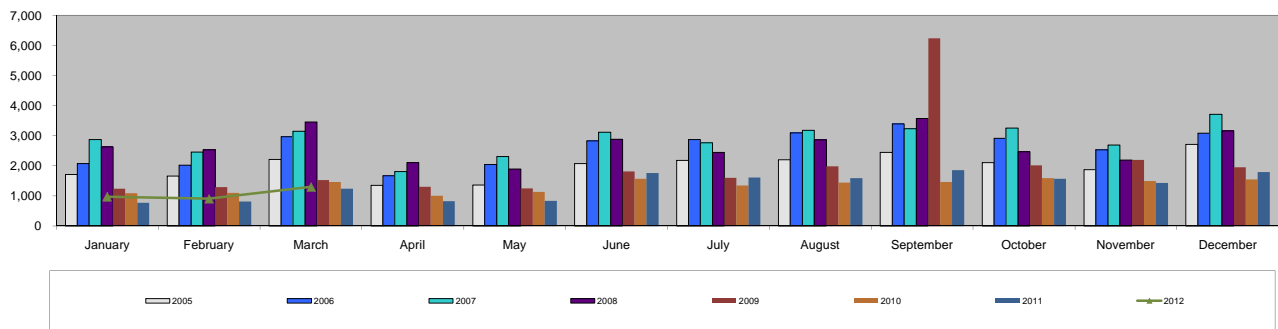
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Supplies

	2005		2006		2007		2008		2009		2010		2011		2012		Monthly 11-12	YTD 11-12
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD				
January	1,720	1,720	2,084	2,084	2,876	2,876	2,631	2,631	1,240	1,240	1,095	1,095	777	777	977	977	25.7%	25.7%
February	1,669	3,389	2,031	4,115	2,459	5,335	2,532	5,163	1,297	2,537	1,111	2,206	821	1,598	910	1,887	10.8%	18.1%
March	2,216	5,605	2,967	7,082	3,156	8,491	3,463	8,626	1,530	4,067	1,472	3,678	1,245	2,843	1,303	3,190	4.7%	12.2%
April	1,359	6,964	1,680	8,762	1,813	10,304	2,114	10,740	1,305	5,372	1,006	4,684	829	3,672	0	3,190	n/a	n/a
May	1,370	8,334	2,045	10,807	2,314	12,618	1,894	12,634	1,250	6,622	1,139	5,823	841	4,513	0	3,190	n/a	n/a
June	2,083	10,417	2,836	13,643	3,119	15,737	2,886	15,520	1,814	8,436	1,573	7,396	1,765	6,278	0	3,190	n/a	n/a
July	2,186	12,603	2,872	16,515	2,770	18,507	2,450	17,970	1,602	10,038	1,354	8,750	1,619	7,897	0	3,190	n/a	n/a
August	2,211	14,814	3,096	19,611	3,187	21,694	2,869	20,839	1,990	12,028	1,446	10,196	1,597	9,494	0	3,190	n/a	n/a
September	2,452	17,266	3,394	23,005	3,234	24,928	3,574	24,413	6,237	18,265	1,471	11,667	1,857	11,351	0	3,190	n/a	n/a
October	2,107	19,373	2,924	25,929	3,259	28,187	2,470	26,883	2,016	20,281	1,595	13,262	1,575	12,926	0	3,190	n/a	n/a
November	1,876	21,249	2,537	28,466	2,693	30,880	2,199	29,082	2,196	22,477	1,495	14,757	1,437	14,363	0	3,190	n/a	n/a
December	2,712	23,961	3,091	31,557	3,713	34,593	3,160	32,242	1,958	24,435	1,548	16,305	1,794	16,157	0	3,190	n/a	n/a
Totals	23,961		31,557		34,593		32,242		24,435		16,305		16,157		3,190			

2012 Monthly Sales Tax Activity (in thousands of dollars)



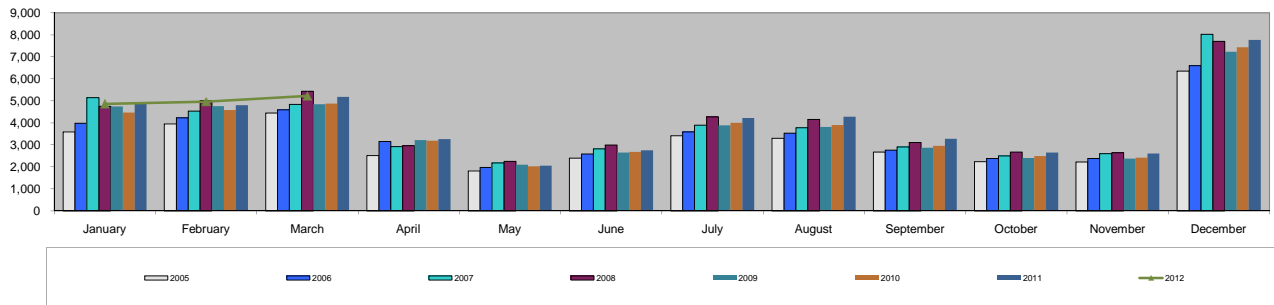
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Grocery/Liquor Stores

	2005		2006		2007		2008		2009		2010		2011		2012		Monthly 11-12	YTD 11-12
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD				
January	3,589	3,589	3,977	3,977	5,149	5,149	4,744	4,744	4,741	4,741	4,472	4,472	4,854	4,854	4,857	4,857	0.1%	0.1%
February	3,949	7,538	4,233	8,210	4,536	9,685	5,009	9,753	4,755	9,496	4,590	9,062	4,803	9,657	4,962	9,819	3.3%	1.7%
March	4,449	11,987	4,585	12,795	4,844	14,529	5,436	15,189	4,852	14,348	4,877	13,939	5,180	14,837	5,220	15,039	0.8%	1.4%
April	2,503	14,490	3,149	15,944	2,920	17,449	2,959	18,148	3,213	17,561	3,186	17,125	3,261	18,098	0	15,039	n/a	n/a
May	1,806	16,296	1,969	17,913	2,169	19,618	2,246	20,394	2,100	19,661	2,024	19,149	2,053	20,151	0	15,039	n/a	n/a
June	2,392	18,688	2,584	20,497	2,822	22,440	2,990	23,384	2,643	22,304	2,682	21,831	2,757	22,908	0	15,039	n/a	n/a
July	3,414	22,102	3,588	24,085	3,899	26,339	4,264	27,648	3,881	26,185	3,999	25,830	4,219	27,127	0	15,039	n/a	n/a
August	3,292	25,394	3,529	27,614	3,771	30,110	4,161	31,809	3,807	29,992	3,896	29,726	4,271	31,398	0	15,039	n/a	n/a
September	2,671	28,065	2,757	30,371	2,908	33,018	3,113	34,922	2,864	32,856	2,955	32,681	3,278	34,676	0	15,039	n/a	n/a
October	2,239	30,304	2,372	32,743	2,494	35,512	2,673	37,595	2,408	35,264	2,488	35,169	2,648	37,324	0	15,039	n/a	n/a
November	2,214	32,518	2,377	35,120	2,600	38,112	2,647	40,242	2,379	37,643	2,422	37,591	2,599	39,923	0	15,039	n/a	n/a
December	6,356	38,874	6,604	41,724	8,028	46,140	7,705	47,947	7,234	44,877	7,432	45,023	7,776	47,699	0	15,039	n/a	n/a
Totals	38,874		41,724		46,140		47,947		44,877		45,023		47,699		15,039			

2012 Monthly Sales Tax Activity (in thousands of dollars)



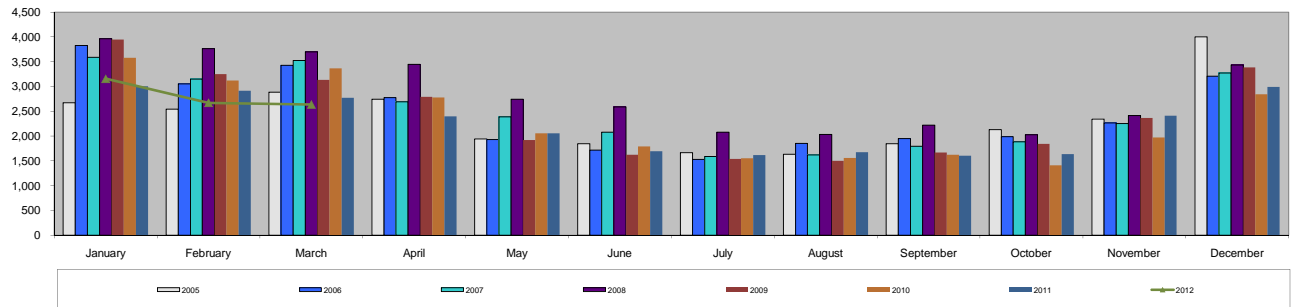
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Utilities

	2005		2006		2007		2008		2009		2010		2011		2012		Monthly 11-12	YTD 11-12
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD				
January	2,675	2,675	3,829	3,829	3,591	3,591	3,961	3,961	3,950	3,950	3,577	3,577	3,004	3,004	3,159	3,159	5.2%	5.2%
February	2,540	5,215	3,056	6,885	3,149	6,740	3,765	7,726	3,253	7,203	3,118	6,695	2,913	5,917	2,668	5,827	-8.4%	-1.5%
March	2,883	8,098	3,428	10,313	3,525	10,265	3,699	11,425	3,134	10,337	3,365	10,060	2,772	8,689	2,637	8,464	-4.9%	-2.6%
April	2,741	10,839	2,778	13,091	2,694	12,959	3,448	14,873	2,792	13,129	2,779	12,839	2,400	11,089	0	8,464	n/a	n/a
May	1,939	12,778	1,926	15,017	2,386	15,345	2,742	17,615	1,917	15,046	2,057	14,896	2,057	13,146	0	8,464	n/a	n/a
June	1,846	14,624	1,713	16,730	2,078	17,423	2,588	20,203	1,620	16,666	1,793	16,689	1,693	14,839	0	8,464	n/a	n/a
July	1,663	16,287	1,529	18,259	1,588	19,011	2,075	22,278	1,539	18,205	1,548	18,237	1,614	16,453	0	8,464	n/a	n/a
August	1,629	17,916	1,854	20,113	1,621	20,632	2,031	24,309	1,497	19,702	1,558	19,795	1,673	18,126	0	8,464	n/a	n/a
September	1,843	19,759	1,949	22,062	1,792	22,424	2,219	26,528	1,667	21,369	1,625	21,420	1,604	19,730	0	8,464	n/a	n/a
October	2,127	21,886	1,987	24,049	1,883	24,307	2,026	28,554	1,845	23,214	1,412	22,832	1,632	21,362	0	8,464	n/a	n/a
November	2,340	24,226	2,264	26,313	2,251	26,558	2,411	30,965	2,364	25,578	1,972	24,804	2,409	23,771	0	8,464	n/a	n/a
December	4,005	28,231	3,206	29,519	3,271	29,829	3,435	34,400	3,389	28,967	2,845	27,649	2,991	26,762	0	8,464	n/a	n/a
Totals	28,231		29,519		29,829		34,400		28,967		27,649		26,762		8,464			

2012 Monthly Sales Tax Activity (in thousands of dollars)

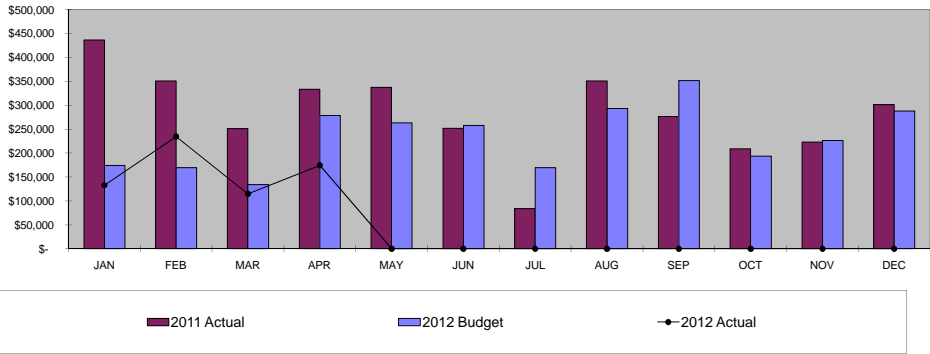


**TOWN OF BRECKENRIDGE
REAL ESTATE TRANSFER TAX COLLECTIONS
REPORTED IN THE PERIOD EARNED**

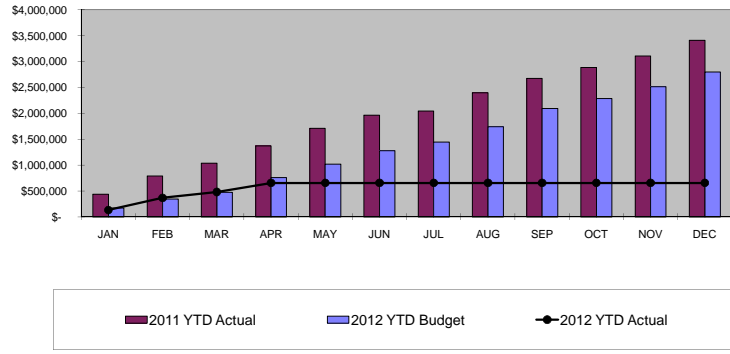
Sales Period	2007 Collections			2011 Collections			2012 Budget			2012 Monthly				2012 Year to Date			
	Tax Collected	Year To Date	Percent of Total	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% of Budget	% Change from 2007	% Change from 2011	Actual	% of Budget	% Change from 2007	% Change from 2011
JAN	\$ 352,958	\$ 352,958	6.2%	\$ 436,605	\$ 436,605	12.8%	\$ 174,140	\$ 174,140	6.2%	\$ 132,557	76.1%	-62.4%	-69.6%	\$ 132,557	76.1%	-62.4%	-69.6%
FEB	342,995	695,953	12.3%	350,866	787,471	23.1%	\$ 169,224	\$ 343,364	12.3%	234,630	138.7%	-31.6%	-33.1%	367,186	106.9%	-47.2%	-53.4%
MAR	271,817	967,770	17.1%	250,986	1,038,457	30.5%	\$ 134,107	\$ 477,470	17.1%	114,921	85.7%	-57.7%	-54.2%	482,107	101.0%	-50.2%	-53.6%
APR	564,624	1,532,394	27.0%	333,424	1,371,881	40.3%	\$ 278,570	\$ 756,040	27.0%	174,514	62.6%	-69.1%	-47.7%	656,621	86.9%	-57.2%	-52.1%
MAY	533,680	2,066,074	36.4%	337,577	1,709,458	50.2%	\$ 263,303	\$ 1,019,342	36.4%	-	0.0%	n/a	n/a	656,621	64.4%	-68.2%	-61.6%
JUN	522,999	2,589,073	45.6%	251,806	1,961,263	57.6%	\$ 258,033	\$ 1,277,375	45.6%	-	0.0%	n/a	n/a	656,621	51.4%	-74.6%	-66.5%
JUL	343,610	2,932,683	51.7%	83,522	2,044,785	60.0%	\$ 169,527	\$ 1,446,903	51.7%	-	0.0%	n/a	n/a	656,621	45.4%	-77.6%	-67.9%
AUG	594,349	3,527,032	62.1%	350,730	2,395,515	70.3%	\$ 293,235	\$ 1,740,138	62.1%	-	0.0%	n/a	n/a	656,621	37.7%	-81.4%	-72.6%
SEP	711,996	4,239,028	74.7%	276,774	2,672,289	78.5%	\$ 351,278	\$ 2,091,416	74.7%	-	0.0%	n/a	n/a	656,621	31.4%	-84.5%	-75.4%
OCT	392,752	4,631,779	81.6%	208,831	2,881,120	84.6%	\$ 193,773	\$ 2,285,189	81.6%	-	0.0%	n/a	n/a	656,621	28.7%	-85.8%	-77.2%
NOV	459,147	5,090,926	89.7%	223,271	3,104,391	91.2%	\$ 226,530	\$ 2,511,719	89.7%	-	0.0%	n/a	n/a	656,621	26.1%	-87.1%	-78.8%
DEC	\$ 584,308	\$ 5,675,235	100.0%	\$ 301,397	\$ 3,405,788	100.0%	\$ 288,281	\$ 2,800,000	100.0%	\$ -	0.0%	n/a	n/a	\$ 656,621	23.5%	-88.4%	-80.7%

2012 budget is based upon 2007 monthly distribution
April Collections through 4/16/12

2012 Monthly RETT Tax Collections



2012 Y.T.D. RETT Collections

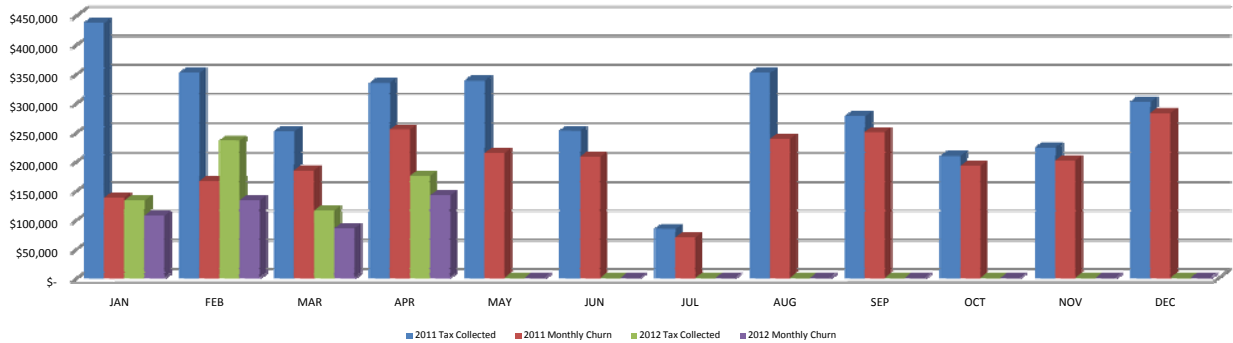


**TOWN OF BRECKENRIDGE
REAL ESTATE TRANSFER TAX CHURN
REPORTED IN THE PERIOD EARNED**

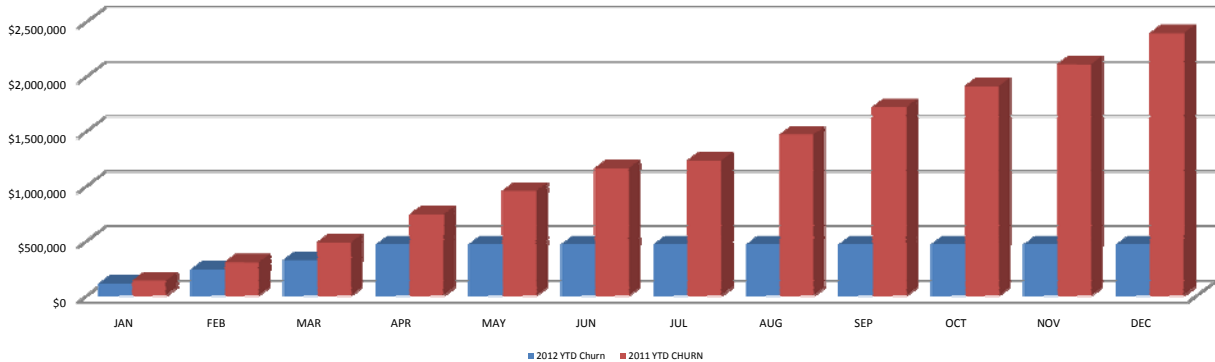
Sales Period	Tax Collected	Year To Date	2011 Collections				Monthly Churn	YTD Churn	% of YTD Total
			New Construction						
			Grand Lodge	1 Ski Hill	Water House	Other			
JAN	\$ 436,605	\$ 436,605	246,243	0	53,370	0	\$ 136,992	\$136,992	31.4%
FEB	\$ 350,866	\$ 787,471	147,234	26,482	11,550	0	\$ 165,599	\$302,592	38.4%
MAR	\$ 250,986	\$ 1,038,457	57,703	0	9,300	0	\$ 183,982	\$486,574	46.9%
APR	\$ 333,424	\$ 1,371,881	41,651	7,296	19,170	11,300	\$ 254,006	\$740,580	54.0%
MAY	\$ 337,577	\$ 1,709,458	87,830	36,403	0	0	\$ 213,344	\$953,925	55.8%
JUN	\$ 251,806	\$ 1,961,263	44,417	0	0	0	\$ 207,389	\$1,161,314	59.2%
JUL	\$ 83,522	\$ 2,044,785	14,277	0	0	0	\$ 69,244	\$1,230,558	60.2%
AUG	\$ 350,730	\$ 2,395,515	107,470	0	0	5,050	\$ 238,210	\$1,468,768	61.3%
SEP	\$ 276,774	\$ 2,672,289	27,114	0	0	0	\$ 249,660	\$1,718,428	64.3%
OCT	\$ 208,381	\$ 2,880,670	2,223	0	0	14,800	\$ 191,359	\$1,909,787	66.3%
NOV	\$ 223,271	\$ 3,103,941	5,083	17,212	0	0	\$ 200,975	\$2,110,762	68.0%
DEC	\$ 301,397	\$ 3,405,338	7,928	0	0	11,300	\$ 282,169	\$2,392,931	70.3%

Sales Period	Tax Collected	Year To Date	2012 Collections				Monthly Churn	YTD Budget	YTD Churn	% of YTD Total	% Change In Churn from Prior Year
			New Construction								
			Grand Lodge	1 Ski Hill	Water House	Other					
JAN	\$ 132,557	\$ 132,557	26,492	0	0	0	\$ 106,065	\$ 174,140	\$106,065	80.0%	-22.6%
FEB	\$ 234,630	\$ 367,186	69,718	0	0	32,250	\$ 132,661	\$ 343,364	\$238,726	65.0%	-21.1%
MAR	\$ 114,921	\$ 482,107	29,935	0	0	0	\$ 84,985	\$ 477,470	\$323,712	67.1%	-33.5%
APR	\$ 174,514	\$ 656,621	33,127	0	0	0	\$ 141,388	\$ 756,040	\$465,099	70.8%	-37.2%
MAY	\$ -	\$ 656,621					\$ -	\$ 1,019,342	\$465,099	n/a	n/a
JUN	\$ -	\$ 656,621					\$ -	\$ 1,277,375	\$465,099	n/a	n/a
JUL	\$ -	\$ 656,621					\$ -	\$ 1,446,903	\$465,099	n/a	n/a
AUG	\$ -	\$ 656,621					\$ -	\$ 1,740,138	\$465,099	n/a	n/a
SEP	\$ -	\$ 656,621					\$ -	\$ 2,091,416	\$465,099	n/a	n/a
OCT	\$ -	\$ 656,621					\$ -	\$ 2,285,189	\$465,099	n/a	n/a
NOV	\$ -	\$ 656,621					\$ -	\$ 2,511,719	\$465,099	n/a	n/a
DEC	\$ -	\$ 656,621					\$ -	\$ 2,800,000	\$465,099	n/a	n/a

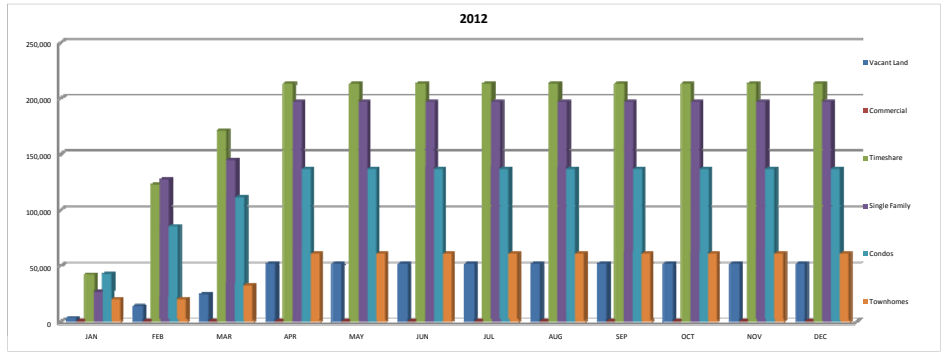
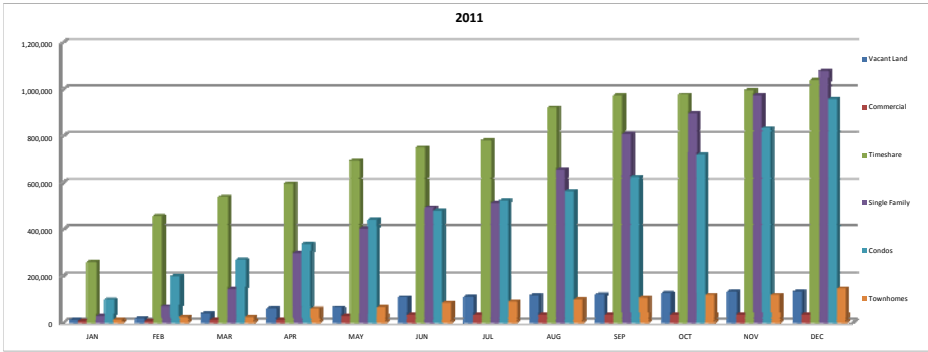
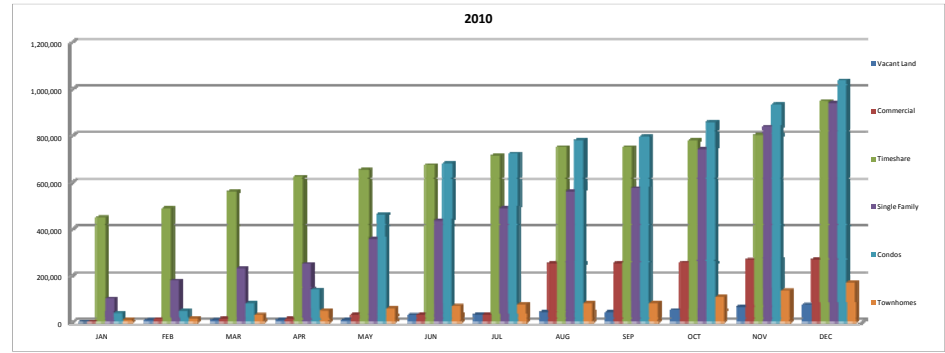
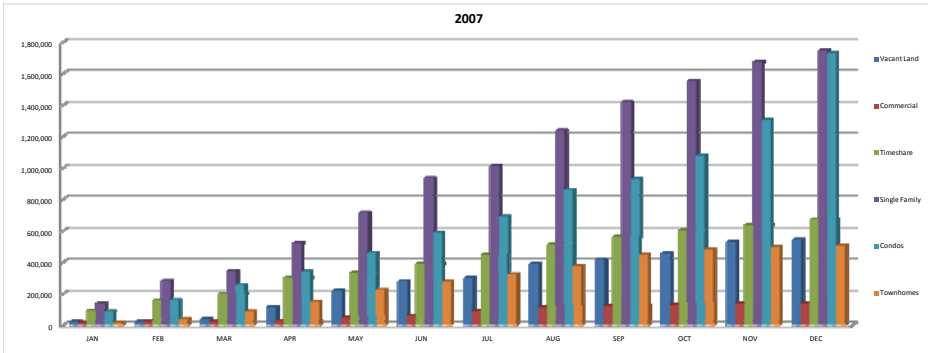
RETT Monthly Collections vs. Churn



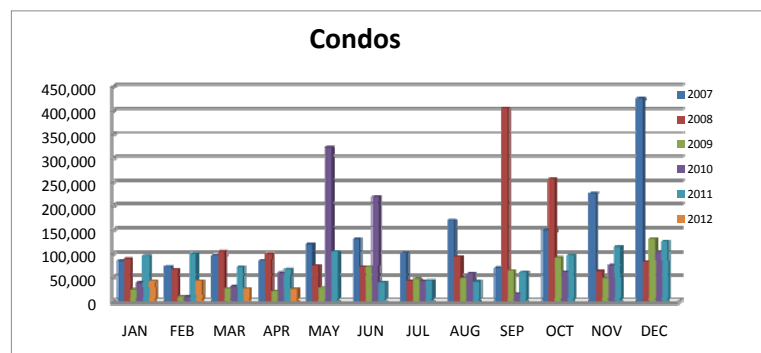
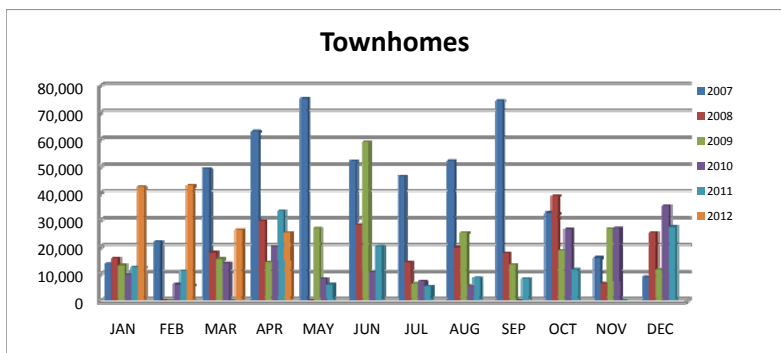
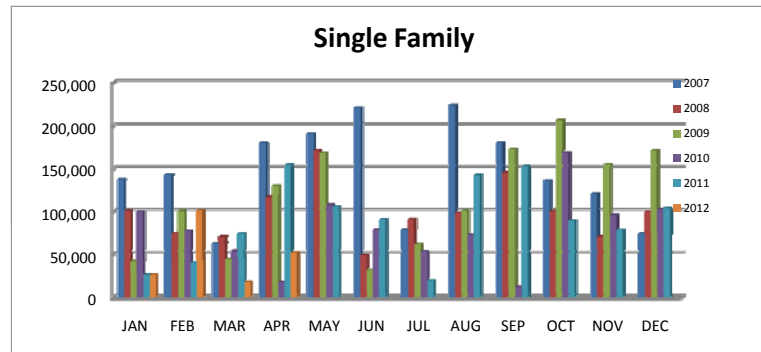
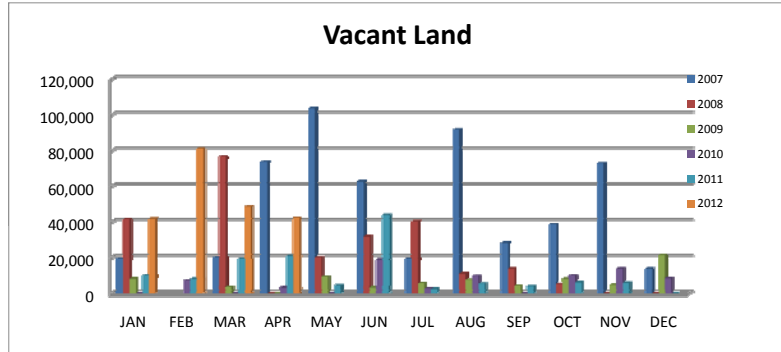
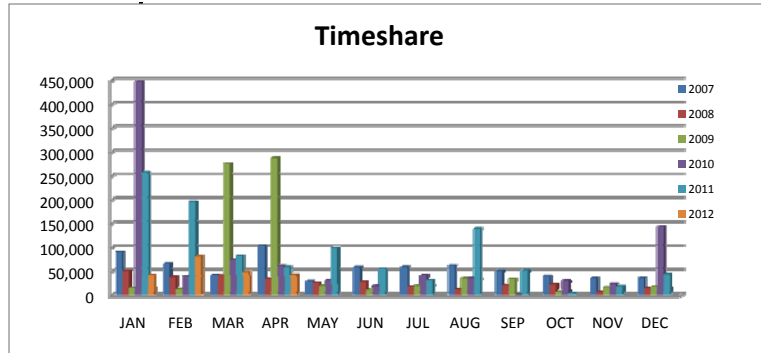
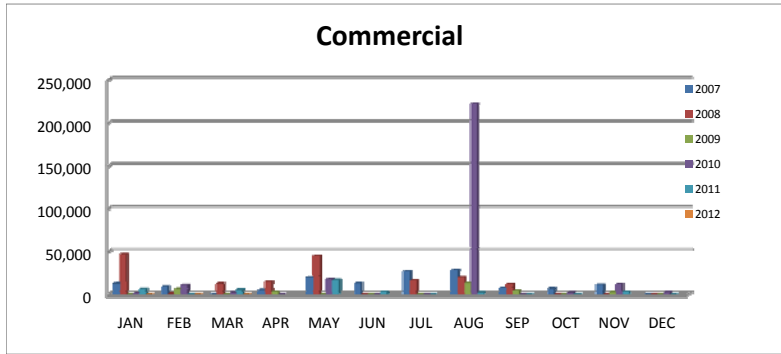
YTD Churn Analysis



**TOWN OF BRECKENRIDGE
REAL ESTATE TRANSFER TAX COLLECTIONS
YTD CATEGORIES BY MONTH**



TOWN OF BRECKENRIDGE REAL ESTATE TRANSFER TAX COLLECTIONS MONTHLY BY CATEGORY





Date: May 2, 2012 (for 5.8.12 meeting)
To: Mayor and Town Council Members
Cc: Town Manager, Assistant Town Manager
From: Director of Communications & Riverwalk and Events Manager
RE: NRO 4th of July Concert

Background:

For 15+ years, the National Repertory Orchestra (NRO) has been presenting a free July 4th patriotic concert at 8:30 p.m. in the Riverwalk Center. In the early years, ‘doors’ opened at 6 p.m. and guests sat themselves. In 2004, there were a number of issues that surfaced regarding public safety and guest experience. In our research, we discussed this issue with the management at the Ford Amphitheatre. We learned they had the same issues as we were experiencing, and that they implemented free ticketing. The RWC followed their advice and implemented a free ticketing system in 2005.

Since then we have “sold out” of the free seats at an escalating rate each year. We only offer in-person ticketing (not over the phone or online) as there is more demand than supply from the people waiting in line as the tickets are free. NOTE: The lawn has continued to remain free without ticketing, and we amplify onto the lawn and, starting last year, onto the Blue River Plaza.

Current situation:

There are increasing issues with customer service which are inspiring us to look at changing the 4th of July ticketing process again. As this is a well-loved public event and likely to create ‘angst’ for our citizens and guests, staff is bringing to Council for input.

Issues:

- Guests line up at 7 a.m. to wait for the box office to open at 12 p.m. We provide coffee and donuts and attempt to make the line “festive”, but in the end it is a 5 hour wait.
- Each guest is limited to 4 tickets; most couples take 8 tickets. While we urge guests to return unused tickets and arrive by 8:20 p.m., there are empty seats, a growing number of ‘no shows’ and a waiting line of guests who want to sit inside; ushers and staff are rushing to fill seats minutes before the concert. It is chaotic and does not provide the positive guest experience.
- Guests who cannot wait in line (usually because they are not in town yet) are unable to get tickets.

Proposal:

We propose to charge for the NRO 4th of July concert: \$15/\$10/\$5, which could benefit either nonprofits (namely the NRO and the BOEC’s veteran Wounded Warriors program) and/or to fund enhanced fireworks. Anticipated revenue is \$7,000.

The Ford Amphitheater began charging \$15 for their 7/4 concert recently, which supports the Vail Veterans Program. They still provide free and open lawn seating as we propose to do. They report that this has been a success and solved similar problems to the ones we are experiencing. From Vail’s experience, charging a minimal fee would motivate guests to purchase only the tickets that they need and would allow online ticket sales, thus making it available to our out-of-town 2nd homeowners and guest. The NRO supports this proposal as it would make tickets more easily available to a wider audience, would increase the perceived value of this concert, and would improve customer experience. Lawn seating would remain free and open.

Council Action:

We would like to hear Town Council’s feedback concerning this proposed ticketing change.

Memorandum

To: Town Council
From: Jennifer Cram, Planner III
Date: 4/26/2012
Re: Breckenridge Arts District Update

History

The Breckenridge Arts District began in 2001 with the purchase of the Shamus O'Toole's Saloon. The Town partnered with the Backstage Theatre Company to renovate the building into a small theatre. The facility opened in 2002. Also in 2002, the Town purchased the properties on the corner of South Ridge Street and East Washington Avenue. The Town began to master plan the properties shortly thereafter for a vibrant Arts Campus with the help of Harry Teague Architects and Mathew Stais Architect.

The Town embarked on developing an Arts Campus understanding that our average visitors are looking for hands-on experiences in addition to recreation when making their decisions as to where they travel. We also became aware of another visitor, the "Cultural Heritage Tourist", which is interested in cultural offerings. In addition, we wanted to create a community asset for locals.

Vision for Arts District

- Create an additional layer of activity for the local community and visitors providing authentic, hands-on experiences for all participants.
- Make Breckenridge a regional arts destination.
- Help to make existing arts organizations and galleries stronger.

The Arts Campus currently includes four historic structures. One of these structures, the Fuqua Livery Stable, has already been restored. The other historic structures are planned to be restored and adapted into artists studios appropriate for a variety of mediums. The adaptive reuse of historic structures into artist's studios allows the integrity of the structure to be preserved while allowing for a vibrant new use that allows the structures to live again. New structures that are sympathetic to the historic character are also proposed along with decorative walkways and plazas, landscaping, street furniture sculpture and signage to connect all of the facilities and form a year round arts campus.

The Arts District of Breckenridge Master Plan was adopted in 2004 as a correlative document to the Town's Master Plan and Development Code. A complete copy of the master plan is accessible on line at www.breckarts.com.

Existing Arts Campus

To date the existing Arts District Campus includes the Breckenridge Theatre (121 S. Ridge St.), home to the Backstage Theatre Co., the historic Robert Whyte House (127 S. Ridge St.), the Quandary Antiques Cabin/Ceramic Studio (131 S. Ridge St.), the historic Fuqua Livery Stable (110 E. Washington Ave.) and the historic Tin Shop (117 E. Washington Ave. owned by the Saddlerock Society). The newly remodeled Riverwalk Performing Arts Center is also an integral part of the growing Arts District as the western anchor. The attachment titled "Existing Arts District Buildings" identifies how each of these buildings is currently being used to further the vision for the Arts District.

The existing Arts Campus hosts guest artists, resident artists, arts workshops in a variety of mediums for children, teens and adults, along with cultural special events. These events include a grand celebration each summer with a sidewalk chalk art contest, face painting, artist's demonstrations, and make and take projects for the kids. We look forward to walking the Council through each of the facilities during the site visit on May 8th at 2 pm.

Future Arts Campus

Proposed 2012 Infrastructure Improvements

The approved CIP budget for 2012 includes the following:

- Robert Whyte House burro barn: Work in 2012 includes starting the rehabilitation process for the collapsed burro barn behind the Robert Whyte House including, inventory of historic fabric, panelizing the historic fabric for stabilization and developing plans for rehabilitation in the near future into public restrooms for special events, or storage at a minimum. The amount budgeted for this project is \$15,000.
- Robert Whyte House rehabilitation Phase I: Since the CIP budget was planned and approved for the Robert Whyte House, the Town has received a \$10,000 Historic Structure Assessment (HSA) grant to assess the structure and prepare recommendations for rehabilitation. This assessment will be completed in 2012. The completed HSA is a prerequisite for applying for a rehabilitation grant from the Colorado State Historical Fund. Thus, exterior rehabilitation work will not begin until the Historic Structure Assessment is complete. However, interior work to create an ADA Accessible bathroom is approved in the CIP budget for 2012. The amount budgeted for the Phase I rehabilitation is \$120,000. The \$120,000 budgeted in 2012 may be not be fully spent and will roll over to 2013 to complete the rehabilitation. The complete rehabilitation (Phases I and II) includes work to stabilize the foundation, restoration of siding, roof, windows and doors, and then interior rehabilitation to include an ADA accessible bathroom and a live/work space for guest artists.
- Barney Ford Parking Lot: Improvement of this parking lot within the Arts District includes definition of parking spaces with paving, decorative stone borders to match Main Street Improvements, landscaping, street furniture, informational kiosk, a permanent pit for pit-firing and a woodfire kiln to enhance the ceramics program. Plans for these improvements have been started with proposed construction late summer/early fall 2012. Although the approved master plan shows three new structures in this location, the completion of these improvements would not hinder the construction of buildings in the future if desired. The construction of any buildings in this location on the campus was proposed as part of the last phases to preserve parking for as long as possible. In essence, these improvements help to better define the Arts District and improve space for existing programs without placing any additional burden on existing staff resources. The amount budgeted for the parking lot improvements is \$150,000.

It should be noted that a transformer is required before any additional facilities can be introduced into the Arts District, as we are at capacity for power. A transformer is proposed for 2013 at the cost of approximately \$70,000.

The Rest of the Master Plan

Based on the schematic in Exhibit C of the master plan there are six new structures proposed. All of these structures meet the required module size of 1,300 square feet maximum above grade as outlined in the Historic District Guidelines. Proposed structures provide dedicated space to painting, printmaking, photography, glassblowing and dance/culinary along with small studios for rent to local and guest artists. Please see the attached site plan for locations and proposed uses of studios. Thus, if built out, the Arts District will include performance at the Breckenridge Theatre, music at the Riverwalk Center, as well as, visual arts - ceramics, painting, printmaking, glassblowing, photography, metalsmithing, woodworking and dance.

First priority is the rehabilitation of all historic structures - Robert Whyte House, burro barn and Mikolitis Barn. We estimated this work would take place over the period of about ten years, thereby accommodating the improved parking area and associated outdoor amenities. The cost for historic rehabilitation is very hard to anticipate as each structure and proposed finishes is unique. Our best guess without architectural plans is \$265 per square foot, or \$594,000 for Robert Whyte, burro barn and Mikolitis. In order to construct additional Arts District structures as proposed in the master plan, we estimate an approximate cost of \$200 per square foot, or about \$400,000 to \$480,000 per 2 story structure, meeting the maximum 1,300 square foot module size above grade. This cost may be less depending on finishes.

Council has had ongoing debates about the loss of parking vs. completing all or part of the master plan even though the Exchange parking structure was originally built to replace the parking that would be lost if structures were built in the Barney Ford lot. Required parking for the Arts District at build out was calculated to be fulfilled with on-street parking along Washington Avenue, the alley and in the Exchange parking lot.

Operating Costs

In addition to the cost of construction for the rehabilitation of historic structures and new structures, Council has been concerned about the operational expenses both existing and future for utilities, maintenance, staffing, marketing, etc. required to make the Arts District successful. Currently, administration of programs and facilities (Robert Whyte House, Quandary, Fuqua and Tin Shop) are staffed with ½ FTE in the Community Development Department and through the Community Development budget and not through Arts District revenues. Operational expenses including workshop materials, instructor fees, utilities and marketing have been 100% covered since 2010 through rent, workshop fees, donations and fundraising. The operating budget proposed for 2012 is \$29,697. The Facilities Department budgets for ongoing cleaning and maintenance of the existing facilities. The Facilities budget dedicated to the Arts District for 2012 is \$21,372. If existing buildings are rehabilitated and new buildings are constructed in the Arts District, immediate new expenses will be incurred for operating and maintenance that the current budget will not cover. Using the "Reset" business model we can anticipate that some operating expenses will be covered through new program revenues. Additional staffing associated with expanded programming will need to be incrementally increased as well. To what extent staffing can be covered through program revenues will need to be investigated.

Harris Street Building and MOU with CMC

The Town acquired the Harris Street Building in November of 2009. As part of the Memorandum of Understanding (MOU) with Colorado Mountain College (CMC), the Town agreed to allow CMC to use the existing ceramic studio, dance studios and photography studio for ten years either in the Harris Street building or in alternate locations like the Arts District. The agreement envisioned a possible collaboration between CMC and the Town with arts programs. This agreement will end in November of 2019. CMC has already moved most of the photography program to the new campus and plans show future expansion at the new campus to include dance and possibly ceramics studios.

With discussion about future use of the Harris Street building we have looked to see if any of the uses noted above, along with a possible movie theatre, could be accommodated in the Arts District. The Arts District master plan did envision dedicated space for both a photography studio and a dance studio. The existing needs of the CMC dance and photography studios can easily be accommodated in new structures that meet the allowed module size within the Arts District. If constructed, these spaces could be leased to CMC for the duration of the agreement and still accommodate Arts District uses as planned. These uses do not compete with any of the existing Arts District programs and the new studios provide opportunities for revenue generation.

A successful ceramic studio already exists in the Arts District. The ceramics program is one of the most successful programs in terms of revenue generation, participation and number of drop-ins by visitors. It has also been a driving force in our success with private donations. Unfortunately, the existing ceramic studio is not large enough for the needs of the CMC program. In fact, the square footage of the ceramic studio at CMC exceeds the module size allowed in the Arts District. Combining the logistics of the two programs is complicated with regard to space and time needed for classes, open studio hours necessary to work with clay, storage of materials, maintenance and overall competition of programs.

One way that we could possibly continue the success of the Arts District program and fulfill the obligations in the MOU until 2019 is to build a new larger ceramic studio. This new studio would be larger than the existing studio in the Arts District with improved lighting and ventilation, and smaller than CMC's existing space in the Harris St. Building, meeting the required module size. This studio would provide space for the continued success of the Arts District program and the space to offer CMC students the opportunity to receive credit for taking ceramics classes in the Arts District.

If the Council also wanted to entertain a movie theatre, a structure could be constructed below grade. The approximate cost to construct a ceramics and dance studio is \$400,000 to \$480,000 per structure based on \$200 per square foot as

noted above. The approximate cost for a below grade movie theatre is \$625,000 based on an approximate 2,500 square foot building and \$250 per square foot. If these are something to be explored, staff can do some additional concept work.

Summary

The potential to develop a vibrant arts campus in Breckenridge that is a regional arts destination is real. The vision that the Council has had to date is exemplary and acknowledged with the recent honorable mention for the Governors Arts Award. It is possible to construct facilities to meet the needs of the MOU with CMC that that do not hinder the continued success of Arts District programs.

Staff looks forward to guiding the Council through various details of the master plan on May 8th.

Existing Arts District Buildings

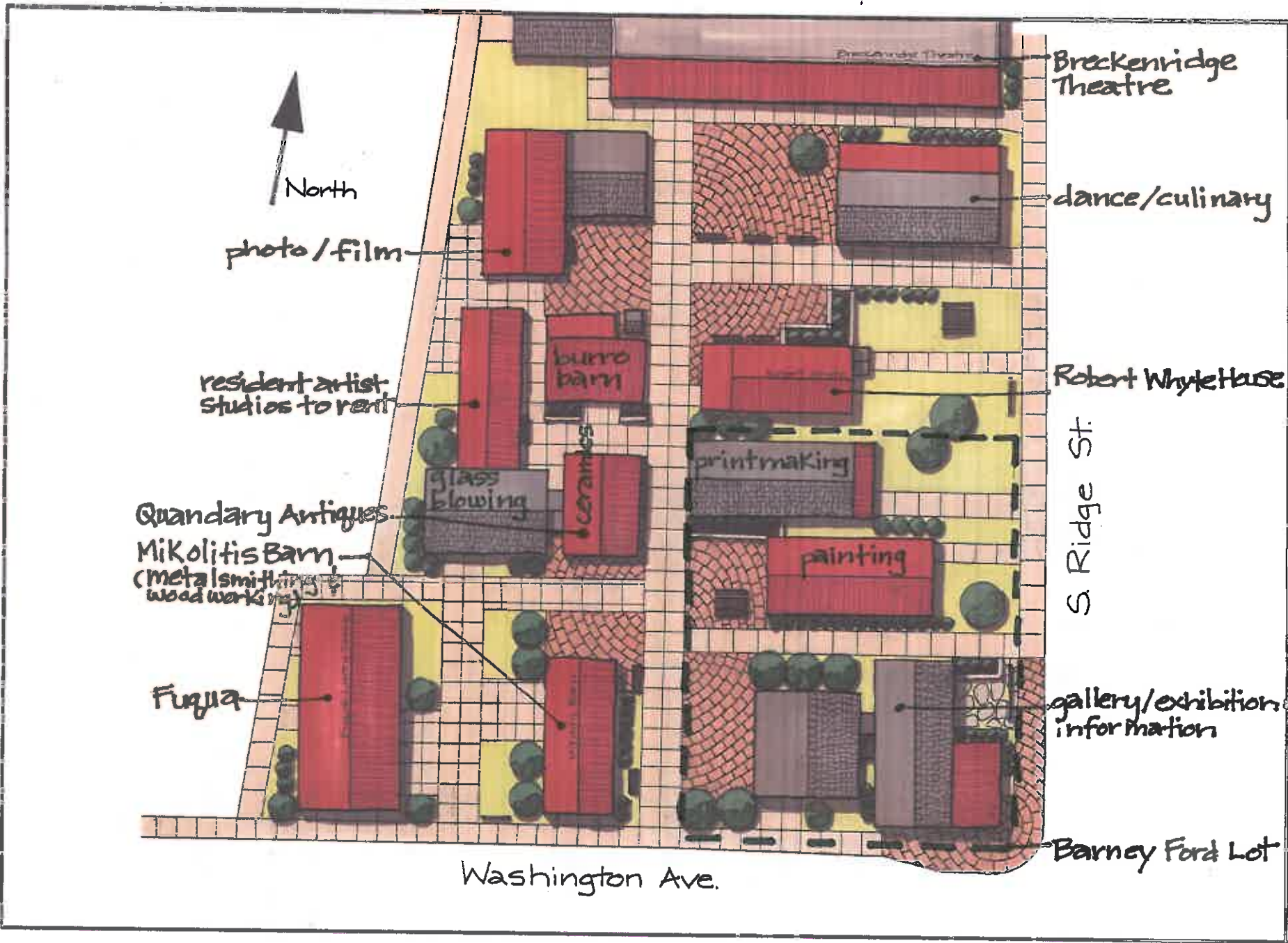
Breckenridge Theatre – The Breckenridge Theatre is home to the Backstage Theatre Performing Arts Company. The Backstage Theatre performs year round. The lobby is a small gallery administered by the Breckenridge Public Art Commission featuring local and student artists. The facility is also intended for mixed uses and is rented for special events such as the Breckenridge Film Festival.

Robert Whyte House -The historic Robert Whyte House is currently being leased to resident artists. The current resident artist is Ned Walley, glass blower and sculptor. The Robert Whyte House recently received a \$10,000 grant from the State Historic Fund to conduct a Historic Structure Assessment. The future plans for the Robert Whyte House include two phases of rehabilitation that will transform the historic structure into a live/work facility for guest artists.

Quandary Antiques Cabin - The Quandary Antiques Cabin, although not technically historic, does have social significance to Breckenridge. The cabin was donated by Jim and Maureen Nicholls and was relocated from its original location two blocks down Ridge Street to the Arts District in 2008. The cabin has been remodeled into a small ceramic studio. The ceramic studio offers open studio hours where the public can come in and work on projects of their own and workshops taught by experienced ceramic artists.

Fuqua Livery Stable -The rehabilitated historic Fuqua Livery Stable opened in August of 2008. The project received \$129,000 from the State Historic Fund for restoration toward a total rehabilitation cost of \$600,000. The rehabilitation consisted of taking the structure apart carefully in 12 pieces, pouring a new foundation with in-floor heat, erecting structural steel and then putting the structure back together within 1” of historic configuration. An innovative glass storefront system was also installed on the interior to exhibit all of the historic walls and allow for year round use. The Fuqua Livery Stable received the prestigious Steven H. Hart Award for outstanding efforts in historic preservation in February of 2009. The facility provides wonderful space for ongoing workshops in diverse mediums including metalsmithing, painting, printmaking and textiles to name a few. In addition, Studio 3 within Fuqua is leased to local artists on an annual basis for reasonable rent. Photographer, Carl Scofield is currently the resident artist at Fuqua.

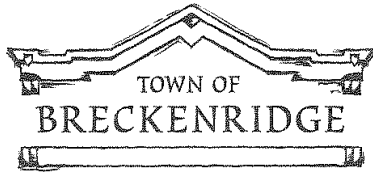
Tin Shop - The historic Tin Shop is the first guest artist facility. This facility was made possible by a partnership with the Saddlerock Society. The Saddlerock Society owns the facility and the Town paid to rehabilitate it and operates the guest artist program through the Arts District. Guest artists began working in the Tin Shop in August of 2006. Artists are invited to stay at the Tin Shop and work on their medium of choice from one week up to one month. The main floor provides a studio space, while the upstairs has a fully furnished studio apartment where artists live during their stay. Artists are selected based on the quality of their artwork and proposed public participation program. Artists are currently booked through December 2013. A Call to Artists is posted every June. Last year the Tin Shop had over 7,000 visitors.



DESIGNED: JC
 DRAWN BY: JC
 CHECKED: PG
 DATE: 7/24/2004
 REVISIONS:

ARTS DISTRICT
 RENDERED PLAN
 BRECKENRIDGE, COLORADO

SCALE
 HORIZ: 1"=10'
 VERT: N/A
 SHEET NUMBER:
 2



MEMORANDUM

TO: Town Council
FROM: Chris Neubecker, Current Planning Manager
DATE: May 1, 2012
SUBJECT: Air Quality Policy (Policy 30/Absolute: Air Quality)

Purpose: This memo will identify two possible code changes to Policy 30/Absolute-Air Quality in the Development Code:

1. Eliminate negative points for wood-burning cooking appliances, such as pizza ovens.
2. Allow replacement of existing wood-burning fireplaces with new EPA Phase II wood-burning fireplaces.

The Town's current Air Quality Policy was implemented to reduce the negative effects of unregulated wood-burning in the Town. An earlier version of this policy was included in the Town's original zoning code, adopted in 1978, to discourage the use of heating fuels that lead to degraded air quality. Since then, air quality in the Upper Blue Valley has improved, partly due to less use of wood-burning appliances and the use of cleaner burning wood stoves and fireplaces.

Policy 30/Absolute-Air Quality currently limits the number of wood-burning appliances to the following:

- Single Family Residence: One EPA Phase II wood-burning appliance per unit
- Duplex or Townhome: One EPA Phase II wood-burning appliance per unit (minimum 1,500 square feet heated floor area).
- Multifamily Residential: One EPA Phase II wood-burning appliance per floor in a lobby or common area of 1,000 square feet or more. Maximum of two wood-burning appliances per building.
- Restaurant/Bar: One EPA wood-burning appliance; one wood-burning cooking appliance (with negative points).

Wood-Burning Cooking Appliances (Pizza Ovens)

Recently, staff received a proposal for a new restaurant using a wood-burning pizza oven, which uses fruit woods as a fuel. As a tenant, the applicant would have a very difficult time mitigating the negative points for a wood-burning pizza oven since he does not own the property. Some of the reasons to change the code for wood-burning cooking appliances include:

- Wood-burning pizza ovens, which generally burn hard fruit woods, tend to burn at very high temperatures, with less waste and smoke.

- Fruit woods and other hardwoods burn longer and contain less resin than softwoods (pine).

Staff has looked for studies comparing the particulate matter released from wood-burning pizza ovens, but we have not found any scientific studies proving that hard woods are significantly cleaner burning. We have found a lot of anecdotal evidence, however. (We have also found some reports implying that pizza ovens lead to increased asthma and other respiratory problems downwind of wood-burning pizza ovens.)

The Environmental Protection Agency does not regulate wood-burning pizza ovens, and as a result, studies on particulate matter are not readily available. (The EPA certifies the emissions from wood stoves and fireplaces, but does not certify wood-burning pizza ovens.)

Staff would like the Council to consider if the negative points for wood-burning cooking appliances in a restaurant or bar should be eliminated. These cooking appliances appear to be cleaner burning than traditional wood-burning fireplaces or wood stoves. Wood-burning is a specialty cooking method and we do not believe that there would be a significant increase in the number of wood-burning cooking appliances as a result of this policy change. As such, we do not anticipate any noticeable impact on local air quality.

Wood-Burning Fireplaces

The current Air Quality policy prohibits wood-burning appliances in the private units of multifamily buildings, or duplexes/townhomes with less than 1,500 square feet of internal heated space. However, there are many existing properties with wood-burning fireplaces in each unit that cannot be converted to cleaner EPA Phase II wood burners due to this policy. Many fireplaces also cannot be converted to natural gas because there is no natural gas in the building. (Example: Tannhauser II Condominiums has 25 units, each with an old wood burning fireplace. There is no natural gas in the building, which is heated by electricity.)

Staff proposes to allow existing, non-conforming wood-burning appliances to be replaced with new EPA Phase II wood-burning appliances. This will encourage conversions to cleaner burning wood-burning appliances.

Next Steps

If the Council supports either of these proposed code changes, we will work on drafting new regulations to amend the current policy. We can also continue to research these issues to see if more information is available.

We look forward to your feedback on this issue.

**Recreation Center Facility Assessment
Town Council Update – May, 2012**

The Issue

The Breckenridge Recreation Center was originally constructed in 1990 and officially opened in 1991. The center received a major addition in 1996 that included the installation of the climbing wall area, the current weight and cardio areas, and an additional racquetball court (now used as a spinning studio). The locker rooms were renovated in 2010 and two family locker rooms were installed (both recommendations from the 2006 facility assessment study). As the building continues to age and the community continues to grow in both the number of residents and visitors, it is necessary to assess the condition of the facility as well as its ability to meet the current and future demands of its users. The Recreation Department hired a consultant team in 2006 to conduct a detailed facility assessment and received a comprehensive report that outlined a number of recommendations. This update will list those original recommendations of note, provide a progress report on what has been accomplished, and list recommendations that have not been pursued.

The 2006 Facility Assessment Report

The facility assessment was conducted by the firm Barker Rinker Seacat, which has extensive knowledge and experience with recreation center design and development across the country. All aspects of the facility were addressed in the assessment including interior spaces, exterior building features, mechanical and electrical systems, and programming elements. The council at that time elected to forgo a full commitment to fund all the recommendations as a whole scale expansion and renovation project. The council did fund and complete some of the recommendations through the last 6 years. Below is a list of major recommendations from the report and an update on the status of the recommendation. Please note that these recommendations are not listed in priority and are simply listed as they are presented in the report.

- 1) Architectural and Structural Recommendations of note
 - a) Outside Tennis Kiosk – it was recommended that the tennis kiosk be improved so as to enable a greater staff presence on site, contain a tennis specific pro shop, and create a shaded space for tennis players to gather and socialize. We are currently exploring the cost of renovating the kiosk to accommodate a pro shop, shaded gathering area, and tennis staff office. Dependent upon cost, we would like to complete this project in 2012. Funding for this project is expected to be found within the existing Department budget. The report also suggested covering the outdoor tennis courts and rededicating the indoor tennis space as an option for improving the facility. This option has not been pursued (see indoor tennis courts below).
 - b) Softball Netting – it was recommended that the netting on the north softball field fencing be expanded to provide better protection to the recreation center roof and to improve the safety of patrons using the outdoor hot tub and outdoor pool deck area. We have recently received three proposals to complete the work and we expect to have the new netting installed in 2012. Funding for this project is from the CIP budget, approved for 2012.
 - c) Lobby Area – it was recommended that the lobby area be reconfigured so as to improve patron flow to and from the building, improve the visibility and layout of the pro shop, improve front desk layout and efficiency, add an ADA height counter area, and remove / relocate the self-service island kiosk. Council decided not to pursue these recommendations at the time. In addition, while addressing the ADA height for the front counter is a necessity, we presently feel that the lobby area does function

effectively and that any funds expended for center renovation / improvements should be allocated for projects that more directly enhance the user / patron experience as opposed to aesthetic improvements. Facilities staff does plan to address the ADA height counter at a minimal expense.

- d) Administration Areas – it was recommended that additional office space be added to ease crowding of staff work stations. Suggested options included adding a second floor to the existing spinning studio, and a potential building addition to the south of the building entry against the tennis wing, which was not pursued. As staffing levels have decreased since 2006, we do not anticipate the creation of additional positions in the future unless additional facilities / amenities are added to the system. We believe that the current administrative space in the center is sufficient and that funds should be allocated to projects which more directly enhance the user / patron experience.
- e) Elevator – it is recommended that the existing lift in the center be replaced with a full functioning elevator as the lift does not comply with ADA requirements according to the consultants. The actual need to use the lift to accommodate mobility impaired individuals is very rare (less than 5 requests per year on average). We have made adjustments to how the lift is used in these instances and decreased operational issues. Due to the very high cost of installing an elevator in the building and the very limited need for its use, we are questioning the ADA compliance issue and if we are in compliance, replacement should not be pursued.
- f) Indoor Tennis Courts – it was recommended that the floor of the tennis courts be resurfaced and that the poor lighting be improved. The report also recommended assessing the value and benefit of dedicating such a large indoor space to a relatively small contingency of facility users. Based on the vocal support of the indoor tennis courts by a population of tennis enthusiasts in recent years, the previous Town Council have committed to maintaining the indoor tennis courts for the purpose originally intended. While the primary purpose of the space will continue to be dedicated to tennis programming, the space can and will continue to be used for other purposes as appropriate (ie: housing the inflatable jumpers during the Great Easter Egg Scramble event). The previous option of converting the space to a type of gym or field house and covering the outdoor tennis courts is no longer being considered. The floor in the tennis courts was resurfaced in 2010, and lighting was replaced in 2011-2012, improving both visibility and energy efficiency.
- g) Aquatics – it was recommended that lighting be improved in the aquatics area, that play features be added to the pools, and that some improvements be made to address ADA compliance, safety, and maintenance. Play features such as basketball hoops have been added (an aquatics wall climber is being installed soon as well), the floor has been stamped with circle patterns to decrease slips in all areas, a movable lift has been added to assist special needs individuals with access / egress to both pools and the indoor hot tub, and the lighting has been improved and made more energy efficient. Recommendations were also made in the report to assess the possibility of expanding the aquatics area, potentially even installing an outdoor pool or diving well. It was acknowledged that the aquatics amenities serve as a major draw for visitors to Town and that any improvements to the aquatics area should help to keep attracting visitors. Council at that time did not pursue any pool expansion due to cost and questions as to whether these expansions would expand use.
- h) Storage Space – it was recommended that the facility add space for storage of equipment and supplies. With the removal of the climbing wall from the gym in 2011, an additional storage room was installed along the west end of the existing gym storage. This provided an approximate additional 300 square

feet of storage space which has helped but not eliminated the need for additional storage space in the facility.

- i) Future Additions – it was recommended that the department focus on the following needs when planning for the next renovation / improvement opportunity for the recreation center and surrounding grounds:
 - 1) Indoor playground or play area – an indoor playground or play area for children and families was recommended as a needed amenity in the community. Though not pursued at the time of the study, staff agrees with this recommendation and suggests future plans for recreation center renovation consider this amenity. It is believed that this space will be a significant revenue producing space and provide residents and visitors with a fun and exciting opportunity to play together in between their other recreational pursuits. This type of amenity is not currently provided in Breckenridge.
 - 2) Additional class room space for fitness classes – it was clearly noted in the report and is recognized by current staff and members that the recreation center is in need of expanded spaces to conduct fitness and other classes. The addition of at least 2000 square feet of class room space remains one of the high priority needs for the facility.
 - 3) Multi-purpose space – it was recommended that the recreation center needs additional multi-purpose space. The existing multi-purpose room is predominantly utilized by the after school and summer day camp programs and very few opportunities exist for hosting / supporting other types of activities. In addition, due to the location of the existing multi-purpose room, youth frequently bleed out into the lobby area of the center, creating intense crowding and traffic challenges at certain times of the day. Future improvements to the center should attempt to address this area.
 - 4) Kingdom Park Athletic Field – it was recommended that the multi-use field be converted to artificial turf to allow for increased usage and decreased maintenance. Town staff are in the process of evaluating this recommendation, identifying grant opportunities, and coordinating conversion of this field to artificial turf in conjunction with the Summit County Athletic Field Master Plan. Funds for this project are identified within the CIP budget for 2013.

- j) Mechanical and Electrical Recommendations of note
 - 1) Aquatics – there were a number of detailed recommendations provided within the report pertaining to the pool filtration system, the air handling system, lighting, the roof, pool features, and other aspects of the natatorium. All of these identified issues have been addressed, with much of the mechanical systems being replaced in 2007.
 - 2) Lighting – it was recommended that the lighting throughout the facility be upgraded to improve quality and energy efficiency. Lighting in all major facility spaces have now been changed out.

Summary

The study developed several conceptual layouts for interior renovations and exterior additions to address the recommendations contained in the study. The study also included cost ranges associated with the improvements (see below). As noted above, most of the major improvements like pool expansion, interior remodels and additions to the building have not been pursued for various reasons, principally cost and a feeling that the improvements would not draw more visitors and associated revenue to justify the costs incurred.



BRECKENRIDGE RECREATION CENTER FACILITY ASSESSMENT
COST AND IMPROVEMENT SUMMARY
 December 4, 2006

Category of Improvement	Current	Remaining	Quantity	2006	Future	2007	2008	2009	2010	2011	2011-2016	2017-2021	2022-2026
	Condition	Life		Cost	Cost	1	2	3	4	5	6-10	11-15	16-20
1 Architectural Structural					5% inflation								
					per year								
Exterior													
Tennis and gym low slope roof	fair	12	18600sf	\$40,000	\$72,500	\$6,042	\$6,042	\$6,042	\$6,042	\$6,042	\$30,208	\$12,083	\$0
Center low slope roof	good	20	10000sf	\$22,000	\$60,100	\$3,005	\$3,005	\$3,005	\$3,005	\$3,005	\$15,025	\$15,025	\$15,025
Fitness low slope roof	fair	10	7000sf	\$55,000	\$90,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$45,000	\$0	\$0
* Tile roof to composition	option		31,000	\$220,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sky lights	fair	15	1,000	\$55,000	\$115,000	\$7,667	\$7,667	\$7,667	\$7,667	\$7,667	\$38,333	\$38,333	\$0
Modify railing at childcare	safety	1	90lf	\$1,000	\$1,100	\$1,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Add higher fence at ballfield	safety	1	200lf	\$20,000	\$21,000	\$21,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Brick repair	fair	5	lump	\$5,000	\$6,600	\$1,320	\$1,320	\$1,320	\$1,320	\$1,320	\$0	\$0	\$0
Gym translucent panels	good	15	600sf	\$33,000	\$69,900	\$4,660	\$4,660	\$4,660	\$4,660	\$4,660	\$23,300	\$23,300	\$0
Tennis translucent panels	good	15	800sf	\$44,000	\$92,400	\$6,160	\$6,160	\$6,160	\$6,160	\$6,160	\$30,800	\$30,800	\$0
Recoat EIFS	fair	5	10000sf	\$10,000	\$13,000	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$0	\$0	\$0
* This is a choice													
See discussion in architectural observations item 2 outside.													
Interior													
Lobby redesign	poor	1		\$100,000	\$105,000								
Locker room floors	worn	1	3400sf	\$24,000	\$25,200	\$25,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lockers (phenolic)	medium	2	140frames	\$60,000	\$66,200	\$33,100	\$33,100	\$0	\$0	\$0	\$0	\$0	\$0
Locker benches	fair	2	150lf	\$7,500	\$8,300	\$4,150	\$4,150	\$0	\$0	\$0	\$0	\$0	\$0
Vanity counters	fair	1	18lf	\$3,200	\$3,400	\$3,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Toilet partitions	good	10	8	\$6,400	\$11,000	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$5,500	\$0	\$0
*** Upgrade family locker area (item 9)	dated	1	250sf	\$100,000	\$105,000	\$105,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Public toilet room partitions	worn	3	6	\$4,800	\$5,700	\$1,900	\$1,900	\$1,900	\$0	\$0	\$0	\$0	\$0
Public toilet room counters	fair	5	10lr	\$1,000	\$1,500	\$300	\$300	\$300	\$300	\$300	\$0	\$0	\$0
Gym Climbing wall removal	worn	2	1	\$3,000	\$3,200	\$1,600	\$1,600	\$0	\$0	\$0	\$0	\$0	\$0
Gym wood floor	fair	5	8000sf	\$88,000	\$112,500	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	\$0	\$0	\$0
Tennis floor resurface	too smooth	2	14400sf	\$10,000	\$11,100	\$5,550	\$5,550	\$0	\$0	\$0	\$0	\$0	\$0
Track floor surface	good	15	3300sf	\$33,000	\$69,900	\$4,660	\$4,660	\$4,660	\$4,660	\$4,660	\$23,300	\$23,300	\$0
Carpeted floors	good	10	933yds	\$28,000	\$46,000	\$4,600	\$4,600	\$4,600	\$4,600	\$4,600	\$23,000	\$0	\$0
Fitness and weight floors	new	15	5000sf	\$40,000	\$84,200	\$5,613	\$5,613	\$5,613	\$5,613	\$5,613	\$28,067	\$28,067	\$0
Multi purpose floor VCT	fair	15	2200sf	\$5,000	\$11,400	\$760	\$760	\$760	\$760	\$760	\$3,800	\$3,800	\$0
Steam room finish	fair	10	1	\$5,000	\$8,700	\$870	\$870	\$870	\$870	\$870	\$4,350	\$0	\$0
Sauna	fair	10	1	\$10,000	\$16,800	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$8,400	\$0	\$0

Category of Improvement	Current Condition	Remaining Life	Quantity	2006 Cost	Future Cost	2007	2008	2009	2010	2011	2011-2016	2017-2021	2022-2026
Ongoing maintenance each year													\$0
<i>Allowance, verify historical cost</i>													
Painting		20			\$30,000	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$7,500	\$7,500	\$7,500
Glass replacement		20			\$20,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000	\$5,000	\$5,000
Precast sill replacement allowance	1 damaged	20		\$20,000	\$20,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000	\$5,000	\$5,000
Hardware replacement		20			\$20,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000	\$5,000	\$5,000
Tile roof repair		20			\$25,000	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$6,250	\$6,250	\$6,250
Additional requirements not met													\$0
Additional admin space	inadequate		800sf	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Additional storage	inadequate		1,000	\$220,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Add elevator	lift not ada	2	1	\$120,000	\$132,300	\$66,150	\$66,150	\$0	\$0	\$0	\$0	\$0	\$0
Drop off area improvements				tbd	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
* Signage				\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2 Mechanical													
HVAC (includes priority list)						\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Heating boiler and appurtances	Good	10		\$55,000	\$90,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$45,000	\$0	\$0
Air Handler (AHU_1)	Fair	5		\$160,000	\$204,400	\$40,880	\$40,880	\$40,880	\$40,880	\$40,880	\$0	\$0	\$0
Air Handlers (AHU-2 thru 4)	Good	10		\$185,000	\$302,100	\$30,210	\$30,210	\$30,210	\$30,210	\$30,210	\$151,050	\$0	\$0
Air Handlers 1996 Addition	Good	15		\$43,000	\$90,200	\$6,013	\$6,013	\$6,013	\$6,013	\$6,013	\$30,067	\$30,067	\$0
Cabinet Unit Heaters-3 units	Good	10		\$6,000	\$10,300	\$1,030	\$1,030	\$1,030	\$1,030	\$1,030	\$5,150	\$0	\$0
Unit Heaters- 10 units	Good	10		\$10,000	\$16,800	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$8,400	\$0	\$0
Radiant Panels- 6 units	Good	10		\$3,000	\$5,400	\$540	\$540	\$540	\$540	\$540	\$2,700	\$0	\$0
Finned Tube Radiation- Natatorium	Fair	5		\$23,000	\$29,700	\$5,940	\$5,940	\$5,940	\$5,940	\$5,940	\$0	\$0	\$0
Finned Tube Radiation- Chem Rms	Pool	1		\$1,500	\$1,600	\$1,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Piping Systems	Fair	15		\$143,000	\$298,100	\$19,873	\$19,873	\$19,873	\$19,873	\$19,873	\$99,367	\$99,367	\$0
Condensing Units- 8 units	Good	10		\$64,000	\$104,700	\$10,470	\$10,470	\$10,470	\$10,470	\$10,470	\$52,350	\$0	\$0
Cooling Coils- 6 units	Good	10		\$10,000	\$16,800	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$8,400	\$0	\$0
Exhaust Fans	Fair	10		\$25,000	\$41,300	\$4,130	\$4,130	\$4,130	\$4,130	\$4,130	\$20,650	\$0	\$0
Exhaust Fans-Chem & Ballast tank	Fair-Poor	1		\$5,000	\$5,300	\$5,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ductwork, GRDs	Fair-Good	20		\$215,000	\$572,400	\$28,620	\$28,620	\$28,620	\$28,620	\$28,620	\$143,100	\$143,100	\$143,100
Temperature Controls	Poor	1		\$125,000	\$131,300	\$131,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reconfigure Natatorium air supply	Poor	1		\$8,000	\$8,400	\$8,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Testing, Adjusting, Balancing	Poor	1		\$15,000	\$15,800	\$15,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0
*** Evaluate over pressurization				\$20,000									
*** Ventilation pool equipment room				\$7,000									
Replace pool dehumidification				\$200,000									
Modify return duct				\$20,000									
3 PLUMBING													
Domestic Water Boilers	Fair	10		\$40,500	\$66,600	\$6,660	\$6,660	\$6,660	\$6,660	\$6,660	\$33,300	\$0	\$0
Double Check Backflow Preventer	Fair-Good	20		\$8,000	\$22,700	\$1,135	\$1,135	\$1,135	\$1,135	\$1,135	\$5,675	\$5,675	\$5,675
Domestic Backflow Preventer	Fair-Good	20		\$2,000	\$7,000	\$350	\$350	\$350	\$350	\$350	\$1,750	\$1,750	\$1,750
Storage Tank	Poor	1		\$2,000	\$2,300	\$2,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mixing valve	Poor	1		\$500	\$700	\$700	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Circulating Pumps	Fair	5		\$5,000	\$6,600	\$1,320	\$1,320	\$1,320	\$1,320	\$1,320	\$0	\$0	\$0
Water Closets	Good	15		\$20,000	\$42,600	\$2,840	\$2,840	\$2,840	\$2,840	\$2,840	\$14,200	\$14,200	\$0

Category of Improvement	Current Condition	Remaining Life	Quantity	2006 Cost	Future Cost	2007	2008	2009	2010	2011	2011-2016	2017-2021	2022-2026
Urinals	Good	15		\$5,000	\$11,400	\$760	\$760	\$760	\$760	\$760	\$3,800	\$3,800	\$0
Lavatories	Fair	10		\$4,000	\$7,100	\$710	\$710	\$710	\$710	\$710	\$3,550	\$0	\$0
Sinks	Fair	10		\$2,000	\$3,900	\$390	\$390	\$390	\$390	\$390	\$1,950	\$0	\$0
Drinking Fountains, Water Coolers	Good	15		\$9,000	\$19,600	\$1,307	\$1,307	\$1,307	\$1,307	\$1,307	\$6,533	\$6,533	\$0
Mop Service Basins	Fair	10		\$2,000	\$3,900	\$390	\$390	\$390	\$390	\$390	\$1,950	\$0	\$0
Showerheads and Valves	Poor	1		\$12,000	\$12,600	\$12,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Roof Drains	Fair-Good	20		\$45,000	\$120,800	\$6,040	\$6,040	\$6,040	\$6,040	\$6,040	\$30,200	\$30,200	\$30,200
Wall Hydrants	Fair-Good	15		\$2,000	\$5,300	\$353	\$353	\$353	\$353	\$353	\$1,767	\$1,767	\$0
*** Replace domestic hot water system	**			\$100,000									\$0
4 Electrical													
Immediate Concerns													
Fix exterior floodlights	damaged	0	3	\$1,200	\$0								
Add missing j-box covers	missing	0	at least 3	\$60	\$0								
Routine Maintenance													
Fire alarm system **	fair				\$0								
Sound system **	good				\$0								
Telecommunications systems **	good				\$0								
Electrical panels & MDC **	good				\$0								
Optional Items													
Install TVSS on service	none		1	\$4,200	\$0								
Update circuit directories			all panels	\$1,400	\$0								
Replace conduit in pool eq. rm.	corroded	5		\$1,800	\$2,500	\$500	\$500	\$500	\$500	\$500	\$0	\$0	\$0
Retrofit T-12 lighting with T-8	good		tbd		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Replace natatorium lighting *	good			\$87,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Replace tennis lighting *	good			\$76,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Replace gymnasium lighting *	good			\$36,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Install occupancy sensors *	none		20 (est.)	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Exit sign replacement *	fair	10	31 (est.)	\$6,200	\$10,800	\$1,080	\$1,080	\$1,080	\$1,080	\$1,080	\$5,400	\$0	\$0
Add exterior egress lighting	none			\$7,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Add fire alarm stobes (ADA)			12 (est.)	\$12,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Replace entire fire alarm system	fair	15	1	\$75,000	\$16,600								
Add CCTV cameras	good		tbd	tbd	\$0								
*** Notes: Numbers include design fees and contingencies when appropriate.													
(*) Adjacent to item indicates that item will have a payback period. Payback periods have not been determined at this time and would require further studies.													
(**) Adjacent to item indicates that Owner may want to refer to their historical cost information for routine maintenance costs.													
5 Aquatics													
Immediate Concerns													\$0
Pool equipment		3		\$280,000	\$280,000	\$93,333	\$93,333	\$93,333	\$0	\$0	\$0	\$0	\$0
*** Pool Sanitation Equipment		3		\$160,000	\$160,000	\$53,333	\$53,333	\$53,333	\$0	\$0	\$0	\$0	\$0
Slip Resistance Deck Treatment	Immediate	1	1	\$30,000	\$32,500	\$32,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Slide repair to flume	Immediate	1	1	\$15,000	\$15,800	\$15,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Slide Modification to metal parts	Immediate	1	1	\$20,000	\$21,000	\$21,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Vortex modification	Immediate	1	1	\$10,000	\$10,500	\$10,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Brick coping and Caulking	Immediate	1	1	\$15,000	\$15,800	\$15,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Portable ADA Lift	Immediate	1	1	\$6,500	\$6,900	\$6,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Spa Portable ADA Lift	Immediate	1	1	\$7,000	\$7,400	\$7,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Spa Jet Pump Timer Relocation	Immediate	1	1	\$3,500	\$3,700	\$3,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PVC Grate for Surge Tank	Immediate	1	1	\$2,000	\$2,100	\$2,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Chemical Safety Equipment	Immediate	1	1	\$5,000	\$5,300	\$5,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Category of Improvement	Current Condition	Remaining Life	Quantity	2006 Cost	Future Cost	2007	2008	2009	2010	2011	2011-2016	2017-2021	2022-2026
Periodic Maintenance		6		\$2,000	\$3,100	\$517	\$517	\$517	\$517	\$517	\$517	\$0	\$0
Pool water line		2		\$85,000	\$93,800	\$46,900	\$46,900	\$0	\$0	\$0	\$0	\$0	\$0
Leisure pool interior replacement		1		\$79,000	\$83,000	\$83,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lap pool interior replacement		1		\$12,000	\$12,600	\$12,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Chemical Storage Room Updates		2		\$8,500	\$9,500	\$4,750	\$4,750	\$0	\$0	\$0	\$0	\$0	\$0
Indoor Whirlpool Exterior		2		\$15,000	\$16,600	\$8,300	\$8,300	\$0	\$0	\$0	\$0	\$0	\$0
Whirlpool Jet Modifications		2		\$3,000	\$3,400	\$1,700	\$1,700	\$0	\$0	\$0	\$0	\$0	\$0
Auxillary Equipment room		2		\$7,000	\$7,800	\$3,900	\$3,900	\$0	\$0	\$0	\$0	\$0	\$0
No Divng and Depth Markings													
Optional Items													
*** Leisure pool amenity upgrades		4		\$185,000	\$225,200								
*** Lap pool amenity upgrades		3		\$32,000	\$37,100								
*** Leisure pool flow channel		5		\$60,000	\$76,800								
Average total per year	0	700		\$4,562,460	\$4,921,500	\$1,147,672	\$597,372	\$421,272	\$272,705	\$272,705	\$984,658	\$539,917	\$224,500

Proposed 2007 expenditure (items with a 1 above) **\$655,300**
Proposed 2008 expenditure (items with a 2 above) **\$352,200**
Proposed 2009 expenditure (items with a 3 above) **\$445,700**

*** Note: numbers include design fees and contingencies when appropriate

Memorandum

TO: Town Council
FROM: Tom Daugherty, Public Works Director
DATE: April 30, 2012
RE: Public Works Yard Lease

The Town is working with Summit County to move their Road and Bridge facilities located on CR 450 to the Public Works Yard as outlined in the MOU with the County. The MOU was provided at the April 10th Council meeting. The MOU is a combined effort to free up the County's property on CR 450 for a future attainable housing project. The MOU also addresses the recycle center relocation but that will be a separate agreement which will be finalized after the County completes their task force on the landfill/recycle.

The current Public Works Administration offices are located in the southwest corner of the complex in a building that was originally designed as equipment storage. The plan is to move the Public Works Administration offices into a new building near Airport Road and restore the vacated space to the equipment storage function so that the County can move into that space. The County needs additional space beyond that being vacated so they will also build four bays adjacent to the vacated space.

The basic agreement between the Town and County being proposed is that the Town builds a new administrative building, restores the vacated space to usable storage space and the County makes a onetime payment to the Town to use the space for the years to come. The payment being proposed is based on the cost to build a new space of the same size plus some costs for the Town to manage the project. The additional space that is to be constructed by the County will be paid for by the County. The County will pay the maintenance and utilities costs needed for their operation.

This project appears in the Town's 2012 CIP. The table below shows the differences between what was estimated in the budget and the bid numbers. The differences are in the construction costs of approximately \$400,000 and the County contribution which dropped approximately \$150,000. This increases the Town costs from \$200,000 to approximately \$750,000. The original estimates were off due to not fully understanding the amount of work that was required and unknowns with the County.

	2012 CIP	Revised Current
Total Cost	\$ 800,000	\$ 1,208,000
Payment by County	\$ 600,000	\$ 454,000
Town Responsibility	\$ 200,000	\$ 754,000

If the Council approves of this project staff will write a lease outlining the details and bring back to Council on May 22th.



memo

Date: May 2, 2012 (*for 5.8.12 meeting*)
To: Mayor and Town Council Members
From: Director of Communications
RE: Summer Events Preview

For the May 8th meeting, the Events & Communications Division has coordinated a collaborative Summer 2012 events preview to provide Council with a broad overview of the upcoming events and activities.

This overview will include 'snapshots' from the following groups responsible for the summer's rich offerings:

- Breckenridge Events Group (BRC and Town's events team)
- National Repertory Orchestra
- Breckenridge Music Festival
- Arts District of Breckenridge
- Backstage Theatre
- Breckenridge Heritage Alliance
- Breckenridge Recreation Center
- Friends of Breckenridge Trails

Thank you for your interest and attention. Staff will be on hand to answer any questions.