



BRECKENRIDGE TOWN COUNCIL WORK SESSION

Tuesday, July 10, 2012; 3:00 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.*

3:00 - 3:15 PM	I	<u>PLANNING COMMISSION DECISIONS</u>	2
3:15 - 3:45 PM	II	<u>LEGISLATIVE REVIEW*</u>	
		Public Works Lease	13
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		Land Lease with Pinewood I	43
		BOEC Expansion of Maggie	51
		Emergency Powers and Procedures	64
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3:45 - 4:15 PM	III	<u>MANAGERS REPORT</u>	
		Public Projects Update	78
		Housing/Childcare Update	Verbal
		Committee Reports	79
		Financials	80
4:15 - 5:45 PM	IV	<u>OTHER</u>	
		Harris Street Building	93
		Ice Castles & SnowBall Events Updates	96
		Recreation Department Programming Study	100
5:45 - 6:00 PM	V	<u>PLANNING MATTERS</u>	
		Town Energy Policies and Codes	160
6:00 - 7:15 PM	VI	<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: July 3, 2012

Re: Town Council Consent Calendar from the Planning Commission Decisions of the July 3, 2012, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF July 3, 2012:

CLASS C APPLICATIONS:

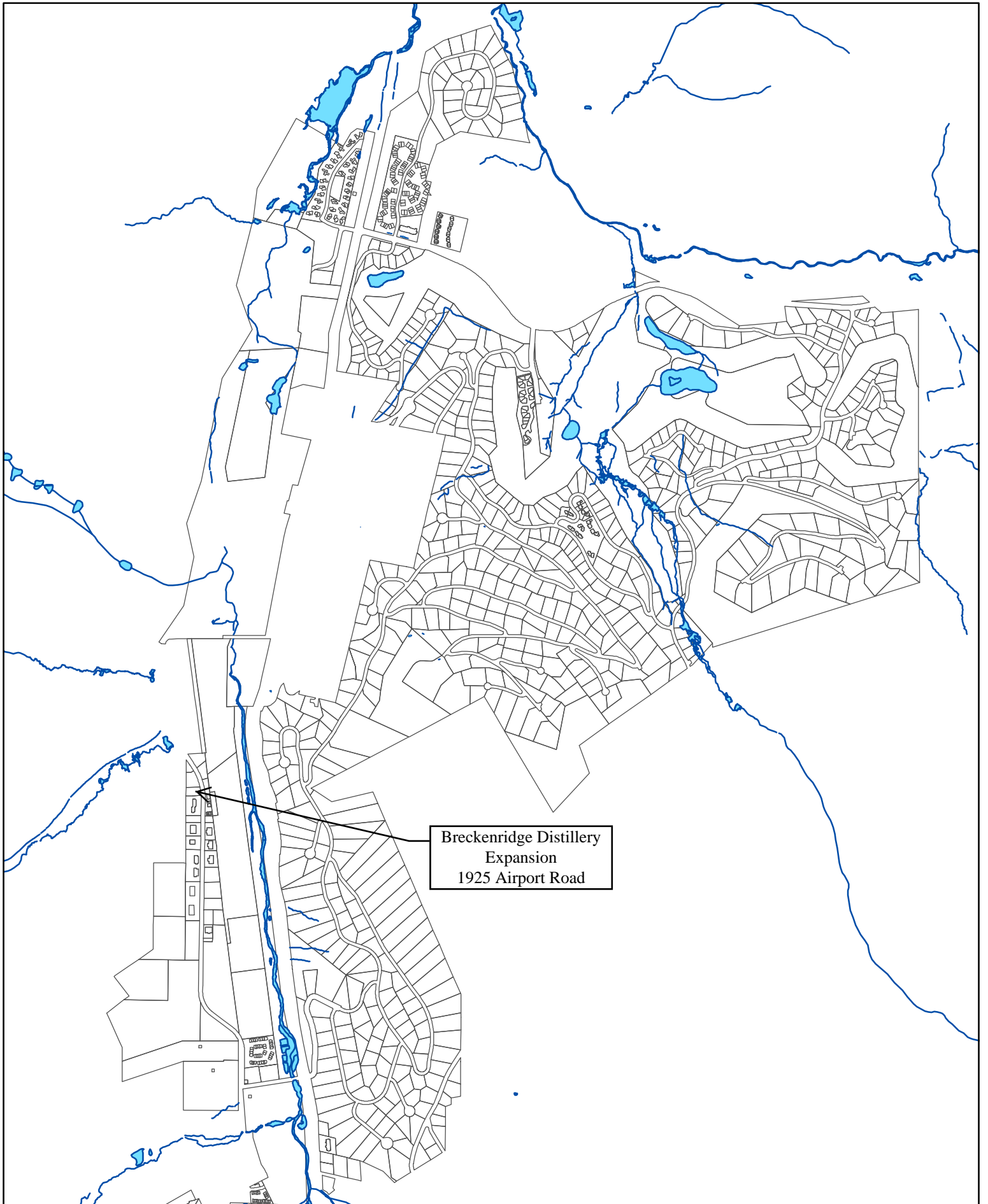
1) Slater Residence Addition (MM) PC#2012048; 487 White Cloud Drive
Addition to existing single family residence to create a total of 6 bedrooms, 6.5 bathrooms, 5,138 sq. ft. of density and 5,879 sq. ft. of mass for a F.A.R. of 1:3.1. Approved.

CLASS B APPLICATIONS:

None.

CLASS A APPLICATIONS:

1) Breckenridge Distillery Expansion (MGT) PC#2012039; 1925 Airport Road
Build a 2,703 sq. ft. addition (for additional storage and daily operations) to the existing 3,896 distillery building. Add three new corn, rye, and barley silos to allow for more storage, which would reduce the number of deliveries to the business. The addition will match the colors and materials of the existing structure. Approved.



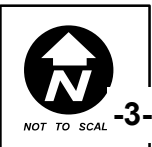
Breckenridge Distillery
Expansion
1925 Airport Road

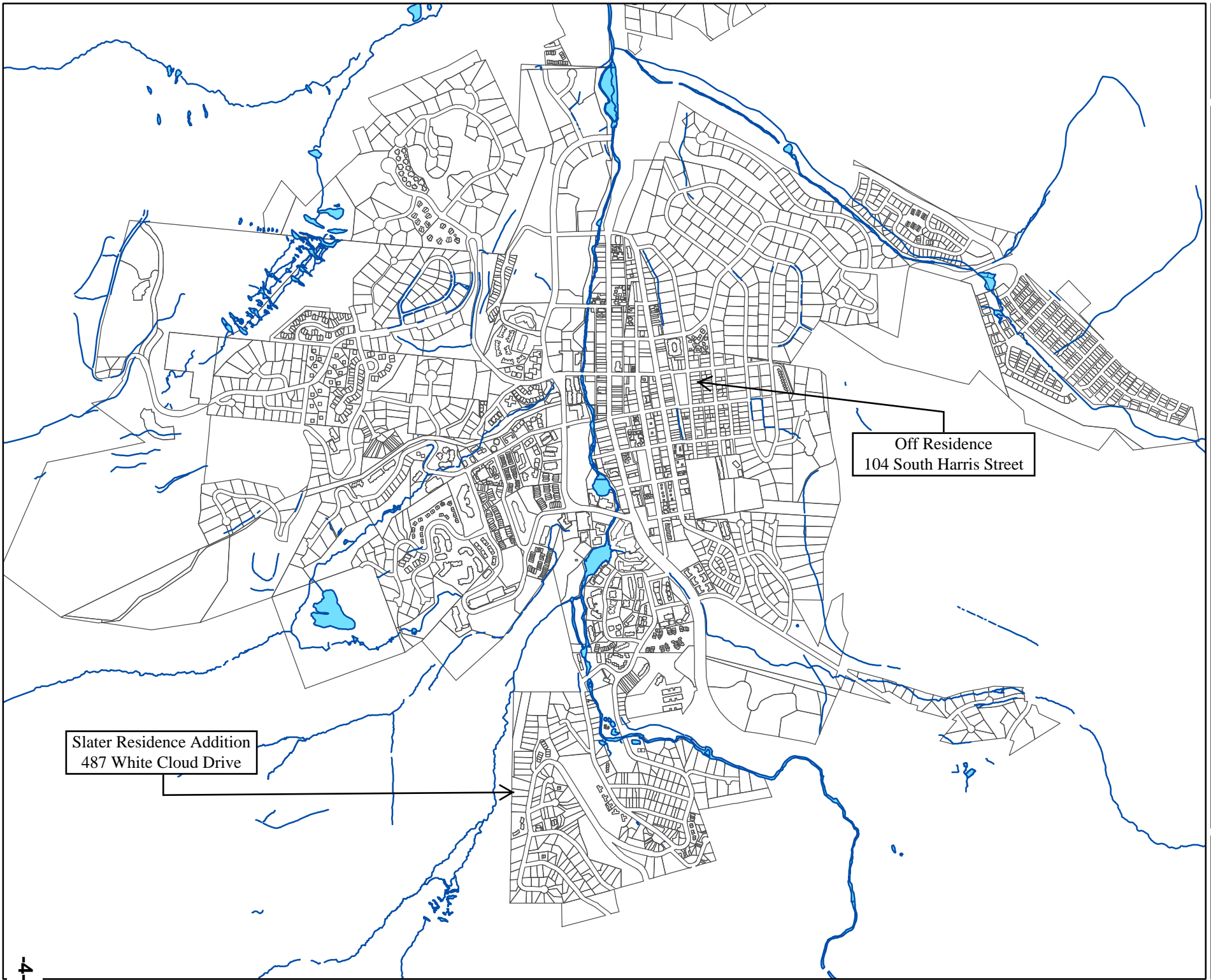


Breckenridge North

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.

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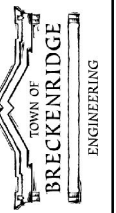


NOT TO SCALE

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.



Slater Residence Addition
487 White Cloud Drive

Off Residence
104 South Harris Street

PLANNING COMMISSION MEETING

The meeting was called to order at 7:00 pm.

ROLL CALL

Kate Christopher Trip Butler Gretchen Dudney
Jim Lamb Dave Pringle arrived at 7:03 pm
Dan Schroder, Michael Rath and Gary Gallagher, Town Council Liaison, were absent.

APPROVAL OF AGENDA

With no changes, the July 5, 2012 Planning Commission meeting agenda was approved unanimously (7-0).

APPROVAL OF MINUTES

With no changes, the June 19, 2012 Planning Commission meeting minutes were approved unanimously (7-0).

TOWN COUNCIL REPORT:

None.

CONSENT CALENDAR:

1. Slater Residence Addition (MM) PC#2012048; 487 White Cloud Drive
Mr. Pringle: Are they lifting up the driveway? (Mr. Neubecker: The area underneath the new driveway will be parking. The area that used to be the garage, on the lower level, will be living space.) So they still have an easement over the neighbor's lot? (Mr. Neubecker: Yes. The existing driveway will remain. The other house still needs to get access through that driveway.) Would they then remove that easement in the future? (Mr. Neubecker: They want to keep the easement as is; the neighbors get along with each other.) (Mr. Sonny Neely, Architect for the Applicants: That is right, they are friends, and this solves major drainage issues on the lot. There was often a frozen pond on the entry and into their garage.) (Mr. Neubecker: It also provides extra parking on-site. At times we have been criticized for not providing enough parking.) My concern was cleaning up the encumbrances between the two lots. Project is fine with me.

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

FINAL HEARINGS:

1. Breckenridge Distillery Expansion (MGT) PC#2012039; 1925 Airport Road
Mr. Thompson presented a proposal to build a 2,703 sq. ft. addition (for additional storage and daily operations) to the existing 3,896 distillery building, and add three new corn, rye, and barley silos to allow for more storage, which would reduce the number of deliveries to the business. The addition will match the colors and materials of the existing structure. Mr. Thompson stated that the Applicant, Brian Nolt, apologized for not being able to attend the meeting this evening. He is a physician, and is working at the hospital tonight.

This proposal was heard by the Planning Commission at the June 5, 2012 meeting. There was an issue raised as to whether the cupola element qualified for an exemption from building height. After a discussion the majority of the Planning Commission agreed that this element qualified for the height exemption. Some members of the Commission asked the owner of the distillery to consider reducing the height of this element. The owner has chosen not to change this design element on the roof of the proposed addition. No changes are proposed from the preliminary hearing. Staff added a condition of approval, #22, to paint the silos the same color as the building.

Staff recommends approval of the Breckenridge Distillery Addition, PC# 2012039, located at 1925 Airport Road, Lot 1BC, with the attached Findings and Conditions.

Commissioner Questions / Comments:

- Ms. Christopher: You said the paint on the silos would match the rest of the building. What if it is paint on metal? (Mr. Thompson: There is paint that is specifically for metal.)
- Mr. Lamb: The application is pretty straightforward.
- Mr. Pringle: Have we defined a cupola? We are setting a treacherous precedent here. This is a loose interpretation of extending the height for no clear need here. They could get glass light and ventilation without the cupola extending so high. This clerestory feature is over one-third the length of the ridge.
- Mr. Lamb: The code does not state “the height should not exceed one third over the building”.
- Mr. Pringle: A cupola is what sits on the county courthouse. (Mr. Thompson: Just to clarify, the word “cupola” is the Applicant’s language; it is not what is in our code.)
- Mr. Lamb: The code reads “an area without density”. (Mr. Thompson: Correct, there is no floor in there. It is not like a loft; it is an open space.)
- Ms. Christopher: I echo Mr. Lamb. It is not density. It is a functional space, not density just for the heck of it.
- Mr. Butler: There is no issue with me.
- Mr. Pringle: I think this makes a horrible precedent. We have held the line so much and now this seems an excessive use for the height.

Ms. Dudney opened the hearing to public comment. There was no public comment and the hearing was closed.

Mr. Lamb made a motion to approve the point analysis for the Breckenridge Distillery Expansion, PC#2012039, 1925 Airport Road. Mr. Butler seconded, and the motion was carried unanimously (5-0).

Mr. Lamb made a motion to approve the Breckenridge Distillery Expansion, PC#2012039, with the presented findings and conditions. Ms. Christopher seconded, and the motion was carried unanimously (5-0).

PRELIMINARY HEARINGS:

1) Off Residence (MGT) PC#2012042; 104 South Harris Street.

Mr. Thompson presented a proposal to construct a 2,853 sq. ft., four bedroom, four bath, single family house with an attached garage. Mr. George Off and Mrs. Tara Off are in the audience, as is Ms. Janet Sutterley, Architect for the Applicant. The primary siding material is 4 ½” horizontal bevel lap cedar siding, the secondary siding material is vertical 1 x 6 square edge cedar tongue and groove or ship lap. The primary roof material is 50-year heavy weight asphalt composition shingles, with a metal roof over the garage and second floor bathroom.

The applicant’s proposal of 2,080 sq. ft. of above ground density at 9.06 UPA is in substantial compliance with Policy 5(A) and Priority Policy 118. However, going over 9 UPA incurs three negative points (Aboveground Density UPA point deductions: 9.01 – 9.50 incurs negative three (-3) points).

Staff believes there is an issue with the size of the front module. The applicant has calculated the front module at 1,495 sq. ft., which includes the main level and upstairs. However, the applicant is counting the 54 sq. ft. upper level bathroom, which is accessed from an upper level bedroom, as part of the connector element. Staff believes that when viewed from the north and south elevations this bathroom appears to be part of the front module, not the connector element, and it is connected to the front module by the floor plan. If the upper level bathroom is part of the front module then it is over the average module size of 1,500, as it would be calculated at

1,549 sq. ft.

Does the Planning Commission agree with Staff interpretation on this module size?

Priority Policy 80A states:. Use connectors to link smaller modules and for new additions to historic structures.

“The width of the connector should not exceed two-thirds the façade of the smaller of the two modules that are to be linked. The proposal meets this requirement, the width of the connector does not exceed two-thirds the façade of the rear module”.

“The wall planes of the connector should be set back from the corners of the modules to be linked by a minimum of two feet on any side. The structure meets this requirement by stepping in two feet on the north elevation and twelve feet on the south elevation”.

“The height of the connector should be clearly lower than that of the masses to be linked. In general, the ridge line of the connector should be at least two feet less than that of the original, principal mass”.

The height of the connector to the top of the bathroom shed roof is measured at 20’ and the rear module is also measured exactly at 20’ in height. Staff believes that the applicant is failing this Priority Policy by not designing the connector to be “clearly lower than that of the masses to be linked“.

(Note: the plans included in the Planning Commission packet were different than the plans which are proposed; there is a slightly larger window on the north elevation.)

The applicant proposes to move the historic shed to facilitate the proposed addition. Therefore, Staff suggests, and as past precedent supports, assigning negative points under Policy 5/R, Architectural Compatibility for rearranging historic structures in order to facilitate new development. We note, moving historic buildings can still be proposed, as long as the Priority Policies are met and as long as the negative points can be mitigated. Based on past precedent and the Code, we are suggesting negative five (-5) points for moving the historic shed, which alters the original interpretation of the site. The Whitehead building (the Prospector building) is not correct precedent and is to be stricken from the report. Our apologies for the incorrect example. That shed was added in the late 1960s or early 1970s and was not the historic location.

The shed is a contributing building, and staff believes that removal of significant amounts of salvageable historic fabric would cause a reduction in the historic rating. Applicant has agreed to keep the historic fabric in place. These are significant and expensive restorations that deserve positive points under policy 24/R-Social Community. Staff finds that this application is most comparable to the Ducayet Residence and the Hastings Residence in scope, and staff recommends six (+6) positive points under this policy. +15 points is the maximum allowed.

The front yard setback is met at twenty three feet (23’); also this twenty three feet (23’) setback respects the established front yard setback of the historic residences on Lot 1 and Lot 4, Block 7, Yingling and Mickles. The side yard setback to the southern property line is meeting the relative setback of five feet (5’). There recommended rear yard setback of fifteen (15’) is not being met as it is proposed at ten (10’) to the garage. The relative side yard setback is not being met on the north property line, where it is proposed at three feet (3’). Also, there is a roof overhang that encroaches another 18” into the side yard setback; the 18” encroachment into the three feet (3’) side yard setback can only occur with Planning Commission approval. There are two setback encroachments,

which incurs negative three (-3) points each, for a total of negative six (-6) points. Is the Planning Commission comfortable with the 18” roof overhang encroachment along the north property line?

At this time, Staff believes, that the application warrants the following points: 5/R – Above Ground Density: negative three (-3) points for going over 9UPA to 9.06 UPA, Policy 5/R – Architectural Compatibility: negative five (-5) points changing the orientation of the historic shed, Policy 9/R – Placement of Structures: negative six (-6) for not meeting two setbacks, the recommended side yard setback on the north property line and the garage which does not meet the recommended rear setback, Policy 18/R – Parking: positive two (+2) for accessing the parking in the rear and putting it inside a garage off the alley, Policy 22/R – Landscaping: zero (0) points at this time (possible two points if changes made to landscaping plan), and Policy 24/R – Historic Preservation: positive six (+6) points for restoring the historic shed, for a total of negative fourteen (-14) points and positive eight (+8) with a possible positive two (+2) more points if changes are made to the landscaping plan.

Staff has the following questions for the Planning Commission:

1. Does the Commission agree with the Staff’s interpretation of Priority Policy 118 related to the front module size?
2. Does the Commission agree with the Staff’s interpretation of Priority Policy 80A related to the connector not being clearly lower than the masses to be linked?

(The Commission took a five minute break.)

Ms. Dudney called the meeting back to order.

Commissioner Questions / Comments:

- Mr. Butler: Did you say you were going to talk about the front module more? (Mr. Thompson: No, I said I would talk about the connector.)
- Mr. Pringle: When we say the average module size, is that a hard number, or a number encouraged to be close to? At 1,500 square feet or 1,difference 549 square feet, is that 49 feet a significant amount? Have we hit the intent here? Is 49 square feet too much?
- Mr. Lamb: It works out to 3%; is that 1,500 or 1,501? Does it say should not exceed 1,500? (Mr. Thompson: The average size is 1,500. (He quoted the relevant section from the code.)
- Mr. Pringle: If the median size is 1,500 square feet, it sounds like you have respected the average size; it does not say it is a hard number. If you went to 1,450 would you get negative points? whereas 9 UPA is a clear hard number.
- Ms. Christopher: Within 14 feet? (Ms. Dudney: Actually it is 49 feet.) I feel that is respecting the average.
- Mr. Butler: I am comfortable with meeting the 1,500 feet average.
- Mr. Lamb: This is all interconnected. 3% over the guidelines. On 9 UPA, if you are 1% over, you are over, but this I am not hearing this is over.
- Ms. Dudney: I agree with all of you. What about the issue of the 20 feet in the connector?; height of bathroom is 20 feet and height of garage is 20 feet?

Ms. Janet Sutterley, Architect: Talking about the South elevation. I have three items:

Point One: Policies 80A and 118: These are closely related. We are focusing directly on the upper level bathroom. I will address 80A first. In our first submittal, the bathroom roof was even with the module. I lowered the rear roof two feet and then put all wall areas in one plane away from the rear module. Element is viewed more from the south. Roof is now two feet below the module. 80A bullet 3 “height of connector

should be clearly lower than the two masses to be linked.” I can’t understand why this doesn’t meet 80A there is nothing in the code that suggests anything with respect to the grade change. Code clearly addresses the ridge relationships and we are two feet below the rear module ridge. How does this not meet Policy 80A? That is my question to the Commission. How this relates to Policy 118: the bathroom is part of connector. Does not make a difference what it is connected to internally. Should not matter what is going on internally. This is more of visual based discussion, not code based discussion. Don’t notice as much from North side, which is why I am pointing out the South side. All reads as one plane.

Point Two: The shed: I read Larry Crispell’s letter, and I agree 100%. I think his concern came from the shed on the neighboring property. Really important to have a plan up front; we plan to stabilize, and then move the shed. Not in agreement of taking boards off and numbering them and then replacing them in same order.

Going through staff’s point analysis:

- 1) Stroble Residence: Received negative five (-5) points. This was the house, primary structure, primary façade, not the shed. I don’t feel like that is comparable.
- 2) The Prospector Building: We already discussed this not being applicable.
- 3) The Silverthorne House: This was moved completely out of its’ historic context from back to front of lot.
- 4) Harris Residence: Negative five (-5) points for moving of shed and moving of primary structure three feet to the North. Again, moving of primary structure.
- 5) The sheds on the adjacent property (not stated as an example previously): One shed was not even on the lot. (Mr. Thompson: Went through a variance process to move onto the property. We did not give negative points for moving the shed onto the property.) One off property and one right on the property line. Not given any negative points. (Mr. Pringle: How long ago?) Three or four years.
- 6) Case Residence: Shed on the east side of the same alley.

I know precedent has a lot to do with this. We are talking about moving a shed. Mr. Thompson mentioned it has to do with the orientation of the building. I have other options on the shed, but can’t proceed because of five negative points. I can’t explore the options because I am starting out with negative five (-5) points right out of the gate. Not really in a position because of harnessing with negative five (-5) points, which is a huge amount of hardship. I believe the intent of the code is to keep buildings in their contexts. Not intent of code to penalize applicants for such minor alterations on their lot.

The big question for me is the shed on the rear of lot; does it really warrant negative five (-5) points? I still feel “no” is the answer. The code does not have a point spread right now; maybe down the road it will, but we can’t wait for that potential change. Prior to this we have been moving houses too; this is just a shed.

Point Three: Landscaping: We are on board with staff there; we will work with staff for positive two (+2) points. Would not want spruce in front yard; prefer cottonwoods in front yard. Happy to work with staff if the Commission does not want to get involved.

In summary: Have we met Policy 80A? If we have, is Policy 118 not a significant discussion? Do you support negative five (-5) points on moving the shed? Comment on tree if you like.

Thank you very much.

Commissioner Questions / Comments:

Mr. Pringle: Big question is on Policy 80A.

Ms. Christopher: Where it falls is definition of the word “lower”. Are you talking from a side view? Is that an elevation?

Mr. Pringle: Regarding Policy 80A, the policy works really well in some instances; in some it is really

difficult to make it work. This might be one of those cases. I thought connecting to a building there are other ways to do it; you can do it with breaks, changing materials, ways to define that break. We have hamstrung ourselves with recent precedent.

Ms. Dudney: Look at actual language; is staff interpreting that language correctly?

Mr. Pringle: We are talking about the principal mass being in front.

Ms. Christopher: Yes, definitely lower than the house in front even if looking in the back, my definition of “lower” applies.

Mr. Lamb: The link does meet “lower”.

Ms. Dudney: I agree.

Mr. Pringle: If you hit two bullet items and 50% of third, does that comply?

Mr. Lamb: The code starts with “in general”, so that makes it problematic right off the bat.

Ms. Dudney: We addressed 80A and we addressed the square footage issue earlier (should it be calculated at 1,549 versus 1,500).

Mr. Lamb: On the square footage, we are incurring negative points because we are so close. If we cut 16 feet off front module, you are 33 square feet over. (Ms. Sutterley: Yes, we are really close, but we needed to see where we were at tonight. We needed bigger answers tonight.) 33 feet is much closer than 49 feet.

Ms. Dudney: I have no issue between 33 versus 49 feet if the average is 1,500. It does not say, “can’t be bigger than 1,500”.

Ms. Christopher: Agreed.

(Regarding the shed)

Mr. Lamb: Negative five (-5) points for moving the shed.

Ms. Dudney: Question for the Applicant: if we were to allow this to be vague and subjective, no one would know where they stand. Do you agree? (Ms. Sutterley: I agree it needs to be case by case. There is a big difference moving primary vs. small structures. That should not be the same.)

Mr. Lamb: The Code is not written that way; small structure versus large. I hear what you are saying; but don’t see in the code where it says that. (Mr. Neubecker: We are recommending positive six (+6) for restoring the shed. If the shed is “just a shed”, is that correct? If it is “just a shed” for moving, then it should be “just a shed” for positive points for restoration as well, and thus fewer positive points. We believe sheds are very important to the heritage to the Town.) (Mr. Thompson: A lot of people refer to this as “shed alley”.)

Mr. Pringle: That is because we have done a good job preserving sheds. Look at the Doss property (Legacy Place). I don’t think we gave them negative points for moving sheds. (Mr. Neubecker: That is very possible, but we want to correct our mistakes. We got our hands slapped by the State for rotating a cabin in the same location. They are very important structures.) The Silverthorne House was changing the context of that historic structure. (Mr. Thompson: Code does not differentiate between primary and secondary structures.) (Ms. Sutterley: On the question of how would you feel; we are not given precedent for negative five (-5) points other than the Theobald project, which I meant to go over in my presentation. We have not set a precedent; none of the other sheds have been given negative five (-5) points. I feel like we are the first one. This is a completely different situation. We are setting precedent for moving just a shed and getting dinged.) I think the restoration is very important.

Ms. Christopher: Is this shed pointing towards the other sheds on Lot 2? (Ms. Sutterley: If we could, we would keep orientation as it is and move two feet to the south.) Did this shed used to belong to Lot 2 to the north? (Mr. Thompson: It was more likely related to Lot 1. The owner of Lot 1 owned Lots 1, 2 and 3.) I see about taking a hit, but I also see we are changing the street orientation of the shed from orientation to Lot 1. Now we are moving it to relate to Harris

Street, which changes the orientation. (Mr. Neubecker: The question for the Planning Commission is context. Talking about moving two feet to the south; what if it was three feet? What is too much?)

Ms. Dudney opened the hearing to public comment. There was no public comment and the hearing was closed.

Ms. Dudney inquired as to whether the Applicants had any further comments.

Mr. George Off: Our family came to Colorado in the 1870's. I have been skiing Breckenridge since the 1960's. We love Breckenridge, love the historic character, and want to support that, but negative points associated with the shed are hard. We prefer to keep the shed in the context it is in.

Ms. Tara Off: We can overcome negative three (-3) points for the setback, but not negative eight (-8) for the combination of the moving and the setback. It seems like a fairly large penalty to overcome. (Mr. Pringle: I agree with you.)

Commissioner Questions / Comments:

Mr. Pringle: I agree with the Applicants. I have been talking about this for the last several meetings. If they just pick up and move the shed two feet to the south, no one will ever know; it is so insignificant. Negative eight (-8) points is insurmountable.

Ms. Christopher: Moving two feet is different than rotating it and moving it a long way; there is no difference in the code. Moving is moving.

Ms. Dudney: If you were subjective about moving them, would you also be subjective about the restoration of "just a shed"?

Mr. Pringle: Not as weighty an issue as primary structure. Now if we do this we can't go back.

Mr. Lamb: If we don't agree with that, we should change the code.

Ms. Christopher: The code says moving structures. We can't change the code tonight.

Mr. Lamb: I agree, but the code says what it says.

Mr. Pringle: We used to say "no harm no foul". (Mr. Thompson: That is not what happened next door; they went through a variance.) (Ms. Off: May I ask a question? There were two sheds on the property to the north; one was off the property, one moved on with no negative points. The second was on property, was moved and then connected to first shed, but got no negative points? Why is that different?) (Mr. Thompson: We took a lot of heat from those sheds. That was a complete mistake; we should have awarded negative points.) (Mr. Neubecker: We have recent precedent that is more important. We had consensus on the Planning Commission that we don't want to move structures, and the way we discourage that is by awarding negative points.) (Ms. Off: But recent precedent you are quoting is not a shed, so there is not any recent precedent relating to a shed.)

Mr. Butler: Context argument is best argument for leniency. Context here is not like anything else. But I don't see any opportunity for wiggle room in the code. Negative five (-5) points.

Ms. Dudney: I agree, but would like to see a work session on this to discuss having separate discussion on sheds, not as many negative points, but not as many positive points either. Agree there is not opportunity but the code is clear. Negative five (-5) points.

Mr. Pringle: Policy 60A states if you do anything to a historic structure, it diminishes your ability to do anything. We have to be reasonable. We have allowed people to move structures to increase livability and vitality in the historic district. Staff seems to take hard line approach. There are years of precedent where we have allowed applicants to move structures, no harm no foul.

Ms. Christopher: I concur with Ms. Dudney that we go over precedence in a future work session.

- Mr. Lamb: This seems to be coming up a lot. On windows and landscaping, I am fine with the windows. Groupings of three windows are fine. On the landscaping, the Applicant and staff can work out with the Town. I would not want spruce either, but I see that as minor and staff can work it out.
- Mr. Butler: I am comfortable with windows and Applicant and staff working on landscape.
- Ms. Christopher: I would go with spruce or cottonwood for the landscaping. I prefer the narrower window as presented in the packet.
- Mr. Pringle: Agree with Ms. Christopher on the windows; narrower is more consistent. Three together is fine. Generally need to be more consistent.
- Ms. Christopher: What I meant was, on the new elevation, I didn't like seeing one wider window.
- Mr. Pringle: Windows 1 2 3 4 on the north side; need reason for them to be different sizes. Landscaping, "better landscaping is better landscaping", not more landscaping. It is required. Two trees leaning, agree they are hazard. Not sure what you do to make up negative points.
- Ms. Dudney: I am indifferent on windows and landscaping; leave up to staff and Applicants.

OTHER MATTERS:

- 1) Class C Subdivisions Approved 1/1/12 – 6/30/12 (Memo Only)

ADJOURNMENT:

The meeting was adjourned at 8:49 p.m.

Gretchen Dudney, Vice Chair

Memorandum

TO: Town Council
FROM: Tom Daugherty, Public Works Director
DATE: July 3, 2012
RE: PW Yard Lease

Attached is the lease for the Public Works Yard to the County. The revisions include language that commits the County to developing the CR 450 property as attainable housing as discussed previously with the Council.

Of note, is the language in section 1.8 "Term" where it obligates the Town to find a suitable replacement for the County if the Town wants to terminate this lease prior to the 99 year term. We discussed this briefly at a previous meeting and is now part of the lease language.

The other changes that have been made are to clarify the language and format changes.

Staff will be present to answer any questions.

1 ***FOR WORKSESSION/SECOND READING – JULY 10***

2
3 ***NO CHANGE TO ORDINANCE FROM FIRST READING***

4
5 COUNCIL BILL NO. 15

6
7 Series 2012

8
9 AN ORDINANCE APPROVING A LEASE WITH THE BOARD OF COUNTY
10 COMMISSIONERS OF SUMMIT COUNTY, COLORADO
11 (Part of Town’s Public Works Facility)

12
13 WHEREAS, the Town of Breckenridge owns the real property commonly known as “the
14 Town of Breckenridge Public Works Facility” located at 1095 Airport Road, Breckenridge,
15 Colorado (“**Public Works Facility**”); and

16
17 WHEREAS, a portion of the Public Works Facility is suitable for use by the Board of
18 County Commissioners of Summit County, Colorado (“**County**”) as the location of the County’s
19 Road & Bridge equipment and material storage facility; and

20
21 WHEREAS, the Town is willing to lease a portion of the Public Works Facility to the
22 County for use as the County’s Road & Bridge equipment and material storage facility; and

23
24 WHEREAS, a proposed Lease between the Town and the County has been prepared by
25 the Town Attorney and reviewed by the Town Council; and

26
27 WHEREAS, Section 15.4 of the Breckenridge Town Charter provides:

28
29 The council may lease, for such time as council shall determine, any real or
30 personal property to or from any person, firm, corporation, public and private,
31 governmental or otherwise.

32
33 and;

34
35 WHEREAS, the term of the proposed Lease with the County exceeds one year in length;
36 and

37
38 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate
39 lease entered into by the Town that exceeds one year in length must be approved by ordinance.

40
41 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
42 BRECKENRIDGE, COLORADO:

1 Section 1. The proposed Lease between the Town and the Board of County
2 Commissioners of Summit County, Colorado, a copy of which is marked **Exhibit "A"**, attached
3 hereto and incorporated herein by reference, is approved, and the Town Manager is authorized,
4 empowered, and directed to execute such Lease for and on behalf of the Town of Breckenridge.
5

6 Section 2. The Town Council finds, determines, and declares that it has the power to
7 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX
8 of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.
9

10 Section 3. This ordinance shall be published and become effective as provided by
11 Section 5.9 of the Breckenridge Town Charter.
12

13 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
14 PUBLISHED IN FULL this ____ day of _____, 2012. A Public Hearing shall be held at the
15 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
16 _____, 2012, at 7:30 P.M., or as soon thereafter as possible in the Municipal
17 Building of the Town.
18

19 TOWN OF BRECKENRIDGE, a Colorado
20 municipal corporation
21

22
23
24 By: _____
25 John G. Warner, Mayor
26

27 ATTEST:
28
29
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31

32 _____
33 Town Clerk
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1 ***DRAFT July 3, 2012 DRAFT***

2
3 **LEASE**

4
5 THIS LEASE (“**Lease**”) is dated _____, 2012 and is between the
6 TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Town**”) and the BOARD
7 OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO (“**County**”). The
8 Town and the County are sometimes referred to individually as a “**Party**”, and together as the
9 “**Parties.**”

10
11 **ARTICLE 1 - BASIC LEASE PROVISIONS**

12 1.1 **Intent and Purpose.** The purpose of this Lease is provide land for the relocation
13 of the County’s Road & Bridge equipment and material storage facility from its current location
14 at 143 County Road 450 in unincorporated Summit County, Colorado (“**County Road 450**
15 **Property**”) to the Leased Premises, and to partially implement the Parties’ Memorandum of
16 Understanding dated November 30, 2011 (“**MOU**”).

17 1.2 **Definition of “Public Works Facility.”** The “Public Works Facility” as
18 described in this Lease is located at 1095 Airport Road, Breckenridge, Colorado, and consists (or
19 will consist) of:

20 (a) the Town’s new Public Works Administration Building to be constructed
21 by the Town as provided in Section 1.3;

22 (b) the Town’s current Public Works Administration Building that will be
23 remodeled by Town for County’s use as the County’s new Public Works Building as provided in
24 Section 1.5, and constitutes the Leased Premises under this Lease; and

25 (c) the Common Area as described in Section 1.5.

26 1.3 **Town’s New Public Works Administration Building.** To replace its current
27 Public Works Administration Building the Town will plan, design, and construct a new Public
28 Works Administration Building at the Public Works Facility (“**Town’s New Public Works**
29 **Administration Building**”). The Town will determine the location, size, and design of Town’s
30 New Public Works Administration Building. The Town’s New Public Works Administration
31 Building will be completed in time for the County to take possession of the Leased Premises in
32 accordance with this Lease.

33 1.4 **Leased Premises.** In consideration of County’s payment of the sums due to Town
34 under this Lease, and the keeping of the other promises, covenants, and conditions required of
35 County by this Lease, Town leases to County, and County leases from Town, for the term and
36 upon the conditions of this Lease, the real property described and depicted on the attached
37 **Exhibit “A”** (“**Leased Premises**”). The Leased Premises will be used for the location of the

1 County's Public Works Building ("**County's Public Works Building**") and, if constructed by
2 the County as provided in Section 6.2, the Additional Building.

3 1.5 **Preparation of Leased Premises For Use By County.** In order to expedite and
4 reduce conflict on the site, the Town will, at its cost, remodel the Leased Premises for the
5 County's use as the County's Public Works Building so that it functions as an equipment storage
6 space similar to the other equipment storage buildings currently on the Public Works Facility.
7 This work will generally include demolishing the existing office finish, placing bay doors in each
8 bay, replacing the existing boiler with radiant heating, replacing a portion of the concrete floor
9 with a sloped floor and drains, and relocating the electric outlets to the outside walls. All
10 required work will be completed by the Town to the reasonable satisfaction of the County not
11 later than May 1, 2013.

12 1.6 **Common Area.** As part of this Lease County also has the right to use the
13 common area of the Public Works Facility ("**Common Area**"), subject to this Lease and the
14 Town's rules concerning the use of such area. County has no interest in, or right to use or
15 occupy, any portion of the Public Works Facility except for the Leased Premises and the
16 Common Area.

17 1.7 **Use of Leased Premises.** The Leased Premises will be used by County only for
18 the location and operation of the County's Road & Bridge equipment and material storage
19 facility, and for directly related public works uses. County will not use the Leased Premises for
20 any other purpose without Town's prior written consent.

21 1.8 **Term.**

22 (a) The term of this Lease ("**Term**") begins when the County takes possession
23 of the Leased Premises following the completion of the remodeling of the Leased Premises by
24 Town as described in Section 1.5 and ends, unless sooner terminated as hereafter provided, at
25 11:59 P.M., local time, on _____, 2111. The Parties may execute an amendment to this
26 Lease confirming the date of commencement of this Lease. Prior to the expiration of the Term,
27 the Town and County will negotiate in good faith to attempt to reach agreement on the possible
28 extension of the Term, or to enter into a new lease for the Leased Premises; provided, however,
29 that nothing in this Lease obligates either Party to agree to an extension of the Term, or to enter a
30 new lease for the Leased Premises.

31 (b) Notwithstanding the stated Term of this Lease, either the Town or the
32 County may terminate this Lease upon not less than one year's advance written notice to the
33 other Party. The County may unilaterally terminate this Lease without liability for breach. The
34 Town may terminate the Lease if it has made a suitable replacement facility available for County
35 equipment and materials storage pursuant to the terms of a replacement lease the terms of which
36 being the same as this Lease except that the Term shall only be the balance of the Term of this
37 Lease. The replacement facility provided by Town must be similarly situated, sized, constructed
38 and otherwise useable for the County's purposes contemplated hereunder. The Parties shall
39 conduct good faith negotiations prior to either providing the other with notice of termination,
40

1 and, to facilitate such negotiations, the effective date of the one year's advance written notice of
2 termination required hereunder shall commence thirty (30) days after such negotiations are
3 determined to be completed by either Party or as otherwise agreed by the Parties.
4

5 **1.9 Surrender of Leased Premises.**

6 (a) Upon the expiration or earlier termination of this Lease by the County,
7 County will surrender the Leased Premises to Town broom clean and in good condition, ordinary
8 wear and tear excepted. Not later than the last day of the Term, County will remove its personal
9 property and fixtures (including, but not limited to, trade fixtures) from the Leased Premises. The
10 cost of such removal will be borne by County, and County will repair all injury or damage done
11 to the Leased Premises in connection with the installation or removal of County's personal
12 property and trade fixtures. All of County's fixtures (including, but not limited to, trade fixtures)
13 that are so attached to the Leased Premises that they cannot be removed without material injury
14 to the Leased Premises will, at Town's option, become the property of Town upon installation
15 and remain with the Leased Premises upon surrender.

16 (b) Town may retain or dispose of any personal property, fixtures (including,
17 but not limited to, trade fixtures), alterations, or improvements left remaining by County at or
18 upon the Leased Premises following the expiration or earlier termination of this Lease by the
19 County, and Town is not accountable to County for any damages for the loss or destruction
20 thereof, or for any part of the proceeds of sale, if any, realized by Town. County waives all
21 claims against Town for any damages suffered by County resulting from Town's retention or
22 disposition of such personal property, fixtures (including, but not limited to, trade fixtures),
23 alterations or improvements. County is liable to Town for Town's costs for storing, removing
24 and disposing of any such personal property, fixtures (including trade fixtures), or alterations.

25 **ARTICLE 2 – RENT, SECURITY AND OTHER CONSIDERATION**

26 2.1 **Rent.** There is no periodic rent to be paid by the County for the lease of the
27 Leased Premises. However, County will pay to Town as and when due any amount required to
28 be paid by County under this Lease.

29 2.2 **Interest on Past Due Amounts.** County will pay interest to Town on any sum
30 due to Town under this Lease that is 30 days or more past due at the rate of 12% per annum from
31 the date due until the date such payment is fully paid.

32 **2.3 Due Date, Place and Manner of Payments.**

33 (a) All sums payable to Town under this Lease are due 30 days after County's
34 receipt of Town's properly documented invoice. County will notify Town of any objection
35 within 14 days of the invoice date, identifying the reasons for such objection in writing, and
36 timely paying that portion of the invoice not in dispute. Invoices will be considered acceptable to
37 County if no such objections are made. If objections to an invoice are made by the County, the
38 dispute will be resolved in accordance with Article 13.

1 (b) Sums due to the Town will be paid to:

2 Town of Breckenridge
3 Clerk & Finance Division
4 Attn: Accounts Receivable
5 P. O. Box 168
6 Breckenridge, CO 80424
7

8 or at such other place as the Town Manager of the Town of Breckenridge (“**Town Manager**”)
9 may hereafter designate by written notice provided to County in accordance with Section 16.1 of
10 this Lease.

11 2.4 **Additional Consideration To Be Received By Town.** As additional
12 consideration to be received by Town under this Lease County covenants and agrees with the
13 Town that once the County takes possession of the Leased Premises pursuant to this Lease the
14 County Road 450 Property will be jointly redeveloped with the Town as an attainable housing
15 site. The Parties agree to act expeditiously and in good faith to arrive at mutually agreeable
16 terms, conditions, and schedules for the redevelopment of the County Road 450 Property.

17 **ARTICLE 3 - TOWN’S DISCLAIMERS AND EXCULPATORY PROVISIONS**

18 3.1 **Delay In Delivery of Possession of Leased Premises.** Town is not liable to
19 County for any delay in delivery of possession of the Leased Premises to County.

20 3.2 **Town’s Non-liability.** As a material part of the consideration to be received by
21 Town under this Lease, County assumes all risk of damage to property or injury to persons in or
22 upon the Leased Premises from any cause other than Town’s gross negligence or intentional
23 wrongful act, and County waives all claims in respect thereof against Town.

24 3.3 **Limitation of Remedies.** Town is not liable for any indirect, special, or
25 consequential damages, including, but not limited to, loss of anticipated profits, revenue or
26 savings, business interruption, or any similar claim arising from the Town’s breach of this Lease,
27 even if Town has been advised of the possibility of such damages. This limitation applies
28 notwithstanding the failure of an essential purpose of any limited remedy.

29 **ARTICLE 4 - COUNTY’S AFFIRMATIVE OBLIGATIONS**

30 4.1 **Damages to Leased Premises and Public Works Facility.** County will pay for
31 any damage to the Leased Premises caused by County or resulting from County’s use of the
32 Leased Premises pursuant to this Lease. County will also pay for any damage to other portions of
33 the Public Works Facility caused by County’s negligence or intentional wrongful act. County
34 will pay for any such damage within 30 days of receipt of notice from the Town.

35 4.2 **Taxes.** Because both Town and Country are tax-exempt entities under Colorado
36 law, the parties anticipate that the Leased Premises will be tax-exempt throughout the Term.

1 However, if any taxes are lawfully assessed against the Leased Premises as a result of County's
2 use of the Leased Premises County will pay such taxes before they become delinquent.

3 4.3 **Signs.** County will not post, place, affix, erect, or display any sign within or
4 outside of the Leased Premises without Town's prior approval. In considering County's request
5 to place a sign within or outside of the Leased Premises, Town acts in its capacity as landlord of
6 the Leased Premises, and not in its governmental capacity. Town may remove any sign placed
7 within or outside of the Leased Premises in violation of the portions of this Section. County will
8 maintain all signs located within or outside of the Leased Premises in good, clean, and attractive
9 condition. County will remove all signs placed by it within or outside of the Leased Premises at
10 the expiration or earlier termination of this Lease, and repair any damage or injury caused
11 thereby. If not so removed by County, the Town may remove such sign(s) at County's expense.

12 4.4 **Inspection and Entry.** Town and Town's authorized representatives may enter
13 the Leased Premises at all times during reasonable hours to inspect the Leased Premises. County
14 further agrees that the Town may go upon the Leased Premises at all times and:

15 (a) perform any work therein that may be necessary to comply with any laws,
16 ordinances, rules or regulations of any public authority or that the Town may deem necessary to
17 prevent waste or deterioration of the Leased Premises;

18 (b) post any notice provided for by law; or

19 (c) otherwise protect any and all rights of Town,

20 all without any liability to County for damages.

21 Nothing in this Section implies or creates any duty on the part of the Town to do any
22 work that under any provision of this Lease the County may be required to do, nor will it
23 constitute a waiver of County's default in failing to do such work. No reasonable exercise by the
24 Town of any rights herein reserved will entitle the County to any damage or compensation of any
25 kind from Town for any injury, loss, damage, or inconvenience occasioned thereby, or to any
26 abatement of rent.

27 4.5 **Compliance With Laws.** County, at its sole cost and expense, will comply with
28 all laws, ordinances, orders, and regulations of all governmental authorities with respect to the
29 use of the Leased Premises. A judgment of any court or the admission of County in any action or
30 proceeding against County, whether Town is a party thereto or not, that County has violated any
31 law, ordinance, requirement or order in the use of the Leased Premises will be conclusive of the
32 fact as between Town and County.

33

1 **ARTICLE 5 - UTILITIES AND MAINTENANCE**

2 **5.1 Utilities.**

3 (a) Town will provide water, gas, and electricity for County’s use at the
4 Leased Premises if any of such utilities are not separately metered,

5 (b) For any utility service that is not separately metered the Parties will agree
6 on a formula whereby the County will pay its pro rata share of the cost of the unmetered utilities
7 used or consumed by it at the Leased Premises.

8 (c) County, at its cost, may elect to install meters for any utility service used
9 by it at the Leased Premises. County will contract (in its own name) and pay for any utilities
10 provided to the Leased Premises that are separately metered.

11 (d) County will contract (in its own name) and pay for any telephone, cable
12 television, and internet services used by County at the Leased Premises.

13 **5.2 Facility Maintenance Fee.** County will pay its pro rata share of the total cost of
14 maintenance, upkeep, repair, and replacement of the Common Area (exclusive of costs
15 attributable only to the Town’s new Public Works Administration Building and other facilities
16 used exclusively by the Town). County’s pro rata share will be based on the square footage of
17 the Leased Premises compared to the square footage of the Town’s New Public Works
18 Administration Building and any other facilities at the Public Works Facility used exclusively by
19 the Town. Town will bill County on a regular basis, monthly or quarterly, at its discretion.

20 **5.3 Maintenance and Snow Plowing.**

21 (a) **County’s Maintenance Duties.** County will provide, at its expense, all
22 required maintenance and upkeep of the Leased Premises.

23 (b) **Maintenance of the Common Area.** Town will provide, at its expense
24 all required cleaning and maintenance of the Common Area. Town will bill County, and County
25 will pay to Town, for County’s pro rata share on a regular basis. County’s pro rata share will be
26 determined in accordance with Section 5.2.

27 (c) **Snow Removal.** Town will provide all snow plowing, and snow and ice
28 removal for the Public Works Facility.

29 **5.4 Sand Piles.** The Parties will jointly share the use of the “sand pile” that is located
30 at the Public Works Facility. With respect to the sand piles, it is agreed that:

31 (a) each Party will purchase and pay for their own sand that will be stored in
32 the sand pile;

33 (b) the Parties will not share in the cost of purchasing sand; and

1 (c) the Parties will be responsible for accounting for their respective usage of
2 sand stored at the sand pile.

3 **ARTICLE 6 - COUNTY'S NEGATIVE OBLIGATIONS**

4 **6.1 Alterations and Improvements.**

5 (a) "Alteration" means:

6 (i) any further modification of or change to the County Public Works
7 Building after Town completes the initial remodeling of the County's Public Works
8 Building as described in Section 1.5;

9 (ii) the construction of the Additional Building as described in Section 6.2;
10 and

11 (iii) any other alteration, addition, substitution, installation, change, and
12 improvement to the Leased Premises.

13 (b) County is responsible for constructing and paying for all Alterations.

14 (c) County will not make any Alteration to the Leased Premises without the
15 prior written consent of Town, which consent may be granted, withheld, or conditionally
16 approved in Town's sole, absolute, and subjective discretion.

17 (d) The exterior of any Alteration must be architecturally compatible with the
18 New Town Public Works Administration Building, it being the Parties' intention that all of the
19 buildings located (and to be located) at the Public Works Facility during the Term will have the
20 same general appearance.

21 (e) County will provide Town with plans for the construction or installation of
22 any proposed Alteration at least 60 days prior to the planned commencement of construction.
23 County will also provide any supplemental information requested by Town. County will not
24 make any Alteration that has not been approved by Town.

25 (f) The following will be conditions of Town's consent to the construction of
26 any alteration to the Leased Premises by County:

27 (i) The work will be performed and completed:

28 (A) in accord with the submitted plans and specifications;

29 (B) in a workmanlike manner.

1 (C) in compliance with the Town’s building and technical codes, and
2 may be inspected by the Town’s Building Official to determine compliance with
3 the applicable codes.

4 (D) in compliance with all applicable laws, rules, regulations,
5 ordinances, and other requirements of governmental authorities.

6 (E) using new materials, unless otherwise agreed by Town; and

7 (F) with due diligence.

8 (ii) County will only use workers and contractors of whom Town approves.

9 (iii) County will modify plans and specifications because of reasonable
10 conditions set by Town after reviewing the plans and specifications.

11 (iv) County’s contractors will carry builders risk insurance in an amount then
12 customarily carried by prudent contractors, and workers’ compensation insurance for its
13 employees complying with applicable law.

14 (v) Upon request County will give Town evidence that it complied with any
15 condition set by Town.

16 (g) Any Alteration made by County to the Leased Premises will become the
17 property of the Town; will be considered as part of the Leased Premises; and will not be
18 removed from the Leased Premises by County upon the expiration or earlier termination of this
19 Lease unless removal is ordered by the Town.

20 (h) County will not make any Alteration without first having submitted the
21 proposed Alteration to the Town for review in accordance with the Town’s “Public Project”
22 process described in the Town’s Development Code.

23 6.2 **Additional Building.** In addition to the County Public Works Building, the
24 County may construct one additional building at the Leased Premises (“**Additional Building**”)
25 on a site of a maximum size of 50 feet deep by 60 feet wide. If the County desires to construct
26 the Additional Building, then:

27 (a) the site of the Additional Building must be acceptable to the Town
28 (currently expected to be adjacent to the County Public Works Building).

29 (b) the County will pay to plan, design, and construct the Additional Building.

30 (c) Section 6.1 will apply to the construction of the Additional Building.

1 (d) if the County constructs the Additional Building, all provisions of this
2 Lease (unless otherwise indicated) apply to both the Additional Building and the County Public
3 Works Building.

4 (e) in order to expedite and reduce conflict on the site, the Town will, upon
5 County's request and at no charge to the County, manage the project and construct the
6 Additional Building as part of its contract to build the New Town Public Works Administration
7 Building. If the County requests the Town to manage and construct the Additional Building, the
8 following provisions apply:

9 (i) the County and the Town will work together to negotiate a price that is
10 acceptable to the County with the Town's contractor; and

11 (ii) the Town will make payment to the contractor for the costs of the
12 Additional Building;

13 (iii) the County will reimburse the Town within 30 days for any costs paid to
14 the contractor for the Additional Building; and

15 (iv) The contractor will provide separate billing to the Town for the Additional
16 Building to account for the costs of the Additional Building.

17 (f) if the Additional Building is built, it will become the property of the
18 Town; will be considered as part of the Leased Premises; and will not be removed from the
19 Leased Premises by County upon the expiration or earlier termination of this Lease unless
20 removal is ordered by the Town.

21 6.3 Assignment and Subletting.

22 (a) County will not assign, sublet, license, pledge, encumber, or allow any
23 other person or entity to occupy or use any or all of the Leased Premises without first obtaining
24 Town's prior written consent. Any assignment, sublease, license, pledge, or encumbrance
25 without Town's prior written consent is voidable by Town and, at Town's election, will
26 constitute a default under this Lease. No consent by Town to any of the above acts will constitute
27 a further waiver of the provisions of this Section.

28 (b) If Town consents to an assignment, sublease, or license County may be
29 required, as a condition of granting consent, to pay Town's reasonable costs incurred in
30 considering the proposed assignment, sublease, or license including, but not limited to, legal fees
31 and credit checks.

32 6.4 **Waste or Nuisance.** County will not commit or permit to be committed any waste
33 upon the Leased Premises. County will not commit or permit to be committed upon the Leased
34 Premises any public or private nuisance, or any other act or thing prohibited by law.

35 **ARTICLE 7 - COUNTY'S PAYMENT TO TOWN IN LIEU OF RENT**

1 (b) provide that the insurance cannot be cancelled or materially changed in the
2 scope or amount of coverage unless 15 days' advance notice is given to the Town.

3 8.6 **Evidence of Insurance.** Prior to the commencement of this Lease, and on each
4 subsequent renewal or replacement of the required insurance policies during the Term, County
5 will give to Town a certificate of insurance evidencing compliance with the requirements of this
6 Section. All required insurance policies will be renewed or replaced and maintained by the
7 County throughout the Term to assure continuous coverage. If County fails to give the required
8 insurance certificate within 10 days after notice or demand for it, such action will constitute a
9 default under this Lease, and the Town may then proceed as provided in Article 12 of this Lease,
10 and/or Town may obtain and pay for that insurance and receive reimbursement from the County,
11 together with interest thereon at the rate of 12% per annum.

12 **ARTICLE 9 - INDEMNIFICATION**

13 9.1 **Indemnification by County.** To the extent permitted by law, and subject to any
14 applicable limits of the Act, County will indemnify and defend the Town, its officers, employees,
15 insurers, and self-insurance pool from all liability, claims, and demands, on account of injury,
16 loss, or damage, including, without limitation, claims arising from bodily injury, personal injury,
17 sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever,
18 arising out of or in any manner connected with this Lease or County's use or possession of the
19 Leased Premises pursuant to this Lease, except to the extent that such liability, claim, or demand
20 arises through the gross negligence or intentional wrongful act of the Town, its officers,
21 employees, or agents, or Town's breach of this Lease. If indemnification is required under this
22 Section, County will investigate, handle, respond to, and to provide defense for and defend
23 against, any such liability, claims, or demands at its expense, and bear all other costs and
24 expenses related thereto, including court costs and attorney fees.

25 9.2 **Survival.** The obligations of this Article 9 will survive the expiration or earlier
26 termination of this Lease.

27 **ARTICLE 10 - EMINENT DOMAIN**

28 10.1 **Eminent Domain.**

29 (a) **Definitions.** The terms "**eminent domain**," "**condemnation**," and
30 "**taken**" and related terms as used in this Section include any taking for public or quasi-public
31 use and private purchases in place of condemnation by any authority authorized by applicable
32 law to exercise the power of eminent domain.

33 (b) **Entire Taking.** If the entire Leased Premises are taken by eminent
34 domain, this Lease will automatically end on the earlier of:

35 (i) the date title vests; or

1 (ii) the date County is dispossessed by the condemning authority.

2 (c) **Partial Taking.** If the taking of a part of the Leased Premises materially
3 interferes with County’s ability to continue its business operations in substantially the same
4 manner then County may terminate this Lease on the earlier of:

5 (i) the date when title vests;

6 (ii) the date County is dispossessed by the condemning authority; or

7 (iii) 60 days following notice to County of the date when vesting or
8 dispossession is to occur.

9 If the taking of a part of the Leased Premises does not materially interfere with County’s ability
10 to continue its business operations in substantially the same manner, then this Lease will
11 terminate only as to part of the Leased Premises taken.

12
13 (d) **Awards and Damages.** Any compensation or damages paid by a
14 condemning authority will be divided between the Town and County as follows:

15 (i) County is entitled to that portion of the compensation or damages that
16 represents the amount of County’s moving expenses, business dislocation damages,
17 County’s personal property and fixtures, and the unamortized costs of leasehold
18 improvements paid for by County; and

19 (ii) the balance of such compensation or damages belongs to the Town.

20 **ARTICLE 11 - HAZARDOUS MATERIALS**

21 11.1 **Hazardous Materials - Defined.** As used in this Section, the term “**Hazardous**
22 **Materials**” means any chemical, material, substance or waste:

23 (a) exposure to which is prohibited, limited, or regulated by any federal, state,
24 county, regional or local authority, or other governmental authority of any nature; or

25 (b) that, even if not so regulated, may or could pose a hazard to the health or
26 safety of the occupants of the Public Works Facility, including, without limitation, any
27 petroleum, crude oil (any fraction thereof), natural gas, natural gas liquids, and those substances
28 defined as “hazardous substances”, “hazardous materials”, “hazardous wastes” or other similar
29 designations in the Comprehensive Environmental Response, Compensation and Liability Act of
30 1980, as amended, 42 U.S.C. Section 6901 et seq., the Hazardous Materials Transportation Act,
31 49 U.S.C. Section 1801 et seq., and any other governmental statutes, laws, ordinances, rules,
32 regulations, and precautions.

33 11.2 **Hazardous Materials - Prohibited.** County will fully comply with all statutes,
34 laws, ordinances, rules, regulations, and precautions now or hereafter mandated or advised by

1 any federal, state, local, or other governmental agency with respect to the use, generation,
2 storage, or disposal of Hazardous Materials. County will not cause, or allow anyone else to
3 cause, any Hazardous Materials to be used, generated, stored, or disposed of on or about the
4 Leased Premises without the prior written consent of Town, which consent may be revoked at
5 any time. County's indemnification of Town pursuant to this Lease extends to all liability,
6 including all foreseeable and unforeseeable consequential damages, directly or indirectly arising
7 out of the use, generation, storage, or disposal of Hazardous Materials at the Leased Premises by
8 County, or any person claiming under County, including, without limitation, the cost of any
9 required or necessary repair, cleanup, or detoxification and the preparation of any closure or
10 other required plans, whether such action is required or necessary prior to or following the
11 termination of this Lease, to the full extent that such action is attributable, directly or indirectly,
12 to the use, generation, storage, or disposal of Hazardous Materials by County or any person
13 claiming under County; provided, however, the written consent by Town to the use, generation,
14 storage, or disposal of Hazardous Materials will excuse County from County's obligation of
15 indemnification. In the event County is in breach of the covenants herein, after notice to County
16 and the expiration of the earlier of:

17 (a) the cure period provided in Section 12.1(c); or

18 (b) the cure period permitted under applicable law, regulation, or order,

19 then Town may, in its sole discretion, declare a default under this Lease and/or cause the Leased
20 Premises to be freed from the Hazardous Material and the cost thereof will be deemed additional
21 rent hereunder and will immediately be due and payable from County. The obligations of County
22 under this Section will survive the expiration or earlier termination of this Lease.

23 **ARTICLE 12 - DEFAULT**

24 12.1 **Default by County.** The occurrence of any one or more of the following events
25 will constitute a default and breach of the Lease by County:

26 (a) The vacating or abandonment of the Leased Premises by County;

27 (b) The failure by County to make any payment due from County hereunder
28 as and when due, if such failure continues for a period of 10 days after service of written notice
29 thereof by Town to County;

30 (c) The failure by County to observe or perform any of the other covenants,
31 conditions, or provisions of this Lease to be observed or performed by the County, or to obey
32 rules promulgated by Town, within 10 days after service of written notice thereof by the Town to
33 the County. In the event of a non-monetary default that is not capable of being corrected within
34 10 days, County will not be default if it commences correcting the default within 10 days of
35 service of a demand for compliance notice and thereafter corrects the default with due diligence;
36 or

1 (d) The filing by or against County of a petition to have County adjudged
2 bankrupt.

3 12.2 **Exceptions to Cure Periods.** The cure period provided in Section 12.1(c) does
4 not apply to:

5 (a) Emergencies; or

6 (b) County's failure to maintain the insurance required by Article 8.

7 12.3 **Town's Remedies Upon Default.** If the County is in default under this Lease,
8 Town has all of the remedies provided for in such circumstances by Colorado law; provided,
9 however, the Town will comply with dispute resolution provisions of Article 13. Town's
10 exercise of any of its remedies or its receipt of County's keys will be not an acceptance of
11 County's surrender of the Leased Premises. A surrender must be agreed to in writing and signed
12 by both parties.

13 12.4 **Default by Town.** Town will be in default under this Lease if Town fails to
14 comply with any of the terms, provisions, or covenants of this Lease within 10 days following
15 service of written notice thereof by County. In the event of a non-monetary default that is not
16 capable of being corrected within 10 days, Town will not be default if Town commences
17 correcting the default within 10 days of receipt of notification thereof and thereafter corrects the
18 default with due diligence.

19 12.5 **County's Remedies Upon Default.** If the Town is in default under this Lease,
20 County has all of the remedies provided for in such circumstances by Colorado law; provided,
21 however, the County will comply with dispute resolution provisions of Article 13.

22 **ARTICLE 13 - DISPUTE RESOLUTION**

23 13.1 **Negotiation.** The Parties will attempt in good faith to resolve any dispute arising
24 out of or relating to this Lease not resolved promptly by negotiations between persons who have
25 authority to settle the controversy ("**Executives**"). Any Party may give the other Party written
26 notice of any dispute not resolved in the normal course of business. Within five days after receipt
27 of said notice Executives of the Parties to the dispute will meet at a mutually acceptable time and
28 place, and thereafter as often as they reasonably deem necessary, to exchange relevant
29 information and to attempt to resolve the dispute. If the matter has not been resolved within ten
30 days of the notice of dispute, or if the Parties fail to meet within five days, any Party to the
31 dispute may initiate mediation of the controversy as provided in Section 13.2.

32 13.2 **Mediation.** If the dispute has not been resolved by negotiation as provided above,
33 the Parties will endeavor to settle the dispute by mediation with a neutral third Party. If the
34 Parties encounter difficulty in agreeing on a neutral third Party, they may each appoint a neutral
35 third Party, such third Parties to appoint a neutral third Party to mediate. Each Party will pay
36 their own attorneys' fees incurred in connection with mediation.

1 13.3 **Judicial Action.** Any dispute arising out of or relating to this Lease or the breach,
2 termination or validity hereof, which has not been resolved by the methods set forth above within
3 30 days of the initiation of mediation, may be finally resolved by appropriate judicial action
4 commenced in a court of competent jurisdiction. The Parties agree to exclusive venue in the
5 courts of Summit County, Colorado with respect to any dispute arising out of or relating to this
6 Agreement. **BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ACTION TO**
7 **ENFORCE, INTERPRET, OR CONSTRUE THIS LEASE.**

8 13.4 **Attorneys' Fees** If any action is brought in a court of law by either Party to this
9 Agreement concerning the enforcement, interpretation or construction of this Agreement, the
10 prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorneys' fees, as
11 well as costs, including expert witness' fees, incurred in the prosecution or defense of such
12 action.

13 13.5 **Equitable Relief.** Nothing in this Article prevents a Party from seeking to obtain
14 from a court of competent jurisdiction a temporary restraining order, preliminary injunction,
15 permanent injunction, or other appropriate form of equitable relief, to enforce the provisions of
16 this Lease if such action is authorized by applicable law.

17 **ARTICLE 14 - NO DISTURBANCE**

18 14.1 **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Town
19 covenants that so long as the amounts due to Town under this Lease are paid as and when due,
20 and there is no default in any of the other covenants, conditions, or provisions of this Lease to be
21 performed, observed or kept by County, the County will peaceably and quietly hold and enjoy
22 the Leased Premises for the entire Term.

23 **ARTICLE 15 - TOWN'S RULES**

24 15.1 **Rules.** County will faithfully observe and comply with any rules and regulations
25 promulgated by Town with respect to the Leased Premises. The Town's rules and regulations
26 must be reasonable, and may not unilaterally change or significantly alter the material terms and
27 conditions of this Lease. The rules and regulations, and any amendments thereto, will be binding
28 upon the County upon delivery to County.

29 **ARTICLE 16 - MISCELLANEOUS**

30 16.1 **Notices.** All notices required or permitted under this Lease must be given by
31 registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial
32 carrier delivery, or by telecopies, directed as follows:

33 If intended for Town to:

34
35 Town of Breckenridge
36 P.O. Box 168

PUBLIC WORKS FACILITY LEASE

1 150 Ski Hill Road
2 Breckenridge, Colorado 80424
3 Attn: Town Manager
4 Telecopier number: (970)547-3104
5 Telephone number: (970)453-2251
6

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

8
9 Timothy H. Berry, Esq.
10 Timothy H. Berry, P.C.
11 131 West 5th Street
12 P. O. Box 2
13 Leadville, Colorado 80461
14 Telecopier number: (719)486-3039
15 Telephone number: (719)486-1889
16

17 If intended for County to:

18
19 Board of County Commissioners
20 P.O. Box 68
21 Breckenridge, Colorado 80424
22 Attn: Gary Martinez, County Manager
23 Telephone number: (970)453-3401
24 Telecopier number: (970)453-3535
25

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

27
28 Jeff Huntley, Esq.
29 Summit County Attorney
30 P.O. Box 68
31 Breckenridge, Colorado 80424
32 Telephone number: (970)453-3407
33 Telecopier number: (970)454-3535
34

35 Any notice delivered by mail in accordance with this Section will be effective on the
36 third business day after the same is deposited in any post office or postal box regularly
37 maintained by the United States postal service. Any notice delivered by telecopier in accordance
38 with this Section will be effective upon receipt if concurrently with sending by telecopier receipt
39 is confirmed orally by telephone and a copy of said notice is sent by certified mail, return receipt
40 requested, on the same day to the intended recipient. Any notice delivered by hand or
41 commercial carrier will be effective upon actual receipt. Either Party, by notice given as
42 provided above, may change the address to which future notices may be sent. The provisions of
43 this Section do not apply to any notice or demand that is required to be served in a particular
44 manner by applicable law; and any such notice or demand must be served as required by law

1 notwithstanding the provisions of this Section. E-mail is not a valid way to give notice under this
2 Lease.

3
4 16.2 **“Day” Defined.** Unless otherwise indicated, the term “day” means a calendar
5 (and not a business) day.

6
7 16.3 **“Will” or “Will Not” Defined.** “Will” or “will not” indicates a mandatory
8 obligation to act or to refrain from acting as specifically indicated in the context of the sentence
9 in which such word is used.

10 16.4 **Complete Agreement.** It is understood and agreed that this Lease contains the
11 complete and final expression of the agreement between the Parties, and there are no promises,
12 representations, or inducements except as are herein provided. All negotiations, considerations,
13 representations, and understandings between the Parties related to this Lease are contained
14 herein.

15 16.5 **Amendment.** This Lease may not be modified except by a written amendment
16 signed by both the Town and County. Oral modifications of this Lease are not permitted.

17 16.6 **Captions.** The headings of the sections and subsection contained in this Lease are
18 for convenience only and do not define, limit, or construe the contents of the articles, sections
19 and paragraphs.

20 16.7 **Waiver.** The failure of either Party to exercise any of such Party’s rights under
21 this Lease is not a waiver of those rights. A Party waives only those rights specified in writing
22 and signed by the Party waiving such rights.

23 16.8 **Severability.** If any provision of this Lease is held to be invalid, illegal, or
24 unenforceable in any respect, the validity, legality and enforceability of the remaining provisions
25 contained in this Lease and the application hereof will not in any way be affected or impaired
26 thereby.

27 16.9 **Force Majeure.** Neither Party will be liable to the other for any failure, delay, or
28 interruption in the performance of any of the terms, covenants, or conditions of this Lease due to
29 causes beyond the control of that Party including, without limitation, strikes, boycotts, labor
30 dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of
31 superior governmental authority, weather conditions, floods, riots, rebellion, terrorism, sabotage
32 or any other circumstance for which such Party is not responsible or that is not in its power to
33 control.

34 16.10 **Advances by Town For County.** If County fails to do anything required to be
35 done by it under the terms of this Lease (other than a failure to make the payments to Town
36 herein required) the Town may, at its sole option, but without any obligation to do so, do or
37 perform such act or thing on behalf of County, and in doing so the Town will not be deemed to
38 be a volunteer; provided, however, that before exercising its rights under this Section Town must

1 give notice to County as provided in Section 16.1, and afford the County not less than five days
2 from the giving of such notice within which to do or perform the act required by County. Upon
3 notification to County of the costs incurred by the Town County will promptly pay to Town the
4 full amount of costs and/or expenses incurred by Town pursuant to this Section, together with
5 interest thereon at the rate of 12% per annum.

6 16.11 **Governmental Immunity.** Both the Town and the County are relying on, and do
7 not waive or intend to waive by any provision of this Lease, the monetary limitations (presently
8 \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and
9 protections provided by the Act, as from time to time amended, or any other limitation, right,
10 immunity or protection otherwise available to Town or the County, or their respective elected
11 officials, officers, or employees.

12 16.12 **No Adverse Construction Based On Authorship.** Each Party had the
13 opportunity to participate in the drafting of this Lease. This Lease is not to be construed against
14 either Party by virtue of such Party having drafted this Lease.

15 16.13 **Town's Consent.** Except as otherwise expressly provided to the contrary in this
16 Lease, wherever in this Lease it is provided that some act requires the Town's prior consent, such
17 consent will not be unreasonably withheld by Town.

18 16.14 **Third Parties.** There are no third Party beneficiaries of this Lease.

19 16.15 **Lease Not To Be Recorded.** This Lease **MAY NOT BE RECORDED** with the
20 Clerk and Recorder of Summit County, Colorado.

21 16.16 **Time of Essence.** Time is of the essence of this Lease.

22 16.17 **Governing Laws.** The laws of the State of Colorado will govern the
23 interpretation, validity, performance, and enforcement of this Lease.

24 16.18 **Non-Discrimination; Compliance with Applicable Laws.** County:

25 (a) will not discriminate against any employee or applicant for employment to
26 work at the Leased Premises because of race, color, creed, sex, sexual orientation, religion,
27 national origin, or disability;

28 (b) will insure that applicants who are to work at the Leased Premises are
29 employed and that employees are treated during employment without regard to their race, color,
30 creed, sex, sexual orientation, religion, national origin, or disability;

31 (c) will in all solicitations or advertisements for employees to be engaged in
32 the performance of work at the Leased Premises state that all qualified applicants will receive
33 consideration for employment without regard to race, color, creed, sex, sexual orientation,
34 religion, national original or disability; and

1 (d) will comply with all applicable federal, state, and local laws, rules and
2 regulations. Without limiting the generality of the foregoing, County will comply with the
3 applicable provisions of the Americans With Disabilities Act, 42 U.S.C. §12101, et seq. (Public
4 Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory
5 agency. The indemnification and termination provisions of this Lease apply to County's failure
6 to comply with all applicable laws or regulations.

7 16.19 **No Partnership.** The Town is not a partner, associate, or joint venturer of the
8 County in the conduct of County's business at the Leased Premises. County is an independent
9 contractor without the right or authority to impose tort or contractual liability upon the Town.

10 16.20 **Binding Effect.** The covenants, conditions, and obligations herein contained
11 extend to, bind, and inure to the benefit of, not only the Parties hereto, but their respective
12 successors and permitted assigns.

13 16.21 **Annual Appropriation.**

14 (a) Town's financial obligations under this Lease are subject to an annual
15 appropriation being made by the Town Council of the Town of Breckenridge, Colorado in an
16 amount sufficient to allow Town to perform its obligations under this Lease. If sufficient funds
17 are not appropriated for such purpose, this Lease may be terminated by either Party without
18 penalty; provided, however, all sums due to the County under this Lease up to date of
19 termination will be budgeted, appropriated, and paid by Town. Town's financial obligations
20 under this Lease do not constitute a general obligation indebtedness or multiple year direct or
21 indirect debt or other financial obligation whatsoever within the meaning of the Constitution or
22 laws of the State of Colorado.

23 (b) County's financial obligations under this Lease are subject to an annual
24 appropriation being made by the Board of County Commissioners of Summit County, Colorado
25 in an amount sufficient to allow County to perform its obligations under this Lease. If sufficient
26 funds are not appropriated for such purpose, this Lease may be terminated by either Party
27 without penalty; provided, however, all sums due to the Town under this Lease up to date of
28 termination will be budgeted, appropriated, and paid by County. County's financial obligations
29 hereunder do not constitute a general obligation indebtedness or multiple year direct or indirect
30 debt or other financial obligation whatsoever within the meaning of the Constitution or laws of
31 the State of Colorado.

32 16.22 **Conflict With MOU.** If there is any conflict between the terms and provisions of
33 this Lease and the MOU, the terms and provisions of this Lease will control.

34 16.23 **Incorporation of Exhibit.** The attached **Exhibit "A"** is incorporated herein by
35 reference.

36
37 TOWN OF BRECKENRIDGE, a Colorado

PUBLIC WORKS FACILITY LEASE

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municipal corporation

By _____
Timothy J. Gagen, Town Manager

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ATTEST:

Town Clerk

BOARD OF COUNTY COMMISSIONERS OF
SUMMIT COUNTY, COLORADO

By: _____
Chair

ATTEST:

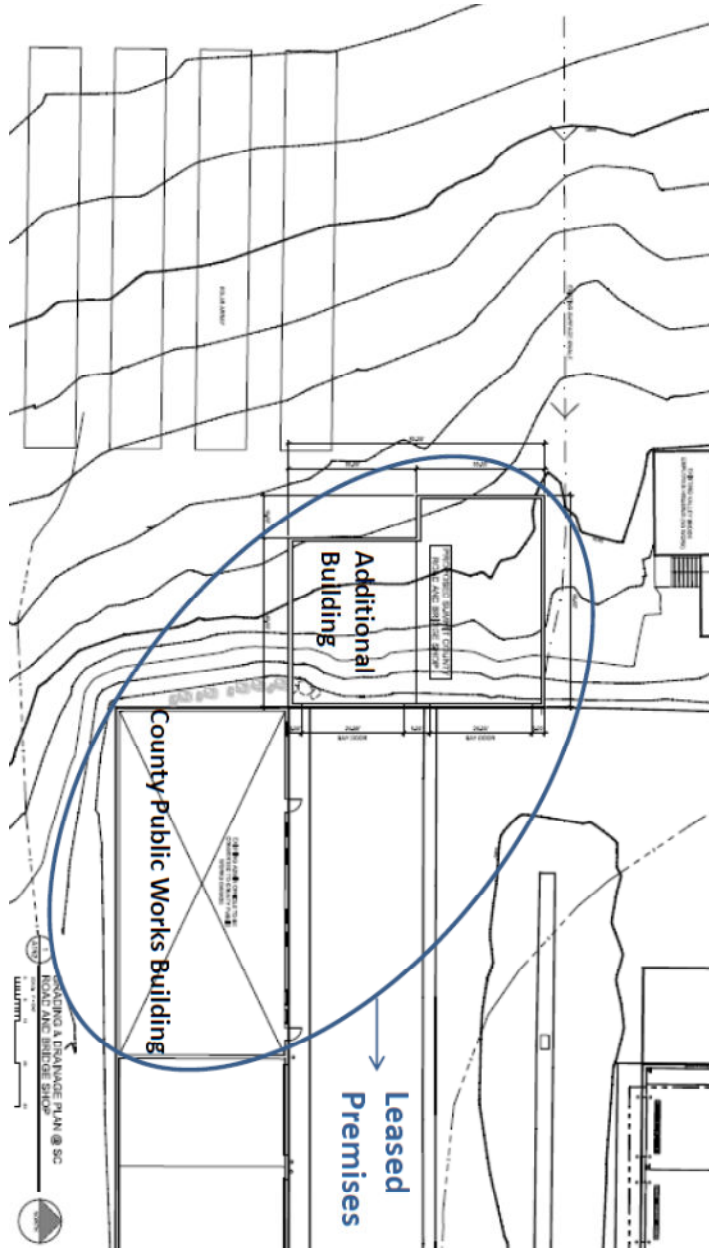
Kathleen Neel, Clerk and Recorder, and ex-officio
clerk to the Board of County Commissioners

1500-69 Lease (06-15-12)(Blacklined)

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Exhibit "A"

DESCRIPTION AND DEPICTION OF LEASED PREMISES



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MEMO

TO: Town Council
FROM: Town Attorney
RE: Council Bill No. 18 (Air Quality Ordinance)
DATE: July 3, 2012 (for July 10th meeting)

The second reading of the ordinance amending Absolute Policy 30 of the Development Code concerning air quality is scheduled for your meeting on July 10th. There are no changes proposed to ordinance from first reading.

1 ***FOR WORKSESSION/SECOND READING – JULY 10***

2
3 ***NO CHANGE FROM FIRST READING***

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

7
8 COUNCIL BILL NO. 18

9
10 Series 2012

11
12 AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE
13 TOWN CODE, KNOWN AS THE “BRECKENRIDGE DEVELOPMENT CODE”,
14 CONCERNING AIR QUALITY

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

18
19 Section 1. The definition of “Wood burning Cooking Appliance” in Section 9-1-5 of the
20 Breckenridge Town Code is amended to read in its entirety as follows:

21
WOOD BURNING COOKING
APPLIANCE:

Any cooking appliance that utilizes the burning
of wood for fuel, **including, but not limited
to, a wood smoker. A wood-fired oven is not
classified as a wood burning cooking
appliance.**

22
23 Section 2. Section 9-1-5 of the Breckenridge Town Code is amended by the addition of
24 the following definitions:

25
WOOD SMOKER:

**Any cooking appliance that utilizes the
burning of wood with the intent of
producing smoke and relatively low cooking
temperatures (usually below 400 degrees
Fahrenheit) in order to cook and infuse
flavor into foods (usually meats and other
types of barbeque) at relatively low
temperatures.**

WOOD-FIRED OVEN:

**A cooking appliance that utilizes the
burning of hardwoods and/or fruitwoods
with the intent of cooking pizzas and other
foods quickly and at very high temperatures
(usually above 500 degrees Fahrenheit).**

1
2 Section 3. Section 9-1-19-30A (ABSOLUTE) AIR QUALITY of the Breckenridge
3 Town Code is amended to read in its entirety as follows:
4

5 **30. (ABSOLUTE) AIR QUALITY (30/A):** Due to the effects of unregulated wood
6 burning appliances on the air quality of Breckenridge as the Town continues to
7 grow, it is necessary to place limitations on the number of new wood burning
8 appliances in order to protect the quality of our air. In order to retain the quality of
9 air present in Breckenridge the following Policy shall apply. Those projects that
10 wish to provide additional fireplaces or stoves over and above those allowed here
11 shall do so through the use of gas, electricity, or similar means.
12

13 A. The number of wood burning appliances that may be installed in any
14 project constructed or remodeled within the Town is hereby limited to
15 the following:
16

17 (1) Single-Family Residential: One wood burning appliance per dwelling unit. No
18 wood burning appliances shall be allowed in any accessory apartments.
19

20 (2) Duplex And Townhouse Residential: One wood burning appliance per
21 dwelling unit; provided, that each unit has one thousand five hundred (1,500)
22 square feet or more of internal heated floor area. No wood burning appliances
23 shall be allowed in units with less than one thousand five hundred (1,500)
24 square feet of internal heated floor area.
25

26 (3) Multi-Unit Residential: One wood burning appliance per floor located in a
27 lobby or common area containing greater than one thousand (1,000) square
28 feet, with a maximum of two (2) per individual building. No such wood
29 burning appliances shall be allowed in dwelling units.
30

31 (4) Restaurant Or Bar: One wood burning appliance per restaurant or bar, or
32 restaurant/bar combined.
33

34 B. The installation of coal-burning appliances is prohibited.
35

36 C. The installation of a wood burning appliance which does not meet or
37 exceed any applicable emission standards promulgated by the United
38 States Environmental Protection Agency is prohibited.
39

40 D. The installation of a wood burning cooking appliance, **wood smoker,**
41 **or wood-fired oven** is prohibited except in a restaurant or
42 restaurant/bar combined; and not more than: **(i) one wood burning**
43 **cooking appliance, (ii) one wood smoker, and (iii) one wood-fired**
44 **oven** **is are** permitted per restaurant or restaurant/bar combined.
45

1 E. No development shall cause directly or indirectly, either by itself or
2 incrementally, a violation of the ambient air quality standards for the
3 region as established from time to time by the Colorado Department of
4 Health.

5
6 **F. Exceptions: Notwithstanding subsection A of this policy, if an**
7 **existing wood burning appliance is proposed to be replaced with a**
8 **new wood burning appliance that meets or exceeds the**
9 **Environmental Protection Agency phase II emissions standards,**
10 **the replacement wood burning appliance may be allowed even**
11 **though wood burning appliances would not otherwise be allowed**
12 **for new construction at the property, and even though the**
13 **property would contain more wood burning appliances than**
14 **allowed by subsection A of this policy.**
15

16 Section 4. Section 9-1-19-30R (RELATIVE) AIR QUALITY of the Breckenridge Town
17 Code is amended to read in its entirety as follows:

18
19 **30. (RELATIVE) AIR QUALITY (30/R):**
20

21 A. Where wood burning appliances are permitted:

22
23 It is encouraged that all developments install alternative methods of
24 heating, rather than wood burning appliances. To encourage the use of
25 alternative methods of heating, the following point analysis shall be
26 utilized to evaluate how well a proposal meets this Policy:

27
28 0 The installation of a wood burning appliance; or gas
29 fireplace.

30
31 -2 The installation of a wood burning cooking appliance **or**
32 **wood smoker** in a restaurant or restaurant/bar combined.

33
34 **0 The installation of a wood-fired oven in a restaurant or**
35 **restaurant/bar combined.**
36

37 2 x (0/+2)

38 B. Beyond the provisions of Policy 30 (Absolute) of this
39 Section, other measures which are likely to reserve or enhance the
40 quality of the air are encouraged. Measures which are effective
41 over the long-term are preferred.

42 Section 5. Except as specifically amended hereby, the Breckenridge Town Code, and the
43 various secondary codes adopted by reference therein, shall continue in full force and effect.
44

45 Section 6. The Town Council hereby finds, determines and declares that it has the power
46 to adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act,

1 Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal
2 zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)
3 Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to
4 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers
5 contained in the Breckenridge Town Charter.
6

7 Section 7. The Town Council hereby finds, determines and declares that it has the power
8 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
9 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.
10

11 Section 8. This ordinance shall be published and become effective as provided by
12 Section 5.9 of the Breckenridge Town Charter.
13

14 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
15 PUBLISHED IN FULL this ____ day of _____, 2012. A Public Hearing shall be held at the
16 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
17 _____, 2012, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
18 Town.
19

20 TOWN OF BRECKENRIDGE, a Colorado
21 municipal corporation
22

23
24
25 By _____
26 John G. Warner, Mayor
27

28 ATTEST:
29
30
31

32 _____
33 Town Clerk
34
35
36



MEMORANDUM

To: Mayor & Town Council
From: Tim Gagen, Town Manager
Date: April 17, 2012
Subject: *4th Amendment to Lease Agreement - Pinewood*

In 1995, the Town entered into a land lease agreement with Breckenridge Village Apartments, LLC (Corum) to provide land for the development of the Pinewood Village affordable rental project. This lease agreement provided the framework for the financing arrangements for Pinewood, including the land lease payments back to the Town for the use of the land. Recently, Corum has seen the opportunity to refinance their existing debt on the project with HUD and greatly accelerate the timing of when the Town's lease payments will begin.

The Town has expressed an interest in participating in the refinancing to enhance the approval of the larger refinancing through HUD. The proposed role for the Town would be to provide \$600,000 toward the refinancing with an interest rate of 3.70% and a term of 35 years which mirrors the proposed HUD refinancing terms. This refinancing will allow the financial pro forma of the project to begin paying the Town its land lease in 2012 instead of the original pro forma at 2024. The refinancing pro forma also shows that debt service for our loan beginning in 2012. In addition to accelerating the land lease payments, the Town will be earning 3.7% on our money loaned which is significantly greater than our current investment interest. Attached are the pro formas without refinancing and with refinancing, which show the change in land lease timing.

In reviewing how to best document the loan by the Town, it was decided to use the existing lease agreement template and amend it to reflect the loan as opposed to creating a new separate agreement. To be consistent with the lease, the loan repayment is referred to as "annual minimum rent" in the amendment. The Town Attorney and Staff have worked with Corum to develop the amendment to the lease and are comfortable with the proposed amendment. If Council is also comfortable with the proposed amendment, we recommend consideration under the first reading at the regular meeting as this change needs to be done by ordinance.

1 ***FOR WORKSESSION/SECOND READING – JULY 10***

2
3 ***NO CHANGE FROM FIRST READING***

4
5 COUNCIL BILL NO. 20

6
7 Series 2012

8
9 AN ORDINANCE AUTHORIZING THE EXECUTION OF A FOURTH AMENDMENT TO
10 LEASE WITH BRECKENRIDGE VILLAGE APARTMENTS, LLC, A COLORADO
11 LIMITED LIABILITY COMPANY
12

13 WHEREAS, the Town and Breckenridge Village Apartments, LLC, a Colorado limited
14 liability company (“**BVA**”), entered into that certain Lease dated June 14, 1995 (“**Original**
15 **Lease**”), whereby the Town leased to BVA, and BVA leased from the Town, that certain real
16 property known as Lot 5, Block 1, Parkway Center Subdivision, Town of Breckenridge, County of
17 Summit and State of Colorado, for the construction and operation by BVA of an affordable housing
18 project known as “Pinewood Village”; and
19

20 WHEREAS, Section 20.9 of the Lease provides that the Lease may be amended by written
21 agreement executed by the parties; and
22

23 WHEREAS, the Original Lease has been amended by that certain Amendment to Lease
24 dated November 20, 1995, (the “**First Amendment**”), that certain Second Amendment to Lease
25 dated February 28, 1996, (the “**Second Amendment**”), and that certain Third Amendment to
26 Lease dated June 3, 1996, (the “**Third Amendment**”), and

27 WHEREAS, the Town and BVA desire to further amend the Lease as set forth in the
28 proposed “Fourth Amendment To Lease”, a copy of which is marked **Exhibit “A”**, attached hereto
29 and incorporated herein by reference; and
30

31 WHEREAS, the Town Council has reviewed the proposed Fourth Amendment to Lease,
32 and finds and determines that its approval would be in the best interest of the Town and its citizens.
33

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

37 Section 1. The Fourth Amendment to Lease between the Town and Breckenridge Village
38 Apartments, LLC, a Colorado limited liability company (**Exhibit “A”** hereto) is approved, and the
39 Town Manager is authorized, empowered, and directed to execute such document for and on behalf
40 of the Town of Breckenridge.
41

42 Section 2. The Town Council hereby finds, determines, and declares that it has the power
43 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
44 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

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Section 3. This ordinance shall be published and become effective as provided by Section 5.9 of the Breckenridge Town Charter.

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

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By _____
John G. Warner, Mayor

ATTEST:

Town Clerk

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (the "Fourth Amendment") is made and entered into to be effective the 30th day of June, 2012, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation, ("Landlord") and BRECKENRIDGE VILLAGE APARTMENTS, LLC, a Colorado limited liability company, ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease dated June 14, 1995, (the "Original Lease") pursuant to which Landlord leased to Tenant, subject to the terms, conditions and restrictions provided in the Original Lease, the Property as more particularly described therein, and

WHEREAS, the Original Lease has been amended by that certain Amendment to Lease dated November 20, 1995, (the "First Amendment"), that certain Second Amendment to Lease dated February 28, 1996, (the "Second Amendment"), and that certain Third Amendment to Lease dated June 3, 1996, (the "Third Amendment"), and

WHEREAS, the Original Lease, as amended by the First Amendment, Second Amendment and Third Amendment is herein collectively referred to as the "Lease", and

WHEREAS, Tenant is entitled to a Preferred Return on Tenant's Invested Equity, which has an accrued and unpaid balance ("Tenants Accrued Return"), as of the date of this Fourth Amendment, of One Million Four Hundred Eighty-Seven Thousand One Hundred Six and 00/100th Dollars, (\$1,487,106.00), and

WHEREAS, Landlord desires to prepay to Tenant a portion of the future Preferred Return on Tenant's Invested Equity, in advance of its payment from Operation Proceeds or Disposition Proceed from the Property, and

WHEREAS, Landlord and Tenant desire to provide for the payment of a minimum rent to Landlord, and

WHEREAS, Tenant has the present intent to refinance the existing financing on the Property and is pursuing such refinancing in good faith in a commercially reasonable manner, and

WHEREAS, it is¹ the expectation of both Landlord and Tenant that any refinancing on the Property will be sufficient to pay in full ~~the balance of the future Preferred Return on Tenant's Invested Equity~~² **Tenants Accrued Return, and**³

WHEREAS, if any refinancing is insufficient to pay Tenants Accrued Return in full, such balance, shall be subordinate in priority to the payment to Landlord of the minimum annual rent, set forth herein⁴, and

WHEREAS, Landlord and Tenant desire to amend the Lease pursuant to this Fourth Amendment to reflect such agreements.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the undersigned hereby amend the Lease and otherwise provide as follows:

1. Landlord Advance to Tenant. Contemporaneously with the execution of this Fourth Amendment, Landlord shall pay to Tenant the sum of Six Hundred Thousand and 00/100th Dollars (\$600,000.00), as an advance against the future Preferred Return on Tenant's Invested Equity.

2. Operation Proceeds. The definition of Operation Proceeds set forth as Section 1.30 is deleted and the following is substituted in lieu thereof:

"1.30 "Operation Proceeds" shall mean all proceeds received from the operation of the Project less (i) the Annual Minimum Rent, (ii) the Preferred Return, and (iii) all costs and expenses of the Project, including without limitation, debt service, taxes, insurance, management fees and all other operational and maintenance expenses."

3. Rent Payable to Landlord. The first sentence of Section 6.1 of the Original Lease is hereby deleted and the following is substituted in lieu thereof:

"6.1 Rent. During the Term, Tenant shall pay to Landlord the Annual Minimum Rent. In addition, to the extent Operation Proceeds are available, Tenant shall pay to Landlord an amount equal to the Operation Proceeds, multiplied by the Landlord's Interest. The "Annual Minimum Rent" shall mean and refer to an annual amount of Thirty Thousand Five Hundred Ninety-Seven and 24/100th Dollars (\$30,597.24)¹, payable solely from "Surplus Cash" as defined in and set forth in financing currently encumbering the Property or any Refinancing. To the extent Surplus Cash is not available, no Annual Minimum Rent shall be payable and all such deferred amounts of Annual Minimum Rent shall be payable out of future Surplus Cash next available. The Annual Minimum Rent shall terminate Thirty-Five (35) years after the date hereof."

4. Payment of Tenant's Accrued Return. Landlord and Tenant agree that, subject to the payment of the Annual Minimum Rent, the Tenant's Accrued Return shall be payable from Operation Proceeds and Disposition Proceeds.

5. No Further Amendments. Except as amended above, the remaining terms, conditions and restrictions of the Lease shall remain unmodified and in full force and effect. No

¹ The Annual Minimum Rental is calculated as follows: \$600,000 [Landlord's prepayment of a portion of the future Preferred Return on Tenant's Invested Equity] fully amortized at an interest rate of 3.7% [agreed interest on prepayment] for a period of 35 years [term of repayment] = \$30,597.24 (rounded). The entire unpaid balance of the Annual Minimum Rental (both principal and interest) may be paid to Landlord by Tenant at anytime without penalty.

further amendment, alteration or modification of the Lease shall be valid unless made in writing and executed by Landlord and Tenant.

6. Conflicts. If any provision of this Fourth Amendment is in conflict with the provisions of the Lease, then the terms and conditions of this Fourth Amendment shall control.

7. Counterparts. This Fourth Amendment or other agreements between the parties may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, or in electronic format via email as a “.pdf” file, and said facsimile and/or electronically transmitted signature shall be deemed to have the same force and effect as an original signature counterpart. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

8. Defined Terms. The terms in this Fourth Amendment which are capitalized but not defined in this Fourth Amendment shall have the same meanings which are given to such terms in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the date first set forth above.

Tenant:

BRECKENRIDGE VILLAGE APARTMENTS,
LLC, a Colorado limited liability company

By: CORUM BRECKENRIDGE EQUITIES,
LLC, a Colorado limited liability company,
Manager

By: _____

Name: _____

Title: _____

Attest:

Landlord:

TOWN OF BRECKENRIDGE

By: _____

Name: _____

By: _____

Name: _____

Title: _____

Title: _____

Document comparison by Workshare Professional on Friday, June 22, 2012 1:10:04 PM

Input:	
Document 1 ID	PowerDocs://DOCS/3131907/8
Description	DOCS-#3131907-v8-Corum_- _Pinewood_Village_Fourth_Amendment_to_Lease
Document 2 ID	PowerDocs://DOCS/3131907/9
Description	DOCS-#3131907-v9-Corum_- _Pinewood_Village_Fourth_Amendment_to_Lease
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Legend:	
<u>Insertion</u>	
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Style change	
Format change	
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Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	3
Deletions	1
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	4

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 21 (BOEC Development Agreement)

DATE: July 3, 2012 (for July 10th meeting)

The second reading of the ordinance approving the proposed Development Agreement with the Breckenridge Outdoor Education Center for the lower level of The Maggie Building is scheduled for your meeting on July 10th. There are no changes proposed to ordinance from first reading.

However, there are several proposed amendments to the Development Agreement itself. The changes are marked on the copy of the Development Agreement that is enclosed with this memo.

The important changes to the Development Agreement are as follows:

1. A waiver of the application fee for the Development Agreement itself, as well as a wavier of the application fee for the development permit that will be required of the BOEC in order to actually construct the improvements that are described in the Development Agreement. (see Recital E(ii) and §4)

2. A wavier of the requirement that the BOEC provide additional off-street parking as would normally be required under the Town's Off-Street Parking Regulations. The special findings required to support such a waiver have been included in the ordinance. (see Recital E(iii) and §5).

3. Authorization for the Town to go into the leased property and remove the BOEC's improvements when the Lease ends if, for any reason, the BOEC fails or refuses to do this. Please note that the Town does not have to take this action, but I felt that the Town should have this "self help" remedy available to it in order to make sure that the Town's temporarily transferred density is no longer used once the BOEC lease ceases to exist. (see §2(e))

4. A commitment by the Town to provide density for the BOEC's improvements described in the agreement. The density will be handled by a temporary transfer of density from Town-owned property to the lower level of the Maggie Building. The density will revert to the Town when the BOEC's Lease for the property expires or is sooner terminated. (see §3).

Staff has inquired whether the Town Council also intends to waive the Summit County Housing Authority impact fee for the BOEC project. The Town's administrative regulations concerning the Housing Authority fee list several specific types of developments that the Town

has determined should not be required to pay the impact fee. None of the specifically enumerated exemptions would apply to the BOEC project. However, Section 12(E) of the Town's regulations contains the following additional exemption authorization:

E. Other Exemptions. The Town Council may grant additional exemptions and waivers of the Impact Fee when deemed to be in the public interest due to special circumstances or unique situations, including, but not limited to, when a proposed development provides alternative employee housing mitigation not otherwise addressed by these policies.

If the Town Council determines that it wants to waive the Housing Authority Impact Fee for the BOEC project pursuant to Section 12(E), the Development Agreement will need to be amended. To waive the impact fee, Section 4 of the Development Agreement needs to be amended by the addition of the following sentence at the end of the section:

Further, the Town finds and determines that the waiver of the Summit County Housing Authority impact fee for the Improvements would be in the public interest due to the special or unique circumstances described in Recital E of this Agreement, and on such basis the Town waives the Summit County Housing Authority impact fee for the Improvements.

I will not be at the meeting on Tuesday, but I'm sure that the staff or the BOEC's attorney can adequately address any issues with the Development Agreement that may come up.

1 ***FOR WORKSESSION/SECOND READING – JULY 10***

2
3 ***NO CHANGE TO ORDINANCE FROM FIRST READING***

4
5 COUNCIL BILL NO. 21

6
7 Series 2012

8
9 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH
10 THE BRECKENRIDGE OUTDOOR EDUCATION CENTER, a Colorado nonprofit
11 corporation
12 (Lower Level – The Maggie Building)

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

16
17 Section 1. Findings. The Town Council of the Town of Breckenridge finds and
18 determines as follows:

19
20 A. The Breckenridge Outdoor Education Center, a Colorado nonprofit corporation
21 (“**BOEC**”), is the tenant of a portion of Lot 1, The Village at Breckenridge Subdivision, Town of
22 Breckenridge, Summit County, Colorado (“**Premises**”) pursuant to a Lease Agreement
23 (“**Lease**”) with The Village at Breckenridge Acquisition Corp. (“**Owner**”), the owner of such
24 property. The Lease provides for a term of up to 25 years for no rent.

25
26 B. Under the Lease, BOEC has the right to request the temporary allocation of density to
27 the Property, and to enter into a development agreement with the Town providing for such
28 density allocation to allow for the expansion of the Premises.

29
30 C. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has
31 the authority to enter into a development agreement.

32
33 D. Because the Town’s Development Code (Chapter 1 of Title 9 the Breckenridge
34 Town Code) does not provide a means for approval by the Town’s Planning Commission of the
35 addition of density to the Property to accommodate the expansion of the Premises proposed by
36 the BOEC, a development agreement provides the only means available for such an approval.

37
38 E. Because the BOEC is a non-profit provider of services to disabled individuals with a
39 significant relationship with the Town, and because the Owner provides the Premises to BOEC
40 for no rent, the Town is willing to waive the commitments encouraged be made in connection
41 with an application for a development agreement in accordance with Section 9-9-4 of the
42 Breckenridge Town Code.

43
44 F. Under the Lease BOEC has the obligation to remove the improvements constituting
the expansion of the Premises (“**Improvements**”) at the end of the term of the Lease, provided

1 that BOEC is not required to remove Improvements if the Lease is terminated by Owner without
2 cause during the first 5 years of the term.

3
4 G. The BOEC has submitted to the Town a completed application for a development
5 agreement.

6
7 H. The BOEC has requested that the Town waive the normal application fee for the
8 proposed development agreement. The Town Council finds and determines that Section 9-10-7
9 of the Breckenridge Town Code can properly be applied to the BOEC's application for a
10 development agreement, and that the waiver of the application fee for the proposed development
11 agreement is justified and is consistent with the intent of Chapter 10 of Title 9 of the
12 Breckenridge Town Code.

13
14 I. A proposed development agreement between the Town and BOEC has been prepared,
15 a copy of which is marked **Exhibit "A"**, attached hereto and incorporated herein by reference
16 ("**Development Agreement**").

17
18 J. The Town Council had a preliminary discussion of the BOEC's application and the
19 proposed Development Agreement as required by Section 9-9-10(A) of the Breckenridge Town
20 Code.

21
22 K. The Town Council determined that BOEC's request for a development agreement
23 need not be referred to the Breckenridge Planning Commission for its review and
24 recommendation.

25
26 L. The Town Council has reviewed the Development Agreement.

27
28 M. The approval of the Development Agreement is warranted in light of all relevant
29 circumstances.

30
31 N. The procedures to be used to review and approve a development agreement are
32 provided in Chapter 9 of Title 9 of the Breckenridge Town Code. The requirements of such
33 Chapter have substantially been met or waived in connection with the approval of the
34 Development Agreement and the adoption of this ordinance.

35
36 Section 2. Approval of Development Agreement. The Development Agreement between
37 the Town and the Breckenridge Outdoor Education Center, a Colorado nonprofit corporation
38 (**Exhibit "A"** hereto) is approved, and the Town Manager is authorized, empowered, and
39 directed to execute such agreement for and on behalf of the Town of Breckenridge.

40
41 Section 3. Notice of Approval. The Development Agreement must contain a notice in the
42 form provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in
43 compliance with the requirements of Section 9-9-13 of the Breckenridge Town Code must be
44 published by the Town Clerk one time in a newspaper of general circulation in the Town within
45 fourteen days after the adoption of this ordinance. Such notice shall satisfy the requirement of
46 Section 24-68-103, C.R.S.

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Section 4. Police Power Finding. The Town Council finds, determines, and declares that this ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants thereof.

Section 5. Authority. The Town Council finds, determines, and declares that it has the power to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

Section 6. Effective Date. This ordinance shall be published and become effective as provided by Section 5.9 of the Breckenridge Town Charter.

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

TOWN OF BRECKENRIDGE

By _____
John G. Warner, Mayor

ATTEST:

Town Clerk

APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED
PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED
STATUTES, AS AMENDED

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made as of the ____ day of _____, 2012 between the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado (the “Town”) and BRECKENRIDGE OUTDOOR EDUCATION CENTER, a Colorado nonprofit corporation (the “BOEC”).

Recitals

A. BOEC is the tenant of that portion of Lot 1, The Village at Breckenridge Subdivision, Town of Breckenridge, Summit County, Colorado (“Property”) depicted on Exhibit A attached hereto (“Premises”) pursuant to a Lease Agreement dated _____, 2012 (“Lease”) with The Village at Breckenridge Acquisition Corp., the owner of the Property (“Owner”), which Lease provides for a term of up to 25 years for no rent.

B. Under the Lease, BOEC has the right to request the temporary allocation of density to the Property and to enter into this Agreement with the Town providing for such density allocation to allow for the expansion of the Premises.

C. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has the authority to enter into a development agreement.

D. Because the Town’s Development Code does not provide a means for approval by the Town’s Planning Commission of the addition of density to the Property to accommodate the expansion of the Premises proposed by the BOEC, a development agreement provides the only means available for such an approval.

E. Because the BOEC is a non-profit provider of services to disabled individuals with a significant relationship with the Town and because the Owner provides the Premises to BOEC for no rent, the Town is willing to waive: (i) the commitments encouraged be made in connection with an application for a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code; (ii) any fees that would be required in connection with either the application for this Agreement or such application as may be required under the Development Code for approval of the Improvements described below; and (iii) any requirement for additional parking as provided for in the Town’s Off-Street Parking Regulations.

F. Under the Lease BOEC has the obligation to remove the improvements constituting the expansion of the Premises (“Improvements”) at the end of the term of the Lease, provided that BOEC is not required to remove Improvements if the Lease is terminated by Owner without cause during the first 5 years of the term.

G. The Town Council has received a completed application and all required submittals for a development agreement, had a preliminary discussion of the application and this Agreement, determined that it should commence proceedings for the approval of this Agreement and, in accordance with the procedures set forth in Subsection 9-9-10:C of the Breckenridge Town Code, has approved this Agreement by non-emergency ordinance.

Agreement

1. The Town's Planning Commission is hereby authorized to review and approve, subject to compliance with all other applicable development policies of the Town, an application for expansion of the Premises providing for up to an additional 1,000 square feet of density with no negative points to be assigned for the addition of such density to the Property.

2. a. The additional density may only be added to the Premises and used by the BOEC, provided, however, that, if BOEC fails to remove the Improvements upon termination or expiration of the term of the Lease, other than upon termination by Owner without cause during the first 5 years of the term of the Lease, the Owner will not be required to remove the Improvements and may use the area added to the Premises by BOEC.

b. BOEC agrees that it is obligated to remove the Improvements upon termination or expiration of the term of the Lease, other than upon termination by Owner without cause during the first 5 years of the term of the Lease, and further agrees that its failure to remove the Improvements will constitute a breach of the terms of this Agreement.

c. If the Lease is terminated by Owner without cause during the first 5 years of the term of the Lease, the area added to the Premises by BOEC's construction of the Improvements may not be used for any purpose without the prior written consent of Town, which may be withheld, granted or granted with conditions by the Town in its sole discretion. If no other use is permitted by the Town for the space added to the Premises by BOEC's construction of the Improvements, then Owner will be required to isolate the space and keep it vacant.

d. Under no circumstances may the additional density be added to the allowable density of the Property or used by the Owner in connection with any future development or redevelopment of the Property.

e. If the Lease is terminated and the Improvements are not removed by BOEC within sixty (60) days of written notice from the Town that the Improvements must be removed, then the Town may: (i) enter upon the Property to carry out the removal of the Improvements and the return of the Premises to the condition they were in prior to the installation of the Improvements, as BOEC is required to do under the Lease; (ii) seek specific performance against the BOEC to cause it to remove the Improvements pursuant to the terms of the Lease; or (iii) seek damages against BOEC arising out of its failure to remove the Improvements.

3. To the extent that the Town determines that it is necessary to make a temporary transfer of density to add additional density to the Property in such amount as the Improvements

Deleted: entitling the Town to the remedies of specific performance and damages against BOEC.

cause the Property to be over the currently allowable density, the Town will make a temporary transfer of such density from other property owned by it to the Property.

4. The Town hereby waives any and all fees that are required in connection with the application for this Agreement under Section 9-9-4 of the Breckenridge Town Code and in connection with such development and building permit applications as may be required under the Development Code or Town Code for the Improvements to be constructed.

5. The BOEC has requested the Town to waive the requirement that it provide additional off-street parking for the Improvements as would normally be required by the Town's "Off Street Parking Ordinance", Chapter 3 of Title 9 of the Breckenridge Town Code. Pursuant to Section 9-3-16 of the Off Street Parking Ordinance, the Town Council finds and determines as follows:

A. Waving the off-street parking requirement for the Improvements will not be detrimental to the public health, safety, or welfare or injurious to other property;

B. The conditions upon which the waiver request is based are unique to the property for which the relief is sought and are not applicable generally to other property;

C. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, distinguished from a mere inconvenience, if the strict letter of these regulations is carried out; and

D. The relief sought will not in any manner vary the provisions of the Development Code, Town Master Plan or other Town law, except that those documents may be amended in the manner prescribed by law.

Based upon such findings, the Town waives any requirement for any additional parking that might otherwise have been required for the Improvements under the Town's Off-Street Parking Ordinance.

6. Except as provided in Section 24-68-105, C.R.S. and except as specifically provided for herein, the execution of this Agreement shall not preclude the current or future application of municipal, state or federal ordinances, laws, rules or regulations to the Property (collectively, "laws"), including, but not limited to, building, fire, plumbing, engineering, electrical and mechanical codes, and the Town's Development Code, Subdivision Standards and other land use laws, as the same may be in effect from time to time throughout the term of this Agreement. Except to the extent the Town otherwise specifically agrees, any development of the Property which is the subject of this Agreement and the master plan shall be done in compliance with the then-current laws of the Town.

7. Nothing in this Agreement shall preclude or otherwise limit the lawful authority of the Town to adopt or amend any Town law, including, but not limited to the Town's: (i) Development Code, (ii) Master Plan, (iii) Land Use Guidelines and (iv) Subdivision Standards.

8. This Agreement shall run with title to the land and be binding upon and inure to the benefit of BOEC, its successors and assigns.

9. Prior to any action against the Town for breach of this Agreement, BOEC shall give the Town a sixty (60) day written notice of any claim by the BOEC of a breach or default by the Town, and the Town shall have the opportunity to cure such alleged default within such time period.

10. The Town shall not be responsible for and the BOEC shall have no remedy against the Town if expansion of the Premises is prevented or delayed for reasons beyond the control of the Town.

11. Actual expansion of the Premises shall require the issuance of such other and further permits and approvals by the Town as may be required from time to time by applicable Town ordinances.

12. No official or employee of the Town shall be personally responsible for any actual or alleged breach of this Agreement by the Town.

13. The BOEC agrees to indemnify and hold the Town, its officers, employees, insurers, and self-insurance pool, harmless from and 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, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence or intentional act or omission of BOEC; any subcontractor of BOEC, or any officer, employee, representative, or agent of BOEC or of any subcontractor of BOEC, or which arise out of any worker's compensation claim of any employee of BOEC, or of any employee of any subcontractor of BOEC; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of Town, its officers, employees, or agents. BOEC agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the BOEC. BOEC also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

14. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of the remaining provisions of the Agreement.

15. This Agreement constitutes a vested property right pursuant to Article 68 of Title 24, Colorado Revised Statutes, as amended.

16. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both Town and BOEC; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under

this Agreement shall not constitute the approval of any wrongful act by the BOEC or the acceptance of any improvements.

17. This Agreement shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado.

18. Nothing contained in this Agreement shall constitute a waiver of the Town's sovereign immunity under any applicable state or federal law.

19. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement shall be deemed to be proper only if such action is commenced in District Court of Summit County, Colorado. The BOEC expressly waives its right to bring such action in or to remove such action to any other court, whether state or federal.

20. Any notice required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

If To The Town: Timothy J. Gagen, Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, CO 80424

With A Copy (which shall not constitute notice to the Town) to: Timothy H. Berry, Esq.
Town Attorney
P.O. Box 2
Leadville, CO 80461

If To The BOEC: Director
Breckenridge Outdoor Education Center
P.O. Box 697
Breckenridge, CO 80424

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given upon delivery. Notices personally delivered shall be deemed to have been given upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process.

Deleted: ¶

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

22. This Agreement shall be interpreted in accordance with the laws of the State of Colorado.

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[SEPARATE SIGNATURE PAGES TO FOLLOW]

TOWN OF BRECKENRIDGE

Attest:

Town Clerk

By: _____
Timothy J. Gagen, Town Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this ____ day of _____, 2012 by Timothy J. Gagen as Town Manager and _____ as Town Clerk of the Town of Breckenridge, a Colorado municipal corporation.

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

Notary Public

BRECKENRIDGE OUTDOOR
EDUCATION CENTER
a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this ____ day of _____,
2012 by _____, as _____ of the
Breckenridge Outdoor Education Center, a Colorado nonprofit corporation.

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

Notary Public

| 7153.01 ~~development agmt 06-27-12~~

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MEMORANDUM

To: Mayor and Town Council
From: Shannon Haynes, Chief of Police
Date: July 3, 2012
Subject: Authority of Mayor/Town Manager in the event of an Emergency

Tim Berry has prepared a draft ordinance for first reading that defines the specific authority of the Mayor/Town Manager in the event of a civil emergency, emergency or local disaster. I believe the ordinance presented will clarify the general powers afforded to the Mayor/Town Manager, by Charter, in the event of an emergency. The ordinance also provides a frame work for operations that will substantially reduce the risk of delays in effectively responding to an emergency event in Breckenridge. The highlights of the attached new ordinance are:

- Provides direction for the implementation of an emergency declaration, including filing requirements and the allowable term of the declaration.
- Defines the Succession of Authority.
- Enumerates the powers of the Mayor/Town Manager during a declared emergency to ensure the necessary protections of life and property.
- Identifies the enforcement ability of the Police Department and the jurisdiction of the Municipal Court.
- Allows for an alternate Town Council meeting location in the event Town Hall Council Chambers are not available.
- Reiterates the ability of the Mayor/Town Manager to enter into Mutual Aid Agreements.
- Clarifies the Town's ability to access Tabor funds during the time of an emergency.

It is my belief this proposed ordinance will provide defined authority in keeping with the broad powers granted to the Mayor/Town Manager by Town Charter. This ordinance will allow for the timely and effective use of resources in the protection of life and property.

1 **FOR WORKSESSION/FIRST READING – JULY 10**

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 ADOPTING CHAPTER 23 OF TITLE 1 OF THE BRECKENRIDGE
11 TOWN CODE CONCERNING CIVIL EMERGENCIES, EMERGENCIES, AND LOCAL
12 DISASTERS

13
14 WHEREAS, Section 15.7 of the Breckenridge Town Charter empowers the Mayor, or in
15 his absence, the Town Manager to take certain acts in the event of a riot, insurrection, or
16 extraordinary emergency; and

17
18 WHEREAS, Section 15.8 of the Breckenridge Town Charter, entitled “Continuity of
19 Government”, mandates that the Town Council shall have the power to provide for continuity of
20 the government of the Town of Breckenridge in the event of a natural or enemy caused disaster;
21 and

22
23 WHEREAS, the Town Council wishes to enact legislation to fully implement these
24 Charter provisions.

25
26 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
27 BRECKENRIDGE, COLORADO:

28
29 Section 1. Title 1 of the Breckenridge Town Code is amended by the addition of a new
30 Chapter 23, entitled “Civil Emergencies, Emergencies, or Local Disasters”, which shall read in
31 its entirety as follows:

32
33 **CHAPTER 23**

34
35 **CIVIL EMERGENCIES, EMERGENCIES, OR LOCAL DISASTERS**

36
37 **SECTION:**

38
39 **1-23-1: Title**

40 **1-23-2: Legislative Declaration**

41 **1-23-3: Definitions**

EMERGENCY POWERS AND PROCEDURES ORDINANCE

1 1-23-4: Authorization to Issue Declaration of Civil Emergency, Emergency, or Local
2 Disaster

3 1-23-5: Filing of Declaration

4 1-23-6 Term of Declaration

5 1-23-7: Succession of Authority

6 1-23-8: Powers

7 1-23-9: Enforcement of Orders

8 1-23-10: Authority to Enter Property

9 1-23-11: Location of Town Council Meetings and Departments

10 1-23-12: Mutual Aid Agreements

11 1-23-13: Access to TABOR Funds

12 1-23-14: Report By Town Manager/Discretionary Ratification By Town Council

13 1-23-15 Conflict With Other Laws

14
15 1-23-1: TITLE: This Chapter shall be known and may be cited as the “Town of
16 Breckenridge Civil Emergency, Emergency, and Local Disaster Ordinance.”

17
18 1-23-2. LEGISLATIVE DECLARATION: It is the intent of this Chapter to provide for
19 Continuity of Government (Sec. 15.8, Town Charter) and for the necessary organization,
20 powers, and authority to enable the timely and effective use of all available Town resources
21 to prepare for, respond to and recover from civil emergencies, emergencies, or local
22 disasters, whether natural or man-made, that are likely to affect the health, security, safety,
23 or property of the inhabitants of the Town. It is intended to grant as broad a power as is
24 permitted within the letter and spirit of the Town Charter and the Council-Manager form
25 of government. The Town Council retains the power to direct the Town Manager during
26 the pendency of a declaration.

27
28 1-23-3: DEFINITIONS:

29
30 A. As used in this Chapter, the following words have the following meanings,
31 unless the context otherwise requires:

32 CIVIL EMERGENCY:

A condition of unrest including, but not
limited to riot, civil disturbance, unlawful
assembly, hostile military or paramilitary
action, war, terrorism, or sabotage.

DECLARATION:

The written document executed by the
Mayor or Town Manager declaring a
disaster, emergency, or civil emergency.

EMERGENCY:

Any occurrence or threat of natural or
man-made disaster of a major proportion

EMERGENCY POWERS AND PROCEDURES ORDINANCE

in which the safety and welfare of the inhabitants of the Town or their property are jeopardized or placed at extreme peril that timely action may avert or minimize.

LOCAL DISASTER:

The occurrence of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause including but not limited to flood, fire, cyclone, tornado, earthquake, severe high or low temperatures, blizzard, landslide, mudslide, hurricane, building or structural collapse, high water table, water pollution, air pollution, epidemic, riot, drought, utility emergency, sudden and severe energy shortages, volcano, snow, ice, windstorm, waves, hazardous substance spills, chemical or petroleum spills, biological material release or spill, radiological release or spill, structural failure, public health emergency or accidents.

1
2 B. Terms not defined in this Chapter are to be given their common meaning.
3

4 **1-23-4: AUTHORIZATION TO ISSUE DECLARATION OF CIVIL EMERGENCY,**
5 **EMERGENCY, OR LOCAL DISASTER: The Mayor, or in his absence the Town**
6 **Manager, is authorized to declare a civil emergency, emergency, or local disaster if such**
7 **person finds that the Town, or any part of the Town, is suffering from or is in imminent**
8 **danger of suffering a natural or man-made civil emergency, emergency, or local disaster. If**
9 **the Mayor issues the declaration, the Town Manager is authorized and directed to**
10 **implement the declaration in accordance with this Chapter.**
11

12 **1-23-5: FILING OF DECLARATION: The person issuing the declaration pursuant to**
13 **Section 1-23-4 shall promptly notify the Town Council. In addition, such person shall**
14 **promptly file a copy of the declaration with the Town Clerk and the Board of County**
15 **Commissioners of Summit County. The public shall be notified of such a declaration**
16 **through general dissemination to the news media, posting on the Town website, or other**
17 **means of publicity intended to advise the general public.**
18

19 **1-23-6: TERM OF DECLARATION: The declaration of a civil emergency, emergency, or**
20 **local disaster shall be in effect as determined by the person issuing the declaration for a**

EMERGENCY POWERS AND PROCEDURES ORDINANCE

1 period of up to seven (7) days. This period may be extended upon submission of a request
2 by the person issuing the declaration and the approval of the Town Council. In the event a
3 quorum of the Town Council cannot be assembled to approve a continuance of the
4 declaration, such declaration shall remain in effect until such time as a quorum can be
5 assembled. In the event a quorum of the Town Council can meet to provide the Town
6 Manager with advice and consultation during the pendency of a declaration, such meeting
7 shall be held in compliance with the Colorado Open Meetings Law and Town Council
8 Rules and Procedures as soon as possible, but in no event later than seven (7) days
9 following the initial declaration.

10
11 1-23-7: SUCCESSION OF AUTHORITY: In the event of a civil emergency, emergency,
12 or local disaster the succession of authority shall be as provided in Section 15.8 of the Town
13 Charter.

14
15 1-23-8 POWERS: Upon the issuance of civil emergency, emergency, or local disaster
16 declaration, the Town Manager has full power and authority to take the following actions
17 and issue the following orders:

18 (a) any action necessary for the protection of life and property, including, but not
19 limited to, establishing regulations governing conduct related to the cause of the emergency
20 or disaster.

21 (b) an order establishing a curfew during such hours of the days or nights and
22 affecting such categories of persons as may be designated.

23 (c) an order to direct and compel the evacuation of all or a part of the population
24 from any stricken or threatened areas within the Town if the Town Manager deems this
25 action is necessary for the preservation of life, property or other civil emergency,
26 emergency, or local disaster mitigation, response or recovery activities and to prescribe
27 routes, modes of transportation and destination in connection with an evacuation.

28 (d) an order controlling, restricting, allocating or regulating the use, sale,
29 production or distribution of food, water, clothing, and other commodities, materials,
30 goods, services and resources.

31 (e) an order requiring the closing of businesses deemed nonessential by the Town
32 Manager.

33 (f) an order suspending or limiting the sale, distribution, dispensing, or
34 transportation of alcoholic beverages, firearms, explosives and/or combustible products
35 and requiring the closing of those businesses or parts of businesses insofar as the sale,
36 distribution, dispensing or transportation of these items are concerned.

37 (g) an order prohibiting the sale or distribution within the Town of any products
38 that the Town Manager determines could be employed in a manner that would constitute a
39 danger to public health or safety.

40 (h) subject to any applicable requirements for compensation, commandeer or
41 use any private property if the Town Manager finds this action necessary to cope with the
42 civil emergency, emergency or local disaster.

43 (i) appropriate and expend funds, execute contracts, authorize the obtaining and

EMERGENCY POWERS AND PROCEDURES ORDINANCE

1 acquisition of property, equipment, services, supplies and materials without the strict
2 compliance with procurement regulations or procedures.

3 (j) transfer the direction, personnel, or functions of Town departments and
4 agencies for the purposes of performing or facilitating civil emergency, emergency, or local
5 disaster services.

6 (k) utilize all available resources of the Town as may be reasonably necessary to
7 cope with the civil emergency, emergency, or local disaster whether in preparation for,
8 response to, or recovery from a civil emergency, emergency, or local disaster.

9 (l) suspend or modify the provisions of any ordinance if strict compliance with
10 such ordinance would in any way prevent, hinder or delay necessary action in coping with
11 any civil emergency, emergency, or local disaster.

12 (m) accept services, gifts, grants and loans, equipment, supplies, and materials
13 whether from private, nonprofit or governmental sources.

14 (n) suspend or limit the use of the Town's water resources.

15 (o) make application for local, state or federal assistance.

16 (p) terminate or suspend any process, operation, machine, device or event that is
17 or may negatively impact the health, safety and welfare of persons or property within the
18 Town.

19 (q) delegate authority to such Town officials as the Town Manager determines
20 reasonably necessary or expedient.

21 (r) require the continuation, termination, disconnection or suspension of natural
22 gas, electric power, water, sewer or other public utilities.

23 (s) close or cancel the use of any municipality owned or operated building or
24 other public facility.

25 (t) exercise such powers and functions in light of the exigencies of civil
26 emergency, emergency, or local disaster including the waiving of compliance with any time
27 consuming procedures and formalities, including notices, as may be prescribed by law
28 pertaining thereto.

29 (u) issue any and all other order or undertake such other functions and activities
30 as the Town Manager reasonably believes is required under the circumstances to protect
31 the health, safety, welfare of persons or property within the Town of Breckenridge, or to
32 otherwise preserve the public peace or abate, clean up, or mitigate the effects of any civil
33 emergency, emergency or local disaster.

34
35 The declaration of emergency shall list the restrictions applicable to that
36 circumstance by reference to the individual subsections of this section. The restrictions may
37 be changed from time to time during the time frame of the declaration based upon the
38 discretion of the Town Manager.

39
40 1-23-9: ENFORCEMENT OF ORDERS:

41
42 (a) The members of the Police Department, code enforcement, and such other law
43 enforcement and peace officers as may be authorized by the Town Manager are authorized

1 and directed to enforce the orders, rules, and regulations made or issued pursuant to this
2 Chapter. All members of the public shall be deemed to have been given notice of the
3 restrictions contained within a declaration upon its dissemination to the news media or
4 publication on the Town website or other means of publicity.

5 (b) During the period of a declared civil emergency, emergency, or local disaster,
6 a person shall not:

7 (1) enter or remain upon the premises of any establishment not open for business
8 to the general public, unless such person is the owner or authorized agent of the
9 establishment.

10 (2) violate the provisions of a declaration issued pursuant to Section 1-23-4.

11 (3) violate any of the orders duly issued by the Town Manager or designee
12 pursuant to such declaration.

13 (4) willfully obstruct, hinder, or delay any duly authorized Town officer,
14 employee or volunteer in the enforcement or exercise of the provisions of the Chapter, or of
15 the undertaking of any activity pursuant to this Chapter.

16 (c) The Municipal Court shall have the jurisdiction to preside over alleged
17 violations of this section. A person convicted of a violation of this section shall be subject to
18 the penalties
19 set forth in section 1-4-1 of this Code.

20
21 1-23-10: AUTHORITY TO ENTER PROPERTY: During the period of a declared civil
22 emergency, emergency, or local disaster, a Town employee or authorized agent may enter
23 onto or upon private property if the employee or authorized agent has reasonable grounds
24 to believe that there is a true emergency and an immediate need for assistance for the
25 protection of life or property, and that entering onto the private land will allow the person
26 to take such steps to alleviate or minimize the emergency or disaster or to prevent or
27 minimize danger to lives or property from the declared civil emergency, emergency, or
28 local disaster.

29
30 1-23-11: LOCATION OF TOWN COUNCIL MEETINGS AND DEPARTMENTS:

31 (1) Whenever a civil emergency, emergency, or local disaster makes it imprudent
32 or impossible to conduct the affairs of the Town at its regular locations, the Town Council
33 may meet at any place, inside or outside the Town limits, or may meet via the telephone or
34 other communication device. Any temporary civil emergency, emergency, or local disaster
35 meeting location for the Town Council shall continue until a new location is established or
36 until the civil emergency, emergency, or local disaster is terminated and the Town Council
37 is able to return to its normal location.

38 (2) Any emergency meeting of the Town Council shall be conducted in
39 accordance with the applicable provisions of the Council's Procedures and Rules of Order.

40 (3) Whenever a civil emergency, emergency, or local disaster makes it imprudent
41 or impossible to conduct the affairs of any department of the Town at its regular location,
42 such department may conduct its business at any place, inside or outside the Town limits,
43 and may remain at the temporary location until the civil emergency, emergency or local

1 disaster is declared ended or until the department is able to return to its normal location.

2 (4) Whenever a civil emergency, emergency, or local disaster makes it imprudent
3 or impossible for Town Council, or any Town board, commission, or committee, to meet at
4 a previously scheduled date and time, such meeting shall be deemed to be postponed until a
5 quorum of the Town Council or Town board, commission, or committee is able to meet, not
6 to exceed one (1) week.

7 (5) Any official act or meeting required to be performed at any regular location
8 of the Town Council board, commission, or committee or any Town department is valid
9 when performed at any temporary location under this section.

10 (6) The provisions of this section shall apply to all executive, legislative, and
11 judicial branches, powers and functions conferred upon the Town and its officers,
12 employees, and authorized agents by the Colorado Constitution, Colorado Statutes, the
13 Town Municipal Code, including the Town Charter.

14
15 **1-23-12: MUTUAL AID AGREEMENTS:**

16 (1) The Town Manager may, on behalf of the Town, enter into such reciprocal
17 aid, mutual aid, joint powers agreements, intergovernmental assistance agreements, or
18 other compacts or plans with other governmental entities for the protection of life and
19 property. Such agreements may include the furnishing or exchange of supplies, equipment,
20 facilities, personnel and/or services.

21 (2) The Town Council or any Town board, commission, or committee may
22 exercise such powers and functions in light of the exigencies of the emergency or disaster
23 and may waive compliance with time consuming procedures and formalities prescribed by
24 law pertaining thereto.

25 (3) The foregoing shall apply to all executive, legislative and judicial powers and
26 functions conferred upon the Town and its officers, employees and authorized agents.

27
28 **1-23-13: ACCESS TO TABOR FUNDS:** In the event of a declared civil emergency,
29 emergency, or local disaster, the Town Manager shall have access to the Town's emergency
30 funds mandated by the Taxpayer's Bill of Rights (TABOR) as set forth in Article X,
31 Section 20, Subsection (5) of the Colorado Constitution, entitled "Emergency reserves."
32 Funds utilized pursuant to this Chapter shall be replenished no later than the conclusion of
33 the fiscal year following the end of the emergency.

34
35 **1-23-14: REPORT BY TOWN MANAGER/DISCRETIONARY RATIFICATION BY**
36 **TOWN COUNCIL:** At such time as a civil emergency, emergency, or local disaster is
37 declared to have ended, the Town Manager shall prepare a written report that details the
38 official actions taken by the Town Manager during the declaration, including a timeline,
39 significant actions, and a detailed summary of all expenses incurred during such
40 declaration and such written report shall be submitted to the Town Council within thirty
41 (30) days. The Town Council may, but is not required to, approve a resolution ratifying the
42 actions taken by the Town Manager during the declaration. In the event that a resolution is
43 not approved, the Town Manager report shall be retained by the Town Clerk and made a

1 part of the official record of the Town Council Meeting at which the report was discussed
2 by the Town Council in conjunction with the Town Manager.

3
4 **1-23-15: CONFLICT WITH OTHER LAWS: If any provision of this Chapter conflicts**
5 **with the Town Charter, the Town Charter shall control. If any provision of this Chapter**
6 **conflicts with any provision of this Code, or any provision of the Town Councils**
7 **Procedures and Rules of Order, this Chapter shall control.**
8

9 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
10 various secondary codes adopted by reference therein, shall continue in full force and effect.
11

12 Section 3. The Town Council hereby finds, determines and declares that this ordinance is
13 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
14 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
15 thereof.
16

17 Section 4. The Town Council hereby finds, determines and declares that it has the power
18 to adopt this ordinance pursuant to Section 15.8 of the Breckenridge Town Charter, and the
19 authority granted to home rule municipalities by Article XX of the Colorado Constitution.
20

21 Section 5. This ordinance shall be published and become effective as provided by
22 Section 5.9 of the Breckenridge Town Charter.
23

24 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
25 PUBLISHED IN FULL this ___ day of ____, 2012. A Public Hearing shall be held at the
26 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
27 ____, 2012, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
28 Town.
29

30 TOWN OF BRECKENRIDGE, a Colorado
31 municipal corporation
32
33

34 By _____
35 John G. Warner, Mayor
36

37 ATTEST:
38
39
40

41 _____
42 Town Clerk
43

500-329\Emergency Powers and Procedures Ordinance (07-03-12)

EMERGENCY POWERS AND PROCEDURES ORDINANCE

Memorandum

TO: Town Council
FROM: Tom Daugherty, Public Works Director
DATE: July 3, 2012
RE: Water Restrictions

Attached is the Resolution implementing water restrictions for the water users of the Town of Breckenridge water district.

Please note the exceptions to this restriction are different than what was provided to the Council at the last meeting. New landscaping, public parks and public schools are intended to be exempt from the restrictions and the information sheet last week called for them to not be exempt.

Also note that the water rates for excess use over the base allowance is increased from \$3.05 to \$5.00 during the water restrictions. This rate will return to normal once the restrictions are removed.

Staff will be getting the information out to the water users by mail and will post information on the Town web site and an ad in the paper.

1
2 **FOR WORKSESSION/ADOPTION – JULY 10**

3
4 A RESOLUTION

5
6 SERIES 2012

7
8 A RESOLUTION DECLARING THE EXISTENCE OF A WATER SHORTAGE IN THE
9 TOWN OF BRECKENRIDGE; IMPLEMENTING MANDATORY RESTRICTIONS ON THE
10 USE OF WATER BY CUSTOMERS OF THE TOWN’S WATER SYSTEM; AND
11 PROVIDING FOR THE IMPOSITION OF ADMINISTRATIVE WATER SURCHARGES
12 AGAINST PERSONS WHO VIOLATE THIS RESOLUTION

13
14 BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
15 COLORADO, as follows:

16
17 **Section 1. Authority.** This resolution is adopted by the Town Council pursuant to:

- 18
19 A. The authority provided in Section 12-1-14-1 of the Breckenridge Town Code;
20 B. Sections 13.1 and 13.3 of the Breckenridge Town Charter;
21 C. Section 31-35-402(1)(b), C.R.S.; and
22 D. Section 31-35-402(1)(f), C.R.S.

23
24 **Section 2. Findings.** The Town Council finds, determines, and declares as follows:

25
26 A. The inflow of water into the Town’s Goose Pasture Tarn water facility is expected to
27 fall below 20 cubic feet per second or less.

28
29 B. This resolution is necessary and proper to provide for the safety, preserve the health,
30 promote the prosperity, and improve the order, comfort, and convenience of the Town of
31 Breckenridge and the inhabitants thereof.

32
33 C. The restrictions and limitations on the use of water from the Town’s Water System,
34 together with the procedures related to the enforcement of such restrictions, all as set forth in this
35 resolution, are necessary to adequately protect the Town’s Water System.

36
37 **Section 3. Declaration of Water Shortage.** The Town Council finds and determines
38 that a shortage exists in the supply of water to the Town’s Water System, or that a shortage is
39 imminent, such as to require the implementation of restrictions on the use of water from Town’s
40 Water System. Accordingly, a water shortage is declared to exist within the Town of
41 Breckenridge, and the mandatory restrictions set forth in this resolution are implemented.

TEMPORARY WATER RESTRICTIONS RESOLUTION

1
2 **Section 4. Definitions.**
3

- 4 A. Words used in this resolution that are defined in the Town of Breckenridge Water
5 Ordinance (Title 12 of the Breckenridge Town Code) have the meanings provided in
6 such ordinance.
7
8 B. When used in this resolution, the term “outside watering” means the use of water
9 from the Water System to water plants, lawns, gardens, landscaping or other
10 vegetation.
11
12 C. Words used in this resolution that are not defined in either the Town of Breckenridge
13 Water Ordinance or in Subsection B. above, shall have their usual and customary
14 meanings.
15

16 **Section 5. Mandatory Restrictions On Use of Water From the Town’s Water**
17 **System.** The following restrictions, limitations, and prohibitions are implemented for all persons
18 using the Water System:
19

- 20 A. Outside watering is permitted only as follows:
21
22 1. Outside watering is permitted only three days each calendar week (Monday
23 through the next Sunday) as described in subsections D4 and D5, below.
24
25 2. On days when outside watering is permitted, it may occur only for a maximum of
26 three hours each day.
27
28 3. On days when outside watering is permitted, it may occur only between the hours
29 of 6:00 P.M. and 9:00 A.M. of the following day.
30
31 4. Properties located East of the centerline of Main Street [or Colorado Highway 9
32 north and south of Park Avenue, as applicable] may only engage in outside
33 watering on Sundays, Wednesdays, and Fridays.
34
35 5. Properties located West of the centerline of Main Street [or Colorado Highway 9
36 north and south of Park Avenue, as applicable] may engage in outside watering
37 only on Tuesdays, Thursdays, and Saturdays.
38
39 6. No outside watering is permitted on any property connected to the Water System
40 on Mondays.
41
42 7. Irrigation system audits by a qualified professional are encouraged to find and

TEMPORARY WATER RESTRICTIONS RESOLUTION

1 correct inefficiencies in irrigation systems.

2
3 8. Parking lots and driveway may not be washed or otherwise cleaned using water
4 from the Water System. Permitted options to clean parking lots include only
5 sweeping, shoveling, and the use of mini-sweepers.

6
7 B. The bulk sale of water from the Water System will not be provided for washing of
8 parking lots. Other bulk water sales will be considered on a case-by-case basis by
9 way of a permit system.

10
11 C. Restaurants connected to the Water System shall not serve water to customers unless
12 specifically requested.

13
14 D. For the duration of this resolution the excess water usage fees as described in Section
15 12-4-11(B) of the Water Ordinance shall be \$5.00 for each 1,000 gallons of metered
16 water, or fraction thereof, used per SFE billing cycle in excess of the usage allowance
17 of 12,000 gallons of water per SFE per billing cycle, and all other excess water usage
18 fees provided for in the Water Ordinance that are based upon Section 12-4-11(B) are
19 adjusted accordingly.

20
21 **Section 6. Exceptions.** The restrictions imposed by this resolution do not apply in the
22 following circumstances:

23
24 A. Plants, lawns, gardens, landscaping or other vegetation may be watered any time of
25 any day by drip irrigation or by hand (only with a watering can or a hose with a shut-
26 off nozzle).

27
28 B. Personal vehicle may be washed at any time of any day but only if:

- 29
30 1. a bucket or a hose with a shut-off nozzle is used; and
31 2. while being washed the vehicle is pulled onto a lawn area. (That is, personal
32 vehicle washing is not permitted in driveways).

33
34 C. The watering of new lawns and landscaping.

35
36 D. The watering of public school property (including, but not limited to, public school
37 athletic fields and the Town's park facilities).

38
39 **Section 7. Administrative Water surcharges For Violation of Resolution.**

40
41 A. Any person who violates the terms, conditions, and limitations of this resolution shall
42 be subject to the following:

TEMPORARY WATER RESTRICTIONS RESOLUTION

- 1
- 2 1. First violation – warning only (no administrative water surcharge);
- 3 2. Second violation - \$250.00 administrative water surcharge;
- 4 3. Third violation - \$500.00 administrative water surcharge;
- 5 4. Fourth and each subsequent violation - \$750.00 administrative water surcharge;
- 6 and
- 7 5. After the fourth violation, an owner’s ability to do any outside watering shall be
- 8 suspended until the termination of the restrictions imposed by this resolution.
- 9

10 B. Administrative water surcharges imposed pursuant to this Section 7 are a debt owned
 11 by the owners of the water using property to the Town, and are collectable by the Town in the
 12 manner provided in Chapter 6 of Title 12 of the Water Ordinance.

13
 14 **Section 8. Effective Date; Duration of Water Restrictions.** This resolution is effective
 15 upon adoption, and shall continue in full force and effect until the Town Council determines by
 16 subsequent resolution that a shortage no longer exists in the supply of water to the Town’s Water
 17 System, or that a shortage is no longer imminent, such as to require the implementation of
 18 restrictions on the use of water from Town’s Water System.

19
 20 RESOLUTION APPROVED AND ADOPTED this ___ day of July, 2012.

21
 22 TOWN OF BRECKENRIDGE

23
 24
 25
 26 By _____
 27 John G. Warner, Mayor

28
 29 ATTEST:

30
 31
 32
 33 _____
 34 Town Clerk

35
 36 APPROVED IN FORM

37
 38
 39
 40 _____
 41 Town Attorney Date

42
 43 500-123\2012 Temporary Water Restrictions Resolution_2 (07-03-12)

TEMPORARY WATER RESTRICTIONS RESOLUTION

Memorandum

TO: TOWN COUNCIL
FROM: Dale Stein, Assistant Town Engineer
DATE: July 3, 2012
RE: Public Projects Update

Main Street Revitalization & Gold Pan Alley

The 2012 construction on Main Street and the Gold Pan alley is substantially complete and fully open to the public. The remaining installation of the stone pavers on the west side of Main will continue after the July 4th holiday week and is planned to be completed by July 16th. This slight delay in schedule was due to a flaw in some stone cut for the project and rejected at the quarry. Staff is also working with the electrical contractor to trouble-shoot a few street lights that are out near Ski Hill and Main St.

Concrete Replacement

Work at the intersection of Airport Rd and Valley Brook Rd is scheduled to begin July 16th. This work requires a closure of Valley Brook Rd at Airport Rd. Valley Brook Rd will be accessed from Highway 9 during the work. Advance notice has been given to impacted businesses on Valley Brook. Other locations where concrete replacement work will continue include Wellington Rd and Ski Hill Rd.

Softball Field Fence Improvements

Installation of a new poly-netting system designed to protect the Recreation Center roof from soft balls is planned for installation on the north softball field in August. The height of the new fence will be approximately 50 to 60 feet, matching the height of the existing outdoor lights on the field.

Harris Street Building

An update is in a separate memo.

MEMO

TO: Mayor & Town Council
FROM: Tim Gagen, Town Manager
DATE: July 5, 2012
SUBJECT: Committee Reports for 7.10.2012 Council Packet

Committees	Representative	Report Status
CAST	Mayor Warner	No Meeting/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	No Meeting/Report
Summit Leadership Forum	Tim Gagen	No Meeting/Report
Liquor Licensing Authority*	C&F Staff	No Meeting/Report
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	No Meeting/Report
Housing/Childcare Committee	Laurie Best	Verbal
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; RICK HOLMAN, ASSISTANT TOWN MANAGER
FROM: CLERK AND FINANCE DIVISION
SUBJECT: MAY NET TAXABLE SALES & JUNE RETT REPORTING
DATE: 7/5/2012

This memo explains significant items of note in relation to sales that occurred within the Town of Breckenridge in the month of May. 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, although net taxable sales for May were ahead of 2011 by 24.8%, remember that May represents the least amount of tax of any month of the year. Additionally, the month fell below 2007 #s.
- Except for Utilities, all other categories were ahead of prior year by a considerable amount. However, Short-Term Lodging, Supplies, & Utilities all fell below 2006 #s.
- Grocery and Liquor is the only category that had its best month ever. It also tracked ahead of 2011 by 11.8%
- Retail sales did quite well – above 2009 #s & ahead of prior year by 33.5% (again, keep in mind that we receive relatively small tax amounts in May).

Real Estate Transfer Tax

- Collections for the month of June fell behind prior year by 0.2%, and we came in at 97.4% of budget.
- YTD collections fell behind PY by 38.8%. We are still behind YTD budget – now by 6%
- For the second time in 2012 (May being the first), we exceeded the prior year churn.
- Single family homes & townhomes tracked well in June.

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**

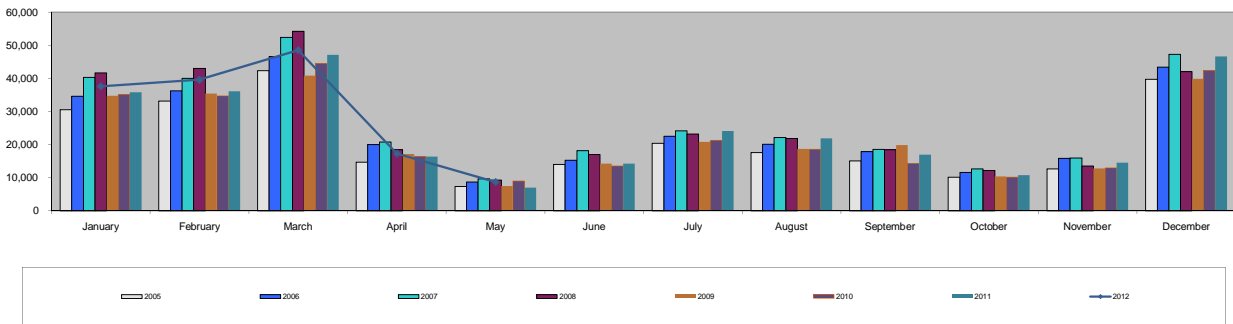
(in Thousands of Dollars)

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	37,617	37,617	5.1%	5.1%
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	39,609	77,226	9.6%	7.4%
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	48,549	125,775	3.1%	5.7%
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	17,279	143,054	5.5%	5.6%
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	8,700	151,754	24.8%	6.6%
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	151,754	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	151,754	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	151,754	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	151,754	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	151,754	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	151,754	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	151,754	n/a	n/a
Totals	257,638		292,594		322,001		314,841		272,306		273,106		291,532		151,754			

2012 Monthly Sales Tax Activity (in thousands of dollars)



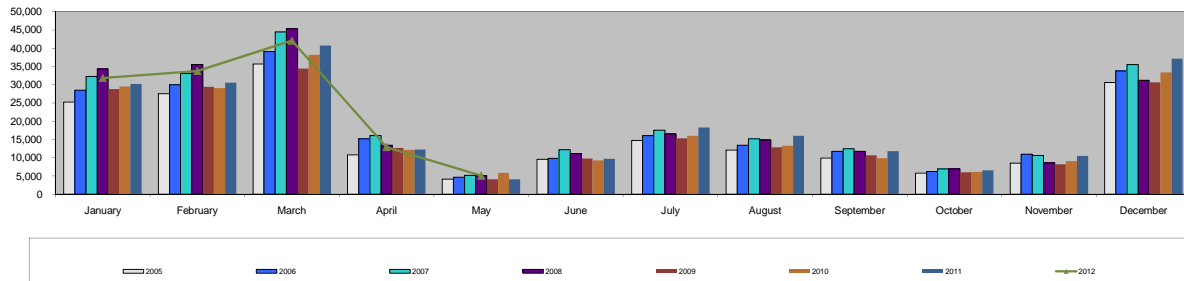
**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Retail-Restaurant-Lodging Summary

	2005		2006		2007		2008		2009		2010		2011		2012		Monthly 11-12	YTD % Change 11-12
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD				
January	25,240	25,240	28,528	28,528	32,258	32,258	34,290	34,290	28,802	28,802	29,538	29,538	30,174	30,174	31,783	31,783	5.3%	5.3%
February	27,553	52,793	29,972	58,500	33,039	65,297	35,511	69,801	29,401	58,203	29,090	58,628	30,504	60,678	33,737	65,520	10.6%	8.0%
March	35,705	88,498	39,051	97,551	44,390	109,687	45,338	115,139	34,428	92,631	38,136	96,764	40,676	101,354	42,026	107,546	3.3%	6.1%
April	10,773	99,271	15,134	112,685	16,025	125,712	13,410	128,549	12,653	105,284	12,154	108,918	12,281	113,635	12,931	120,477	5.3%	6.0%
May	4,179	103,450	4,647	117,332	5,146	130,858	5,111	133,660	4,125	109,409	5,836	114,754	4,077	117,712	5,119	125,596	25.6%	6.7%
June	9,568	113,018	9,789	127,121	12,225	143,083	11,112	144,772	9,829	119,238	9,302	124,056	9,713	127,425	0	125,596	n/a	n/a
July	14,766	127,784	16,038	143,159	17,499	160,582	16,446	161,218	15,305	134,543	15,993	140,049	18,296	145,721	0	125,596	n/a	n/a
August	12,122	139,906	13,446	156,605	15,167	175,749	14,815	176,033	12,859	147,402	13,261	153,310	16,010	161,731	0	125,596	n/a	n/a
September	9,897	149,803	11,761	168,366	12,418	188,167	11,794	187,827	10,705	158,107	9,894	163,204	11,834	173,565	0	125,596	n/a	n/a
October	5,824	155,627	6,248	174,614	6,934	195,101	6,977	194,804	5,986	164,093	6,143	169,347	6,517	180,082	0	125,596	n/a	n/a
November	8,557	164,184	10,963	185,577	10,650	205,751	8,637	203,441	8,234	172,327	9,068	178,415	10,513	190,595	0	125,596	n/a	n/a
December	30,619	194,803	33,736	219,313	35,517	241,268	31,211	234,652	30,667	202,994	33,363	211,778	37,081	227,676	0	125,596	n/a	n/a
Totals	194,803		219,313		241,268		234,652		202,994		211,778		227,676		125,596			

2012 Monthly Sales Tax Activity (in thousands of dollars)



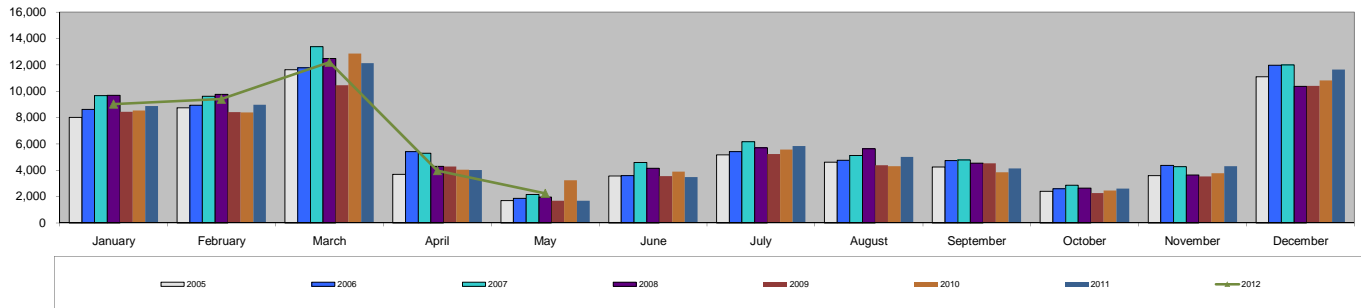
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(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	9,028	9,028	1.9%	1.9%
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	9,401	18,429	4.7%	3.3%
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	12,208	30,637	0.7%	2.2%
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	3,967	34,604	-1.0%	1.9%
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	2,241	36,845	33.5%	3.3%
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	36,845	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	36,845	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	36,845	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	36,845	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	36,845	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	36,845	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	36,845	n/a	n/a
Totals	68,460		74,000		79,896		74,837		67,167		71,710		72,639		36,845			

2012 Monthly Sales Tax Activity (in thousands of dollars)



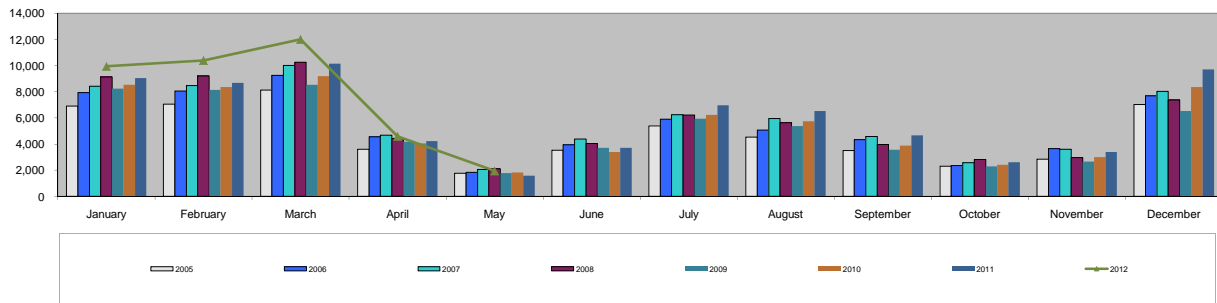
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(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	9,942	9,942	10.0%	10.0%
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	20,323	19.9%	14.8%
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	11,996	32,319	18.2%	16.0%
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	4,585	36,904	8.6%	15.1%
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	1,944	38,848	23.8%	15.5%
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	38,848	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	38,848	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	38,848	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	38,848	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	38,848	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	38,848	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	38,848	n/a	n/a
Totals	56,497		64,556		68,954		68,131		60,874		64,906		71,176		38,848			

2012 Monthly Sales Tax Activity (in thousands of dollars)



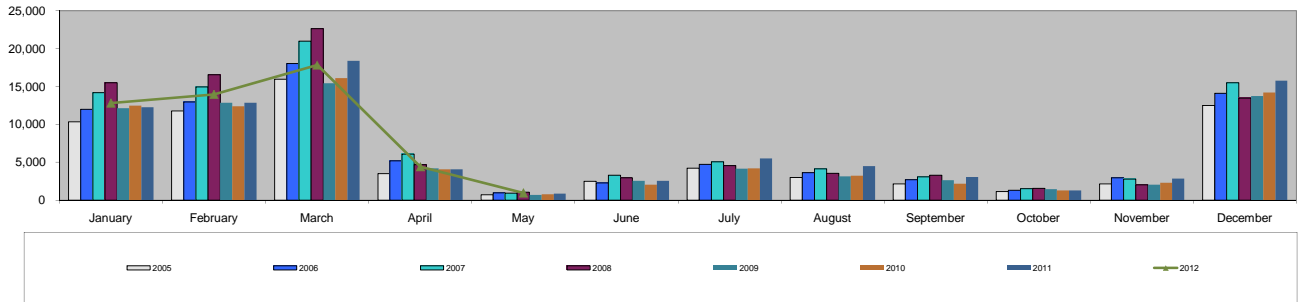
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(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	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	12,813	12,813	4.4%	4.4%
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	13,955	26,768	8.5%	6.5%
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	17,822	44,590	-3.1%	2.4%
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	4,379	48,969	8.0%	2.9%
May	711	42,257	957	49,123	923	57,129	1,039	60,356	667	45,337	773	45,814	828	48,416	934	49,903	12.8%	3.1%
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	49,903	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	49,903	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	49,903	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	49,903	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	49,903	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	49,903	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	49,903	n/a	n/a
Totals	69,846		80,757		92,418		91,684		74,953		75,162		83,861		49,903			

2012 Monthly Sales Tax Activity (in thousands of dollars)



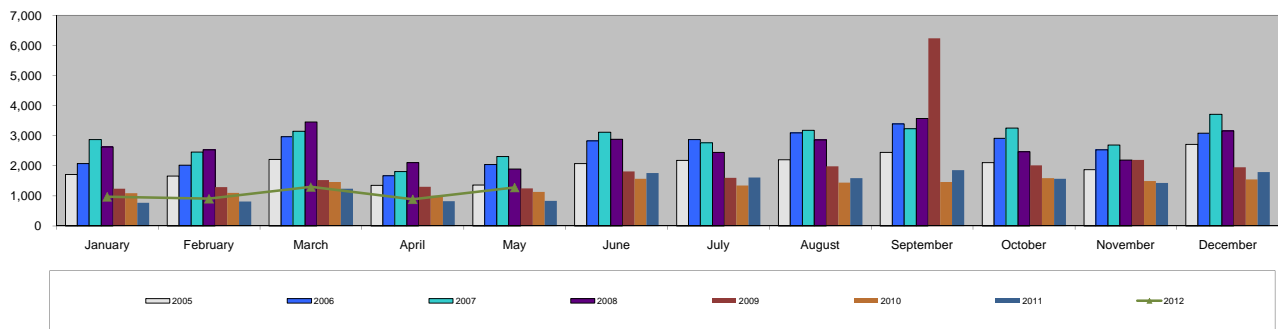
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(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	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	894	4,084	7.8%	11.2%
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	1,285	5,369	52.8%	19.0%
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	5,369	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	5,369	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	5,369	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	5,369	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	5,369	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	5,369	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	5,369	n/a	n/a
Totals	23,961		31,557		34,593		32,242		24,435		16,305		16,157		5,369			

2012 Monthly Sales Tax Activity (in thousands of dollars)



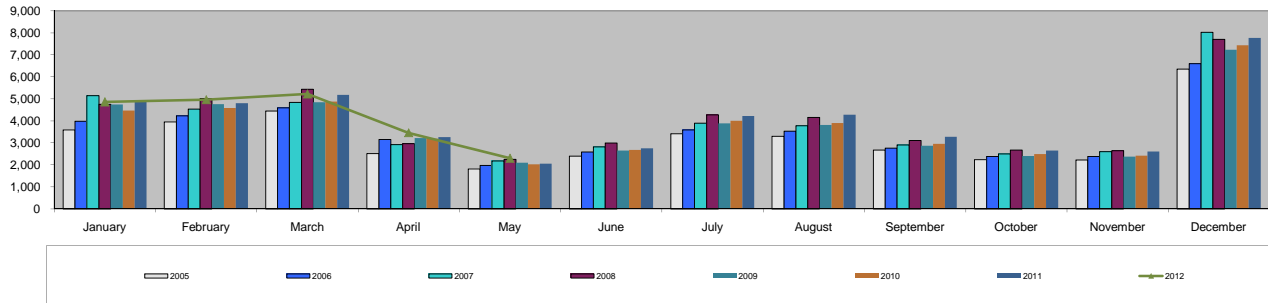
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(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	3,454	18,493	5.9%	2.2%
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	2,296	20,789	11.8%	3.2%
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	20,789	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	20,789	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	20,789	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	20,789	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	20,789	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	20,789	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	20,789	n/a	n/a
Totals	38,874		41,724		46,140		47,947		44,877		45,023		47,699		20,789			

2012 Monthly Sales Tax Activity (in thousands of dollars)



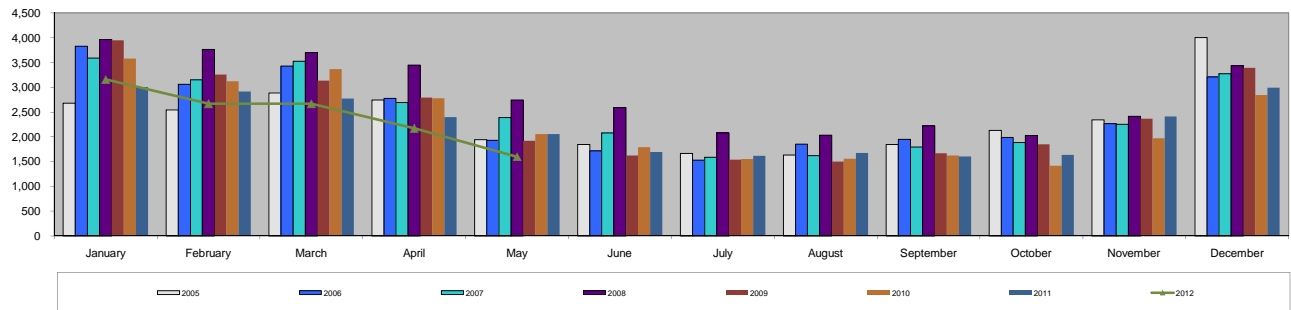
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(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	2,667	8,494	-3.8%	-2.2%
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	2,170	10,664	-9.6%	-3.8%
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	1,597	12,261	-22.4%	-6.7%
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	12,261	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	12,261	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	12,261	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	12,261	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	12,261	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	12,261	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	12,261	n/a	n/a
Totals	28,231		29,519		29,829		34,400		28,967		27,649		26,762		12,261			

2012 Monthly Sales Tax Activity (in thousands of dollars)

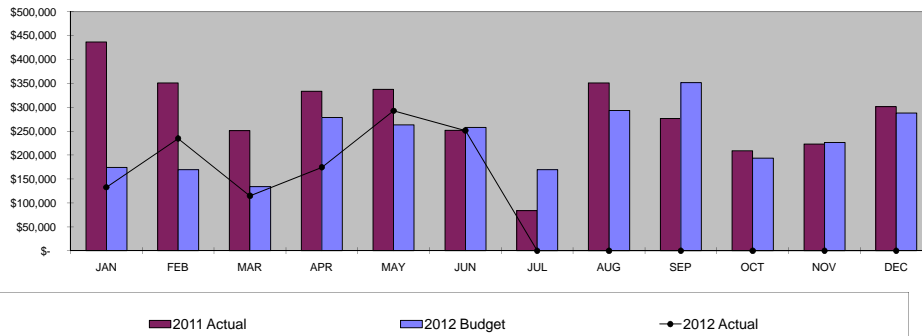


**TOWN OF BRECKENRIDGE
REAL ESTATE TRANSFER TAX COLLECTIONS
REPORTED IN THE PERIOD EARNED**

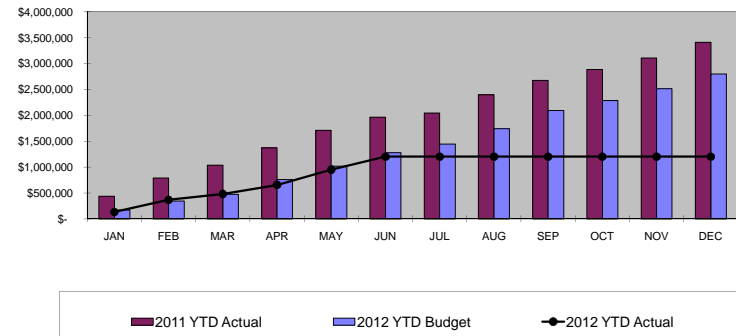
Sales Period	2007 Collections			2011 Collections			2012 Budget			2012 Monthly				2012 Year to Date			
	Tax Collected	Year To Date	Percent of Total	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% of Budget	% Change from 2007	% Change from 2011	Actual	% of 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%	292,708	111.2%	-45.2%	-13.3%	949,329	93.1%	-54.1%	-44.5%
JUN	522,999	2,589,073	45.6%	251,806	1,961,263	57.6%	\$ 258,033	\$ 1,277,375	45.6%	251,400	97.4%	-51.9%	-0.2%	1,200,729	94.0%	-53.6%	-38.8%
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	1,200,729	83.0%	-59.1%	-41.3%
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	1,200,729	69.0%	-66.0%	-49.9%
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	1,200,729	57.4%	-71.7%	-55.1%
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	1,200,729	52.5%	-74.1%	-58.3%
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	1,200,729	47.8%	-76.4%	-61.3%
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	\$ 1,200,729	42.9%	-78.8%	-64.7%

2012 budget is based upon 2007 monthly distribution
June Collections through 06/30/12

2012 Monthly RETT Tax Collections



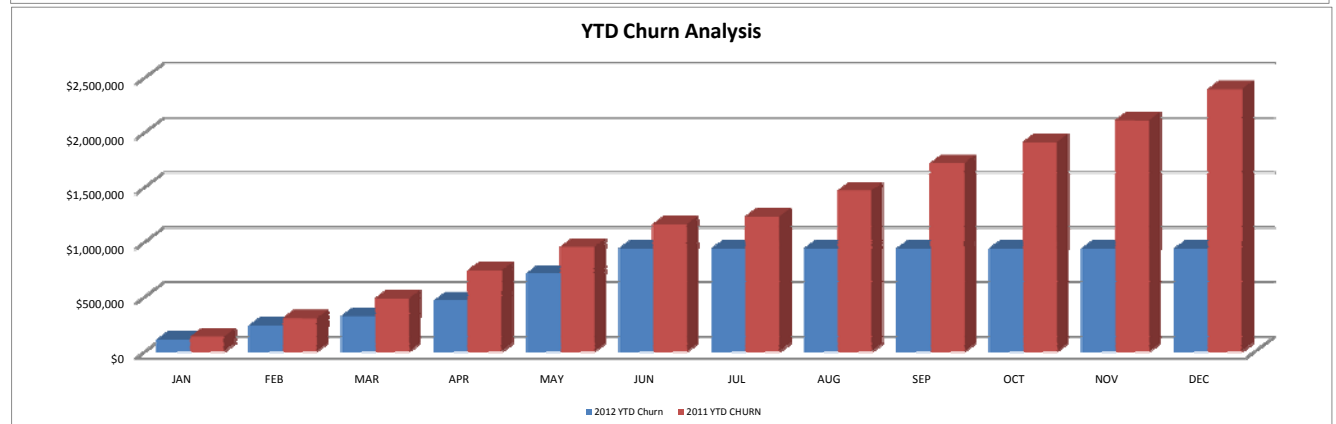
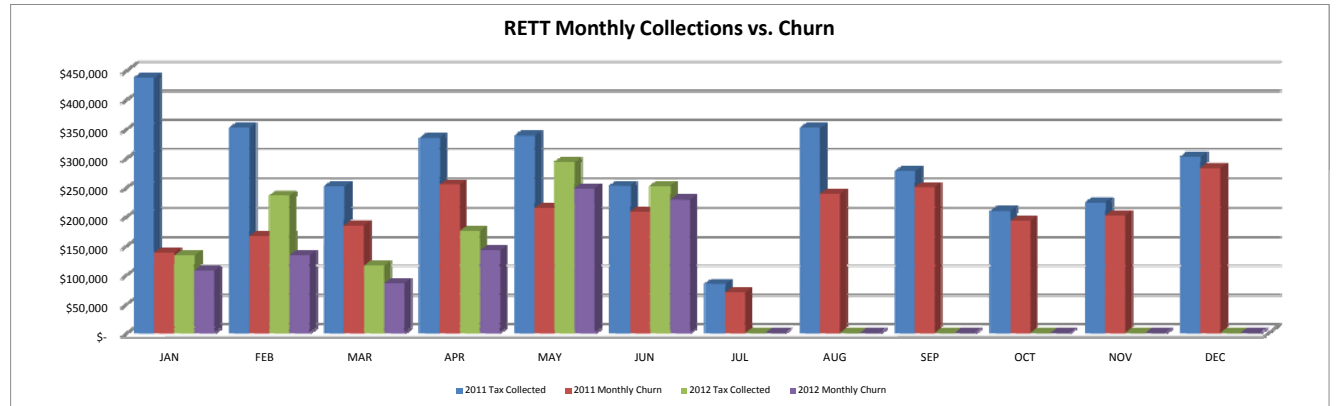
2012 Y.T.D. RETT Collections



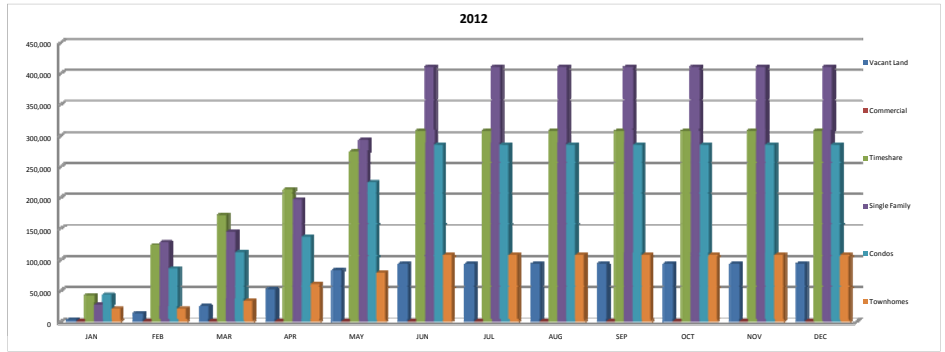
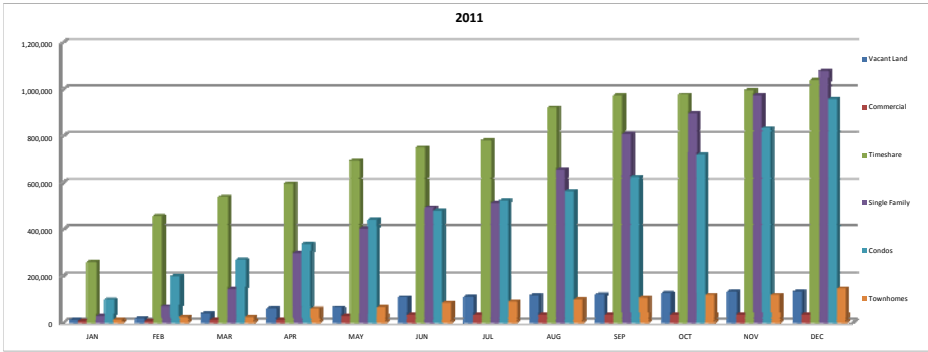
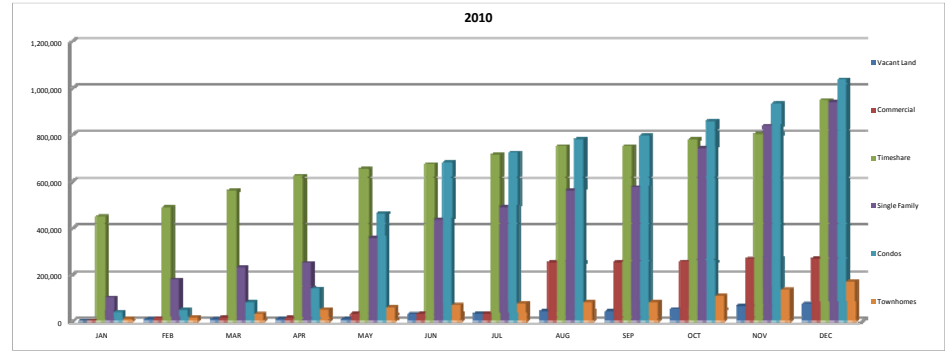
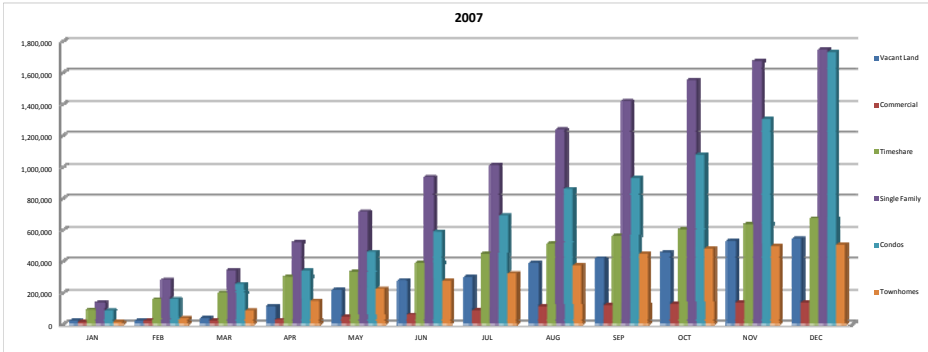
**TOWN OF BRECKENRIDGE
REAL ESTATE TRANSFER TAX CHURN
REPORTED IN THE PERIOD EARNED**

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%

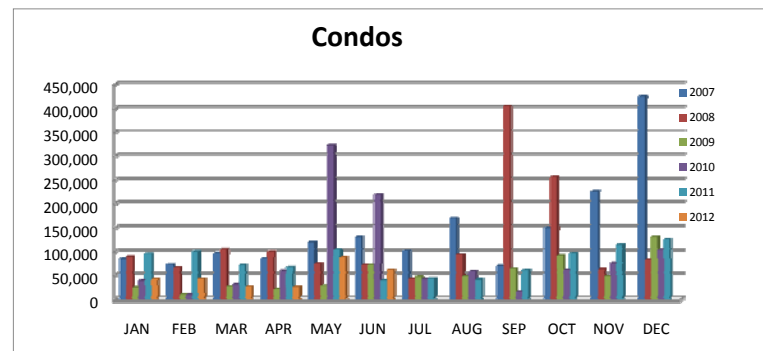
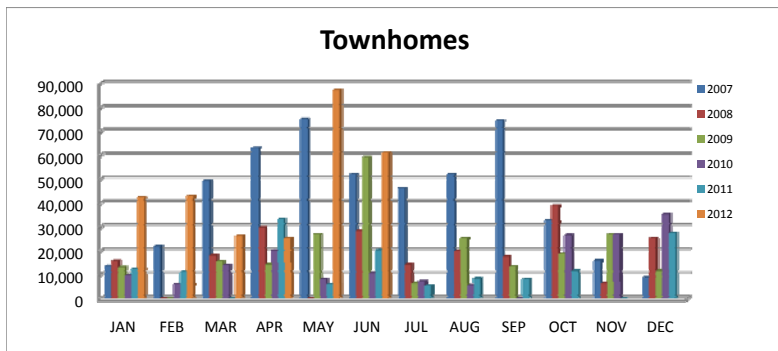
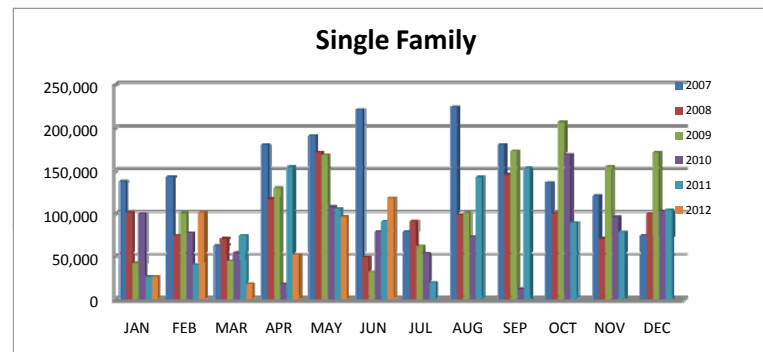
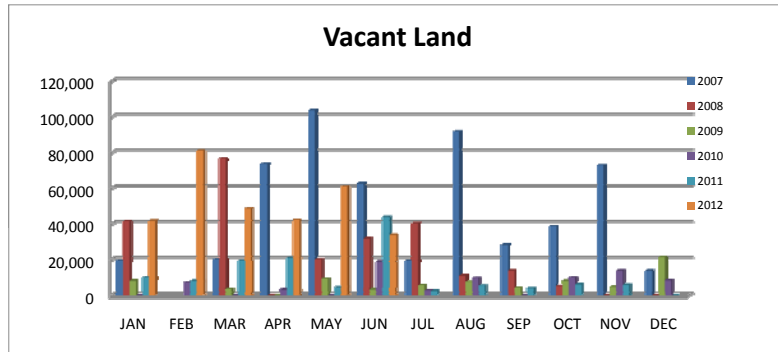
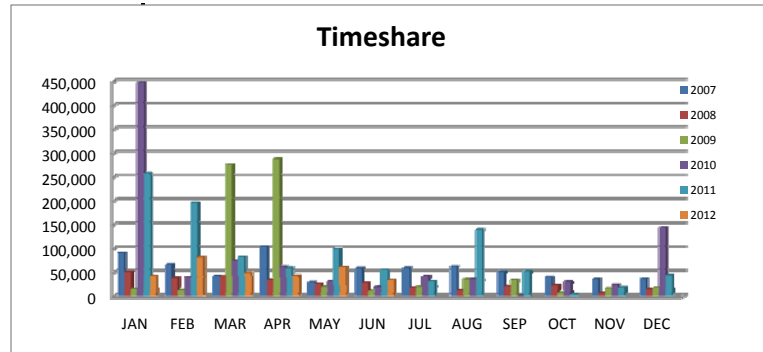
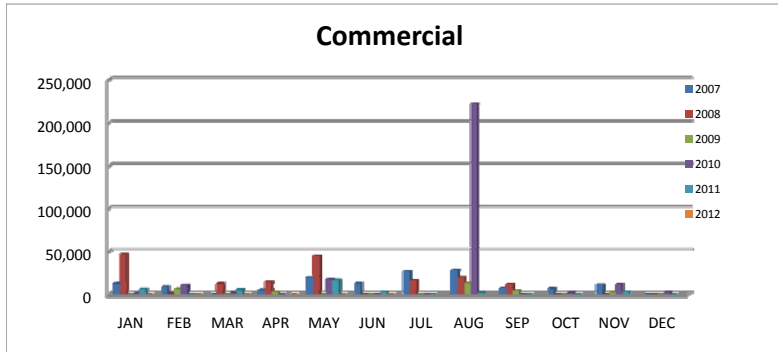
Sales Period	Tax Collected	Year To Date	2012 Collections				Monthly Churn	YTD Budget	YTD Churn	% of YTD Total	% Change In Churn from Prior Year
			New Construction								
			Grand Lodge	1 Ski Hill	Water House	Other					
JAN	\$ 132,557	\$ 132,557	26,492	0	0	0	\$ 106,065	\$ 174,140	\$106,065	80.0%	-22.6%
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	\$ 292,708	\$ 949,329	45,605	0	0	0	\$ 247,103	\$ 1,019,342	\$712,203	75.0%	-25.3%
JUN	\$ 251,400	\$ 1,200,729	23,453	0	0	0	\$ 227,947	\$ 1,277,375	\$940,150	78.3%	-19.0%
JUL	\$ -	\$ 1,200,729					\$ -	\$ 1,446,903	\$940,150	n/a	n/a
AUG	\$ -	\$ 1,200,729					\$ -	\$ 1,740,138	\$940,150	n/a	n/a
SEP	\$ -	\$ 1,200,729					\$ -	\$ 2,091,416	\$940,150	n/a	n/a
OCT	\$ -	\$ 1,200,729					\$ -	\$ 2,285,189	\$940,150	n/a	n/a
NOV	\$ -	\$ 1,200,729					\$ -	\$ 2,511,719	\$940,150	n/a	n/a
DEC	\$ -	\$ 1,200,729					\$ -	\$ 2,800,000	\$940,150	n/a	n/a



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



TOWN OF BRECKENRIDGE REAL ESTATE TRANSFER TAX COLLECTIONS MONTHLY BY CATEGORY



Memorandum

Date: 7/3/2012
To: Town Council
From: Tom Daugherty, Director of Public Works
Re: Harris Street Building Feasibility Study

In April of 2012, the Town retained Anderson Hallas Architects to lead a Feasibility Study for the 103 S. Harris building. The proposed uses for the building include a branch of the Summit County District Library, a movie theater, common areas such as multi-purpose rooms with a kitchen, as well as unassigned space for future obligation. Through the programming, the square footage required for each use was determined. The Summit County Commissioners have reviewed the programming plan and support the findings.

The original estimate of square footage envisioned for the project was approximately 24,000 total sf. Through the programming exercise, the project was sized to meet the needs of the library and is now estimated at 26,661 sf. The increase in square footage is in the mezzanine level which is the only real place to alter. The attached table summarizes these square footage breakdowns. The original deal with the County was based on the library being approximately 10,000 sf and now you can see that the library's need has grown as a result of a more detailed programming exercise.

Anderson Hallas has provided an opinion of probable construction costs as part of this phase of the project. The construction costs are estimated at \$6,680,000 or \$251 per square foot. However, staff would also like to identify costs not included in this number. Design fees and other owner costs for the project estimated at \$500,000. Hazardous materials abatement (asbestos and lead paint removal) is estimated at \$100,000. The construction estimates include room only and does not include fixtures, furnishing, and equipment (FF&E). Library FF&E estimated in the original Rankin Ave location design was \$75,000 for library book stacks. The original quantity for library book stacks was 2,029 linear feet and the final programming number was 5,000 linear feet. Additional FF&E for the multi-purpose room, such as chairs, tables and AV equipment, will be needed and we are making an allowance of \$75,000. This brings the project total to \$7,435,000.

The theater costs are included in the construction estimate. We estimate that \$183,000 can be attributed to making a theater out of the space. For instance, we need to provide seating, snack bar, sound panels and additional space for the entrance.

Any costs saving that we may be able to find as we move through this design will likely only result in a few hundred thousand dollars and will not bring the costs down substantially. There are a few costs in

the estimate, such as repaving the parking lot, which can be reduced. This estimate also assumed worst case scenarios and staff hopes see some reductions once the design team gets more involved in the design. For example this estimate assumes that the lower floor will require the foundation to be extended deeper. The foundation may already be deep enough, which would bring the cost down by approximately \$100,000. We also may have unknown conditions that will increase costs. There is a contingency of 15% (\$767,000) included in the construction costs. Based on our experience, this seems an appropriate contingency for the level of design on which the opinion of cost was based.

Anderson Hallas will be presenting the conceptual drawings of the Harris Street building and library at the July 10th meeting.

SQUARE FOOTAGE SUMMARY

HARRIS STREET REHABILITATION *

Based on Option 3 Basement & Upper floors and Option 3B Main Floor dated June 20, 2012 and June 25, 2012

1) GROSS SF (Inclusive of all walls useable SF of the current design)

BASEMENT

Main Building	8,406
North Addition	760
South Mechanical	1,053
BASEMENT TOTAL	10,219



MAIN LEVEL

(Outdoor Reading Deck)	1,062	<i>(for reference only, not included in total below)</i>
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UPPER LEVEL

7,147

4th FLR. OFFICES

340

TOTAL GROSS S.F. +/-26,661

2) CIRCULATION (Stairs, Common Halls, Elevator)

Basement	1,644
Main Level	1,635
Upper Level	1,071

TOTAL CIRCULATION +/- 4,350

3) NET ASSIGNABLE SPACES

SPACE	<u>TOWN</u>		TBD	LIBRARY	NOTES
	COMMON	DEDICATED			
Basement:					
Mechanical/Elec.	921				
Men's Room (East)	172				
Women's Room (East)	187				
Multipurpose					
- North	650				
- South	881				
- Multipurpose Storage	302				
- Catering Kitchen	273				
Library Storage				173	
IT	113				
Janitor Closet	40				
Speakeasy					
- Theater		2,187			
- Snack Bar		118			
- Restrooms		122			
Northeast Rooms			748		
Main Level:					
Main Library Space					
- Adult				2,866	3,700 l.f. of shelving
- Teen				580	300 l.f. of shelving
- Circulation Desk				219	
Children's					1,000 l.f. of shelving
- North				702	(see above)
- Central				779	(see above)
- Restroom				42	
Workroom				721	
Unisex Restroom				55	
Upper Level:					
Reading Platform				440	
Adult Mezzanine Space				2,625	(see above)
Women's Restroom	60				
Men's Restroom	53				
TBD Spaces					
- North (+ Storage)			755		
- Central			990		
- South (+Storage)			787		
TOTALS:	3,652	2,427	3,280	9,202	

TOTAL ASSIGNABLE S. +/- 18,561

4) AREA OF WALLS

TOTAL WALL S.F. +/- 3,750

(Gross SF - (Circulation + Net Assignable))

* NOTE: These square footages are subject to change once the As Built Drawings are completed.



M E M O

Date: July 3, 2012 (for 7.10.12 meeting)
To: Mayor and Town Council Members
Cc: Town Manager, Assistant Town Manager, BMAC members
From: Director of Communications & Riverwalk & Events Manager
RE: Ice Castles proposal

Ice Castles, LLC approached the Town at the end of last summer regarding utilizing Town property for an ice castle complex for the winter of 2011/12 as a for-profit venture with a percentage of admissions going to the Town. Meanwhile, they were also talking with Silverthorne and chose to move forward with Silverthorne last winter. Ice Castles has submitted a proposal for the Riverwalk Center lawn for this winter and staff has completed research which is outlined in this memo. Staff understands they are also talking with Silverthorne about returning this winter.

Background: Ice Castles LLC has produced an ice castle attraction for two winters in Midway, UT and then last winter in Silverthorne. The ice castles are constructed starting in October/November and are typically open through early April. The structure contains evolving towers, tunnels and arches with multicolored LED lights frozen into the structure.

Visitor Data: This past winter, they offered a Groupon to the Front Range audience; approximately 20,000 tickets were sold in two days. Demographics from this sale show 80% were in the Denver metro area, 15% were from Fort Collins and 2% were from outside Colorado. Ice Castles LLC reported an additional 36,000 visitors (70% from Colorado) visited the castles for a total of 56,000 visits for the winter 2011/12 season.

Exposure and Marketing: Mainly social/electronic media, specifically FaceBook photo postings. A YouTube video by Devin Graham with violinist Lindsey Sterling received 12,000,000 hits.

Benefits: This attraction could add vibrancy to the downtown core; it appeals to Breckenridge's 'family' guest, thus keeping families in town longer by offering additional activities. This could have a media appeal.

Financial Impacts: Ice Castles LLC is proposing a 10% fee of gross sales that they estimate will be \$41,250. Further they estimate revenues generated by visitors to Ice Castles specifically will total \$2,250,000, for additional sales tax revenue to the Town of \$56,250. On the expense side, a water pipe would need to be installed with an estimated cost of \$15,000 to the Town.

Site Impact: Post-event reports from both past sites indicate damage to the site following the melt. This June Silverthorne had to resod the lawn area at a cost of approximately \$20,000, and had numerous irrigation line breaks on the Pavilion lawn area, due to the Ice Castles. . If there is a normal snow year, ToB staff estimates that the RWC lawn might not melt until early June and the damage to the lawn would likely render it unusable until July 4th or later. NOTE: Staff has researched other areas (Harris Street building lot, south end of Tiger Dredge lot), however, these locations have challenges.

Direction: Staff is looking for answers and direction. Specifically,

1. Is this an attraction the Town would be willing to host?
2. Is the ROI attractive?
3. Is it agreeable to 'tie up' the RWC lawn through late June/early July while the grass resods?

Thank you. Staff will be at the meeting to answer questions and receive direction on next steps.



M E M O

Date: July 3, 2012 (for 7.10.12 meeting)
To: Mayor and Town Council Members
Cc: Town Manager, Assistant Town Manager, BMAC members
From: Director of Communications
RE: Snowball Music Festival

The SnowBall Music Festival has been held in Nottingham Park in Avon for the past two years in early March. In late March, on behalf of the event founder, AEG Live approached the Town to discuss if this is an event that Breckenridge would like to host. The main reason for moving is that they are running out of room, most notably lodging. Their goal is to have five around the country; SnowGlobe in Tahoe was added this past New Year's Eve weekend.

Event Description: A winter, outdoor music festival designed to provide a lifestyle experience promoting a culture of an active, social, environmentally conscious, craft-beer drinking, and uniquely "Colorado" way of life. There are multiple stages hosting bands (2012 artists included Snoop Dogg, Leftover Salmon, Trampled by Turtles, Bassnectar, Rusko, Ghostland Observatory, Big Boi, Major Lazer, The Head and the Heart) and DJs performing over 3 days (from 2–10 p.m.). The SnowBall brand strives to connect mountain sports, entertainment and technology. It offers a wide variety of musical genres – reggae, hip-hop, rock, indie, folk, dance, and electronic dance music. In addition to the music, there are arts and craft vendors, food vendors, interactive art displays as well as performance art (i.e. fire dancers or aerial dancers).

Demographic targeted – 'Tastemaker' music fans in their 20's and early 30's; 'Tastemaker' are trendsetters or first ones to champion an artist; they take it to their friends and talk up a band on social media. 2012 statistics reported 52% were male, average age was 23 and the top markets were Colorado (73%), Texas (3%) and California (2%). Reported income breakout was 47% for less than \$25k, 25% for \$25k-\$50k, 12% for \$50k-\$75k and 10% for \$75k+.

Estimated attendance - 10,000 per day or 30,000 over the three days

Estimated Event Marketing Value - Mainly social/electronic media. Facebook had 50,700+ fans, Twitter reported 3,100 followers, and radio impressions came in at 100,000

Site Description/ Community Impact (i.e. road closures, etc.) – AEG developed plans and maps for parking, transportation flow, shuttle service, pedestrian flow on site and emergency. Impact depends on the where the site location is and what works best; AEG Live has requested the ice arena parking lot (eastern) after a site visit with staff.

Staff spoke with staff from the Towns of Avon and South Lake Tahoe, with mixed reviews. Avon estimates a \$2.6 million in economic impact; however, there were noise and destruction complaints, as well as a reported drug and alcohol culture that concerned Avon Police personnel. South Lake Tahoe's post-event, informal business survey reported an uptick in business and that businesses were particularly happy given the low snow year; casinos were busy with after parties. Following are letters of support from the Vail Valley Partnership and South Lake Tahoe.

This event was reviewed by BMAC in May with mixed support due to dates and demographics. Councilman/BMAC member Dudick brought before the full Council on May 8 and staff was directed to gather more information. BMAC discussed again at their June 18 meeting. BMAC member Peyton Rogers reported that the Breckenridge Lodging Association discussed and they had concerns about the timing/dates and demographic targeted. *BMAC passed a motion that their recommendation is to consider this event only during April or November, and there are still concerns about whether this meets our target demographics.*

Staff will be at the meeting to answer questions and to receive direction.



June 6, 2012

Re: Snowball Music Festival

To Whom It May Concern:

The Vail Valley Partnership, the Chamber and Tourism Bureau representing the Eagle River Valley, works closely with local businesses, lodging properties and municipalities to bring groups, events and leisure guests to our destination.

We worked closely with the producers of the Snowball Music Festival in both 2011 and 2012 to assist in bringing their event to Avon, Colorado. It is important to note that the Partnership is not an event producer and we are neutral on what events are funded by any local stakeholder group or town; our job is solely to help bring new events to our community.

Regarding the Snowball Music Festival, the feedback from a vast majority of our business members was overwhelmingly positive. This feedback was especially positive from the mid-scale restaurant community, the retail community and the lodging community, although it is important to note that overall economic impacts (as reported by our member organizations) was significant across all business segments.

The lodging community in Avon and throughout the Vail Valley (from Vail to Eagle) that we have spoken to regarding this event were very pleased to have the occupancy levels achieved in early March and the strong consensus was that the increased occupancies and demand was driven by the Snowball Music Festival.

Please do not hesitate to contact me with any questions.

Thank you,

Chris Romer
Executive Director
Vail Valley Partnership
cromer@visitvailvalley.com / 970-477-4016

PO Box 1130, Vail, CO 81658
www.visitvailvalley.com



City of South Lake Tahoe

"making a positive difference now"

To Whom It May Concern:

The City of South Lake Tahoe, California served as the host site for SnowGlobe Music Festival on December 29, 23 and 31st 2011. The event attracted over 10,000 patrons per day and had a substantial economic impact on retail, restaurant, and lodging businesses.

As the former Executive Director of the Beaver Creek Resort Company, I had the opportunity to produce hundreds of special events over the course of fourteen years, ranging from the annual Bon Appetit Magazine Culinary Festival, Oktoberfest, Blues, Brews and BBQ, Xterra and rodeos. I have never worked with an event producer as professional as Chad Donnelly. Mr. Donnelly and his staff did an outstanding job on the following event related obligations relative to SnowGlobe:

- Traffic Control
- Parking
- Disability Access
- Bus Transportation Pick up and Drop off of 90% of the event patrons
- Waste Management
- Security Coordination with City Police, Fire and EMS
- On-site security
- Vendor Coordination
- Event Marketing/Signage
- Site Plan
- Pre-event notification to residences

The only event complaints we received were related to the sub-woofer bass sound impacts on local residences related to the electronic-dance music genre. The actual sound dBa level was not a problem. For this year's event, Mr. Donnelly has agreed to mitigate the sub-woofer bass sound issue and not exceed a maximum decibel limit of 95dB over a sustained period of ten minutes.

Mr. Donnelly and his staff are very professional and recognize the critical balance that must be struck in producing a first-class large public event while also ensuring the general health, safety and welfare of the greater community.

If you are looking for an event that will attract thousands of guests, and have a profound effect on the economic vitality of your community, while also mitigating the traffic, safety and noise issues commensurate with a large event, you have found the right producer in Chad Donnelly and his company.

Should you need any more information about our experience with SnowGlobe Music Festival, or need additional information, please contact me at 530-318-3081.

Tony O'Rourke
City Manager

Memo

To: Town Council
From: Michael Barney, Director of Recreation
CC: Tim Gagen, Rick Holman
Date: 7/4/2012
Re: *Summary of Recreation Department Programming Survey Results*

This past Spring, the Recreation Department created and administered a survey process to guide the development of a comprehensive program plan that will assist the department in selecting the types of activities, programs, and services that will be offered to the community. In addition, the survey asked community members to share their opinions on the justification for offering various activities, programs, and services. This MEMO will summarize the survey results. The full survey results are included as an attachment in the event that you want to review them as well.

Statistical Validity

According to the 2010 census, the population of Breckenridge is 4540. We received 298 completed surveys that were distributed to individuals within our database as recreation center members or past members. Individuals were also solicited while in the recreation center and ice arena to complete a survey. Members of the Recreation Department Advisory Committee and Department staff solicited friends and neighbors to complete surveys also. The survey was conducted during the month of April, when it was assumed that the majority of individuals completing the survey were either residents of Breckenridge or living within close proximity of Breckenridge. Based on this information, we have a 95% confidence level in the findings and a margin of error of just over / under 5%.

Survey Results

The survey was formatted to provide an average rating within a range of 1 to 5, with one equating to having very low significance or support, and 5 having very high significance or support. The first series of questions asked respondents to share their opinions on the reasons why the Recreation Department should provide services to the community and what types of guidelines the department should use in assessing the appropriateness of offering those activities, programs, and services.

Through the responses to this series of questions, we learned:

- The primary focus for the department should be on serving residents, and a slightly less focus on serving guests and visitors
- Providing recreational opportunities to seniors, and to youth during out-of-school times were both rated as highly significant, with serving seniors slightly edging serving youth
- Of all the options listed for justifying the offering of recreational activities, programs, and services, “contributing to the local economy” rated the lowest
- The department should have a focus on providing activities, programs, and services that address all skill levels (beginner through advanced) as opposed to just focusing on the introductory / beginner level
- By a slight margin (.27), respondents indicated that the department should have a focus on offering activities, programs, and services that enable all adults to participate together (ie: general admission fitness classes for ages 18-99), rather than catering to specific populations (ie: senior specific fitness classes)

- Respondents felt the department should provide financial assistance opportunities to community residents that cannot afford to pay the full fees and charges (3.46) compared to not providing any financial assistance (2.3)

The next series of questions allowed respondents to indicate their level of agreement with the appropriateness of the recreation department offering specific activities, programs, and services, keeping in mind other service providers in the community. Activities were grouped into one of three categories; general recreation, outdoor recreation, and social enrichment. The activities are listed below in order of their level of support:

General Recreation

Drop-in Fitness Classes	4.46
Youth Swim Lessons	4.36
Summer and School Break Day Camps	4.24
Personal Training	4.23
Senior Fitness Classes	4.11
Youth Sports Clinics	4.08
Adult Sport Leagues	4.02
Adult Swim Lessons	4.01
Youth Sports Leagues	3.96
Adult Sports Clinics	3.96
Private Lessons (non-specific)	3.92
Competitive Athletic Events and Races	3.90
After School Care	3.89
Senior Sports	3.89
Session Based (pre-registration) Fitness Classes	3.88
On-site Childcare (while parent is in recreation center)	3.87
Youth Swim Team	3.81
Youth Tumbling	3.79
Gymnastics	3.72
Master Swim Team (adults)	3.60
Before School Care	3.17

Outdoor Recreation

Rock Climbing	3.92
Nordic Ski Lessons	3.78
Wilderness First Responder Training	3.74
Avalanche Awareness Clinics	3.69
Nature Hikes	3.61
Youth Mountain Biking	3.60
Kayaking	3.47
Adult Mountain Biking	3.44
Snowshoe Tours	3.36
Ice Climbing	3.12
Fishing Clinics	3.09
Rafting	2.98

Social Enrichment

CPR / First Aid Training	4.00
Wellness Seminars	3.72
Teen Social Activities	3.56
Babysitter Training / Certification	3.38
Holiday Special Events (Great Egg Scramble)	3.30
Family Social Activities (ie: father – daughter dance)	3.30
Dance Classes	3.28
Senior Social Activities	3.14
Massage	2.84
Creative Arts (painting, sculpture, etc)	2.66
Music Lessons (ie: guitar, drums)	2.45
Drama / Theatre	2.37

Trends Identified through Survey Comments

How we serve the community

- A common theme in the comments was that the goal should be to serve the community first, and then the visitors
- Financial assistance should be awarded to locals (TOB full-time residents and workers) or those who cannot afford to pay but who live or work in the community, as visitors are the ones who can afford the services
- More financial assistance is needed for low income families and individuals in the community – fees and charges often prohibit those that need the services / programs most from being able to participate or use the recreation center
- Having good and qualified staff is important to many guests
- Volunteer opportunities should be provided to help offset pass and program prices for those needing financial assistance- opportunity for individuals to earn a pass
- Programs should be offered based on consumer / member demand, regardless of whether there is competition in the community (ie Yoga)
- Several comments requesting bus transportation to the golf course / Gold Run Nordic Center

Fitness

- Many comments asked for more senior fitness classes or Silver Sneakers
- Several respondents requested more Yoga, Zumba and Pilates classes, as well as drop-in classes that are offered at different times to accommodate those who work full-time (evening or early morning)
- Several requests were made for additional fitness classes, increasing the variety of classes (stay current), and assessing the times classes are offered as well as the length of classes (30 or 45 minute classes in addition to 60 minute classes)

Programming

- Many people indicated they are happy with what the Recreation Department currently offers for programs and services, especially for youth and families
- Some recommended that the department offer more programs for teens and adults, because youth seem to be well-served in the community
- Several respondents asked for more youth fitness and outdoor recreation classes
- The most popular comment in the area of outdoor programs was the desire for beginner outdoor sports classes accessible for all levels (i.e. group bike rides, beginner mountain biking)
- Several respondents felt the Recreation Center shouldn't offer art and music classes, as that is not within its scope (Arts District should offer these things instead)
- Several comments asked for more specialty full-day, weeklong kids camps such as climbing, hockey, sports
- There seems to be some demand for youth programs before 8am (before school programming) and greater variety after 5pm, based on these comments
- Afterschool and summer camp kids may need to be better monitored by staff while in the facility to not disturb other guests, based on several different responses (or they need their own area)
- A few respondents commented on a desire for better organization of hockey and figure skating programs/leagues
- Several comments indicated a need for more toddler programming on evenings and weekends, rather than just during the day
- Many comments were made that the department should be responsive to member requests for all programs as long as there is sufficient interest and the program will pay for itself or make the department money
- Several requests were made to increase offering of programming on weekends (fitness, youth activities)

Childcare

- Several respondents wished to see extended Bearly Big hours for working parents and more affordable Bearly Big rates
- Many commented that before and after school childcare fills a community need and is important for the Recreation Department to offer

Recreation Center Facility

- Several respondents saw the need to update the pool area, including adding an outdoor pool and sun deck area(a common comment)
- Several people asked that the temperature increase in the leisure pool for children
- Guests would like longer pool hours for lap swimmers (earlier on weekend days)
- Several expressed a need for an indoor playground or play room for kids
- Many guests desire longer Rec Center hours, especially on the weekends, several comments about current schedule being confusing
- Some people commented that the fields and parks need to be updated as they are starting to look run-down (Kingdom Park, Skateboard Park, Carter Park tennis courts)
- Many guests feel the Rec Center fitness studios and climbing wall need more space
- Several comments about need for youth to have their own space away from lobby so as to minimize noise / traffic in the facility

Ice Arena Facility

- Many respondents commented about the need to remodel the Ice Arena locker rooms and improve showers
- Several comments asking to cover the Ice Arena Outdoor Rink
- Some requests for additional youth programming at the rink that does not require such a commitment (drop –in hockey play for youth for example as opposed to leagues)

Breckenridge Recreation Department Comprehensive Programming Study



1. Which of the services offered by the Recreation Department do you use and how often per month? (check all that apply)

	Less Than 5 Times	5 to 9 Times	10 to 14 Times	15 to 19 Times	More Than 20 Times	Response Count
Recreation Center Pool	66.4% (160)	18.7% (45)	9.5% (23)	2.1% (5)	3.3% (8)	241
Recreation Center Gym	72.0% (162)	12.9% (29)	7.1% (16)	2.2% (5)	5.8% (13)	225
Recreation Center Fitness Equipment	42.2% (111)	21.7% (57)	17.5% (46)	7.2% (19)	11.4% (30)	263
Recreation Center Climbing Wall	95.9% (212)	3.2% (7)	0.0% (0)	0.0% (0)	0.9% (2)	221
Recreation Center Bearly Big Childcare	95.6% (196)	3.4% (7)	1.0% (2)	0.0% (0)	0.0% (0)	205
Recreation Center Tennis Courts	90.0% (190)	4.7% (10)	2.8% (6)	0.5% (1)	1.9% (4)	211
Stephen C. West Ice Arena	70.2% (165)	11.1% (26)	9.8% (23)	1.7% (4)	7.2% (17)	235
Gold Run Nordic Center	77.9% (183)	11.9% (28)	4.3% (10)	1.7% (4)	4.3% (10)	235
Recreation Center Gym	71.2% (161)	12.4% (28)	8.0% (18)	3.1% (7)	5.3% (12)	226
Youth Recreation Programs	80.0% (180)	8.9% (20)	4.9% (11)	2.2% (5)	4.0% (9)	225
Adult Recreation Programs	62.6% (147)	20.9% (49)	8.1% (19)	3.8% (9)	4.7% (11)	235
answered question						302
skipped question						0

2. On a scale of 1 to 5, tell us how you feel about the reasons the Recreation Department should provide services to guests and the community.

	1 - Strongly Disagree	2	3 - Neutral	4	5 - Strongly Agree	Rating Average	Response Count
Provide recreational and fitness opportunities for guests and visitors to Town	1.3% (4)	5.7% (17)	20.4% (61)	32.1% (96)	40.5% (121)	4.05	299
Provide recreational and fitness opportunities for residents	2.7% (8)	0.7% (2)	6.4% (19)	16.1% (48)	74.2% (221)	4.58	298
Provide supervision and structured care for community youth during out-of-school times (after school, during school breaks, summer)	2.3% (7)	5.3% (16)	21.6% (65)	26.9% (81)	43.9% (132)	4.05	301
Contribute to the local economy by coordinating and hosting events that draw visitors to Town	4.3% (13)	6.3% (19)	28.2% (85)	30.6% (92)	30.6% (92)	3.77	301
Provide recreational opportunities to populations that may otherwise be unable to access these opportunities (individuals with disabilities, low income)	1.3% (4)	5.7% (17)	26.8% (80)	31.2% (93)	34.9% (104)	3.93	298
Provide recreational opportunities to senior adults	1.0% (3)	3.7% (11)	22.3% (66)	30.7% (91)	42.2% (125)	4.09	296
Provide recreational / social opportunities that bring the community together	1.0% (3)	4.0% (12)	25.3% (75)	33.7% (100)	36.0% (107)	4.00	297
Provide educational opportunities / training on community issues (sustainability, wellness, parenting skills, CPR and First Aid, disease management)	1.3% (4)	4.7% (14)	22.7% (68)	38.8% (116)	32.4% (97)	3.96	299
					Additional Comments		25
					answered question		302
					skipped question		0

3. On a scale of 1 to 5, tell us how you feel about the following statements.

	1 - Strongly Disagree	2	3 - Neutral	4	5 - Strongly Agree	Rating Average	Response Count
Services and programs should be focused on the intro / beginner level.	11.6% (34)	31.6% (93)	41.5% (122)	11.9% (35)	3.4% (10)	2.64	294
Services and programs should focus on all skill levels, beginner through advanced.	0.7% (2)	3.7% (11)	9.6% (29)	37.5% (113)	48.5% (146)	4.30	301
The Department should offer services and programs that are requested by residents /members regardless of any other service providers in the community that may already be offering similar services and programs.	7.0% (21)	22.3% (67)	42.0% (126)	18.7% (56)	10.0% (30)	3.02	300
The Department should not offer services and programs that are adequately and effectively being offered by other service providers in the community.	9.3% (28)	23.7% (71)	39.0% (117)	20.3% (61)	7.7% (23)	2.93	300
The Department should focus on offering services and programs that cater to specific populations (ie: senior fitness classes).	2.7% (8)	11.3% (34)	39.0% (117)	34.7% (104)	12.3% (37)	3.43	300
The Department should focus on offering services and programs that enable all adults to participate together (ie: general admission fitness classes for all ages).	1.3% (4)	9.7% (29)	30.1% (90)	35.8% (107)	23.1% (69)	3.70	299
The Department should provide financial assistance to community residents that cannot afford to pay for participation in programming or purchase memberships.	5.0% (15)	13.3% (40)	31.7% (95)	30.3% (91)	19.7% (59)	3.46	300
The Department should not provide financial assistance for recreation services and programs. Everyone should pay the full fees.	29.2% (87)	28.9% (86)	29.2% (87)	8.1% (24)	4.7% (14)	2.30	298

answered question 302

skipped question 0

4. On a scale of 1 to 5, indicate whether the Recreation Department should offer the following youth and adult recreation programs. Please keep in mind other service providers in the community and the capacity and quality of services/ programming that they provide.

	1 - Strongly Disagree	2	3 - Neutral	4	5 - Strongly Agree	N/A	Rating Average	Response Count
Youth Swim Lessons	0.0% (0)	2.3% (7)	11.4% (34)	28.2% (84)	49.7% (148)	8.4% (25)	4.37	298
Adult Swim Lessons	0.3% (1)	2.0% (6)	23.9% (70)	39.6% (116)	29.0% (85)	5.1% (15)	4.00	293
Youth Swim Team	1.7% (5)	4.1% (12)	32.7% (96)	25.9% (76)	28.2% (83)	7.5% (22)	3.81	294
Master Swim Team for Adults	1.4% (4)	5.8% (17)	38.8% (114)	29.9% (88)	17.3% (51)	6.8% (20)	3.60	294
Drop-In Fitness Classes	0.0% (0)	1.7% (5)	8.4% (25)	27.8% (83)	54.8% (164)	7.4% (22)	4.47	299
Registration-Based (Session) Fitness Classes	1.4% (4)	5.4% (16)	25.8% (76)	34.9% (103)	28.8% (85)	3.7% (11)	3.88	295
Personal Training	0.0% (0)	4.0% (12)	14.8% (44)	31.9% (95)	45.3% (135)	4.0% (12)	4.23	298
On-Site Childcare	2.4% (7)	5.1% (15)	26.3% (77)	24.2% (71)	32.8% (96)	9.2% (27)	3.88	293
Before School Care	6.8% (20)	14.0% (41)	39.6% (116)	13.7% (40)	15.0% (44)	10.9% (32)	3.18	293
After School Care	2.7% (8)	7.5% (22)	22.7% (67)	22.4% (66)	35.6% (105)	9.2% (27)	3.89	295
Summer and School Break Day Camps	1.0% (3)	2.7% (8)	16.4% (49)	24.2% (72)	46.3% (138)	9.4% (28)	4.24	298

Youth Sports Leagues	1.3% (4)	7.1% (21)	19.5% (58)	31.3% (93)	34.3% (102)	6.4% (19)	3.96	297
Youth Sports Clinics	0.7% (2)	2.7% (8)	20.3% (60)	33.6% (99)	35.6% (105)	7.1% (21)	4.08	295
Adult Sports Leagues	1.7% (5)	4.0% (12)	20.7% (62)	33.8% (101)	35.8% (107)	4.0% (12)	4.02	299
Adult Sports Clinics	0.3% (1)	2.7% (8)	24.1% (71)	40.3% (119)	27.8% (82)	4.7% (14)	3.97	295
Youth Tumbling	1.4% (4)	3.7% (11)	32.1% (95)	28.0% (83)	25.0% (74)	9.8% (29)	3.79	296
Gymnastics (Youth and Adult)	0.7% (2)	4.7% (14)	38.3% (113)	27.8% (82)	23.1% (68)	5.4% (16)	3.72	295
Private Lessons (Youth and Adult)	1.0% (3)	4.7% (14)	24.7% (73)	34.5% (102)	30.1% (89)	5.1% (15)	3.93	296
Competitive Athletic Events and Races	1.3% (4)	6.7% (20)	23.7% (71)	32.8% (98)	31.8% (95)	3.7% (11)	3.90	299
Senior Fitness Classes	0.3% (1)	2.0% (6)	20.8% (62)	34.6% (103)	35.6% (106)	6.7% (20)	4.10	298
Senior Sports	1.0% (3)	2.8% (8)	29.5% (85)	31.9% (92)	27.1% (78)	7.6% (22)	3.88	288
Other (please specify)								17
answered question								302
skipped question								0

5. On a scale of 1 to 5, indicate whether the Recreation Department should offer the following youth and adult outdoor programs. Please keep in mind other service providers in the community and the capacity and quality of services/ programming that they provide.

	1 - Strongly Disagree	2	3 - Neutral	4	5 - Strongly Agree	N/A	Rating Average	Response Count
Nature Hikes	4.0% (12)	6.4% (19)	31.0% (92)	36.4% (108)	18.5% (55)	3.7% (11)	3.61	297
Fishing Clinics	9.7% (29)	14.7% (44)	40.1% (120)	21.1% (63)	11.0% (33)	3.3% (10)	3.09	299
Kayaking	5.0% (15)	9.6% (29)	33.8% (102)	33.1% (100)	15.6% (47)	3.0% (9)	3.46	302
Rafting	11.7% (35)	16.7% (50)	40.1% (120)	19.1% (57)	9.7% (29)	2.7% (8)	2.98	299
Rock Climbing	2.3% (7)	3.7% (11)	22.0% (66)	40.3% (121)	29.3% (88)	2.3% (7)	3.93	300
Ice Climbing	9.8% (29)	11.8% (35)	43.2% (128)	21.6% (64)	11.1% (33)	2.4% (7)	3.13	296
Youth Mountain Biking	4.3% (13)	8.0% (24)	30.1% (90)	31.4% (94)	21.7% (65)	4.3% (13)	3.61	299
Adult Mountain Biking	6.0% (18)	8.4% (25)	34.2% (102)	34.6% (103)	14.1% (42)	2.7% (8)	3.43	298
Nordic Skiing Lessons	4.3% (13)	8.7% (26)	22.4% (67)	30.1% (90)	32.1% (96)	2.3% (7)	3.79	299
Snowshoe Lessons	8.4% (25)	9.4% (28)	34.2% (102)	27.2% (81)	17.4% (52)	3.4% (10)	3.37	298
Avalanche Awareness Clinics	5.4% (16)	8.4% (25)	27.4% (82)	25.8% (77)	30.1% (90)	3.0% (9)	3.69	299
Wilderness First Responder Training	4.3% (13)	7.7% (23)	24.1% (72)	32.4% (97)	27.8% (83)	3.7% (11)	3.74	299
Other (please specify)								13
answered question								302






6. On a scale of 1 to 5, indicate whether the Recreation Department should offer the following enrichment and lifetime programs. Please keep in mind other service providers in the community and the capacity and quality of services/ programming that they provide.

	1 - Strongly Disagree	2	3 - Neutral	4	5 - Strongly Agree	N/A	Rating Average	Response Count
Wellness Seminars	3.0% (9)	5.4% (16)	30.5% (91)	35.6% (106)	23.2% (69)	2.3% (7)	3.72	298
Babysitter Training	8.0% (24)	11.7% (35)	30.4% (91)	29.1% (87)	17.4% (52)	3.3% (10)	3.37	299
CPR/First Aid Training	1.7% (5)	4.3% (13)	17.7% (53)	40.0% (120)	32.7% (98)	3.7% (11)	4.01	300
Massage	16.1% (48)	20.7% (62)	34.1% (102)	16.4% (49)	10.7% (32)	2.0% (6)	2.85	299
Dance	8.4% (25)	9.1% (27)	37.6% (112)	31.9% (95)	10.4% (31)	2.7% (8)	3.28	298
Creative Arts (Painting, Pottery, Sculpture)	19.8% (59)	18.5% (55)	39.9% (119)	12.1% (36)	6.7% (20)	3.0% (9)	2.66	298
Drama/Theater	23.4% (70)	29.1% (87)	35.5% (106)	6.0% (18)	4.0% (12)	2.0% (6)	2.37	299
Music Lessons	23.2% (69)	26.8% (80)	33.9% (101)	7.4% (22)	6.4% (19)	2.3% (7)	2.46	298
Holiday Special Events	6.7% (20)	11.4% (34)	37.9% (113)	29.5% (88)	12.4% (37)	2.0% (6)	3.30	298
Senior Social Activities	9.4% (28)	11.7% (35)	41.8% (125)	23.4% (70)	10.4% (31)	3.3% (10)	3.14	299
Family Social Activities	6.0% (18)	11.0% (33)	42.0% (126)	24.0% (72)	14.0% (42)	3.0% (9)	3.30	300
Teen Social Activities	5.4% (16)	7.4% (22)	28.9% (86)	35.9% (107)	17.8% (53)	4.7% (14)	3.56	298
Other (please specify)								12



answered question 302

skipped question 0







7. How important do you consider the installation of a system of outdoor fitness components or stations along a segment of trail within Breckenridge as a new and needed recreation amenity?

		Response Percent	Response Count
Very Important		7.3%	22
Important		10.6%	32
Nice To Have		48.7%	147
Not Very Important		22.2%	67
Unnecessary		11.3%	34
		answered question	302
		skipped question	0

8. Have you (or a member of your family) participated in a Recreation Department sponsored event, program, or activity during the last three months?

		Response Percent	Response Count
Yes		66.6%	201
No		33.4%	101
		answered question	302
		skipped question	0

9. If you answered NO in Question #8, please specify the reason below.

		Response Percent	Response Count
The programs offered do not meet my needs or interests		16.5%	17
The dates and times offered do not meet my needs		35.9%	37
I am not interested in participating in recreation programs		7.8%	8
I have participated in the past and not been satisfied with the quality of the programs		1.0%	1
I cannot afford to participate in Recreation Department sponsored programs		7.8%	8
Other (please specify the reason)		31.1%	32
answered question			103
skipped question			199

10. If you could make one change to improve the recreational facilities or programming available in our area what would it be?

	Response Count
	295
answered question	295
skipped question	7

11. In what category does your age fall?

		Response Percent	Response Count
Under 18		1.7%	5
19 - 24		2.3%	7
25 - 29		5.0%	15
30 - 39		19.2%	58
40 - 49		31.8%	96
50 - 59		25.2%	76
60 - 69		13.2%	40
Over 70		1.7%	5
answered question			302
skipped question			0

12. Are you married?

		Response Percent	Response Count
Yes		68.2%	204
No		31.8%	95
answered question			299
skipped question			3

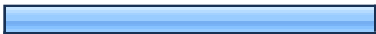




13. What are the ages of your children? (Check all that apply)

		Response Percent	Response Count
Children ages Birth to 5 years	<input type="checkbox"/>	13.6%	41
Children ages 6 to 12 years	<input type="checkbox"/>	23.5%	71
Children ages 13 to 18 years	<input type="checkbox"/>	13.6%	41
Children ages 18+ years	<input type="checkbox"/>	25.5%	77
I do not have children	<input type="checkbox"/>	37.1%	112
answered question			302
skipped question			0



14. What is your approximate household income?

		Response Percent	Response Count
Less than \$30,000	<input type="checkbox"/>	4.3%	13
\$30,000 - \$40,000	<input type="checkbox"/>	5.3%	16
\$40,000 - \$50,000	<input type="checkbox"/>	8.3%	25
\$50,000 - \$60,000	<input type="checkbox"/>	7.0%	21
\$60,000 - \$70,000	<input type="checkbox"/>	7.3%	22
\$70,000 - \$90,000	<input type="checkbox"/>	12.9%	39
\$90,000 - \$120,000	<input type="checkbox"/>	15.2%	46
More than \$120,000	<input type="checkbox"/>	16.2%	49
I prefer not to answer	<input type="checkbox"/>	23.5%	71
answered question			302
skipped question			0










15. Which of the following categories best describes your employment status?

		Response Percent	Response Count
Employed full time		55.6%	168
Employed part time		13.6%	41
Employed at more than one job		14.2%	43
Currently unemployed		2.3%	7
Retired		14.2%	43
answered question			302
skipped question			0

16. Would you like to be contacted by Recreation Department Staff regarding your answers?

		Response Percent	Response Count
Yes		7.5%	22
No		92.5%	271
answered question			293
skipped question			9

17. Optional contact information

		Response Percent	Response Count
Name:		83.0%	44
Address:		69.8%	37
Address 2:		11.3%	6
City/Town:		81.1%	43
State:		81.1%	43
ZIP:		75.5%	40
Country:		47.2%	25
Email Address:		81.1%	43
Phone Number:		60.4%	32
answered question			53
skipped question			249

Page 1, Q2. On a scale of 1 to 5, tell us how you feel about the reasons the Recreation Department should provide services to guests and the community.

1	I absolutely love the recreation center in Breckenridge I have been working there over a year. I volunteer every chance I g	Apr 25, 2012 5:24 PM
2	It would be nice if bearily big had better hours and some type of punch pass or something associated with a pass to help make it more affordable. When you have little ones its pretty hard to get to the gym to work out without daycare.	Apr 17, 2012 10:51 PM
3	Yes, for residents only	Apr 16, 2012 11:30 AM
4	Need to offer more Senior Fitness Programs & activities	Apr 10, 2012 10:52 AM
5	Should extend the pool to be outside as well.	Apr 9, 2012 1:25 PM
6	My family LOVES the summer camps and classes. Young Miner's Camp was a HUGE hit. Rock climbing classes. Hiking. Learning to use compasses etc. Little learners. All these things have blessed my family. One thing that would be nice...More week long camps (like Young Miners etc) but at the same time as a Little Learners. So if a family has an 8 yr old AND a 3 yr old, both kids can go to camp at the same time. :)	Apr 5, 2012 12:11 PM
7	Provide an answer of NA...for example I know nothing of elderly programs	Apr 5, 2012 4:26 AM
8	I think the town's rec facilities are superior to most and I value the financial support the town gives to the facilities. I do believe the town should offer the Free Ride bus service to all 3 rec facilities, including Gold Run Nordic Center which is left out. Thus many visitors cannot partake in Nordic skiing without paying for a taxi.	Apr 4, 2012 7:22 PM
9	The fitness classes are the best!	Apr 4, 2012 4:53 PM
10	events being recreation-based events	Apr 4, 2012 2:36 PM
11	The first section should start with a box for never in addition to less than 5. How about converting the tennis court to freestyle and skate park? Seems like a waste of space since only 8 people can use it at once.	Apr 3, 2012 9:37 PM
12	On certain week nights the after school programs are taking over the Rec Center. The parents park wherever they feel like it (anywhere other than actual legal parking spots). The parking lot and sidewalks outside of the rec center are not safe when the parents come to pick up their kids. Also, I have seen kids running around the weight room without any adult supervision, this is an accident waiting to happen. I would request no increase and consideration in a decrease in the amount of children's programs at the rec center. Thank you.	Apr 3, 2012 11:27 AM
13	we really only use the ice rink.	Apr 3, 2012 11:19 AM
14	I love the rec center and the services they offer. I don't have children, my main reason for visiting the rec center is for exercise, but when I see a lot of children there in the afternoon, or seniors mid-day, I feel that the most special thing about the rec center is that if you pay your \$400 per year, there is something for you to enjoy.	Apr 3, 2012 10:55 AM
15	Feel a Silver Sneaker program should be provided	Apr 2, 2012 7:05 PM

Page 1, Q2. On a scale of 1 to 5, tell us how you feel about the reasons the Recreation Department should provide services to guests and the community.

16	if the rec center were open unitl 10 like it used to be, i would be able to use it more often.	Apr 2, 2012 6:58 PM
17	More yoga	Apr 2, 2012 1:39 PM
18	a few weekend or night programs for toddlers of working parents that can't some during weekdays.	Apr 2, 2012 9:51 AM
19	The ice rink is very poorly run. The programs are dying because nobody does their jub there. Too bad, because I really like going there.	Mar 31, 2012 2:11 PM
20	provide rec opportunities for all populations. Set the price to cover your costs (probably more expensive if it is less popular program/activity). It's a great service to the community to have after school programs etc... and events that bring the community out to be active are so valuable in many ways. THANKS!	Mar 30, 2012 9:12 PM
21	WHY don't you participate in the Silver Sneakers program? You have lots of outdoor tennis courts that are often not used much of the day. Have you considered adding some pickle ball court times? Also, why does the town take care of the rec center so well but would not resurface the free tennis courts at Carter Park. This is a good example where they city has neglected the less fortunate but it eager to supply services to those who can pay.	Mar 30, 2012 9:11 PM
22	you provide an essential service to the community, keep up the good work!	Mar 29, 2012 8:05 PM
23	I think the senior center can provide more opportunities to seniors.	Mar 29, 2012 3:42 PM
24	Should meet the needs of the community first. Second would provide for visitors, especially in spring and fall.	Mar 29, 2012 2:26 PM
25	I think that you offer a decent rate for students to be able to utilize your facilities but it is very expensive for adults. I have purchased passes in the past but and not able to do so any longer. I am a single parent of two children and don't meet the requirements for financial aid.	Mar 29, 2012 1:15 PM

Page 1, Q3. On a scale of 1 to 5, tell us how you feel about the following statements.

1	I have participated in a lot of classes that are offered at the Rec center and i couldn't be more happier, I think they do a wonderful job thinking about every category of age.	Apr 25, 2012 5:24 PM
2	I think the recreation center could increase its membership by providing better discounts. They could discount it for people who work and provide proof of employment within the town "workers pass" and also better deals for family membership or couple membership. The fees are pretty high when you consider the cost of living. These discounts should be income based. They could go through a separate process to qualify and then once they receive a "qualification letter" they can bring into the front desk for the appropriate discount.	Apr 17, 2012 10:51 PM
3	Does the subsidy fit the intent/mission/budget? (regarding financial assistance)	Apr 12, 2012 12:13 PM
4	Provide a way for those needing financial assistance to work for their membership	Apr 12, 2012 12:04 PM
5	Fees are pretty reasonable.	Apr 11, 2012 9:53 PM
6	I don't think you provide opportunities to low income residents. I can hardly afford it, and I work 60+ hours a week! It's REALLY a bummer that I have been a Breckenridge resident for almost 20 years, yet according to your "map" I can't get the in town discount. Someone who comes here for a season can get the discount for working in town. (I own my own business, so I don't qualify).	Apr 6, 2012 5:00 PM
7	i believe the facilities would fail without the town's financial backing because prices would be prohibitive for locals and guests. The town must continue to provide financial assistance. Go ahead and charge visitors more, but sill back your programs, please!	Apr 4, 2012 7:22 PM
8	reduce rate for teachers, fireman, people of the community, not so much for seasonal..	Apr 4, 2012 4:53 PM
9	As nice as it would be to see money go to people who can't afford the rec center, I think there could be a better use of money than free rec center use.	Apr 3, 2012 10:55 AM
10	Maybe instead of providing financial assestance, the Rec Center could offer volunteer oportunities or the possibility to work for a pass	Apr 3, 2012 10:10 AM
11	full-time summit county residents should pay less for facility use than part-time residents and visitors.	Apr 3, 2012 7:16 AM
12	The Breck Rec Center should supplement people who live in the Town of Breckenridge and charge those who work within the town a supplemental rate as well. Those who do not live and/or work within the TOB should pay full price and maybe even a little more.	Apr 2, 2012 8:53 PM
13	As a facility that is subsidized by the Town of Breckenridge, I do believe that the Rec Center has the means to provide it's services to all (by means of subsidy, as necessary).	Apr 2, 2012 1:53 PM
14	I don't think, for example, that we should not offer Yoga because Meta Yoga is in town-if that is what you meant by classes that are already offered. They cost a	Apr 2, 2012 1:46 PM

Page 1, Q3. On a scale of 1 to 5, tell us how you feel about the following statements.

	lot more and are for a different customer base. I think the Rec Center is doing exactly what it was intended- a place where all community members can gather and use to be healthy. A by product is all of the tourists/guests using the facility and that is fantastic. Finally, the after school program is filling a huge need.	
15	More yoga	Apr 2, 2012 1:39 PM
16	The facility should offer programs even if offered by other if REQUESTED by the public. (questions 1 and 4 are similar with a subtle difference)	Apr 2, 2012 7:46 AM
17	having financial assistance for some people opens a large can of worms... most of our winter resort workers qualify for medical assistance due to low wages, so be careful that your criteria do not classify more folk than you expected in the category that gets assistance. Maybe scholarships on application are a better way to encourage fitness/activity. Or a committee separate to the rec centre staff that make awards?	Mar 30, 2012 9:12 PM
18	I think that the population you server, including out of town guests varies too widely to be able to provide age / level specific classes and programs.	Mar 30, 2012 9:20 AM
19	As with everything else, the residents in our Community that most need the Rec Center services are those that can least afford it. The Rec Center is really cost prohibitive for many folks in our Community and that is a shame!	Mar 29, 2012 11:52 PM
20	you should not provide duplicative services if they are available elsewhere IF they are accessable and affordable	Mar 29, 2012 8:05 PM
21	The Rec Center should offer Silver Sneakers participants to use the facility.	Mar 29, 2012 7:37 PM
22	these questions are confusing and duplicative. I don't believe you are going to receive good results due to the respondents not being able to decern what the questions are after	Mar 29, 2012 6:45 PM
23	The department should offer programs even if they are offered elsewhere. If the program is offered next door then probably not. If the program is offered in Silverthorne, then I think it would be adventageous for the BRC to offer the program.	Mar 29, 2012 5:31 PM
24	should be a better balance..locals cannot afford it & vacationers can	Mar 29, 2012 4:07 PM
25	Fulltime residents should not be charged as much	Mar 29, 2012 2:19 PM
26	Not sure what to think of the questions about financial assistance. While I want all to be able to participate I don't feel taxpayers should be footing the bill for some that may not have the money. Do some not have the money due to REAL hardship OR do they not have the money because they are careless on how they spend their money and have a sense of "entitlement".	Mar 29, 2012 1:36 PM
27	If the number of services and programs is limited (and of course it is), they should be focused more toward the beginner level(s). Advanced recreationalists probably don't need the same level of programs and services as beginners. (I'm a more advanced recreationalist in many areas.)	Mar 29, 2012 1:15 PM

Page 1, Q4. On a scale of 1 to 5, indicate whether the Recreation Department should offer the following youth and adult recreation programs. Please keep in mind other service providers in the community and the capacity and quality of services/ programming that they provide.

1	Kickball would be fun to have one night a week during the summer.	Apr 25, 2012 5:24 PM
2	Not sure what else the community offers....should be a central bulletin board or way of hearing about all offerings	Apr 11, 2012 8:38 PM
3	More drop in classes. Especially at night, late afternoon, and weekends. Specifically, we need more Pilates!	Apr 6, 2012 5:00 PM
4	I would like to see exercise classes for youths--boot camp or a after care program that is included in membership for older children...11 year olds	Apr 5, 2012 8:37 PM
5	Ice Skating lessons - skate and bmx park clinics	Apr 5, 2012 8:45 AM
6	Outdoor youth programs - hiking, biking, wintersports, etc.	Apr 4, 2012 10:54 PM
7	There are very few programs for toddlers, so please keep tumbling and swimming	Apr 4, 2012 7:22 PM
8	I guess I don't care if the classes are drop in or registered. Although it seems more cost effective to require registration.	Apr 2, 2012 1:53 PM
9	more zumba classes	Apr 2, 2012 1:45 PM
10	More Yoga	Apr 2, 2012 1:39 PM
11	While I do not believe Rec should inherently be in the child care business, there is a need and there are limited providers for older children.	Apr 2, 2012 9:48 AM
12	music lessons w/ bus from school	Apr 1, 2012 11:34 AM
13	More cycling programs	Mar 31, 2012 11:46 AM
14	every age group should have access to training to gain new skills. The schools should be facilitating the youth leagues and team sports. Swim teams etc.. should take on more of the organisation themselves and take the pressure off the rec centre.	Mar 30, 2012 9:12 PM
15	This was hard to answer. Offer all of the above? At what cost to the individual? You can offer anything if it pays for itself. Would some of the above be subsidized?	Mar 30, 2012 9:11 PM
16	I think that all fitness classes should be offered as part of your daily admission. It's ludicrous to expect Rec Center users to pay a daily, monthly or yearly fee and then charge them more to enroll in a fitness class.	Mar 29, 2012 11:52 PM
17	Before School Care is not offered ANYWHERE in Breck!	Mar 29, 2012 3:42 PM

Page 1, Q5. On a scale of 1 to 5, indicate whether the Recreation Department should offer the following youth and adult outdoor programs. Please keep in mind other service providers in the community and the capacity and quality of services/ programming that they provide.

1	Rock climbing/belay rides for kids under age 6, on different days of week or on weekends.	Apr 11, 2012 9:53 PM
2	Youth Rock Climbing (indoor) is sooo expensive! Why? I would love to get my daughter involved, but only the rich residents can join.	Apr 6, 2012 5:00 PM
3	needs to be affordable!	Apr 5, 2012 8:37 PM
4	Ice Skating lessons - skate and bmx park clinics	Apr 5, 2012 8:45 AM
5	The more outdoor activities we can offer, the better to keep people fit in the winter and summer. Many of our guests will only get to experience these things when they come here and it can draw them back for experiences of a lifetime. You will only hurt our town if any are cut.	Apr 4, 2012 7:22 PM
6	group bike rides	Apr 2, 2012 7:41 PM
7	If there are enough people who sign up and are willing to pay for these, by all means offer the classes. You need to make money doing it, however.	Apr 2, 2012 1:46 PM
8	More yoga	Apr 2, 2012 1:39 PM
9	With regard to mtn biking, there are plenty of organized opportunities;however some feel the other oppotunities require experience. The Rec Ctr provides an alternative where people feel comfortable to get started.	Apr 2, 2012 9:48 AM
10	Bill Koch program is great!!	Apr 1, 2012 11:34 AM
11	surely the rangers and search/rescue organisations should take on some of these roles. Maybe booking rec centre facilities to be used, but why is the rec centre funding the admin of some of this?	Mar 30, 2012 9:12 PM
12	Again, it is fine to offer all of the above if paying clients can support the class.	Mar 30, 2012 9:11 PM
13	Go outside and figure this stuff out!	Mar 29, 2012 1:39 PM

Page 1, Q6. On a scale of 1 to 5, indicate whether the Recreation Department should offer the following enrichment and lifetime programs. Please keep in mind other service providers in the community and the capacity and quality of services/ programming that they provide.

1	I like the pottery/ceramics, but i support it being offered in the arts district, and I don't think that affiliated with the Town Recreation program.	Apr 17, 2012 10:51 PM
2	I don't think Music Lessons should come from the Rec Center, but I'd love to see more options somewhere (not for you to decide)	Apr 12, 2012 12:13 PM
3	Whatever you have room and interest for. It is OUR rec center.	Apr 4, 2012 10:54 PM
4	Many of these lifetime programs families can get for free or very low cost within the community	Apr 4, 2012 7:22 PM
5	teen social is essential!	Apr 4, 2012 4:53 PM
6	Sometimes I think when the 'establishment' organizes things for teens, it becomes uncool to the teens and they don't want to participate. (At least that's my memory of being a teenager)	Apr 3, 2012 10:55 AM
7	These seem pretty specialized, I think you are deviating from the purpose of a recreation center	Apr 2, 2012 1:46 PM
8	More yoga	Apr 2, 2012 1:39 PM
9	Arts offerings are also important but should be conducted through an expanded arts district	Apr 2, 2012 1:33 PM
10	Count my vote ONLY if an offered class is self supporting. Sure, offer anything, but be sure it pays for itself.	Mar 30, 2012 9:11 PM
11	again, the senior center caters to seniors. the rec center doesn't have to.	Mar 29, 2012 3:42 PM
12	Focus!	Mar 29, 2012 1:51 PM

Page 1, Q9. If you answered NO in Question #8, please specify the reason below.

1	We're seasonal and I was not interested this winter.	Apr 30, 2012 6:51 PM
2	Out of town	Apr 13, 2012 9:45 AM
3	-	Apr 13, 2012 9:10 AM
4	Just recently moved to Breck	Apr 12, 2012 12:22 PM
5	ski season	Apr 9, 2012 9:53 PM
6	No interest in events as of late. Prefer your summer activities.	Apr 9, 2012 12:55 PM
7	Need a drop occasional drop in class like yoga.	Apr 6, 2012 5:12 PM
8	Some events are expensive....others a great value...parent's night out. :)	Apr 5, 2012 8:37 PM
9	I am a twice yearly visitor to the town so have limited time to do things.	Apr 4, 2012 11:35 PM
10	Busy doing other things	Apr 4, 2012 12:58 PM
11	Programs were not of interest to me	Apr 4, 2012 12:13 PM
12	Need much more advertising for events. There is a lack of.	Apr 4, 2012 12:00 PM
13	Even though I do not personally use these facilities, I support the rec center as vital to our community.	Apr 3, 2012 1:34 PM
14	Have only limited interest in large group events -- don't like to deal with crowds.	Apr 3, 2012 10:18 AM
15	I come to Breckenridge only on the weekends currently, but when I retire, I would take advantage of these offerings more!	Apr 2, 2012 7:11 PM
16	Nothing in the last 3 months worked with my interests and schedule	Apr 2, 2012 3:46 PM
17	I use the Rec center facilities to support my personal fitness goals, all of which are solitary running, stretching,stationary bike,weight training, and swimming. Don't need any help or supervision from staff.	Apr 2, 2012 2:52 PM
18	Have been busy	Apr 2, 2012 2:50 PM
19	Winter is just too busy...	Apr 2, 2012 2:46 PM
20	I've just been busy over the winter, but I'm still interested in participating in the future.	Apr 2, 2012 1:53 PM
21	I wasn't around in the last three months	Mar 31, 2012 7:01 PM
22	in the winter, i am mostly outside on my own. It's spring and fall that i need you guys!	Mar 31, 2012 9:30 AM
23	Exactly what do you mean? SPONSORED? Is this different from just going to the rec center and using the facilities or being in a class?	Mar 30, 2012 9:11 PM
24	I am only in Breckenridge during July and August	Mar 30, 2012 4:52 PM

Page 1, Q9. If you answered NO in Question #8, please specify the reason below.

25	said yes	Mar 30, 2012 12:18 PM
26	im a frequent visitor, wasnt there in last 3 months	Mar 29, 2012 8:05 PM
27	I only reside in Breck during the summer months.	Mar 29, 2012 6:29 PM
28	We are only seasonal members.	Mar 29, 2012 4:01 PM
29	I have been dealing with serious medical issues and unable to participate, but hope to do so by summer 2012.	Mar 29, 2012 2:53 PM
30	busy with other activities--Nordic Skiing in winter--some times at Gold Run	Mar 29, 2012 2:26 PM
31	I have not been to Breckenridge in the last three months.	Mar 29, 2012 2:15 PM
32	I'm a summer resident	Mar 29, 2012 1:03 PM

Page 1, Q10. If you could make one change to improve the recreational facilities or programming available in our area what would it be?

1	I like the rec center as it is.	Apr 30, 2012 6:51 PM
2	No kids in outdoor hot tub	Apr 25, 2012 7:36 PM
3	As of right now there is nothing I would change. Outside of the amazing people that are moving on from their position I hope the people coming in fills the position with pride and confidence. Erin Socks is the most amazing person in that place, she is going to grad school and is truly going to be missed.	Apr 25, 2012 5:24 PM
4	not sure	Apr 24, 2012 6:14 PM
5	-	Apr 23, 2012 12:01 PM
6	A larger variety of sports equipment offered.	Apr 23, 2012 11:52 AM
7	-	Apr 23, 2012 11:48 AM
8	More activities	Apr 23, 2012 11:45 AM
9	sponsored hikes/showshoe	Apr 22, 2012 3:59 PM
10	Outdoor pool	Apr 21, 2012 10:35 PM
11	Lower cost	Apr 20, 2012 11:20 AM
12	Outdoor swimming pool	Apr 18, 2012 3:34 PM
13	-	Apr 18, 2012 1:23 PM
14	Bus transport to support Weekday Bill Koch program	Apr 18, 2012 6:55 AM
15	An outdoor pool area and deck. This is one thing the rec center is missing. I know it would be tough to operate in the winter, but by covering the pool during the winter overnight and limiting the hours perhaps for the outdoor pool, energy can be conserved. This would be money well spent. Also an indoor "performance center" might be cool. I was researching online for some performance sports and with so many athletically inclined people in Breckenridge, catering a little bit to those people with some innovative programs to get in shape. It would also be utilized by the youth that participate in competitive HS sports.	Apr 17, 2012 10:51 PM
16	I wish the cost for a rec center pass would be less for locals.	Apr 17, 2012 1:02 PM
17	bigger weight room	Apr 17, 2012 12:03 PM
18	Showers, TVs on cardio equipment that work	Apr 16, 2012 9:50 PM
19	monday am fitness class like cardio blast! It's the best fitness class that you guys offer :)	Apr 16, 2012 8:22 PM
20	More programs for kids that are outside the normal work hours of 8 am to 5 pm	Apr 16, 2012 4:21 PM
21	Back to the 25cent lockers	Apr 16, 2012 3:42 PM

Page 1, Q10. If you could make one change to improve the recreational facilities or programming available in our area what would it be?

22	More specific programs/support for locals only.	Apr 16, 2012 11:30 AM
23	increase the heat of the pool - PLEASE!!	Apr 16, 2012 10:39 AM
24	not sure, maybe communication to know of programs for elem age school kids, thanks	Apr 16, 2012 8:38 AM
25	Stop time at 1st period adult hockey league.	Apr 16, 2012 8:16 AM
26	Better hours on sunday during the summer!!!!	Apr 15, 2012 5:43 PM
27	Start morning classess at 6 am so that members can get to work since that is the primary participation group.	Apr 14, 2012 4:26 PM
28	outdoor pool	Apr 14, 2012 4:07 PM
29	na	Apr 14, 2012 1:33 AM
30	Spin class room is pathetically hot...can't believe that the Breck rec center won't fund better circulation in there....its a safety concern; also the family locker room is not large enough to meet the needs of all of the families that utilize it daily	Apr 13, 2012 4:02 PM
31	Offer a wider variety of drop-in fitness classes. Too much Body Pump	Apr 13, 2012 9:58 AM
32	I think Rec Department does a good job! Thanks!	Apr 13, 2012 9:51 AM
33	No "moning" when weight lifting	Apr 13, 2012 9:45 AM
34	Nicer adults.	Apr 13, 2012 9:36 AM
35	-	Apr 13, 2012 9:27 AM
36	Classes that are not right in the middle of the day and more variety.	Apr 13, 2012 9:19 AM
37	-	Apr 13, 2012 9:10 AM
38	Better deals for locals to motivate my butt to get in there.	Apr 13, 2012 9:02 AM
39	Provide tennis classes in the evening for people who also work a full time job.	Apr 13, 2012 8:50 AM
40	Maybe think about offering younger kids swim lessons during the day on a week day... young kids having a swim lesson late in the day is not ideal and Saturday does not work for everybody's schedule which is the only option for a day time lesson	Apr 12, 2012 10:41 PM
41	More free gym for basketball	Apr 12, 2012 12:37 PM
42	Bigger steam room & sauna	Apr 12, 2012 12:32 PM
43	-	Apr 12, 2012 12:26 PM
44	-	Apr 12, 2012 12:22 PM

Page 1, Q10. If you could make one change to improve the recreational facilities or programming available in our area what would it be?

45	-	Apr 12, 2012 12:17 PM
46	Pool complex needs expansion. We are world renown and I believe our pool is a huge draw pre/post/between all other activities (ski, hike, etc.) BUT our pool is weak. Check out Avon, Boulder North, Silverthorne!	Apr 12, 2012 12:13 PM
47	Put more fans in the cardio workout area.	Apr 12, 2012 12:04 PM
48	-	Apr 12, 2012 11:58 AM
49	-	Apr 12, 2012 11:51 AM
50	better gymnastics facility, more climbing space, time when kids could use the indoor track or upstairs fitness area (with parental supervision)	Apr 12, 2012 8:53 AM
51	Increase hours on Sunday!!	Apr 11, 2012 9:53 PM
52	Better instructors	Apr 11, 2012 9:50 PM
53	I think the offerings are fine, but the promotion of activities could be enhanced.	Apr 11, 2012 8:38 PM
54	Tennis for youths 5-7	Apr 11, 2012 6:36 PM
55	Fitness classes offered earlier in the evening.	Apr 11, 2012 5:26 PM
56	N/A	Apr 11, 2012 5:21 PM
57	More options for after school and summer camp programs. Need more variety.	Apr 11, 2012 4:21 PM
58	Have 12 munute stop time for all 3 periods at Adult hockey games, not 12 min running time during the first period. The teams support the rink big time!	Apr 11, 2012 3:42 PM
59	Open the pool/rec center earlier on Sundays!	Apr 10, 2012 10:52 AM
60	longer hours	Apr 9, 2012 9:53 PM
61	More drop-in fitness classes and pre-natal classes.	Apr 9, 2012 7:12 PM
62	Need an outdoor pool component. Inside pool is not conducive to taking advantage of the areas beauty, especially in the summer. Expensive yes, worth it, yes.	Apr 9, 2012 1:25 PM
63	Add more QUALITY cardio equipment (treadmills)!!!! It is ridiculous to have to wait for a machine.	Apr 9, 2012 12:55 PM
64	.	Apr 8, 2012 11:31 AM
65	More drop in programs/classes - no membership required	Apr 6, 2012 5:12 PM
66	More drop-in classes, especially Pilates. I don't even think there are any Pilates classes Tuesday, Thursday, Sturday or Sunday. More weekend drop-in classes.	Apr 6, 2012 5:00 PM
67	lower the price!	Apr 6, 2012 3:32 PM

Page 1, Q10. If you could make one change to improve the recreational facilities or programming available in our area what would it be?

68	Expanded hours on Sundays	Apr 6, 2012 3:08 PM
69	Sweep the floor more often at the rink where the skaters walk, esp. in the locker rooms, in front of the players benches and in between. Debris and mud gets tracked in , mopping once a day doesn't do enough there.Gets dirty after high school practice.	Apr 6, 2012 12:32 PM
70	We need a wider variety of classes, more classes at night, and classes that are shorter. I feel that we are very "behind the times" in our class offerings. Not everyone is interested in BodyPump. I would like to see some barre classes or Soul Cycle... those seem to be very trendy and popular in other places, so Breckenridge should have them as well. Classes offered after work would be nice for people that work. The rec center is really busy at 5:30, and I think a lot of those people in the cardio area would be interested in classes then as well. I also think there should be some 40-45 minute classes offered to people that can not take a full one hour (or longer) class.	Apr 6, 2012 11:04 AM
71	Change 1st period of Adult Hockey Games to 15 minute Running Time...only adds 3 minutes to the game. At least consider it for A and B Leagues. Add a squat rack...there used to be three, now only two.	Apr 6, 2012 10:36 AM
72	Stick to exercise based programs.Guitar or drum lessons are a waste of taxpayers money.	Apr 6, 2012 9:34 AM
73	Only use the ice arena and I'm happy with it.	Apr 6, 2012 9:31 AM
74	The hours bounce all over the place.	Apr 5, 2012 9:47 PM
75	lower the fees! have child care for older children included in the fees. Membership in the ymca in orlando, fl is \$93/mo for a family!!! It includes child care for younger & older children.	Apr 5, 2012 8:37 PM
76	Steam room working more consistently	Apr 5, 2012 5:55 PM
77	I just wish there could be bus transport for Bill Koch Program on Thursdays so my kiddo could attend after school session.	Apr 5, 2012 4:47 PM
78	N/A	Apr 5, 2012 12:57 PM
79	More week long camps for kids. Not talking about the whole day camp (BMC I think its called) but things like Young Miners, etc. Also, cub scout merit badge seminars would be great.	Apr 5, 2012 12:11 PM
80	outdoor pool	Apr 5, 2012 11:04 AM
81	Continue to improve the Nordic skiing programs. Introduce ski jumping for youths.	Apr 5, 2012 9:28 AM
82	A proper playground in the downtown core of Town near Riverwalk. Additional skate/bmx park near core of town. Frisco Peninsula style jumps or trials park possibly at Carter Park. Frisbee golf course in the dredge piles at the B and B trailhead in French Gulch. Bathrooms along bike path between Frisco and Breck.	Apr 5, 2012 8:45 AM

Page 1, Q10. If you could make one change to improve the recreational facilities or programming available in our area what would it be?

83	Outdoor tennis nets up earlier in the season. A social lounge area.	Apr 5, 2012 8:11 AM
84	Bring back e league hockey, or make the the top teams from d league move up to C. 4 teams in c league/12 in d league. And teams were turned away from d league because it was full. The top 3 teams in D league (every year) could compete in C league. Or just bring back e league.	Apr 5, 2012 8:05 AM
85	Dont make indoor tennis such a rip off. \$10 bucks is alright to get in buy to play an hour of tennis with a towel is \$31! I couldnt count the number of times I have come in to the rec center to find the tennis courts empty with no reservations for the evening but the lights remain on and we are unable to use the courts.	Apr 5, 2012 4:26 AM
86	It's great. But I really think a before school program would definitely be used by working parents.	Apr 5, 2012 4:13 AM
87	Rock and ice climbing lessons	Apr 4, 2012 11:35 PM
88	Move the busstop (from Frisco) over to the side road nearer the gym entrance so my kids can take the bus and walk safely to the gym.	Apr 4, 2012 10:54 PM
89	None	Apr 4, 2012 8:22 PM
90	Lower rec center fees.	Apr 4, 2012 8:13 PM
91	Update group fitness programs, keep up with the latest new routine or activity. Zumba is old, my body is used to body pump, spinning is boring. Powerlifters stop dropping weights, or get their own room. Fix broken cable machine.	Apr 4, 2012 7:37 PM
92	Improve our transportation system to get guests and locals to ice arena, Gold Run Nordic Center/golf course and rec center more frequently. It will save gas and get guests/locals where they want to go.	Apr 4, 2012 7:22 PM
93	Promote gold run Nordic center more	Apr 4, 2012 7:22 PM
94	Na	Apr 4, 2012 5:11 PM
95	more teenager programs geared towards high schoolers	Apr 4, 2012 4:53 PM
96	Better communications of available programs, posted outside of rec. Facilities.	Apr 4, 2012 4:49 PM
97	More punch pass flexibility.	Apr 4, 2012 4:33 PM
98	more yoga classes later at night. 7pm - 8pm. add a mediation class once or twice a week to carter park throughout the winter =) and have a yoga/mediation class on the weekend too.	Apr 4, 2012 4:28 PM
99	Include all Summit county residents as many of us live and work in Silverthorne, Dillon and other parts of the county.	Apr 4, 2012 3:21 PM
100	make the group fitness room larger - it's too small. Close off the spin class room - so music can get louder without disruption of the others	Apr 4, 2012 2:36 PM
101	I don't know.	Apr 4, 2012 2:27 PM

Page 1, Q10. If you could make one change to improve the recreational facilities or programming available in our area what would it be?

102	Stay open till 10pm	Apr 4, 2012 2:23 PM
103	more nordic and some trail building	Apr 4, 2012 1:29 PM
104	add mountain biking clinics (women specific) and kayak clinics (women specific)	Apr 4, 2012 1:11 PM
105	Don't know enough to make comment	Apr 4, 2012 12:58 PM
106	Change senior higher rate. It doesn't make sense that they get such a significant discount when most seniors living in Summit County can afford to pay more.	Apr 4, 2012 12:13 PM
107	More advertising regarding the adult hockey program. There are quite a few women hockey players in Summit County that would join if only they knew who to contact. There are definitely flaws in the current hockey program that could use some attention to improve the interest with players. This is for both the Women's and the co-ed league.	Apr 4, 2012 12:00 PM
108	I am not sure I know enough about all the programs to comment but I do fully support the continued support for Nordic Skiing especially for kids 18 and under.	Apr 4, 2012 11:42 AM
109	Public playground outside pool area.	Apr 4, 2012 10:52 AM
110	Transportation to club house both winter and summer	Apr 4, 2012 10:20 AM
111	You are a gym. Are all of these programs going to be paid by participants or through tax dollars	Apr 4, 2012 10:10 AM
112	More programming for the under privileged.	Apr 4, 2012 10:09 AM
113	The adult hockey leagues could use some major adjustments. Such as evening out the leagues and skill level. Some of the teams in the D-league should be forced to move to the C level or split the D into 2 divisions. Also find a way to adjust the A and C league so there are more teams, maybe combine A and B. Create a men's in house league similar to the Betties. Add a women's only drop in during the Betties break.	Apr 4, 2012 10:08 AM
114	easier/beginner level fitness classes	Apr 4, 2012 1:06 AM
115	None	Apr 3, 2012 10:33 PM
116	Better organized figure skating program.	Apr 3, 2012 9:37 PM
117	Better communication about ice rink programs	Apr 3, 2012 8:57 PM
118	Outdoor pool	Apr 3, 2012 8:39 PM
119	Earlier hours on Sunday	Apr 3, 2012 8:19 PM
120	The locker room redo was very nice, but the showers have problems. Since the shower automatically turns off, the hot/cold levers aren't turned off by patrons and they don't correctly correspond to hot/cold. Sometimes there is no hot water.	Apr 3, 2012 8:15 PM
121	No ideas off the top of my head	Apr 3, 2012 6:06 PM

Page 1, Q10. If you could make one change to improve the recreational facilities or programming available in our area what would it be?

122	More hockey programs for adult woman. Lessons or private lessons.	Apr 3, 2012 6:06 PM
123	N/A	Apr 3, 2012 5:18 PM
124	unknown	Apr 3, 2012 4:41 PM
125	discounted rated for locals/people who make less than 20K a year	Apr 3, 2012 3:42 PM
126	Day free for Seniors once a week!	Apr 3, 2012 2:59 PM
127	make registration fees for the kids summer programs more affordable.	Apr 3, 2012 2:54 PM
128	Put in a bowling alley attached to the ice rink. Great for kids and adults, another public venue, revenue maker (possibly).	Apr 3, 2012 1:55 PM
129	?	Apr 3, 2012 1:54 PM
130	decrease cost for longer commitment	Apr 3, 2012 1:38 PM
131	Lets not have happened to Breck rec center as what happened at Silverthorne. Protect our kids. Get a surveillance system that works!	Apr 3, 2012 1:34 PM
132	A combined ice rink and rec center pass should be offered.	Apr 3, 2012 12:24 PM
133	No charge for outdoor, hard court tennis courts.	Apr 3, 2012 12:11 PM
134	I think we are very fortunate to have such an incredible staff in our rec department. I guess if I had to make one suggestion it would be to focus on our local community but not excluding or at the expense of the guests. That being said I think with a dedicated sales staff for ALL of our Town Assets we could better utilize them helping to offset some of the deficits and freeing up resources for more programming	Apr 3, 2012 11:52 AM
135	Less of an emphasis on children.	Apr 3, 2012 11:27 AM
136	More ice time for youth hockey.	Apr 3, 2012 11:19 AM
137	More indoor workout, weightroom, cardio space and equipment.	Apr 3, 2012 11:13 AM
138	I would like to see some drop-in hockey programs (youth)...Programs that are not such a big commitment.	Apr 3, 2012 11:04 AM
139	n/a	Apr 3, 2012 10:58 AM
140	I was a little surprised to see things like arts appear on the survey. While it's not a bad idea, I'd always considered the rec center to be about socializing through health and wellness. Also, I sometimes feel that some of the boys in the ladies locker room with their moms are a little too old.	Apr 3, 2012 10:55 AM
141	Expand the rec center. Machines upstairs are all very close to each other.	Apr 3, 2012 10:30 AM
142	more tennis courts	Apr 3, 2012 10:25 AM

Page 1, Q10. If you could make one change to improve the recreational facilities or programming available in our area what would it be?

143	Don't know enough about all of the programs to answer this question.	Apr 3, 2012 10:18 AM
144	Keep better control of the kids during the after school program, they run around screaming!	Apr 3, 2012 10:16 AM
145	I would put more fans in the cardio area of the rec center	Apr 3, 2012 10:10 AM
146	Add Masters Swimming program	Apr 3, 2012 9:54 AM
147	None at this time.	Apr 3, 2012 9:53 AM
148	NA	Apr 3, 2012 9:44 AM
149	Offer more programming for people older than 18.	Apr 3, 2012 9:34 AM
150	Update classes. Body pump needs more space more equipment and add more classes. Zumba needs to be more fun	Apr 3, 2012 7:46 AM
151	Very happy with facility and programs.	Apr 3, 2012 7:39 AM
152	Have personal trainers walking the areas and offering free assistance on using equipment properly and proper form. This would help users and help prevent injury.	Apr 3, 2012 7:16 AM
153	keep up the good work	Apr 3, 2012 6:31 AM
154	Utilize the outdoor ice arena with activities all summer. Lacrosse, soccer, etc, could all benefit.	Apr 3, 2012 6:15 AM
155	Open earlier on Sundays.	Apr 2, 2012 8:53 PM
156	Consistent hours, the changing is hard	Apr 2, 2012 8:38 PM
157	not sure	Apr 2, 2012 7:55 PM
158	upgrade spin bikes	Apr 2, 2012 7:41 PM
159	offer massages, maybe?	Apr 2, 2012 7:11 PM
160	More mid-morning fitness classes especially Body Pump & Spinning	Apr 2, 2012 7:05 PM
161	stay open until 10 like you used to	Apr 2, 2012 6:58 PM
162	lower cost for membership in rec center	Apr 2, 2012 6:09 PM
163	Full day camps like Hockey or Climbing that allow the parents to work without having to worry about what they will be doing with the second half of their day.	Apr 2, 2012 4:53 PM
164	More fitness classes!	Apr 2, 2012 4:46 PM
165	More lap times/lanes that work around peoples work schedules	Apr 2, 2012 3:51 PM
166	More meet and greets, and clinics/seminars with visiting and/or local experts (ie-	Apr 2, 2012 3:46 PM

Page 1, Q10. If you could make one change to improve the recreational facilities or programming available in our area what would it be?

	USSkiTeam)	
167	cheaper fees	Apr 2, 2012 2:54 PM
168	Resume opening the Rec Center at 8:00 on Sunday mornings.	Apr 2, 2012 2:52 PM
169	As revenue increases purchase new and updated weight and fitness equipment	Apr 2, 2012 2:50 PM
170	All good!	Apr 2, 2012 2:46 PM
171	Update the Swimming Area	Apr 2, 2012 2:24 PM
172	c	Apr 2, 2012 2:18 PM
173	more pool hours for lap swimming and possibly some kind of sign up system to balance the crowds at the pool	Apr 2, 2012 2:01 PM
174	more saturday programs for kids (during the summer & off seasons) - we're busy skiing in the winter.	Apr 2, 2012 1:53 PM
175	Add more indoor tennis courts	Apr 2, 2012 1:50 PM
176	Give the after school kids a place to change outside of the locker room.It is a loud, chaotic, unsupervised zoo in there after school when kids are going swimming- I stop attending classes in the summer because of it!	Apr 2, 2012 1:46 PM
177	more zumba classes	Apr 2, 2012 1:45 PM
178	More yoga	Apr 2, 2012 1:39 PM
179	Showers in the outdoor locker rooms at the ice arena	Apr 2, 2012 1:34 PM
180	At a minimum outdoor basketball facilities should be maintained on an annual basis. Outdoor basketball facilities are a great low cost recreational amenity, particularly for undeserved populations. it is shameful how neglected and dangerous they currently are. Please take some money out of the open space fund before building any new trails or buying another parcel for backdrop. Without later hours at the Rec Center it is doubtful i will renew my pass. Otherwise great job on your indoor recreational offerings and professional staff.	Apr 2, 2012 1:33 PM
181	Youth programs offered at bad times, for non-working parents.	Apr 2, 2012 1:31 PM
182	Better TV's in the cardio room, tinted glass or shades in the equipment area upstairs, Repair equipment faster when broken. I know that was not one thing, sorry.	Apr 2, 2012 1:29 PM
183	More focus on wellness and nutrition.	Apr 2, 2012 1:22 PM
184	Heat in the locker rooms & Hot water in the showers @ the ice rink.	Apr 2, 2012 12:45 PM
185	none	Apr 2, 2012 11:49 AM
186	cost - if you are playing for daycare, extra money for programs is hard to come	Apr 2, 2012 9:51 AM

Page 1, Q10. If you could make one change to improve the recreational facilities or programming available in our area what would it be?

	by.	
187	Make resident passes more affordable. I do not have a rec center pass because I can not afford the lump sum to get a 6 or 12 month pass. I qualified for a scholarship rate, and applied, but was denied. Was not given a reason why, and wonder why the scholarship exists, and who receives it.	Apr 2, 2012 9:50 AM
188	Stronger support for GNRC	Apr 2, 2012 9:48 AM
189	focus resources on greatest number of participants.	Apr 2, 2012 9:48 AM
190	extend the hours to match the real needs of the people that go there.	Apr 2, 2012 9:03 AM
191	nothing	Apr 2, 2012 8:34 AM
192	None	Apr 2, 2012 8:05 AM
193	keep the equipment working!	Apr 2, 2012 8:03 AM
194	Hot water in the ice arena showers	Apr 2, 2012 7:46 AM
195	Kingdom park is starting to look dated and needs and update.	Apr 2, 2012 6:23 AM
196	Love it! Great offerings.	Apr 1, 2012 5:26 PM
197	More fitness classes at varied times.	Apr 1, 2012 3:49 PM
198	More Hot Water at Stevem C, West	Apr 1, 2012 1:51 PM
199	More after school activites on fridays.	Apr 1, 2012 11:34 AM
200	I would like to see some type of indoor play facility for toddlers/kids that would always be open and available, especially during winter months.	Apr 1, 2012 10:18 AM
201	indoor tennis needs better illumination on both courts	Apr 1, 2012 9:39 AM
202	Squash court	Apr 1, 2012 9:06 AM
203	not sure	Apr 1, 2012 9:03 AM
204	The adult hockey league are the bread and butter of the arena. They deserve better organization, officiating and general overseeing. They should also move up the priority list into ice times.	Apr 1, 2012 8:38 AM
205	Showers at the ice rink could use a system to get hot water to the locker rooms. Usually ave to run all shower 5-19 minutes to get hat water.	Apr 1, 2012 7:36 AM
206	You all ready do a great deal for the community!	Mar 31, 2012 8:59 PM
207	Add a dog agility course somewhere so we can exercise with our best friends!	Mar 31, 2012 8:44 PM
208	Make hours of classes/events more widely distributed and available community for wide distribution and posted in easily read with large print around various	Mar 31, 2012 7:01 PM

Page 1, Q10. If you could make one change to improve the recreational facilities or programming available in our area what would it be?

	places in the community i.e.; city market post office store windows etc	
209	Friendlier swim instructors and kid access to the hottubs	Mar 31, 2012 6:03 PM
210	Better comfortable space for Yoga/Pilates seperate from Bdoym Pump/Aerobics/Fitness classes studio	Mar 31, 2012 5:57 PM
211	From my limited usage, I like the programs I utilize...Summer Childcare and adult hockey. I wish the online payment worked a lot better than it currently does for hockey, it is a big pain.	Mar 31, 2012 5:51 PM
212	Cover outdoor ice rink Turn heat up / on in indoor ice rink locker rooms Turn up heat during games and special events at ice rink.	Mar 31, 2012 5:31 PM
213	cover the outdoor rink at SCW arena	Mar 31, 2012 4:29 PM
214	Increased Ice Hockey leagues & Stick/Puck Sessions. Increased stream rehabilitation of the Blue River North of Breckenridge (The Steps & Stan Miller Stretch). Specifically bug life and fish stocking.	Mar 31, 2012 2:19 PM
215	Hire motivated people to run the ice rink before it dies!	Mar 31, 2012 2:11 PM
216	?	Mar 31, 2012 2:02 PM
217	add a master league to adult rec. hockey	Mar 31, 2012 1:38 PM
218	Yoga classes at the ice rink. I think they were available quite a few years ago. It was nice to have that option on the south side of town.	Mar 31, 2012 1:16 PM
219	More before and after work class times.	Mar 31, 2012 1:05 PM
220	Have qualified staff	Mar 31, 2012 12:38 PM
221	Get a different caterer at the Golf Club. Kitchen is dirty and service slow.	Mar 31, 2012 11:57 AM
222	Keep doing what you do. We love the rec center.	Mar 31, 2012 11:50 AM
223	Roof over the outdoor ice arena	Mar 31, 2012 11:46 AM
224	I would recommend squaring the weight machines to the windows and walls. When they are at an angle it's sometimes hard to get positioned properly.	Mar 31, 2012 11:10 AM
225	don't know	Mar 31, 2012 9:30 AM
226	Group fitness classes that begin around 8 or 9 am (specifically Yogalates and Body Pump.	Mar 31, 2012 8:10 AM
227	keep up the bodypump, spin classes... and get some kettlebells and / or vipr set ups to use in class or just for general gym equipment.	Mar 30, 2012 9:12 PM
228	Add Silver Sneakers	Mar 30, 2012 9:11 PM
229	More times for fitness classes.	Mar 30, 2012 7:58 PM

Page 1, Q10. If you could make one change to improve the recreational facilities or programming available in our area what would it be?

230	perhaps later hours	Mar 30, 2012 6:14 PM
231	Accept Silver Wings or other insurance based programs	Mar 30, 2012 5:51 PM
232	No suggestions. I think your facility and programming is excellent.	Mar 30, 2012 4:52 PM
233	More martial arts options	Mar 30, 2012 3:38 PM
234	indoor playground	Mar 30, 2012 3:36 PM
235	Tennis offered after work hours for participants. Not all can do 9 am or 12:30 pm classes when working full-time.	Mar 30, 2012 2:55 PM
236	can't think of anything	Mar 30, 2012 12:18 PM
237	no answer	Mar 30, 2012 10:38 AM
238	Not sure	Mar 30, 2012 10:26 AM
239	remodeled lockerrooms	Mar 30, 2012 10:04 AM
240	Longer hours, especially on Sundays	Mar 30, 2012 9:46 AM
241	More Variety	Mar 30, 2012 9:44 AM
242	Add a coffee station (in the am) and more seating up front to encourage some social interaction among the participatns at the rec center.	Mar 30, 2012 9:20 AM
243	Love the fitness classes. Wish I could take more - but my schedule is a problem.	Mar 30, 2012 7:56 AM
244	e-mail us the fitness class schedule monthly like Silverthorne does! :) Add a mom / baby workout class (on Thursdays!)	Mar 30, 2012 1:33 AM
245	Increase the temperature in the kiddie pool and allow everyone on the slide (toddlers should be able to ride with their parents). You lose so many locals and visitors to the Silverthorne Rec Center because it is way more kid and family friendly. Add to the toddler programs and do it on days that there are not any other activites going on, such as Family Gym time. Breck Rec Center needs toddler dance and tumbling classes that are at convenient times for parents and toddlers, such as mid morning rather than 9am.	Mar 29, 2012 11:52 PM
246	Extend the hours of operation! Add more dance-type classes. Additional Zumba classes, maybe adult ballet or even jazzercize?	Mar 29, 2012 9:58 PM
247	24/7 access to rec center	Mar 29, 2012 9:46 PM
248	REC CENTER OPEN EARLIER ON SUNDAY MORNINGS - RESUME 8AM OPENING TIME	Mar 29, 2012 8:47 PM
249	I like the current structure and what is already offered.	Mar 29, 2012 8:46 PM
250	More times offered for fitness classes like Pilates.	Mar 29, 2012 8:42 PM

Page 1, Q10. If you could make one change to improve the recreational facilities or programming available in our area what would it be?

251	n/a	Mar 29, 2012 8:05 PM
252	Offer more classes so there will be lower number of people in the classes that are overcrowded.	Mar 29, 2012 7:37 PM
253	x	Mar 29, 2012 6:55 PM
254	additional group fitness programs available in the early evenings	Mar 29, 2012 6:45 PM
255	More dance-oriented group fitness programs.	Mar 29, 2012 6:29 PM
256	aqua classes at times other than 0800	Mar 29, 2012 5:59 PM
257	The daily admission price is to high.	Mar 29, 2012 5:31 PM
258	Make the swim area lighter. It is always so dark.	Mar 29, 2012 4:59 PM
259	Better parking.	Mar 29, 2012 4:45 PM
260	More affordable	Mar 29, 2012 4:36 PM
261	More affordable for locals/local drop in	Mar 29, 2012 4:08 PM
262	not sure	Mar 29, 2012 4:07 PM
263	Like it as is.	Mar 29, 2012 4:01 PM
264	youth gymnastics/tumbling and yoga offered more frequently. if tuesdays don't work for your schedule your kids can't go.	Mar 29, 2012 3:42 PM
265	Provide longer rec center hours, i.e. open on Sunday before noon!!!	Mar 29, 2012 3:32 PM
266	I would put a recreation center in Frisco. I would have after school activities in Frisco as well as Breckenridge.	Mar 29, 2012 3:31 PM
267	na	Mar 29, 2012 3:11 PM
268	Better lighting on the indoor tennis courts. If possible, more indoor tennis courts.	Mar 29, 2012 2:56 PM
269	More seniors programs.	Mar 29, 2012 2:53 PM
270	don't have a suggestion at this time	Mar 29, 2012 2:26 PM
271	Would like the staff to have a specific knowledge about the activity they are teaching to the children	Mar 29, 2012 2:24 PM
272	clean	Mar 29, 2012 2:19 PM
273	Bigger group fitness room or more yoga classes. It was super-full last time I was there and I worried I would bump into someone.	Mar 29, 2012 2:15 PM
274	extended hours	Mar 29, 2012 1:58 PM

Page 1, Q10. If you could make one change to improve the recreational facilities or programming available in our area what would it be?

275	Because this is a resort area and all tourists don't ski, I think the Rec Center should be open on all holidays even if it's just for a short time.	Mar 29, 2012 1:58 PM
276	Return to more guest friendly hours like later Sunday hours and 9pm on weekdays, cut budget in unnecessary staffing.	Mar 29, 2012 1:51 PM
277	pool temp	Mar 29, 2012 1:49 PM
278	Add more/better spinning bikes and a bigger room for classes.	Mar 29, 2012 1:47 PM
279	cleaner	Mar 29, 2012 1:41 PM
280	The locker rooms could use improvement, I suppose.	Mar 29, 2012 1:39 PM
281	After school bus from Frisco	Mar 29, 2012 1:38 PM
282	Increase the hours at the pool again. I have been swimming here for years and it has REALLY gotten crowded. Worse than I have ever seen it during this past month. I realize this was for budget reasons BUT could you at least give us back the pool at 7AM on Saturday mornings!!!!	Mar 29, 2012 1:36 PM
283	Larger area for parents waiting on children involved in programs.	Mar 29, 2012 1:34 PM
284	More zumba and more CPR classes	Mar 29, 2012 1:28 PM
285	More weekend programming for weekend locals	Mar 29, 2012 1:28 PM
286	more programs for very young children	Mar 29, 2012 1:28 PM
287	More indoor tennis courts.	Mar 29, 2012 1:19 PM
288	Larger exercise room for body pump.	Mar 29, 2012 1:16 PM
289	I'm fairly pleased with the variety and level of recreational programs and services offered by the Breck Rec Center.	Mar 29, 2012 1:15 PM
290	More racketball court availability.	Mar 29, 2012 1:15 PM
291	More financial assistance.	Mar 29, 2012 1:15 PM
292	Lower Fees for Everyone	Mar 29, 2012 1:14 PM
293	offer summer visitors passes at a reduced cost	Mar 29, 2012 1:03 PM
294	Reduce walk-in cost for visitors	Mar 29, 2012 1:03 PM
295	outdoor workout area - rubber matted area and equipment, pull up bar, alternative workout equipment (tires, chains, definitely kettlebells)	Mar 29, 2012 12:55 PM

Page 1, Q17. Optional contact information

1

Name:	Michael Jensen	Apr 15, 2012 5:43 PM
Address:	POB 5769	Apr 15, 2012 5:43 PM
City/Town:	Breckenridge	Apr 15, 2012 5:43 PM
State:	CO	Apr 15, 2012 5:43 PM
ZIP:	80424	Apr 15, 2012 5:43 PM
Email Address:	mjensen@ldbye.com	Apr 15, 2012 5:43 PM
Phone Number:	9704189553	Apr 15, 2012 5:43 PM

2

Name:	Irina Garner	Apr 14, 2012 1:33 AM
Address:	PO Box 8812	Apr 14, 2012 1:33 AM
City/Town:	Breckenridge	Apr 14, 2012 1:33 AM
State:	CO	Apr 14, 2012 1:33 AM
ZIP:	80424	Apr 14, 2012 1:33 AM
Email Address:	irinasko@yahoo.com	Apr 14, 2012 1:33 AM

3

Name:	Anderson	Apr 12, 2012 12:37 PM
Address:	POB 9632	Apr 12, 2012 12:37 PM
City/Town:	Breckenridge	Apr 12, 2012 12:37 PM
State:	CO	Apr 12, 2012 12:37 PM
ZIP:	80424	Apr 12, 2012 12:37 PM
Country:	USA	Apr 12, 2012 12:37 PM
Phone Number:	970-547-9957	Apr 12, 2012 12:37 PM

4

Name:	Nick Thomas	Apr 12, 2012 12:22 PM
Address:	140 Atlantic Lode, #9	Apr 12, 2012 12:22 PM
City/Town:	Breckenridge	Apr 12, 2012 12:22 PM

Page 1, Q17. Optional contact information

State:	CO	Apr 12, 2012 12:22 PM
ZIP:	80424	Apr 12, 2012 12:22 PM
Country:	USA	Apr 12, 2012 12:22 PM
5		
Name:	Dan Schroder	Apr 12, 2012 12:13 PM
Address:	POB 2303	Apr 12, 2012 12:13 PM
City/Town:	Breckenridge	Apr 12, 2012 12:13 PM
State:	CO	Apr 12, 2012 12:13 PM
ZIP:	80424	Apr 12, 2012 12:13 PM
Country:	USA	Apr 12, 2012 12:13 PM
Email Address:	danjschroder@yahoo.com	Apr 12, 2012 12:13 PM
Phone Number:	970-389-5756	Apr 12, 2012 12:13 PM
6		
Name:	Meredith Amon	Apr 11, 2012 6:36 PM
Email Address:	amonrealestate@gmail.com	Apr 11, 2012 6:36 PM
Phone Number:	9703892905	Apr 11, 2012 6:36 PM
7		
Email Address:	q.dude@juno.com	Apr 9, 2012 9:53 PM
8		
Name:	Sara Boyd	Apr 9, 2012 12:55 PM
Address:	101 E Main St	Apr 9, 2012 12:55 PM
City/Town:	Frisco	Apr 9, 2012 12:55 PM
State:	CO	Apr 9, 2012 12:55 PM
ZIP:	80443	Apr 9, 2012 12:55 PM
Country:	USA	Apr 9, 2012 12:55 PM
Email Address:	sara.c.boyd@gmail.com	Apr 9, 2012 12:55 PM
Phone Number:	3039197333	Apr 9, 2012 12:55 PM
9		

Page 1, Q17. Optional contact information

Name:	Sephora Haertel	Apr 6, 2012 5:12 PM
Email Address:	sephoraj@hotmail.com	Apr 6, 2012 5:12 PM
10		
Name:	Elisabeth Lawrence	Apr 6, 2012 11:04 AM
Address:	PO Box 1537	Apr 6, 2012 11:04 AM
City/Town:	Breckenridge	Apr 6, 2012 11:04 AM
State:	CO	Apr 6, 2012 11:04 AM
ZIP:	80424	Apr 6, 2012 11:04 AM
Email Address:	elisabethlaw@mac.com	Apr 6, 2012 11:04 AM
Phone Number:	970.389.4399	Apr 6, 2012 11:04 AM
11		
Email Address:	hockeycow84@gmail.com	Apr 5, 2012 4:26 AM
12		
Country:	UK	Apr 4, 2012 11:35 PM
13		
City/Town:	Frisco	Apr 4, 2012 10:54 PM
State:	CO	Apr 4, 2012 10:54 PM
ZIP:	80443	Apr 4, 2012 10:54 PM
14		
Name:	Janet Mishalanie	Apr 4, 2012 7:37 PM
Address:	PO Box 3104	Apr 4, 2012 7:37 PM
City/Town:	Breckenridge	Apr 4, 2012 7:37 PM
State:	CO	Apr 4, 2012 7:37 PM
ZIP:	80424	Apr 4, 2012 7:37 PM
Email Address:	Mishjanet@aol.com	Apr 4, 2012 7:37 PM
15		
Name:	Lee mebel	Apr 4, 2012 5:11 PM
City/Town:	Breck	Apr 4, 2012 5:11 PM

Page 1, Q17. Optional contact information

Email Address:	Lmebel@aol.com	Apr 4, 2012 5:11 PM
16		
Name:	christy prior	Apr 4, 2012 4:28 PM
Email Address:	christyprior@gmail.com	Apr 4, 2012 4:28 PM
17		
Name:	Anne Layman	Apr 4, 2012 10:52 AM
Address:	722 Silver Circle	Apr 4, 2012 10:52 AM
City/Town:	Breckenridge	Apr 4, 2012 10:52 AM
State:	CO	Apr 4, 2012 10:52 AM
ZIP:	80424	Apr 4, 2012 10:52 AM
Email Address:	cannot read	Apr 4, 2012 10:52 AM
Phone Number:	970-389-9351	Apr 4, 2012 10:52 AM
18		
Name:	Don Dankner	Apr 4, 2012 10:09 AM
Address:	241 Spine Street	Apr 4, 2012 10:09 AM
City/Town:	Breckenridge	Apr 4, 2012 10:09 AM
State:	CO	Apr 4, 2012 10:09 AM
ZIP:	80424	Apr 4, 2012 10:09 AM
Email Address:	dkdanknen@gmail.com	Apr 4, 2012 10:09 AM
Phone Number:	202-441-7066	Apr 4, 2012 10:09 AM
19		
Name:	Suzanne Barkin	Apr 4, 2012 10:01 AM
Address:	POB 195, Breckenridge	Apr 4, 2012 10:01 AM
Address 2:	625 Grape Street	Apr 4, 2012 10:01 AM
City/Town:	Denver	Apr 4, 2012 10:01 AM
State:	CO	Apr 4, 2012 10:01 AM
ZIP:	80220	Apr 4, 2012 10:01 AM

Page 1, Q17. Optional contact information

Email Address:	suzannezbarkin@gmail.com	Apr 4, 2012 10:01 AM
20		
Name:	Roger B	Apr 4, 2012 9:49 AM
Address:	200 S. Gold Flake	Apr 4, 2012 9:49 AM
City/Town:	Breckenridge	Apr 4, 2012 9:49 AM
State:	CO	Apr 4, 2012 9:49 AM
ZIP:	80424	Apr 4, 2012 9:49 AM
Email Address:	ramsone@comcast.net	Apr 4, 2012 9:49 AM
Phone Number:	970-453-9141	Apr 4, 2012 9:49 AM
21		
Name:	Dylan	Apr 4, 2012 1:06 AM
Address:	PO Box 660	Apr 4, 2012 1:06 AM
City/Town:	Dillon	Apr 4, 2012 1:06 AM
State:	CO	Apr 4, 2012 1:06 AM
ZIP:	80435	Apr 4, 2012 1:06 AM
22		
Name:	Gavin Dalgliesh	Apr 3, 2012 3:42 PM
Address:	po box 6083	Apr 3, 2012 3:42 PM
City/Town:	breckenridge	Apr 3, 2012 3:42 PM
State:	CO	Apr 3, 2012 3:42 PM
ZIP:	80424	Apr 3, 2012 3:42 PM
Country:	US of A	Apr 3, 2012 3:42 PM
Email Address:	gavin.dalgliesh@gmail.com	Apr 3, 2012 3:42 PM
Phone Number:	4434748618	Apr 3, 2012 3:42 PM
23		
City/Town:	breckenridge	Apr 3, 2012 1:54 PM
24		
Name:	Jay Scharf	Apr 3, 2012 1:38 PM

Page 1, Q17. Optional contact information

Address:	PO Box 4905	Apr 3, 2012 1:38 PM
City/Town:	Frisco	Apr 3, 2012 1:38 PM
State:	CO	Apr 3, 2012 1:38 PM
ZIP:	80443	Apr 3, 2012 1:38 PM
Country:	USA	Apr 3, 2012 1:38 PM
Email Address:	jayscharf80@gmail.com	Apr 3, 2012 1:38 PM
Phone Number:	3033308020	Apr 3, 2012 1:38 PM

25

Name:	Kathy Chisholm	Apr 3, 2012 11:04 AM
Address:	PO Box 4176	Apr 3, 2012 11:04 AM
Address 2:	151 Rachel Lane	Apr 3, 2012 11:04 AM
City/Town:	Breckenridge	Apr 3, 2012 11:04 AM
State:	CO	Apr 3, 2012 11:04 AM
ZIP:	80424	Apr 3, 2012 11:04 AM
Country:	United States	Apr 3, 2012 11:04 AM
Email Address:	kathypchis@gmail.com	Apr 3, 2012 11:04 AM
Phone Number:	9704702170	Apr 3, 2012 11:04 AM

26

Name:	Lisa Stone	Apr 3, 2012 10:18 AM
Address:	PO Box 6845	Apr 3, 2012 10:18 AM
City/Town:	Breckenridge	Apr 3, 2012 10:18 AM
State:	CO	Apr 3, 2012 10:18 AM
ZIP:	80424	Apr 3, 2012 10:18 AM
Email Address:	lisastonecunning@gmail.com	Apr 3, 2012 10:18 AM
Phone Number:	9705474636	Apr 3, 2012 10:18 AM

27

Name:	Ron Williford	Apr 3, 2012 7:16 AM
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Page 1, Q17. Optional contact information

Address:	802 Fairview Blvd	Apr 3, 2012 7:16 AM
City/Town:	Breckenridge	Apr 3, 2012 7:16 AM
State:	CO	Apr 3, 2012 7:16 AM
ZIP:	80424	Apr 3, 2012 7:16 AM
Country:	USA	Apr 3, 2012 7:16 AM
Email Address:	ron.williford@yahoo.com	Apr 3, 2012 7:16 AM
Phone Number:	303-945-3285	Apr 3, 2012 7:16 AM

28

Name:	Amy Perchick	Apr 2, 2012 8:53 PM
Address:	PO Box 7399	Apr 2, 2012 8:53 PM
Address 2:	PMB 246	Apr 2, 2012 8:53 PM
City/Town:	Breckenridge	Apr 2, 2012 8:53 PM
State:	CO	Apr 2, 2012 8:53 PM
ZIP:	80424	Apr 2, 2012 8:53 PM
Country:	United States	Apr 2, 2012 8:53 PM
Email Address:	amyperchick@gmail.com	Apr 2, 2012 8:53 PM
Phone Number:	9705475055	Apr 2, 2012 8:53 PM

29

Name:	eric lindblad	Apr 2, 2012 7:41 PM
Address:	po box 3067	Apr 2, 2012 7:41 PM
City/Town:	breckenridge	Apr 2, 2012 7:41 PM
State:	CO	Apr 2, 2012 7:41 PM
ZIP:	80424	Apr 2, 2012 7:41 PM
Email Address:	lindblad1591@msn.com	Apr 2, 2012 7:41 PM
Phone Number:	5479757	Apr 2, 2012 7:41 PM

30

Name:	Tom Zebarth	Apr 2, 2012 2:52 PM
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Page 1, Q17. Optional contact information

Address:	564 Range Road	Apr 2, 2012 2:52 PM
City/Town:	Breckenridge	Apr 2, 2012 2:52 PM
State:	CO	Apr 2, 2012 2:52 PM
ZIP:	80424	Apr 2, 2012 2:52 PM
Country:	USA	Apr 2, 2012 2:52 PM
Email Address:	tzebarth@earthlink.net	Apr 2, 2012 2:52 PM
Phone Number:	970-453-6759	Apr 2, 2012 2:52 PM
31		
Name:	Joe Keiser	Apr 2, 2012 1:39 PM
Address:	PO Box 1972	Apr 2, 2012 1:39 PM
City/Town:	Beckenridge	Apr 2, 2012 1:39 PM
State:	CO	Apr 2, 2012 1:39 PM
ZIP:	80424	Apr 2, 2012 1:39 PM
Country:	USA	Apr 2, 2012 1:39 PM
Email Address:	joek@townofbreckenridge.com	Apr 2, 2012 1:39 PM
Phone Number:	547-3135	Apr 2, 2012 1:39 PM
32		
City/Town:	breckenridge	Apr 2, 2012 9:51 AM
State:	CO	Apr 2, 2012 9:51 AM
33		
Name:	jennifer katzung	Apr 1, 2012 5:26 PM
Address:	po box	Apr 1, 2012 5:26 PM
City/Town:	breck	Apr 1, 2012 5:26 PM
State:	CO	Apr 1, 2012 5:26 PM
ZIP:	80424	Apr 1, 2012 5:26 PM
Country:	usa	Apr 1, 2012 5:26 PM
Email Address:	jennrae07@yahoo.com	Apr 1, 2012 5:26 PM

Page 1, Q17. Optional contact information

Phone Number:	405-471-2771	Apr 1, 2012 5:26 PM
34		
Email Address:	entnow@me.com	Mar 31, 2012 7:01 PM
Phone Number:	(239) 566-7275	Mar 31, 2012 7:01 PM
35		
State:	CO	Mar 31, 2012 5:57 PM
ZIP:	80424	Mar 31, 2012 5:57 PM
36		
Name:	Linda	Mar 31, 2012 8:10 AM
Address:	8930 TIPSICO LAKE RD	Mar 31, 2012 8:10 AM
City/Town:	HOLLY	Mar 31, 2012 8:10 AM
State:	MI	Mar 31, 2012 8:10 AM
ZIP:	484428947	Mar 31, 2012 8:10 AM
Email Address:	tojalex@gmail.com	Mar 31, 2012 8:10 AM
Phone Number:	8107501966	Mar 31, 2012 8:10 AM
37		
Name:	Matt Lanning	Mar 30, 2012 6:14 PM
Address:	PO Box 8136	Mar 30, 2012 6:14 PM
City/Town:	Breckenridge	Mar 30, 2012 6:14 PM
State:	CO	Mar 30, 2012 6:14 PM
ZIP:	80424	Mar 30, 2012 6:14 PM
Country:	USA	Mar 30, 2012 6:14 PM
Email Address:	mattlanning@mac.com	Mar 30, 2012 6:14 PM
38		
Name:	Sharon Buzzell	Mar 30, 2012 5:51 PM
Address:	604 Peerless Drive	Mar 30, 2012 5:51 PM
Address 2:	PO Box 9558	Mar 30, 2012 5:51 PM
City/Town:	Breckenridge	Mar 30, 2012 5:51 PM

Page 1, Q17. Optional contact information

State:	CO	Mar 30, 2012 5:51 PM
ZIP:	80424	Mar 30, 2012 5:51 PM
Country:	USA	Mar 30, 2012 5:51 PM
Email Address:	sharonbuzzell@gmail.com	Mar 30, 2012 5:51 PM
Phone Number:	970 547 9763	Mar 30, 2012 5:51 PM
39		
State:	CO	Mar 30, 2012 2:55 PM
40		
Name:	Brad Warkins	Mar 30, 2012 10:38 AM
Email Address:	warkins98@yahoo.com	Mar 30, 2012 10:38 AM
41		
Name:	Amy	Mar 30, 2012 10:04 AM
City/Town:	Breckenridge	Mar 30, 2012 10:04 AM
State:	CO	Mar 30, 2012 10:04 AM
ZIP:	80424	Mar 30, 2012 10:04 AM
Email Address:	amyzbreck@aol.com	Mar 30, 2012 10:04 AM
42		
Name:	Gallagher	Mar 29, 2012 8:46 PM
City/Town:	Breckenridge	Mar 29, 2012 8:46 PM
State:	CO	Mar 29, 2012 8:46 PM
Email Address:	Gallyfam@gmail.com	Mar 29, 2012 8:46 PM
43		
Name:	robert mcnerney	Mar 29, 2012 8:05 PM
Address:	199 robinson run rd	Mar 29, 2012 8:05 PM
City/Town:	butler	Mar 29, 2012 8:05 PM
State:	PA	Mar 29, 2012 8:05 PM
ZIP:	16002	Mar 29, 2012 8:05 PM
Country:	usa	Mar 29, 2012 8:05 PM

Page 1, Q17. Optional contact information

Email Address:	drramdo@zoominternet.net	Mar 29, 2012 8:05 PM
Phone Number:	7245047301	Mar 29, 2012 8:05 PM
44		
Name:	Cathy Cloutier	Mar 29, 2012 6:55 PM
Address:	PO Box 4744	Mar 29, 2012 6:55 PM
City/Town:	Frisco	Mar 29, 2012 6:55 PM
State:	CO	Mar 29, 2012 6:55 PM
ZIP:	80443	Mar 29, 2012 6:55 PM
Country:	USA	Mar 29, 2012 6:55 PM
Email Address:	catherine.cloutier@colorado.edu	Mar 29, 2012 6:55 PM
Phone Number:	970-668-8928	Mar 29, 2012 6:55 PM
45		
Name:	SANDRA HAHN	Mar 29, 2012 4:36 PM
Address:	6 HUCKLEBERRY GREEN	Mar 29, 2012 4:36 PM
Address 2:	PO BOX 2276	Mar 29, 2012 4:36 PM
City/Town:	BRECKENRIDGE	Mar 29, 2012 4:36 PM
State:	CO	Mar 29, 2012 4:36 PM
ZIP:	80424	Mar 29, 2012 4:36 PM
Country:	US	Mar 29, 2012 4:36 PM
Email Address:	hahns@aol.com	Mar 29, 2012 4:36 PM
Phone Number:	9705477182	Mar 29, 2012 4:36 PM
46		
Name:	M Bierbrauer	Mar 29, 2012 2:56 PM
Address:	P.O. Box 4227	Mar 29, 2012 2:56 PM
City/Town:	Breckenridge	Mar 29, 2012 2:56 PM
State:	CO	Mar 29, 2012 2:56 PM
ZIP:	80424	Mar 29, 2012 2:56 PM

Page 1, Q17. Optional contact information

Country:	USA	Mar 29, 2012 2:56 PM
Email Address:	mbierbrauer@yahoo.com	Mar 29, 2012 2:56 PM
Phone Number:	970-547-0007	Mar 29, 2012 2:56 PM
47		
Name:	James Ralston	Mar 29, 2012 2:53 PM
Address:	905 Whispering Pines Circle	Mar 29, 2012 2:53 PM
City/Town:	Blue River	Mar 29, 2012 2:53 PM
State:	CO	Mar 29, 2012 2:53 PM
ZIP:	80424	Mar 29, 2012 2:53 PM
Country:	USA	Mar 29, 2012 2:53 PM
Email Address:	jimralston@me.com	Mar 29, 2012 2:53 PM
Phone Number:	901-652-8874	Mar 29, 2012 2:53 PM
48		
Name:	margaret	Mar 29, 2012 2:19 PM
Address:	taylor	Mar 29, 2012 2:19 PM
City/Town:	Breckenridge	Mar 29, 2012 2:19 PM
State:	CO	Mar 29, 2012 2:19 PM
ZIP:	80424	Mar 29, 2012 2:19 PM
Country:	usa	Mar 29, 2012 2:19 PM
Email Address:	matbeeka@comcast.net	Mar 29, 2012 2:19 PM
Phone Number:	970-547-4807	Mar 29, 2012 2:19 PM
49		
Name:	Jennifer Dorsey	Mar 29, 2012 1:28 PM
Address:	467 Silver Circle	Mar 29, 2012 1:28 PM
City/Town:	Breckenridge	Mar 29, 2012 1:28 PM
State:	CO	Mar 29, 2012 1:28 PM
ZIP:	80424	Mar 29, 2012 1:28 PM

Page 1, Q17. Optional contact information

Country:	United States	Mar 29, 2012 1:28 PM
Email Address:	dorseyski@msn.com	Mar 29, 2012 1:28 PM
Phone Number:	303 7717469	Mar 29, 2012 1:28 PM
50		
Name:	Peggy Payne	Mar 29, 2012 1:19 PM
Address:	P.O. Box 3782	Mar 29, 2012 1:19 PM
City/Town:	Dillon	Mar 29, 2012 1:19 PM
State:	CO	Mar 29, 2012 1:19 PM
ZIP:	80435	Mar 29, 2012 1:19 PM
Country:	USA	Mar 29, 2012 1:19 PM
Email Address:	peggy Payne@consolidated.net	Mar 29, 2012 1:19 PM
Phone Number:	936-524-1362	Mar 29, 2012 1:19 PM
51		
Name:	Joanne Stolen	Mar 29, 2012 1:16 PM
Address:	PO Box 744	Mar 29, 2012 1:16 PM
Address 2:	Snodallion # 27	Mar 29, 2012 1:16 PM
City/Town:	Breckenridge	Mar 29, 2012 1:16 PM
State:	CO	Mar 29, 2012 1:16 PM
ZIP:	80424	Mar 29, 2012 1:16 PM
Country:	United States	Mar 29, 2012 1:16 PM
Email Address:	joannestolen8@gmail.com	Mar 29, 2012 1:16 PM
Phone Number:	9704530743	Mar 29, 2012 1:16 PM
52		
Name:	Laila Matthews	Mar 29, 2012 1:15 PM
Address:	PO Box 1954	Mar 29, 2012 1:15 PM
City/Town:	Frisco	Mar 29, 2012 1:15 PM
State:	CO	Mar 29, 2012 1:15 PM

Page 1, Q17. Optional contact information

ZIP:	80443	Mar 29, 2012 1:15 PM
53		
Name:	Maureen Flannagan	Mar 29, 2012 1:15 PM
Address:	0044 Eldorado Lane	Mar 29, 2012 1:15 PM
City/Town:	Breckenridge	Mar 29, 2012 1:15 PM
State:	CO	Mar 29, 2012 1:15 PM
ZIP:	80424	Mar 29, 2012 1:15 PM
Country:	usa	Mar 29, 2012 1:15 PM
Email Address:	mflannagan@summit.k12.co.us	Mar 29, 2012 1:15 PM
Phone Number:	970-368-1229	Mar 29, 2012 1:15 PM

Memo

To: Mayor and Town Council

From: Julia Puester

Glen Morgan

Date: June 27, 2012 for meeting of July 10, 2012

Re: Energy Policies and Codes

At the May 8th Town Council meeting, the Town Council passed a modification to Policy 4 (Absolute) Mass to allow existing structures to exceed mass limitations by up to 350 square feet. There was concern from some Council members that the Policy modification applied only to existing construction rather than including new construction. The Council directed staff to come back and explain the current energy policies in the Development Code and energy related Building Codes to clarify how they worked together for new and existing construction.

Building Codes

The 2006 International Energy Conservation Code sets energy use related standards for all new or renovated heated buildings within the town including single family, commercial, multi family and hotel developments. The standards include minimum insulation values for walls, roofs, windows etc. For commercial and large multi family/ hotel buildings, minimum standards are also set for heating, cooling, hot water and electrical systems.

The Breckenridge Sustainable Building Code was adopted in 2008 after 2 ½ years of community participation. The code is applicable to all new and altered residential buildings including one and two family dwellings, multifamily dwelling units (three or more dwelling units) and dwelling units constructed within mixed use developments. The sustainable building code is not applicable to commercial buildings.

The Sustainable Code parallels the Energy Conservation Code for minimum insulation values but also sets minimum performance requirements for boilers and hot water systems in all residential structures. Additionally the Sustainable Code addresses building size, renewable lumber use, natural day lighting, air movement, recycling provisions, appliance selection and energy intensive amenities such as outdoor fire pits, hot tubs, outdoor heated surfaces and air conditioning.

Negative points are awarded against single family homes over 3,000 square feet and each multifamily unit over 1,200 square feet. Additional negative points are awarded against the building for energy intensive amenities, and non use of renewable lumber, energy star appliances, natural day lighting etc. The Sustainable Building Code is accompanied by a resource guide and check list which provides 143 different and weighted green building options

for making up the negative points awarded against the design. The Sustainable Code has been in effect since January 2009 and we have reviewed over one hundred new homes and additions ranging in size from a few hundred square foot additions to 15,000 square feet. All have been able to comply.

To date we have not assessed a multifamily development under the provisions of the Sustainable Code. The code was developed to primarily address single family homes and small scale multifamily buildings similar to those at Vic's Landing. Large scale multifamily buildings with extensive outdoor amenities packages will find it difficult to meet the code. In recognition of this, green building programs such as LEED and Green Globes are permitted to be used as an alternate compliance path.

Development Codes

Policy 33R Energy Conservation This relative policy had been in place for many years, applicable to both new construction and existing remodels and additions. However, as the actual amount of energy conservation or production of energy had not been measurable, it was difficult to determine how much energy was being saved or produced and therefore, how many points should be warranted. To remedy this, the policy was modified to use a HERS (Home Energy Rating System) index (positive 1-6 points) and similar system for commercial buildings (positive 1-9 points). The results are calculated and measurable. A sliding scale of negative points allows the Planning Commission flexibility within the Development Code to review applications on a case by case basis. The negative points range from 0 through -3 for outdoor heated spaces; 0 through -1 for outdoor gas fireplaces (commercial); and 0 through -1 for outdoor water features. With the Development Code's point based system, the Commission would approve a point analysis for a project based on past precedent.

Although intended for both new and existing construction, it is far easier for new construction to receive positive points under this Policy. New construction starts from scratch. These buildings can take advantage of new materials installed such that there are no major air leaks, new windows and so on, creating a tight building envelope. Existing structures on the other hand have aged over time. Also, the materials and construction methods used on older structures lack many advancements in the field that we see today.

A structure built to code today scores a HERS index of 100 (Reference Home). Each 1-point decrease in the HERS Index corresponds to a 1% reduction in energy consumption compared to the HERS Reference Home. Thus a structure with a HERS Index of 85 is 15% more energy efficient than the reference home scoring 100. However, in the case of older existing structures, it is not uncommon for a HERS index of 140+/- because it was built prior to today's energy codes. It is difficult for an existing structure to make up 60 percentage points (i.e. a HERS index of 80 or better) in order to receive any positive points under Policy 33R as written.

Staff is concerned that it is difficult, as the Policy is currently written, for those properties looking to remodel or expand to receive any benefit for these efforts. Staff is currently working with the Planning Commission to allow for more attainable positive points for existing structures making energy improvements.

Policy 4 Mass This Policy sets limitations on the above ground portion of a building. Many existing structures in town were constructed prior to the adoption of the Land Use District regulations, which sets density and mass limitations for those properties. In fact, research shows that almost all older multifamily buildings in Town have been built to or over the allowed mass and therefore would be in need of additional mass square footage to install a renewable energy system to reduce the carbon footprint of that building. A modification to the Policy to permit this was approved by Town Council May 2012.

Summary

New Construction and Additions

New construction and additions are able to take advantage of Policy 33R in the Development Code (if needed) and the current Energy Conservation Code (through the Building Codes) resulting in a more efficient building, and they have the flexibility to incorporate related energy efficient mechanical systems in their building designs. New construction and additions are also able to receive positive and negative points through the Sustainable Building Code or other related program such as Green Globes or LEED.

Exterior Remodels

Existing structure remodels do not get reviewed under the Sustainable Building Code unless certain improvements are proposed (windows, insulation, boilers, etc.). These applications have a difficult time gaining positive points under Policy 33R as these structures have aged over time. The materials and construction methods used on older structures lack in many advancements in the field that we see today. To address this, Staff has worked with the Planning Commission to bring a modification to Policy 33R to the Town Council at a future meeting.

Energy Policies and Codes Timeline

Fall 2005 - A joint task force organized by The High Country Conservation Center began working toward developing a locally relevant green building code that could be adopted by all of the local jurisdictions. The task force included the local building and design community, HC3, building departments, ski area representatives and other interested parties.

July 2007 – Colorado House Bill 07-1146 passed requiring that any Municipality that has adopted a Building Code must adopt an Energy Code by July 2008.

March 2008 – The Town repeals the adopted 2000 International Codes and adopts the 2006 International Codes including the 2006 International Energy Conservation Code. The previously adopted codes did not include an energy code.

July 15, 2008: Planning Commission expressed concern over Policy 33R *Energy Conservation* which allocated positive points for solar panels on potentially “leaky” homes.

July 24, 2008 – Town adopts the Breckenridge Sustainable Building Code, to be effective for all development applications applied for after January 1st 2009.

March 2009- Planning Commission and Town Council add the Policy 33R *Energy Conservation* of the Development Code on the Top 10 list.

January 25, 2011- Town Council adopted Policy 33R *Energy Conservation* modifications which had a quantifiable point system including positive points based on energy conservation and negative points for inefficient energy items.

May 8, 2012- Policy 4 *Mass* modification adopted by Town Council to allow for existing structures to exceed the mass limitation for the purpose of mechanical room for renewable energy systems.