



**BRECKENRIDGE TOWN COUNCIL
WORK SESSION
Tuesday, June 24, 2008
3:00 pm**

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>	<i>Page 2</i>
3:15 - 3:45 pm	II. <u>LEGISLATIVE REVIEW</u> *	
	• Trash Ordinance Amendment	<i>Page 79</i>
	• Sustainable Building Code	<i>Page 82</i>
	• CMC Property Conveyance	<i>Page 93</i>
	• 3 Mile Plan Affirmation	<i>Page 104</i>
3:45 - 4:15 pm	III. <u>MANAGERS REPORT</u>	
	• Public Projects Update	<i>Page 9</i>
	• Housing/Childcare Update	<i>Verbal</i>
	• Committee Reports	<i>Page 10</i>
	• Financials	<i>Page 11</i>
4:15 - 5:30 pm	IV. <u>PLANNING MATTERS</u>	
	• CMC Shared Parking Agreement	<i>Page 33</i>
	• Mountain Pine Beetle Update	<i>Page 41</i>
5:30 - 6:15 pm	V. <u>OTHER</u>	
	• Summit Prevention Alliance Youth Report	<i>Verbal</i>
	• Recreation Department Annual Report	<i>Page 47</i>
	• BRC Winter Recap	<i>Verbal</i>
	• Retreat Follow Up: Marketing	<i>Page 64</i>
6:15 - 7:30 pm	VI. <u>BEDAC JOINT MEETING</u>	<i>Page 70</i>

Dinner will be served to Town Council, BEDAC and Town Staff

***ACTION ITEMS THAT APPEAR ON THE EVENING AGENDA** *Page 74*

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 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: June 18, 2008

Re: Town Council Consent Calendar from the Planning Commission Decisions of the June 17, 2008, meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF June 17, 2008

CLASS C APPLICATIONS:

1. Oliver Residence (CK) PC#2008068; 211 Highlands Drive
Construct a new single-family residence with 5 bedrooms, 6.5 bathrooms, 6,466 sq. ft. of density and 7,069 sq. ft. of mass for a F.A.R. of 1:11.40. Approved.
2. Gold Camp I (Peak Eight Village) (MGT) PC#2008067; 1075-1185 Ski Hill Road
Exterior renovation of the existing Peak Eight Village Condominiums. Approved.
3. Rental and Ski School Sprung Buildings Permit Extension (MGT) PC#2008069; 1599 Ski Hill Road
Application is in reference to extend the approval period granted by PC#2006129 (Ski School and Ski Rental Temporary Sprung buildings), both of which are located at Peak 8 at the Breckenridge Ski Resort, from an end date of August 15, 2008, to an end date of August 15, 2011. Approved.
4. Hugo Residence (JS) PC#2008066; 63 Buffalo Terrace
Construct a new single-family residence with 6 bedrooms, 5.5 bathrooms, 4,815 sq. ft. of density and 5,973 sq. ft. of mass for a F.A.R. of 1:4.60. Approved.
5. Schaezel Residence (CK) PC#2008047; 597 Broken Lance
Construct a new single-family residence with 5 bedrooms, 4 bathrooms, 4,061 sq. ft. of density and 4,865 sq. ft. of mass for a F.A.R. of 1:1.93. Approved.

CLASS B APPLICATIONS:

1. Theobald Building Renovation, Landmarking and Variance Request (MM) PC#2008058; 101 South Main Street
Complete restoration of the original façade of the Theobald Building (based on historic photographs), lower the interior floor, rehabilitate and restore the north elevation to facilitate a viable retail experience between the Riverwalk and Main Street, replace the historic shed addition as a stand-alone retail space behind the main building. Approved.
2. Buffalo Crossing (MGT) PC#2008052; 209-211 North Main Street
Add south facing solar panels to the roof of the approved residential structure of 2,080 sq. ft. with a 585 sq. ft. employee-housing unit; local landmarking of 360 sq. ft. historic cabin (to remain commercial); addition of a 360 sq. ft. basement under the historic cabin; addition of a bronze buffalo statute as public art facing North Main Street; addition of two exterior areaway accesses to the employee housing unit and to the basement of the proposed commercial unit facing the alley. Approved.

PLANNING COMMISSION MEETING

THE MEETING WAS CALLED TO ORDER AT 7:01 P.M.

ROLL CALL

Michael Bertaux Rodney Allen Dave Pringle
Mike Khavari Eric Mamula
Leigh Girvin and Dan Schroder were absent

APPROVAL OF MINUTES

With no changes, the minutes of the June 3, 2008 Planning Commission meetings were approved unanimously (5-0).

APPROVAL OF AGENDA

With no changes, the Agenda for the June 17, 2008 Planning Commission meeting was approved unanimously (5-0).

CONSENT CALENDAR:

1. Oliver Residence (CK) PC#2008068; 211 Highlands Drive

Mr. Mamula pointed out this is a big house. House proposed from edge to edge of envelope; are they clearing the lot and replacing with 21 trees? Are we getting back what we are losing? He wanted to ensure the town trends toward getting back what is going away concerning trees and new landscaping.

2. Gold Camp I (Peak Eight Village) (MGT) PC#2008067; 1075-1185 Ski Hill Road
3. Rental and Ski School Sprung Buildings Permit Extension (MGT) PC#2008069; 1599 Ski Hill Road

Mr. Allen sought clarification regarding the timeframe. Wanted to ensure the timeframe was clear in the conditions and narrative. (Mr. Thompson explained that the Rental Sprung Building shall be removed by August 15, 2011, or when the Skier Services Building is constructed at the gondola terminal (downtown), whichever comes first. The Ski School Sprung Building shall be removed by August 15, 2011, or when Building 804 is open for business, whichever comes first.)

Mr. Allen moved to call up #3, Rental and Ski School Sprung Buildings Permit Extension. Mr. Mamula seconded. Mr. Bertaux then stepped down, due to winter employment with Vail Resorts. The call up was approved unanimously (4-0).

The Commission discussed the guarantee to remove the building, and anticipated dates for construction of Building 804. Discussion ensued regarding the letter of credit to guarantee removal of the buildings. The Commission discussed and decided upon a modification to condition #10, as read by staff.

Mr. Pringle moved to approve the Extension of the Ski School and Rental Sprung Building Permit application, PC#2008069, with changes to condition 10. Mr. Mamula seconded. The motion passed unanimously (4-0) with Mr. Bertaux abstaining.

Mr. Bertaux returned to the meeting at 7:20.

4. Hugo Residence (JS) PC#2008066; 63 Buffalo Terrace

Mr. Mamula sought clarification regarding the number of spruce trees. (Ms. Skurski clarified four were shown on the site plan but eight were called out in landscaping chart.) Mr. Mamula suggested that eight spruce trees be required by staff.

5. Schaezel Residence (CK) PC#2008047; 497 Broken Lance Drive

With no other motions or further changes, the consent calendar was approved unanimously (5-0).

FINAL HEARINGS:

1. Theobald Building Renovation, Landmarking and Variance Request (MM) PC#2008058; 101 South Main Street Mr. Mosher presented a proposal to completely restore the original façade of the Theobald Building (based on historic photographs), lower the interior floor (no changes to the exterior) in order to meet handicap access standards, rehabilitate and restore the north elevation to facilitate a viable retail experience between the Riverwalk and Main Street, replace the historic shed addition with a new facade as a stand-alone retail space behind the main building. No changes were proposed to the non-historic building (Pup’s Glide Shop) that exists at the west property edge. The north sidewalk in the public right of way will be heated to eliminate the ice dangers.

Changes since the Last Submittal

1. Elevations and plans of the relocated shed have been included.
2. The applicants have submitted a letter and photos addressing some of the concerns expressed during the last hearing regarding the proposed architecture.

Besides the request for the variance, the proposal met the intent of the remaining policies of the Handbook of Design Standards for the Historic and Conservation Districts and the Design Standards for the Historic District Character Area #6: Core Commercial. Staff believed that this project will add to the viability and “heartbeat” of the Commercial Core and enhance the connection to the Riverwalk while respecting the design goals of the Town’s historic standards. Mr. Mosher read from the staff report from the Rounds Building which had a similar corner orientation. Staff had two Questions for the Commission:

1. Did the Commission believe that the intent of Policy 3/A, regarding the reallocation of the “free” basement density, has been met and was therefore irrelevant to the development and required no variance?
2. Did the Commission believe that the additional Ski Hill Road façade was in general compliance with the related policies of the Handbook of Design Standards for the Historic and Conservation Districts regarding the settlement patterns (Priority Policy 4), Priority Policy 96 (Use a ratio of solid to void that is similar to those found on historic and supporting structures), Priority Policy 210 (Develop building fronts that reinforce the pedestrian-friendly character of the area. Avoid large blank wall surfaces that diminish pedestrian interest)?

Staff welcomed any additional questions or comments. Staff also requested three motions associated with the approval of this project:

1. Staff asked the Commission to recommend to the Town Council that they adopt an ordinance to Landmark the historic structure based on proposed restoration efforts and the fulfillment of criteria for architectural significance as stated in Section 9-11-4 of the Landmarking Ordinance.
2. Staff recommended the Commission endorse the attached Point Analysis for the Theobald Building Renovation, Landmarking and Variance Request (PC# 2008058) reflecting a passing score of positive four (+4) points.
3. Lastly, staff recommended approval of Theobald Building Renovation, Landmarking and Variance Request (PC# 2008058) along with the attached Findings and Conditions.

Randy Hodges, Architect: Will actually be heating about 1,000 square foot of sidewalk not about 750 as stated in the Staff report. Since clearing some of the basement space, we now realize that only 1,200 square feet of basement will be finished, less than initially reported. How many nationally rated structures are in town? (Mr. Grosshuesch, pointed out that about 3 or 4 buildings are eligible individually for the National Register. None are actually on the list individually.) During the winter, the public sidewalk is nearly impassable. Four feet of ice existed on the north side of the building in May 2008.

Mr. Theobald, Owner: Historically, Abby Hall was not the corner building, but another building was to the south which had window on the corner side. Looking at historic photos, the historic use of the building determined the number of lower level windows and their location. He showed several photos of historic buildings from Breckenridge, Leadville and Georgetown with side windows to the Commission.

Wayne Brown, Attorney, West, Brown, Huntley and Thompson: Page 69 of the Findings and Conditions 23-D: Suggested adding that the existing conditions are site specific as this is a corner building now. This is a building that wasn't originally built as a corner building.

Mr. Khavari opened the Public Hearing.

Mark Hogan, Baker+Hogan+Houx, Architects: Great application, appreciated what the applicant is doing with this property.

With no further comments, the public hearing was closed.

Commissioner Questions/Comments:

Mr. Bertaux: Final Comments: Great application for a very visible building in Town which has been long awaiting these improvements. Allowing the basement density protects the integrity of the building by placing the utilities and storage underground. Supported adding three additional positive points (+3) for circulation safety for a total of positive six (+6) points. Also supported the variance request because it's a unique building in that the town added the street after the building's construction.

Mr. Allen: Agreed that more points should be assigned to public benefit of the sidewalk than reducing any negative points for energy conservation.

Final Comments: This is the gateway to Main Street and improving the north wall will be great. Pointed out that this building was not always on the corner and therefore supported the variance.

Mr. Pringle: Sought clarification regarding historic rating criteria. (Staff pointed out it was their clarification that the building was historic and may drop a rating; not based on state review.) Asked staff about the possibility of a reduced rating as opposed to a more neutral rating with out the variance. (Mr. Mosher read the definition of "Contributing" and the "Contributing with Qualifications" categories. Staff believed that a variance would be more controlling and more site specific.) Asked if there was any distinction between a corner lot and an inside lot as far as what can occur architecturally. Would like to find a way to not lose ratings rather than grant a variance. All in support for what the applicant is trying to do. Had issue with granting a variance that detracts a historic building. Would like to find a way to not do a variance. (The Town Attorney believed that the variance would be more restrictive and more site specific, whereas not lowering the rating for the additions would open the book for a looser interpretation on all future applications. The Town Attorney suggested a variance is the best way to NOT create precedence.)

Final Comments: Great project that will enhance the town. Not sure about saying "free" density; suggested alternative verbiage. In the Findings and Conditions, spell out that this building was originally an interior building, not on a corner, therefore a variance makes sense. In favor of changing points to positive six (+6) for public safety benefit.

Mr. Mamula: Pointed out no rating appraisal was being done, but only an assessment by the staff. Regarding the negative points for energy conservation, he would like to find a way around the negative points assigned. (Mr. Neubecker pointed out a possible solution by adding more positive points to public safety, if the Commission finds that the heated sidewalk has more public benefit.) He felt a community benefit should warrant more positive points and not penalize an applicant. In other situations with less pedestrian traffic, would not support this many points. Felt it important to add to the application that this building was not always on the corner.

Final Comments: Often hears about this building needing improvement and therefore glad improvements will be made.

Mr. Khavari: Final Comments: Agreed with comments made. Agreed with positive 6 points for the heated sidewalk.

Mr. Mamula made a motion to change the Point Analysis under Policy 16/R Internal Circulation from positive three (+3) to positive six (+6) reflecting a new passing score of positive seven (+7) points for the Theobald Building Renovation, Landmarking and Variance Request (PC#2008058), 101 South Main Street. Mr. Bertaux seconded, and the motion was approved unanimously (5-0).

Mr. Bertaux made a motion to recommend to the Town Council that they adopt an ordinance to Landmark the historic structure at 101 South Main Street based on proposed restoration efforts and the fulfillment of criteria for architectural significance as stated in Section 9-11-4 of the Landmarking Ordinance. Mr. Allen seconded, and the motion was approved unanimously (5-0).

Mr. Pringle made a motion to approve the Theobald Building Renovation, Landmarking and Variance Request (PC#2008058), 101 South Main Street, along with the attached Findings and Conditions and expanding on Finding #24 Paragraph D that it be amended to include the language that the town attorney finds appropriate concerning the fact that this building was previously not a corner lot situation. Mr. Pringle seconded, and the motion was approved unanimously (5-0).

(Suggested language from Tim Berry, Town Attorney:

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

Reason/Factual Basis for Finding: The historic building located on the Applicant’s property was not originally constructed as a corner property. At the time of the building’s construction, there was another building located immediately adjacent to and northerly of the Applicant’s property. That building was subsequently torn down, and Ski Hill Road was built as a public street by the Town. This resulted in the Applicant’s building becoming located at the southwesterly corner of South Main Street and Ski Hill Road. The change that resulted in the Applicant’s property becoming a corner property was not caused by the Applicant. Based on the historical evidence presented by the Applicant, the Planning Commission finds that had the Applicant’s building been originally constructed as a corner property, the northerly elevation of the building most probably would have been constructed with window features similar to those proposed by the Applicant in the Application. For these reasons, the Planning Commission concludes that the applicable conditions are site-specific to the Applicant’s property and do not exist generally within the Town’s Historic District or the land use district in which the Applicant’s property is located.”)

2. Buffalo Crossing (MGT) PC#2008052; 209 & 211 North Main Street

Mr. Thompson presented a proposal to add south facing solar panels to the roof of the approved residential structure of 2,080 sq. ft. with a 585 sq. ft. employee-housing unit. The Applicant also requested local Landmarking of 360 square foot historic cabin (to remain commercial), the addition of a 360 square foot basement under the historic cabin, the addition of a bronze buffalo statute as public art facing North Main Street, and the addition of two exterior areaway accesses to the employee housing unit and to the basement of the proposed commercial unit facing the alley.

Staff recommended the Planning Commission approve Buffalo Crossing, PC#2008052, Lot 67 and Lot 68, Bartlett & Shock, located at 209 and 211 North Main Street, with the attached Findings and Conditions.

Staff also requested that the Planning Commission give a recommendation to the Town Council to approve Local Landmark status to the historic cabin on the property. A separate motion would be required for this recommendation.

Commissioner Questions/Comments:

Mr. Bertaux: Sought clarification about the extension of time to review the solar panels. (Mr. Thompson explained if they didn’t complete them on time they would lose their positive (+3) three points under Policy 33/R Renewable Sources of Energy. Even if the applicant lost the positive three (+3) points for renewable sources of energy, the project would still pass with a point total of positive one (+1).) Recommended land marking this structure.

Final Comments: Appreciated the restoration work being completed.

Mr. Allen: Where did the positive three (+3) for access circulation come from? (Staff explained the east / west circulation was the primary benefit.) Regarding the conflict with pedestrians and cars, he’s not anticipating many cars here. (Staff pointed out there wouldn’t be many cars other than those residing on site.) Positive three (+3) points really warranted because of the east / west connection from Main Street to future Riverwalk.

Final Comments: Ok.

Mr. Pringle: Is the land dedicated to the town? (Staff explained that the applicant will grant a pedestrian access easement prior to Certificate of Occupancy.) He felt staff made the right decision awarding points for the easement.

Final Comments: Looks fine; all discussed in the past.

Mr. Mamula: Did the Public Art Commission review the public art being proposed? (Staff stated the public art application was taken to the Breckenridge Arts Commission. The Arts Commission asked the applicant to consider a more abstract buffalo statue, the applicant has agreed to a less generic buffalo bronze statue.) Was there a safety issue with cars and pedestrians? (Staff pointed out different materials would be used creating an obvious visual impact.) Fine with the limited conflict as long as there are separate materials.

Final Comments: Hard to comment since he hasn't been a part of the application from its inception.

Mr. Khavari: Agreed with the other Commissioners comments.

Final Comments: Thought this was a good project.

Mr. Pringle made a motion to recommend to the Town Council that they adopt an ordinance to Landmark the historic cabin at 209 North Main Street based on the fulfillment of criteria for architectural significance as stated in Section 9-11-4 of the Landmarking Ordinance. Mr. Bertaux seconded, and the motion was approved unanimously (5-0).

Mr. Pringle made a motion to approve the Buffalo Crossing (PC#2008052), 209-211 North Main Street, along with the attached Findings and Conditions adding # 36 to read: "If the applicant does not have the proposed solar panels installed and connected the electrical system for the building at the time of the issuance of a Certificate of Occupancy for the residential building in the southwest corner of the lot, the final point analysis for the project will be modified, with the removal of positive three (+3) points under policy 33/R-Energy Conservation." Mr. Mamula seconded, and the motion was approved unanimously (5-0).

WORKSESSIONS:

1. Planning Commission Field Trip Topics

Mr. Neubecker presented a memo requesting the Commission think about topics and dates for a fall 2008 field trip. Staff was thinking that we could again focus on Ski Area Base development, considering the large redevelopment and master planning of the gondola parking lots. This area is also a de-facto base area, and is one of the largest and most important pieces of land anticipated for development in Breckenridge over the next 5-10 years. Other topics that should be considered are historic preservation, capacity issues, home sizes and affordable housing developments.

The trip has traditionally taken place in September or October of each year.

Commissioner Questions/Comments:

Mr. Bertaux: Suggested energy efficiency vs. historic integrity. Scrape offs and density issues afterwards.

Mr. Allen: Suggested base area development. Suggested visiting Banff or Mountain Village. Iconic hotels would be great to visit.

Mr. Pringle: Suggested Whitefish which has major development. Also consider Banff and/or Canmore.

Mr. Mamula: Also consider scrape-offs, home size.

Mr. Khavari: Redevelopment tops his list.

2. Historic Period of Significance

Mr. Neubecker presented a memo updating the Commission on the Historic Period of Significance. At the meeting on June 3, 2008, staff reiterated the idea of changing our Period of Significance from pre-1942 to "50 years or older". This was based on a suggestion from the Town Council to reconsider our Period of Significance. Since we did not have time at the last meeting to show photographs, we would like to take some time to show you some photos of existing buildings that would soon fall under the 50-year rules.

Currently, "historic" structures in Breckenridge are those that were built prior to 1943, which was the end of gold dredge mining in Breckenridge. However, many communities, including the National Trust for Historic Preservation and the Department of the Interior, use a 50-year rule: properties 50 years and older are eligible for historic designation.

The idea behind this change is that many structures associated with the dawn of skiing in Breckenridge would become eligible for “historic” designation and would therefore garner greater protection from demolition or significant alteration.

Staff presented the slide show, and pointed out that many of the buildings have been significantly altered over time, including complete exterior remodels and major additions that have significantly altered the character of the homes. Staff requested the Commission consider the architectural character of those homes, and indicate if they found there was an architectural character or theme than we need to protect.

Mr. Grosshuesch suggested that Commission consider a relative policy as an incentive.

Commissioner Questions/Comments:

Mr. Bertaux: 1943 is a good limit. Would like to see why a particular building is significant.

Mr. Allen: Didn't think much will be torn down due to loss of density if already over density. Separating residential from commercial may lead to unintended consequences. Allow property owners to opt-in, don't require participation.

Mr. Pringle: Was Aspen successful with a similar issue as this? (Staff will look into Aspen's period of significance.) Did not see any single family homes outside Conservation District that are worth saving. Have not yet formed opinion.

Mr. Mamula: Pointed out the Salt Creek remodel, where they gutted the interior just to keep density. Any single family outside of the district would be irrelevant. Suggested a movable 50 year period with options for the owner. Preferred to not saddle anyone. Recommended basements to address decreased density. Suggested an incentive to opt in.

Mr. Khavari: Identify which structures are being talked about.

ADJOURNMENT:

The meeting was adjourned at 9:55p.m.

Mike Khavari, Chair

Memorandum

TO: Town Council
FROM: Tom Daugherty, Town Engineer
DATE: June 19, 2008
RE: Public Projects Update

Main Street

The project has been completed with the recent asphalt patching and striping of the Sawmill and Wellington parking lots, and the replacement of cracked sidewalk panels on Ski Hill and Lincoln. The contractor has also removed construction equipment and materials from the parking areas. The traffic signal phasing has been changed to remove the "Barn Dance" just as before the barn dance was included.

Wellington Oro Water Treatment Plant

The project continues to move forward. The contractor has completed the building shell and is working on interior plant plumbing and electrical.

Boreas Pass Road

The project is under design by staff.

Riverwalk Center

The concession area is nearly resolved. Only the outside doors remain to be completed. Once we receive the roll up doors the building will be complete.

Fuqua

Utilities are being placed and the building is expected to be operational by the first week in July.

MEMO

TO: Mayor & Town Council
FROM: Tim Gagen
DATE: June 19, 2008
RE: Committee Reports

Other Meetings

CML	Tim Gagen	No Meeting
Wildfire Council	Peter Grosshuesch	No Meeting
CAST	Tim Gagen	No Meeting
NWCCOG	Peter Grosshuesch	No Meeting
Public Art Commission	Jen Cram	No Meeting
I-70 Coalition	Tim Gagen	No Meeting
SCHA	Tim Gagen	No Meeting
Police Advisory Committee	Rick Holman	No Meeting
Summit Stage	James Phelps	No Meeting
Summit Leadership Forum	Tim Gagen	No Meeting
BEDAC	Julia Skurski	June 12, 2008

BEDAC meeting June 12, 2008

Economic Development Committee Update

BEDAC continued their discussion on the gondola lot master plan. They reviewed how the parking configuration may best benefit the proposed uses as well as existing uses in Town, possible summer and shoulder opportunities for the site, the idea of office use on site, and taking advantage of the river on site and carrying it throughout Town for further retail and restaurant opportunities and enhancement.

LLA MJ Loufek June 17, 2008

June 17, 2008 Liquor Licensing Authority Meeting

- All Consent Calendar items were approved
- A new Tavern Liquor License was granted to: In Tune Productions LLC d/b/a **Three20South** (formerly Sherpa & Yeti's); Jeremy M. Rosenberg, LLC Manager & Matthew Karukin, LLC Member
- The Town Clerk updated the Authority on the new Art Gallery Liquor Permit to go into effect on July 1, 2008. This permit will allow an art gallery to provide complementary alcohol beverages to patrons for not more than 15 days during a calendar year. A mailing will be sent to all local art gallery owners to inform them of the new permit.
- The Authority conducted its annual review of the Penalty Guidelines. The Authority discussed adding the new Town Code Offense "Licensee's Employees Not To Be Visibly Intoxicated" into the penalty guidelines. A resolution amending the penalty guidelines will be prepared for consideration by the Authority at the July 15 meeting.

INTEROFFICE MEMORANDUM

TO: TIM GAGEN, TOWN MANAGER
FROM: FINANCE DEPARTMENT
SUBJECT: MAY FINANCIAL STATUS REPORT
DATE: 6/16/2008

This report summarizes the financial condition of the Town of Breckenridge for the period January 1, 2008 – May 31, 2008 (41.67% of the fiscal year). The report includes:

- Benchmark comparisons between prior & current year. Percentage variances compare the Town's present revenue streams and expenditures to both historical levels & YTD budget.
- An overview of each of the Town's twelve funds – both revenue and expenditures (*See attachment titled "All Funds"*).
- An overview of each of the Town's twelve funds, net of inter-fund transfers – both revenue and expenditures. Receipts and charges to/from other funds are not reflected in this report (*See attachment titled "All Funds Net of Inter-Funds Transfers"*).
- Review of the Excise Tax Fund (*See attachment titled "Excise Tax Fund"*).
- Review of the General Fund – both consolidated revenue categories and department expenditures (*See attachment titled "General Fund"*).
- Incorporation of fund balance information for Excise Tax Fund and General Fund to include legally required and Council identified reserves.
- A series of tax reports and related business activity and business sector reports.

The balance of the narrative portion of this report highlights the revenue activity of each of the twelve funds under the heading "Revenue Overview by Fund" followed by a section that describes expenditure activity when applicable under the heading "Expenditure Overview by Fund".

Revenue Overview by Fund:

GENERAL FUND: Revenues are derived from the following sources as a percent of the budget. Recreation Fees 11%, Property Taxes 14%, Miscellaneous Income 3%, Charges for Services 5%, Licenses and Permits 4%, Intergovernmental Revenue and Fines 5%, and Transfers from Other Funds 58%. Recreation Fees are lower than 2007 primarily due to overall ticket and pass fees. Property Tax revenues are higher than 2007 due to property valuations and mill levy increases. Investment Income for 2008 is higher than 2007 due to the timing of maturities. Charges for Services are higher than 2007 primarily due to Plan Check Fees for a large developer. Licenses and Permits are higher than 2007 due primarily to building permits. Intergovernmental revenues are slightly higher than 2007 due generally to highway users tax, road and bridge tax, and vehicle registrations. Fines/Forfeitures are higher than 2007 due primarily to penal fines. 2008 year-to-date General Fund revenue (net of transfers) is higher than 2007 by 35%.

WATER FUND: Revenues are derived from the following sources, Water Rents, Plant Investment Fees (PIF), Water Service Maintenance Fees (WSMF), Investment Income, and miscellaneous income. 2008 revenues are higher than 2007 due primarily due to Plant Investment Fees for a large developer.

CAPITAL FUND: 2008 revenue is derived from a transfer from the Excise Fund, investment income, Parking District assessment and various grants for projects. 2008 revenues are lower than 2007 primarily due to transfers from the Excise Fund which are budgeted to be less than 2007, and due to the Federal Transportation Grant for the Fleet Maintenance Facility.

MARKETING FUND: Revenues (net of transfers) are driven by Business Licenses, Accommodations Tax, Sales Tax and transfers from the Excise Tax Fund. 2008 revenues are higher than 2007 due primarily to transfers from the Excise Tax Fund which are budgeted to be higher than 2007.

GOLF FUND: Revenues consist of residential card sales, greens fees, cart rental, driving range fees, investment income, clubhouse rent and a transfer from the Excise Tax Fund. 2008 revenues are lower than 2007 primarily due to resident card sales and green fees.

EXCISE TAX FUND: Sales Tax represents 60% of this fund's budgeted revenue, Real Estate Transfer Tax (RETT) 26%, Accommodation Tax 8%, Investment Income 3%, Cigarette and Franchise Taxes 3%. 2008 revenues are slightly lower than 2007 primarily due to RETT. The major difference between the sales tax revenue reported on this report and the sales tax collection report is the delay in receipt of the County sales tax received from the State the following month. The series of tax reports provides more information.

AFFORDABLE HOUSING FUND: Revenues are based on sales tax, impact fees, rental of properties owned or leased by the Town and repayment of housing assistance loans. 2008 revenues are higher than 2007 due to sales tax, impact fees and transfers from the Excise Tax Fund that are budgeted to be significantly higher.

OPEN SPACE FUND: Revenues are typically derived from sales tax and investment income and development contributions. 2008 revenues are slightly higher than 2007 primarily due to sales tax revenue and receipt of the State Grant for Cucumber Gulch.

CONSERVATION TRUST FUND: Revenues are the Town's share of lottery funds and investment income. The state distributes lottery proceeds on a quarterly basis. Proceeds received for the first quarter are slightly higher than 2007.

GARAGE SERVICES FUND: Revenue for this fund is derived by charging the departments within the Town a pro-rata cost based on use of Town vehicles. 2008 revenues are higher than 2007 due to internal service revenue from other funds that are budgeted to be higher.

INFORMATION SERVICES FUND: Revenues are derived from charging the departments within the Town a pro-rata cost based on their use of I/S services. The internal service revenue for 2008 is budgeted to be higher than the prior year.

FACILITIES MAINTENANCE FUND: This fund has been established to provide funding for maintenance and replacement of capital assets. Revenues are derived from other funds associated with primary use of the facility and transfers from the Excise Tax Fund. Revenues are budgeted to be the same as 2007.

SPECIAL PROJECTS FUND: This fund is new this year and has been established to provide funding for non-reoccurring and non-routine projects and initiatives. Revenues are derived through transfers from the Excise Fund.

Expenditure Overview by Fund:

Comments below are limited to funds with significant variance from the prior year. The 2008 Annual Budget includes supplemental appropriated funds as proposed during the February 26th Council meeting.

GENERAL FUND: 2008 General Government expenditures are higher than 2007 primarily due to personnel costs, and legal services. 2008 Community Development expenditures are higher than 2007 due to personnel costs and consultant fees. Engineering expenditures are slightly higher than 2007 due personnel costs. Parking and Transit expenditures are higher than 2007 primarily due to garage fund allocations, personnel costs, and consultant services. 2008 Police expenditures are higher than 2007 primarily due to personnel costs and computer allocations. 2008 Public Works expenditures are higher primarily due to personnel costs and repair/maintenance supplies. Recreation expenditures are higher than 2007 primarily due to personnel costs, building improvements, and electric/gas costs. Miscellaneous expenditures are lower than 2007 due to the last year's payment of \$3,044,750 for the gondola. 2008 Debt Service is lower than 2007 due to the timing of debt service payments.

WATER FUND: 2008 expenditures are higher than 2007 primarily due to repair and maintenance costs and the Tarn SCADA expenditures. YTD Actual is lower than YTD Budget due to timing of capital projects.

CAPITAL FUND: 2008 expenditures are higher than 2007 due to capital expenditures for the Riverwalk Center Roof, Childcare Facility, and Recreation Center capital projects. Expenses are incurred as construction occurs and are subject to the timing of construction. For that reason, historical comparisons are not always useful. In addition, current year "YTD Budget" column is modeled upon last year's spending pattern, and may not always reflect this year's spending activity (YTD Actual).

MARKETING FUND: Expenditures are primarily for contracted services (BRC) and contributions to community organizations. 2008 expenditures are higher than 2007 primarily due to the BRC monthly payments and grants to other agencies which are both budgeted to be higher than 2007.

GOLF FUND: 2008 expenditures are higher than 2007 primarily due to capital expenditures for landscaping equipment.

EXCISE TAX FUND: Because the Excise Tax Fund includes transfers to other funds and debt expenditures, any variances between fiscal years is a result of changes in budgeted transfers and changes in debt service payments.

AFFORDABLE HOUSING FUND: Expenditures are for down payment assistance loans, rental down payment assistance, childcare support, and other affordable housing related expenditures. 2008 expenditures are higher than 2007 due to payments for property acquisition and childcare support. In addition, current year "YTD Budget" column is

modeled upon last year's spending pattern, and may not always reflect this year's spending activity (YTD Actual).

OPEN SPACE FUND: 2008 expenditures are higher than 2007 due primarily to remediation costs associated with Wellington Oro.

CONSERVATION TRUST FUND: 2008 expenditures are budgeted and incurred on a recurring monthly basis, so long as an eligible CIP project has been identified. 2008 is budgeted to be higher than 2007.

GARAGE SERVICES FUND: Expenditures for vehicle and equipment maintenance, repair and replacement occur in this fund. 2008 operational expenditures for this period are higher than 2007 primarily due to increased fuel costs and vehicle repair parts. 2008 capital expenditures are for acquisition of new buses. In addition, current year "YTD Budget" column is modeled upon last year's spending pattern, and may not always reflect this year's spending activity (YTD Actual).

INFORMATION SERVICES FUND: This fund provides telephone, computer equipment, software licenses, repair, and maintenance of the same. 2008 expenditures are higher than last year due primarily to computer support and maintenance. In addition, current year "YTD Budget" column is modeled upon last year's spending pattern, and may not always reflect this year's spending activity (YTD Actual).

FACILITIES MAINTENANCE FUND: Expenditures for maintenance and replacement of capital assets occur in this fund.

SPECIAL PROJECTS FUND: Expenditures for specified special projects are expended as incurred in this fund. 2008 expenditures are primarily for three buses and other projects budgeted for in this fund.

The All Funds Summary and the All Funds Net of Inter-Fund Transfers Summary report 2008 YTD revenues approximately 13% and 18% higher than 2007 respectively. The current YTD expenditures are approximately 27% higher than 2007 for All Funds Summary and approximately 42% higher than 2007 as shown in the All Funds Net of Inter-Fund Transfers Summary.



Town of Breckenridge

All Funds

Current Year to Prior Year Comparison
YTD Ending: MAY-08

	Prior Year			Actual/Actual Pct Variance	Current Year			Annual Budget	Pct of Budget Rec'd/Spent
	YTD Actual	YE Total	Pct of YE Rec'd/Spent		YTD Actual	YTD Budget	Actual/Budget Pct Variance		
General Fund	10,018,902	23,337,879	42.93%	13.13%	10,589,606	23,589,654	48.05%		
Water Fund	1,067,876	4,287,025	24.91%	106.26%	1,341,396	3,424,679	64.32%		
Capital Fund	2,203,170	13,610,108	16.19%	-31.29%	1,215,756	2,871,000	52.73%		
Marketing Fund	564,499	1,343,453	42.02%	19.66%	667,686	1,457,295	46.35%		
Golf Fund	353,055	2,663,738	13.25%	-24.83%	265,393	2,541,855	10.44%		
Excise Tax Fund	9,511,325	21,783,177	43.66%	-3.91%	9,139,678	21,570,493	42.37%		
Affordable Housing Fund	283,161	1,349,329	20.99%	352.05%	1,280,031	3,506,041	36.51%		
Open Space Fund	1,007,315	2,226,421	45.24%	2.38%	1,092,155	1,969,000	52.38%		
Conservation Trust Fund	7,835	35,043	22.36%	9.08%	8,546	30,600	27.93%		
Garage Services Fund	743,612	1,787,168	41.61%	15.60%	859,616	2,035,504	42.23%		
Information Services Fund	368,006	883,215	41.67%	8.45%	399,114	957,874	41.67%		
Facilities Maintenance Fund	179,337	430,408	41.67%	0.00%	179,337	430,410	41.67%		
Special Projects Fund	0	0	n/m	n/m	945,417	2,269,000	41.67%		
TOTAL REVENUE	26,308,091	73,736,962	35.68%	13.41%	29,835,118	66,653,405	44.76%		
General Fund	10,363,222	23,335,090	44.41%	-18.04%	8,493,960	23,752,046	35.76%		
Water Fund	809,503	2,395,438	33.79%	6.97%	865,937	5,545,139	15.62%		
Capital Fund	544,139	6,214,703	8.76%	434.98%	2,911,051	2,811,000	103.56%		
Marketing Fund	548,267	1,293,224	42.40%	38.78%	760,903	1,689,514	45.04%		
Golf Fund	521,203	2,188,889	23.81%	12.41%	585,889	2,446,018	23.95%		
Excise Tax Fund	7,679,928	23,882,767	32.16%	16.82%	8,971,762	21,492,810	41.74%		
Affordable Housing Fund	21,510	1,124,585	1.91%	n/m	1,970,962	3,260,608	60.45%		
Open Space Fund	655,846	2,387,617	27.47%	33.55%	875,870	2,109,027	41.53%		
Conservation Trust Fund	12,500	30,000	41.67%	50.00%	18,750	45,000	41.67%		
Garage Services Fund - Ops	424,834	1,131,051	37.56%	44.79%	615,127	1,390,193	44.25%		
Garage Services Fund - Capital	84,687	494,475	17.13%	1161.49%	1,068,321	747,440	142.93%		
Information Services Fund	316,549	859,713	36.82%	19.43%	378,064	1,015,757	37.22%		
Facilities Maintenance Fund	0	20,689	0.00%	n/m	0	136,722	0.00%		
Special Projects Fund	0	0	n/m	n/m	397,961	2,268,286	17.54%		
TOTAL EXPENDITURES	21,982,188	65,358,240	33.63%	26.99%	27,914,557	68,709,560	40.63%		



Town of Breckenridge

All Funds Net of Inter-Fund Transfers

Current Year to Prior Year Comparison

YTD Ending: MAY-08

	Prior Year			Actual/Actual Pct Variance	Current Year			41.67 of FY	
	YTD Actual	YE Total	Pct of YE Rec'd/Spent		YTD Actual	YTD Budget	Actual/Budget Pct Variance		Annual Budget
General Fund	4,172,163	9,305,707	44.83%	35.10%	5,636,395	4,891,212	115.24%	9,913,509	56.86%
Water Fund	1,067,876	4,287,025	24.91%	106.26%	2,202,650	1,341,396	164.21%	3,424,679	64.32%
Capital Fund	676,712	5,221,643	12.96%	-33.99%	446,685	148,672	300.45%	310,000	144.09%
Marketing Fund	510,332	1,213,453	42.06%	7.87%	550,493	542,686	101.44%	1,157,295	47.57%
Golf Fund	248,888	2,413,738	10.31%	-35.22%	161,226	845,273	19.07%	2,291,855	7.03%
Excise Tax Fund	9,511,325	21,783,177	43.66%	-3.91%	9,139,678	10,772,311	84.84%	21,570,493	42.37%
Affordable Housing Fund	129,419	362,906	35.66%	128.47%	295,680	297,115	99.52%	1,143,600	25.86%
Open Space Fund	1,007,315	2,226,421	45.24%	2.38%	1,031,286	1,092,155	94.43%	1,969,000	52.38%
Conservation Trust Fund	7,835	35,043	22.36%	9.08%	8,546	6,863	124.53%	30,600	27.93%
Garage Services Fund	0	2,500	0.00%	n/m	12,740	1,250	1019.19%	3,000	424.66%
Information Services Fund	0	0	n/m	n/m	0	0	n/m	0	n/m
Facilities Maintenance Fund	0	0	n/m	n/m	0	0	n/m	0	n/m
Special Projects Fund	0	0	n/m	n/m	945,417	945,417	100.00%	2,269,000	41.67%
TOTAL REVENUE	17,331,864	46,851,611	36.99%	17.88%	20,430,795	20,884,350	97.83%	44,083,031	46.35%
General Fund	9,232,378	20,616,797	44.78%	-21.76%	7,223,095	7,784,451	92.79%	20,701,979	34.89%
Water Fund	613,907	1,926,009	31.87%	9.97%	675,141	1,842,096	36.65%	5,087,229	13.27%
Capital Fund	544,139	6,214,703	8.76%	434.98%	2,911,051	1,171,250	248.54%	2,811,000	103.56%
Marketing Fund	548,267	1,293,224	42.40%	38.78%	760,903	732,097	103.93%	1,689,514	45.04%
Golf Fund	488,744	2,110,987	23.15%	12.55%	550,086	528,619	104.06%	2,360,091	23.31%
Excise Tax Fund	78,669	297,338	26.46%	n/m	1,086,128	1,022,019	106.27%	2,567,288	42.31%
Affordable Housing Fund	21,510	1,124,585	1.91%	9063.20%	1,970,962	1,248,804	157.83%	3,260,608	60.45%
Open Space Fund	653,696	2,382,459	27.44%	33.62%	873,496	735,089	118.83%	2,103,330	41.53%
Conservation Trust Fund	0	0	n/m	n/m	0	0	n/m	0	n/m
Garage Services Fund - Ops	424,834	1,131,051	37.56%	44.79%	615,127	527,325	116.65%	1,390,193	44.25%
Garage Services Fund - Capital	84,687	494,475	17.13%	1161.49%	1,068,321	116,428	917.58%	747,440	142.93%
Information Services Fund	315,130	856,307	36.80%	19.94%	377,963	326,095	115.91%	1,015,515	37.22%
Facilities Maintenance Fund	0	20,689	0.00%	n/m	0	0	n/m	136,722	0.00%
Special Projects Fund	0	0	n/m	n/m	397,961	945,119	42.11%	2,268,286	17.54%
TOTAL EXPENDITURES	13,005,961	38,468,623	33.81%	42.32%	18,510,235	16,979,391	109.02%	46,139,195	40.12%



Town of Breckenridge

Excise Tax Fund
 Current Year to Prior Year Comparison
 YTD Ending: MAY-08

	Prior Year			Actual/Actual Pct Variance	Current Year			41.67% of FY Pct of Budget Rec'd/Spent
	YTD Actual	YE Total	Pct of YE Rec'd/Spent		YTD Actual	YTD Budget	Actual/Budget Pct Variance	
Sales Tax	5,838,401	13,040,545	44.77%	3.53%	6,044,254	6,904,277	12,955,270	46.65%
Accommodations Taxes	1,092,831	1,803,464	60.60%	6.20%	1,160,571	1,243,273	1,713,223	67.74%
RETT	2,066,074	5,675,235	36.41%	-24.99%	1,549,716	2,075,090	5,700,000	27.19%
Miscellaneous Taxes	247,583	602,106	41.12%	-7.30%	229,511	285,292	602,000	38.12%
Investment Income	266,437	661,827	40.26%	-41.59%	155,626	264,379	600,000	25.94%
TOTAL REVENUE	9,511,325	21,783,177	43.66%	-3.91%	9,139,678	10,772,311	21,570,493	42.37%
Transfers	7,601,259	23,585,429	32.23%	16.18%	8,831,051	8,831,051	21,194,522	41.67%
Debt Service	78,669	297,338	26.46%	78.87%	140,712	76,602	298,288	47.17%
TOTAL EXPENDITURES	7,679,928	23,882,767	32.16%	16.82%	8,971,762	8,907,653	21,492,810	41.74%
YTD EXCESS/(DEFICIT)	1,831,397	(2,099,590)			167,915	1,864,658	77,683	
Jan. 1 2008 Fund Balance					10,008,355			
Reserved for Debt Service					(900,000)			
UNAUDITED BALANCE					9,276,270			



Town of Breckenridge

General Fund
Current Year to Prior Year Comparison
YTD Ending: MAY-08

	Prior Year			Actual/Actual Pct Variance	Current Year			41.67% of FY Pct of Budget Rec'd/Spent
	YTD Actual	YE Total	Pct of YE Rec'd/Spent		YTD Actual	YTD Budget	Actual/Budget Pct Variance	
REVENUES								
Recreation Fees	1,138,468	2,618,575	43.48%	1,068,150	1,136,669	93.97%	2,592,700	41.20%
Property Tax	1,385,626	2,187,999	63.33%	2,199,191	2,167,008	101.49%	3,359,675	65.46%
Investment Income	264,430	722,558	36.60%	482,716	285,860	161.87%	630,000	73.45%
Miscellaneous Income	131,793	232,213	56.76%	127,705	80,853	157.95%	169,900	75.16%
Charges For Services	529,032	1,351,509	39.14%	732,147	499,337	146.62%	1,077,450	67.95%
Licenses and Permits	298,477	1,144,615	26.08%	549,420	221,765	247.75%	842,150	65.24%
Intergovernmental	311,417	747,414	41.67%	367,308	392,823	93.50%	982,933	37.37%
Fines/Forfeitures	112,921	300,824	37.54%	129,757	106,898	121.38%	258,700	50.16%
Transfers In	5,846,738	14,032,172	41.67%	5,698,394	5,698,394	100.00%	13,676,145	41.67%
Revenues	10,018,902	23,337,879	42.93%	11,334,788	10,589,606	107.04%	23,589,654	48.05%
EXPENDITURES								
General Government	644,477	1,834,152	35.14%	771,979	973,671	79.29%	2,480,385	31.12%
Community Development	560,403	1,547,465	36.21%	650,115	790,783	82.21%	1,919,988	33.86%
Engineering	167,580	446,638	37.52%	178,528	201,268	88.70%	512,760	34.82%
Finance	415,660	1,115,678	37.26%	416,473	469,263	88.75%	1,294,176	32.18%
Parking and Transit	791,226	2,060,580	38.40%	1,139,469	1,179,573	96.60%	2,833,036	40.22%
Police	1,176,678	2,880,511	40.85%	1,346,848	1,483,065	90.82%	3,593,689	37.48%
Public Works	1,635,950	5,042,458	32.44%	1,781,307	1,945,512	91.56%	5,378,626	33.12%
Recreation	1,612,643	4,330,351	37.24%	1,859,371	1,894,585	98.14%	5,048,781	36.83%
Miscellaneous	3,294,668	3,529,234	93.35%	324,300	60,833	533.10%	146,000	222.12%
Debt Service	63,936	545,252	11.73%	25,570	55,656	45.94%	544,606	4.70%
Transfers Out	0	0	n/m	0	0	n/m	0	n/m
Expenditures	10,363,222	23,332,318	44.42%	8,493,960	9,054,209	93.81%	23,752,046	35.76%
Rev Over(Under) Exp	(344,321)	5,560		2,840,828		185.02%		-1749.36%
Jan. 1 2008 Fund Balance				11,970,176				
Operating Reserve				(5,800,000)				
Tabor Reserve				(700,000)				
Debt Service Reserve				(1,200,000)				
Medical Reserve				(500,000)				
Unaudited Balance				6,611,004				

Town of Breckenridge

Affordable Housing Fund May-08

	<u>Total Budget</u>	<u>YTD Activity</u> <u>MAY-08</u>	<u>PTD Activity</u> <u>MAY-08</u>	<u>Budget Balance</u> <u>MAY-08</u>	<u>Pct Us</u> <u>MAY-08</u>
Revenue					
007 0928 41211 SALES TAX	285,600	210,208	54,144	75,392	73.60
007 0928 44350 SHA DEVELOPMENT IMPACT FEE	800,000	69,015	11,674	730,986	8.63
007 0928 46162 TRF FROM EXCISE TAX FUND	2,362,441	984,350	196,870	1,378,091	41.67
007 0928 49191 INVESTMENT INCOME	10,000	1,563	0	8,437	15.63
007 0928 49591 RENTAL INCOME	28,000	14,894	2,419	13,106	53.19
007 0928 49592 MORTGAGE PAYMENTS	20,000	0	0	20,000	0.00
007 0928 TOTAL	3,506,041	1,280,031	265,108	2,226,010	36.51
Total Revenue	<u>3,506,041</u>	<u>1,280,031</u>	<u>265,108</u>	<u>2,226,010</u>	<u>36.51</u>
Expense					
007 0928 52239 MISC R & M SUPPLIES	1,000	0	0	1,000	0.00
007 0928 53334 MEMBERSHIP FEES	2,880	1,033	206	1,847	35.87
007 0928 53341 ELECTRIC & GAS	0	747	279	(747)	n/m
007 0928 53360 CHILD CARE PROGRAMS	598,628	235,095	17,373	363,533	39.27
007 0928 54446 HOUSING CAPITAL (SHA FUNDED)	1,085,600	954,663	0	130,937	87.94
007 0928 54448 HOUSING CAPITAL & PROJECT (TOWN)	1,500,000	707,175	263,994	792,826	47.14
007 0928 57711 GRANTS TO OTHER AGENCIES	72,500	72,250	70,000	250	99.66
007 0928 TOTAL	3,260,608	1,970,962	351,852	1,289,646	60.45
Total Expense	<u>3,260,608</u>	<u>1,970,962</u>	<u>351,852</u>	<u>1,289,646</u>	<u>60.45</u>
YTD Excess/(Deficit)		(690,932)			
Jan 1, 2008 Fund Balance *		<u>2,104,194</u>			
Unaudited Balance		<u>1,413,262</u>			

* Includes \$1,500,000 transfer from Capital Fund in 2007.

TOWN OF BRECKENRIDGE
SALES TAX COLLECTIONS
REPORTED IN THE PERIOD EARNED

Sales Period	2007 Collections			2008 Budget			2008 Monthly			2008 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2007	Budget	% of Budget	Actual	% Change from 2007
JAN.	\$ 1,655,286	\$ 1,655,286	12.7%	\$ 1,644,461	\$ 1,644,461	12.7%	\$ 1,699,052	2.6%	103.3%	\$ 1,699,052	2.6%	13.1%
FEB	\$ 1,573,159	\$ 3,228,444	24.8%	\$ 1,562,871	\$ 3,207,333	24.8%	\$ 1,759,932	11.9%	112.6%	\$ 3,458,985	7.1%	26.7%
MAR	\$ 2,068,772	\$ 5,297,217	40.6%	\$ 2,055,244	\$ 5,262,577	40.6%	\$ 2,129,985	3.0%	103.6%	\$ 5,588,969	5.5%	43.1%
APR	\$ 961,921	\$ 6,259,137	48.0%	\$ 955,630	\$ 6,218,207	48.0%	\$ 814,209	-15.4%	85.2%	\$ 6,403,179	2.3%	49.4%
MAY	\$ 468,712	\$ 6,727,849	51.6%	\$ 465,647	\$ 6,683,854	51.6%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
JUN	\$ 731,509	\$ 7,459,358	57.2%	\$ 726,726	\$ 7,410,580	57.2%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
JUL	\$ 977,334	\$ 8,436,692	64.7%	\$ 970,943	\$ 8,381,523	64.7%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
AUG	\$ 829,380	\$ 9,266,072	71.1%	\$ 823,957	\$ 9,205,479	71.1%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
SEP	\$ 779,729	\$ 10,045,801	77.0%	\$ 774,630	\$ 9,980,110	77.0%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
OCT	\$ 549,408	\$ 10,595,209	81.2%	\$ 545,815	\$ 10,525,925	81.2%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
NOV	\$ 682,786	\$ 11,277,995	86.5%	\$ 678,321	\$ 11,204,246	86.5%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
DEC	\$ 1,762,550	\$ 13,040,545	100.0%	\$ 1,751,024	\$ 12,955,270	100.0%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%

Sales tax amounts reflect collections net of the 3.3% transferred to the Marketing Fund and .5% tax earmarked for Open Space.

TOWN OF BRECKENRIDGE
ACCOMMODATION TAX COLLECTIONS
REPORTED IN THE PERIOD EARNED

Sales Period	2007 Collections			2008 Budget			2008 Monthly			2008 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2007	Budget	Actual	% Change from 2007	Budget
JAN.	\$ 288,977	\$ 288,977	16.0%	\$ 274,518	\$ 274,518	16.0%	\$ 319,027	10.4%	116.2%	\$ 319,027	10.4%	18.6%
FEB	\$ 292,577	\$ 581,554	32.2%	\$ 277,937	\$ 552,455	32.2%	\$ 330,262	12.9%	118.8%	\$ 649,289	11.6%	37.9%
MAR	\$ 389,705	\$ 971,260	53.9%	\$ 370,205	\$ 922,660	53.9%	\$ 418,622	7.4%	113.1%	\$ 1,067,911	10.0%	62.3%
APR	\$ 121,571	\$ 1,092,831	60.6%	\$ 115,488	\$ 1,038,149	60.6%	\$ 92,660	-23.8%	80.2%	\$ 1,160,571	6.2%	67.7%
MAY	\$ 20,872	\$ 1,113,703	61.8%	\$ 19,827	\$ 1,057,976	61.8%	\$ -	-100.0%	0.0%	\$ 1,160,571	4.2%	67.7%
JUN	\$ 63,384	\$ 1,177,086	65.3%	\$ 60,212	\$ 1,118,188	65.3%	\$ -	-100.0%	0.0%	\$ 1,160,571	-1.4%	67.7%
JUL	\$ 98,186	\$ 1,275,272	70.7%	\$ 93,273	\$ 1,211,461	70.7%	\$ -	-100.0%	0.0%	\$ 1,160,571	-9.0%	67.7%
AUG	\$ 82,172	\$ 1,357,445	75.3%	\$ 78,060	\$ 1,289,522	75.3%	\$ -	-100.0%	0.0%	\$ 1,160,571	-14.5%	67.7%
SEP	\$ 61,629	\$ 1,419,073	78.7%	\$ 58,545	\$ 1,348,067	78.7%	\$ -	-100.0%	0.0%	\$ 1,160,571	-18.2%	67.7%
OCT	\$ 30,799	\$ 1,449,873	80.4%	\$ 29,258	\$ 1,377,325	80.4%	\$ -	-100.0%	0.0%	\$ 1,160,571	-20.0%	67.7%
NOV	\$ 56,042	\$ 1,505,915	83.5%	\$ 53,238	\$ 1,430,563	83.5%	\$ -	-100.0%	0.0%	\$ 1,160,571	-22.9%	67.7%
DEC	\$ 297,549	\$ 1,803,464	100.0%	\$ 282,660	\$ 1,713,223	100.0%	\$ -	-100.0%	0.0%	\$ 1,160,571	-35.6%	67.7%

Accommodation tax amounts reflect collections at the 2% rate.

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

Sales Period	2007 Collections			2008 Budget			2008 Monthly			2008 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2007 Budget	% of Budget	Actual	% Change from 2007 Budget	% of Budget
JAN.	\$ 352,958	\$ 352,958	6.2%	\$ 354,498	\$ 354,498	6.2%	\$ 355,179	0.6%	100.2%	\$ 355,179	0.6%	6.2%
FEB	\$ 342,995	\$ 695,953	12.3%	\$ 344,492	\$ 698,990	12.3%	\$ 215,566	-37.2%	62.6%	\$ 570,745	-18.0%	10.0%
MAR	\$ 271,817	\$ 967,770	17.1%	\$ 273,003	\$ 971,993	17.1%	\$ 336,956	24.0%	123.4%	\$ 907,701	-6.2%	15.9%
APR	\$ 564,624	\$ 1,532,394	27.0%	\$ 567,088	\$ 1,539,081	27.0%	\$ 326,521	-42.2%	57.6%	\$ 1,234,222	-19.5%	21.7%
MAY	\$ 533,680	\$ 2,066,074	36.4%	\$ 536,009	\$ 2,075,090	36.4%	\$ 315,494	-40.9%	58.9%	\$ 1,549,716	-25.0%	27.2%
JUN	\$ 522,999	\$ 2,589,073	45.6%	\$ 525,282	\$ 2,600,371	45.6%	\$ 113,149	-78.4%	21.5%	\$ 1,662,865	-35.8%	29.2%
JUL	\$ 343,610	\$ 2,932,683	51.7%	\$ 345,109	\$ 2,945,481	51.7%	\$ -	-100.0%	0.0%	\$ 1,662,865	-43.3%	29.2%
AUG	\$ 594,349	\$ 3,527,032	62.1%	\$ 596,942	\$ 3,542,423	62.1%	\$ -	-100.0%	0.0%	\$ 1,662,865	-52.9%	29.2%
SEP	\$ 711,996	\$ 4,239,028	74.7%	\$ 715,103	\$ 4,257,526	74.7%	\$ -	-100.0%	0.0%	\$ 1,662,865	-60.8%	29.2%
OCT	\$ 392,752	\$ 4,631,779	81.6%	\$ 394,466	\$ 4,651,991	81.6%	\$ -	-100.0%	0.0%	\$ 1,662,865	-64.1%	29.2%
NOV	\$ 459,147	\$ 5,090,926	89.7%	\$ 461,150	\$ 5,113,142	89.7%	\$ -	-100.0%	0.0%	\$ 1,662,865	-67.3%	29.2%
DEC	\$ 584,308	\$ 5,675,235	100.0%	\$ 586,858	\$ 5,700,000	100.0%	\$ -	-100.0%	0.0%	\$ 1,662,865	-70.7%	29.2%

EFFECTIVE JUNE 16, 2008

TOWN OF BRECKENRIDGE
AFFORDABLE HOUSING SALES TAX COLLECTIONS

REPORTED IN THE PERIOD EARNED

Sales Period	2007 Collections			2008 Budget			2008 Monthly			2008 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2007	Budget	% of Budget	Actual	% Change from 2007
JAN.	\$ 51,087	\$ 51,087	0.0%	\$ 34,776	\$ 34,776	12.2%	\$ 41,210	-19.3%	118.5%	\$ 41,210	-19.3%	14.4%
FEB	\$ 38,682	\$ 89,768	0.0%	\$ 34,123	\$ 68,899	11.9%	\$ 44,745	15.7%	131.1%	\$ 85,955	-4.2%	30.1%
MAR	\$ 26,803	\$ 116,571	0.0%	\$ 44,438	\$ 113,337	15.6%	\$ 54,144	102.0%	121.8%	\$ 140,099	20.2%	49.1%
APR	\$ 24,331	\$ 140,903	0.0%	\$ 20,714	\$ 134,051	7.3%	\$ 15,820	-35.0%	76.4%	\$ 155,919	10.7%	54.6%
MAY	\$ 10,950	\$ 151,853	0.0%	\$ 8,695	\$ 142,746	3.0%	\$ -	-100.0%	0.0%	\$ 155,919	2.7%	54.6%
JUN	\$ 15,741	\$ 167,594	0.0%	\$ 15,281	\$ 158,027	5.4%	\$ -	-100.0%	0.0%	\$ 155,919	-7.0%	54.6%
JUL	\$ 26,125	\$ 193,719	0.0%	\$ 21,320	\$ 179,346	7.5%	\$ -	-100.0%	0.0%	\$ 155,919	-19.5%	54.6%
AUG	\$ 24,494	\$ 218,214	0.0%	\$ 18,738	\$ 198,085	6.6%	\$ -	-100.0%	0.0%	\$ 155,919	-28.5%	54.6%
SEP	\$ 13,502	\$ 231,715	0.0%	\$ 17,420	\$ 215,504	6.1%	\$ -	-100.0%	0.0%	\$ 155,919	-32.7%	54.6%
OCT	\$ 13,274	\$ 244,990	0.0%	\$ 11,580	\$ 227,085	4.1%	\$ -	-100.0%	0.0%	\$ 155,919	-36.4%	54.6%
NOV	\$ 17,712	\$ 262,701	0.0%	\$ 15,358	\$ 242,443	5.4%	\$ -	-100.0%	0.0%	\$ 155,919	-40.6%	54.6%
DEC	\$ 52,398	\$ 315,099	0.0%	\$ 43,157	\$ 285,600	15.1%	\$ -	-100.0%	0.0%	\$ 155,919	-50.5%	54.6%

Affordable Housing Sales Tax reflects money distributed to the Town net of the Housing Authority share and is deposited directly into the Affordable Housing Fund. Jan. 2007 sales tax receipts include overpayments from a large vendor that have been credited back in later months.

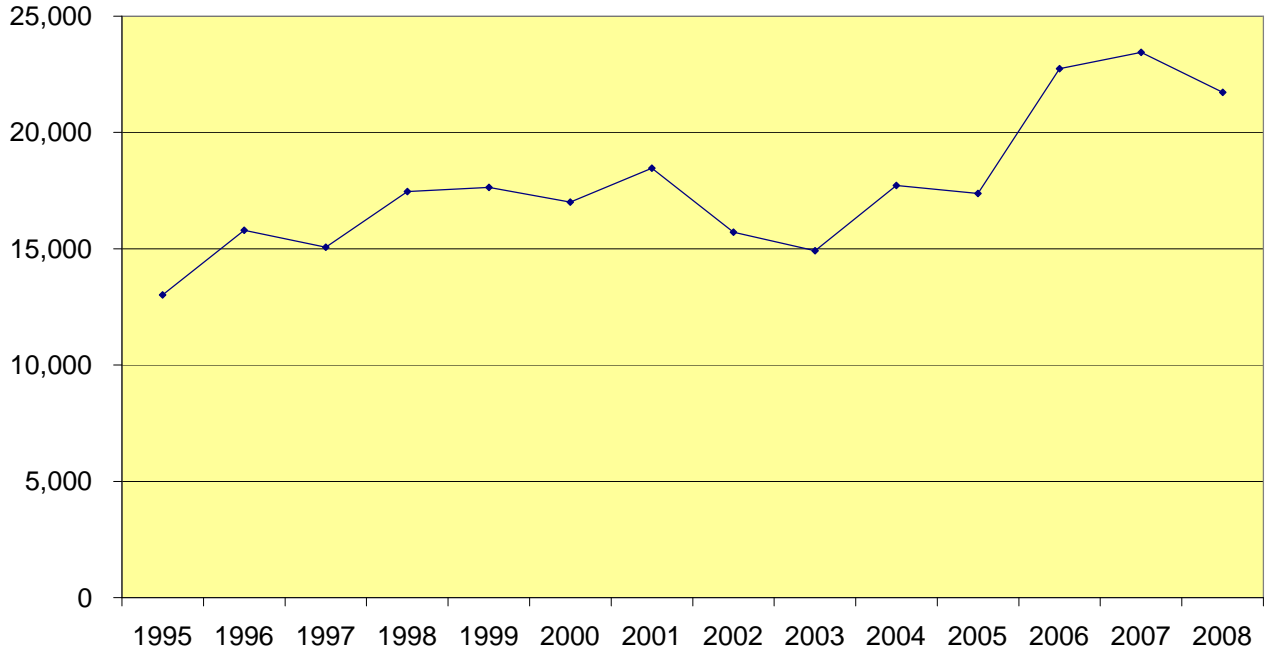
**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Total - All Categories

	Monthly Totals															Monthly		YTD	
	Actual 1995	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	% 07-08	YTD 2007	YTD 2008	% Change 07-08	
January	23,917	25,557	27,635	28,801	29,065	28,563	31,078	29,408	28,210	31,448	33,224	38,415	43,866	45,811	4.4%	43,866	45,811	4.4%	
February	25,373	28,985	27,917	29,631	31,137	31,869	34,425	31,954	29,893	33,199	35,711	39,290	43,166	46,901	8.7%	87,032	92,712	6.5%	
March	32,003	35,967	39,570	37,415	39,642	43,397	44,187	42,716	39,324	39,106	45,253	50,031	55,915	56,171	0.5%	142,947	148,883	4.2%	
April	13,019	15,800	15,064	17,458	17,634	17,001	18,459	15,706	14,908	17,721	17,376	22,741	23,444	21,730	-7.3%	166,391	170,613	2.5%	
May	5,055	5,898	6,250	6,577	6,911	7,907	8,706	8,186	8,768	8,826	9,294	10,587	12,012	0	-100.0%	178,403	170,613	-4.4%	
June	9,173	9,883	9,873	10,959	12,963	13,910	15,001	13,654	13,240	13,953	15,889	16,922	20,217	0	-100.0%	198,620	170,613	-14.1%	
July	13,419	14,775	15,621	16,993	17,806	18,829	18,864	19,056	19,700	20,602	22,029	24,027	25,743	0	-100.0%	224,363	170,613	-24.0%	
August	12,942	14,784	14,989	15,987	16,166	16,988	17,725	16,706	17,755	17,734	19,254	21,925	23,730	0	-100.0%	248,093	170,613	-31.2%	
September	10,678	10,924	11,202	12,282	13,921	16,062	13,356	13,495	14,159	15,696	16,863	19,861	20,281	0	-100.0%	268,374	170,613	-36.4%	
October	7,166	7,464	7,924	7,986	8,797	9,915	10,642	9,550	9,740	10,654	12,297	13,531	14,546	0	-100.0%	282,920	170,613	-39.7%	
November	9,399	9,782	11,147	11,637	11,392	12,294	11,559	11,403	12,349	13,460	14,987	18,141	18,160	0	-100.0%	301,080	170,613	-43.3%	
December	25,837	26,356	29,535	30,506	30,621	33,530	28,630	33,416	34,822	39,109	43,692	46,637	50,203	0	-100.0%	351,283	170,613	-51.4%	

TAXABLE SALES - APRIL



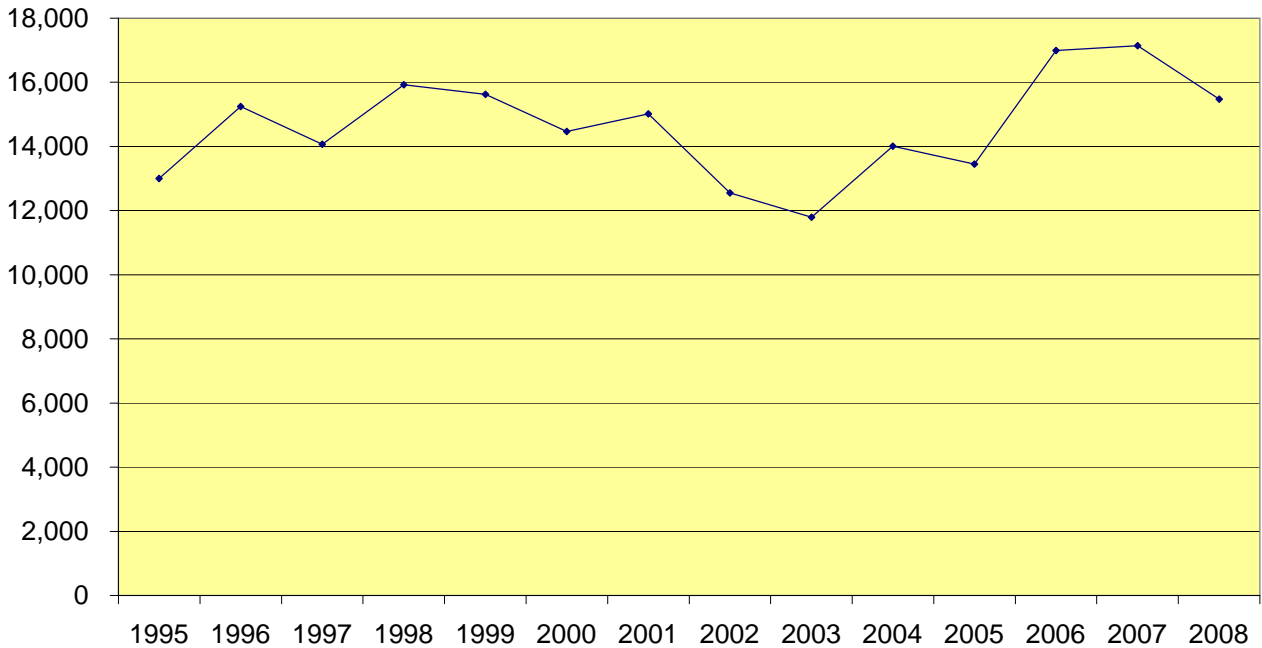
**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

**Total - All Categories
ADJUSTED FOR INFLATION**

CPI	Monthly Totals															Monthly			YTD
	BASE Actual 1995	3.5% Actual 1996	3.3% Actual 1997	2.4% Actual 1998	2.9% Actual 1999	4.0% Actual 2000	4.7% Actual 2001	1.9% Actual 2002	1.1% Actual 2003	0.1% Actual 2004	2.1% Actual 2005	3.6% Actual 2006	2.2% Actual 2007	2.7% Actual 2008	% 07-08	YTD 2007	YTD 2008	% Change 07-08	
January	23,896	24,681	25,825	26,281	25,769	24,334	25,286	23,521	22,319	24,851	25,696	28,707	32,076	32,619	1.7%	32,076	32,619	1.7%	
February	25,352	27,990	26,086	27,046	27,602	27,179	28,035	25,556	23,655	26,243	27,648	29,361	31,560	33,394	5.8%	63,636	66,013	3.7%	
March	31,928	34,684	36,886	34,055	35,066	36,919	35,966	34,155	31,099	30,892	35,031	37,389	40,884	39,991	-2.2%	104,520	106,004	1.4%	
April	13,002	15,242	14,065	15,927	15,624	14,471	15,021	12,552	11,789	14,008	13,450	16,992	17,140	15,471	-9.7%	121,660	121,475	-0.2%	
May	5,031	5,665	5,835	5,999	6,130	6,739	7,067	6,545	6,934	6,975	7,195	7,909	8,780	0	-100.0%	130,440	121,475	-6.9%	
June	9,129	9,493	9,151	9,928	11,455	11,768	12,169	10,889	10,465	11,019	12,298	12,644	14,779	0	-100.0%	145,219	121,475	-16.4%	
July	13,382	14,260	14,590	15,515	15,797	16,061	15,358	15,233	15,588	16,285	17,055	17,952	18,823	0	-100.0%	164,042	121,475	-25.9%	
August	12,924	14,275	14,012	14,567	14,333	14,485	14,438	13,357	14,044	14,017	14,906	16,379	17,353	0	-100.0%	181,395	121,475	-33.0%	
September	10,636	10,508	10,367	11,117	12,271	13,612	10,841	10,759	11,194	12,334	13,054	14,837	14,829	0	-100.0%	196,224	121,475	-38.1%	
October	7,150	7,191	7,390	7,290	7,789	8,450	8,664	7,636	7,697	8,420	9,519	10,105	10,636	0	-100.0%	206,860	121,475	-41.3%	
November	9,396	9,438	10,421	10,622	10,097	10,485	9,420	9,118	9,773	10,638	11,599	13,554	13,277	0	-100.0%	220,137	121,475	-44.8%	
December	25,812	25,401	27,494	27,740	27,073	28,511	23,306	26,706	27,546	30,893	33,825	34,850	36,709	0	-100.0%	256,846	121,475	-52.7%	

TAXABLE SALES - APRIL



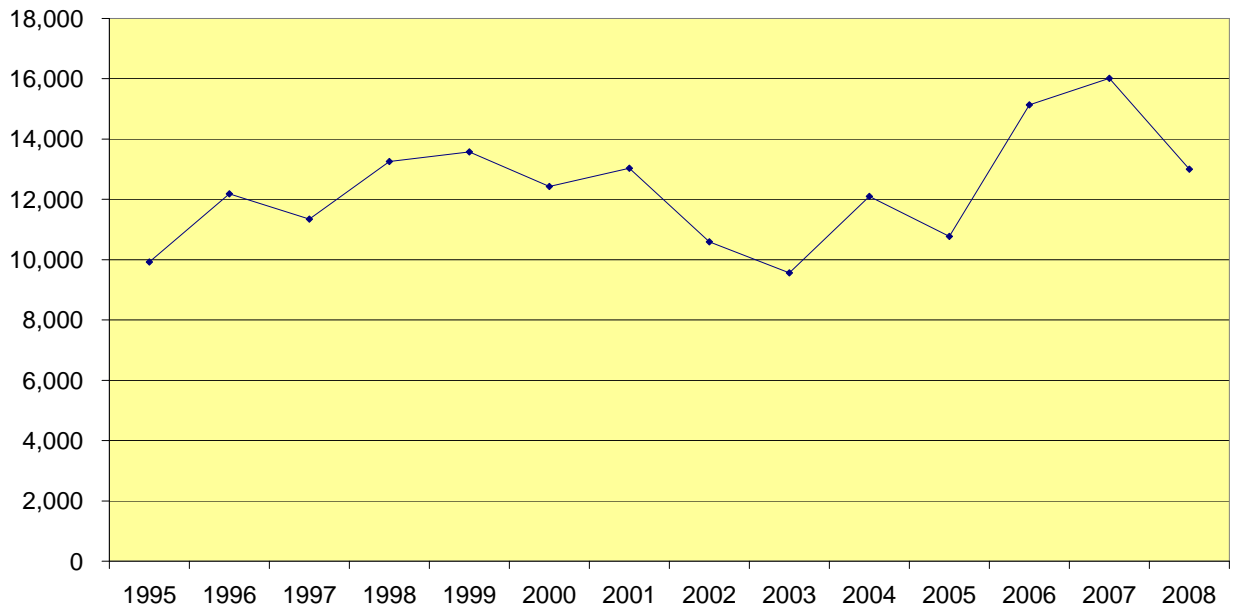
**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Retail-Restaurant-Lodging Summary

	Monthly Totals														Monthly % 07-08	YTD 2007	YTD 2008	YTD % Change 07-08
	Actual 1995	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008				
January	19,862	21,263	22,893	23,523	23,629	22,723	24,118	22,465	21,509	23,620	25,240	28,528	32,250	34,402	6.7%	32,250	34,402	6.7%
February	21,191	24,673	23,443	24,805	25,532	26,044	27,464	26,258	23,253	25,826	27,553	29,972	33,022	35,531	7.6%	65,272	69,933	7.1%
March	26,964	30,343	33,414	30,809	32,254	35,348	36,196	35,344	31,988	31,209	35,705	39,051	44,390	43,484	-2.0%	109,662	113,417	3.4%
April	9,924	12,182	11,347	13,256	13,579	12,426	13,029	10,587	9,562	12,102	10,773	15,134	16,017	12,998	-18.8%	125,679	126,415	0.6%
May	2,700	3,167	3,264	3,565	3,610	3,949	4,203	3,950	4,331	4,095	4,179	4,647	5,143	0	-100.0%	130,822	126,415	-3.4%
June	5,955	6,174	6,451	6,588	7,513	8,001	9,058	8,619	7,724	8,217	9,568	9,789	12,198	0	-100.0%	143,020	126,415	-11.6%
July	9,914	10,950	11,405	12,527	12,944	13,464	13,406	13,292	13,590	14,248	14,766	16,038	17,486	0	-100.0%	160,506	126,415	-21.2%
August	9,292	10,738	10,981	11,517	11,352	11,542	11,407	11,174	11,717	11,429	12,122	13,446	15,151	0	-100.0%	175,657	126,415	-28.0%
September	7,220	6,966	6,687	7,492	8,160	9,443	7,666	8,513	8,599	8,940	9,897	11,761	12,347	0	-100.0%	188,004	126,415	-32.8%
October	4,313	4,232	4,560	4,578	5,049	5,054	5,425	4,991	4,855	5,257	5,824	6,248	6,910	0	-100.0%	194,914	126,415	-35.1%
November	6,203	6,426	7,617	7,255	7,122	7,352	6,816	7,174	7,511	7,771	8,557	10,963	10,616	0	-100.0%	205,530	126,415	-38.5%
December	21,142	20,928	23,219	23,650	23,124	24,361	22,090	23,901	24,818	28,314	30,619	33,736	35,207	0	-100.0%	240,737	126,415	-47.5%

TAXABLE SALES - APRIL



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

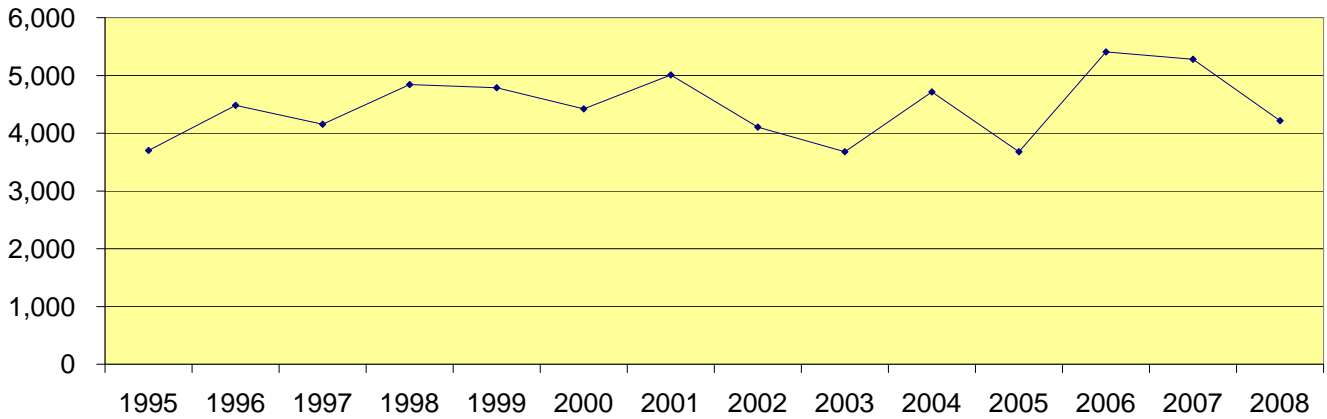
(in Thousands of Dollars)

Retail Sales

Month To Date

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Monthly	Actual	Actual	YTD
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	% CHG		2007	2008	% CHG
January	6,497	7,079	7,205	7,173	7,411	7,149	8,271	7,320	6,807	7,545	8,001	8,607	9,665	9,808	1.5%		9,665	9,808	1.5%
February	6,756	7,753	7,568	7,474	7,983	8,024	9,231	8,549	7,418	8,312	8,744	8,942	9,607	9,870	2.7%		19,272	19,678	2.1%
March	8,858	9,902	10,702	9,507	10,525	11,337	12,116	11,390	10,028	10,162	11,632	11,774	13,373	12,372	-7.5%		32,645	32,050	-1.8%
April	3,702	4,481	4,156	4,841	4,789	4,423	5,008	4,105	3,679	4,714	3,678	5,406	5,281	4,215	-20.2%		37,926	36,265	-4.4%
May	1,092	1,263	1,272	1,408	1,492	1,569	2,014	1,583	1,626	1,549	1,708	1,858	2,163	0	-100.0%		40,089	36,265	-9.5%
June	2,404	2,335	2,391	2,521	2,931	3,135	3,514	3,227	3,062	3,140	3,565	3,589	4,591	0	-100.0%		44,680	36,265	-18.8%
July	3,767	4,040	4,336	4,499	4,543	4,678	4,998	4,838	4,732	5,087	5,174	5,403	6,176	0	-100.0%		50,856	36,265	-28.7%
August	3,693	3,981	4,199	4,109	4,100	3,973	4,492	4,269	4,429	4,397	4,620	4,757	5,110	0	-100.0%		55,966	36,265	-35.2%
September	2,948	2,698	2,753	3,021	3,671	3,944	3,242	3,587	3,370	3,781	4,249	4,726	4,780	0	-100.0%		60,746	36,265	-40.3%
October	1,961	1,563	1,759	1,815	2,024	1,908	2,374	2,132	2,127	2,298	2,404	2,591	2,860	0	-100.0%		63,606	36,265	-43.0%
November	2,561	2,650	3,108	3,060	3,124	3,041	3,057	3,249	3,378	3,326	3,586	4,376	4,263	0	-100.0%		67,869	36,265	-46.6%
December	8,026	7,978	8,746	8,985	8,919	8,782	8,338	8,893	9,184	10,388	11,099	11,971	11,983	0	-100.0%		79,852	36,265	-54.6%

Taxable Retail Sales - APRIL



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

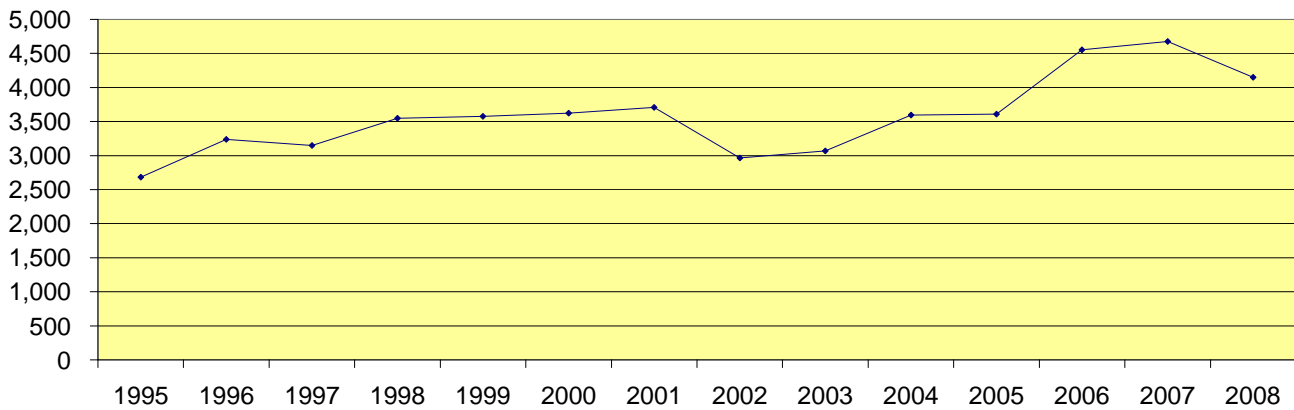
(in Thousands of Dollars)

Restaurants/Bars

Month To Date

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Monthly	Actual	Actual	YTD
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	% CHG	2007	2008	% CHG
January	4,810	5,180	5,515	5,723	5,784	5,697	6,300	5,644	5,835	6,425	6,897	7,924	8,414	9,081	7.9%	8,414	9,081	7.9%
February	5,125	5,735	5,667	5,880	6,162	6,519	6,783	6,412	6,092	6,637	7,047	8,058	8,467	9,109	7.6%	16,881	18,190	7.8%
March	5,731	6,651	7,180	6,688	7,031	7,792	8,258	7,870	7,307	7,413	8,117	9,256	10,015	10,106	0.9%	26,896	28,296	5.2%
April	2,683	3,238	3,149	3,548	3,576	3,624	3,706	2,967	3,068	3,595	3,609	4,552	4,676	4,150	-11.2%	31,572	32,446	2.8%
May	1,129	1,329	1,454	1,541	1,492	1,641	1,590	1,561	1,808	1,746	1,760	1,832	2,057	0	-100.0%	33,629	32,446	-3.5%
June	2,079	2,364	2,437	2,488	2,796	2,779	3,413	3,257	2,982	3,136	3,525	3,938	4,368	0	-100.0%	37,997	32,446	-14.6%
July	3,491	3,877	4,113	4,380	4,639	4,910	4,675	4,632	4,913	5,138	5,375	5,905	6,236	0	-100.0%	44,233	32,446	-26.6%
August	3,161	4,032	3,953	4,056	4,106	4,270	4,068	4,156	4,832	4,302	4,521	5,067	5,917	0	-100.0%	50,150	32,446	-35.3%
September	2,526	2,641	2,452	2,770	2,814	3,468	2,860	3,169	3,249	3,138	3,498	4,340	4,570	0	-100.0%	54,720	32,446	-40.7%
October	1,643	1,779	1,807	1,870	2,097	2,220	1,959	1,977	1,978	2,100	2,290	2,352	2,546	0	-100.0%	57,266	32,446	-43.3%
November	2,160	2,261	2,428	2,364	2,367	2,558	2,307	2,425	2,520	2,624	2,841	3,651	3,573	0	-100.0%	60,839	32,446	-46.7%
December	4,658	4,402	4,834	5,076	5,191	5,393	5,275	5,354	5,646	6,428	7,017	7,681	7,997	0	-100.0%	68,836	32,446	-52.9%

Taxable Restaurant Sales - APRIL



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

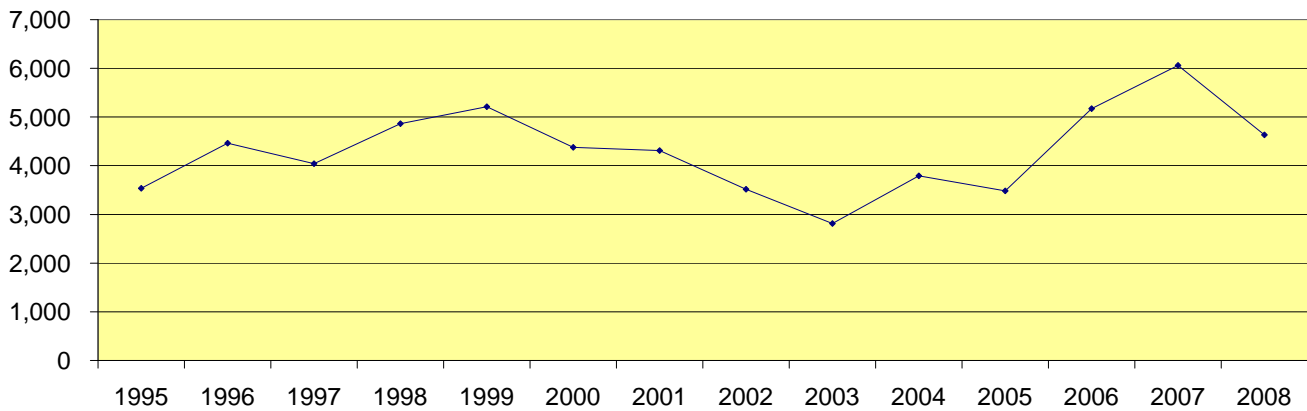
(In Thousands of Dollars)

Short-Term Lodging

Month To Date

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Monthly	Actual	Actual	YTD
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	% CHG	2007	2008	% CHG
January	8,555	9,004	10,173	10,627	10,434	9,877	9,547	9,501	8,867	9,650	10,342	11,997	14,171	15,513	9.5%	14,171	15,513	9.5%
February	9,310	11,185	10,208	11,451	11,387	11,501	11,450	11,297	9,743	10,877	11,762	12,972	14,948	16,552	10.7%	29,119	32,065	10.1%
March	12,375	13,790	15,532	14,614	14,698	16,219	15,822	16,084	14,653	13,634	15,956	18,021	21,002	21,006	0.0%	50,121	53,071	5.9%
April	3,539	4,463	4,042	4,867	5,214	4,379	4,315	3,515	2,815	3,793	3,486	5,176	6,060	4,633	-23.5%	56,181	57,704	2.7%
May	479	575	538	616	626	739	599	806	897	800	711	957	923	0	-100.0%	57,104	57,704	1.1%
June	1,472	1,475	1,623	1,579	1,786	2,087	2,131	2,135	1,680	1,941	2,478	2,262	3,239	0	-100.0%	60,343	57,704	-4.4%
July	2,656	3,033	2,956	3,648	3,762	3,876	3,733	3,822	3,945	4,023	4,217	4,730	5,074	0	-100.0%	65,417	57,704	-11.8%
August	2,438	2,725	2,829	3,352	3,146	3,299	2,847	2,749	2,456	2,730	2,981	3,622	4,124	0	-100.0%	69,541	57,704	-17.0%
September	1,746	1,627	1,482	1,701	1,675	2,031	1,564	1,757	1,980	2,021	2,150	2,695	2,997	0	-100.0%	72,538	57,704	-20.4%
October	709	890	994	893	928	926	1,092	882	750	859	1,130	1,305	1,504	0	-100.0%	74,042	57,704	-22.1%
November	1,482	1,515	2,081	1,831	1,631	1,753	1,452	1,500	1,613	1,821	2,130	2,936	2,780	0	-100.0%	76,822	57,704	-24.9%
December	8,458	8,548	9,639	9,589	9,014	10,186	8,477	9,654	9,988	11,498	12,503	14,084	15,227	0	-100.0%	92,049	57,704	-37.3%

Taxable Short-Term Lodging Sales - APRIL



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

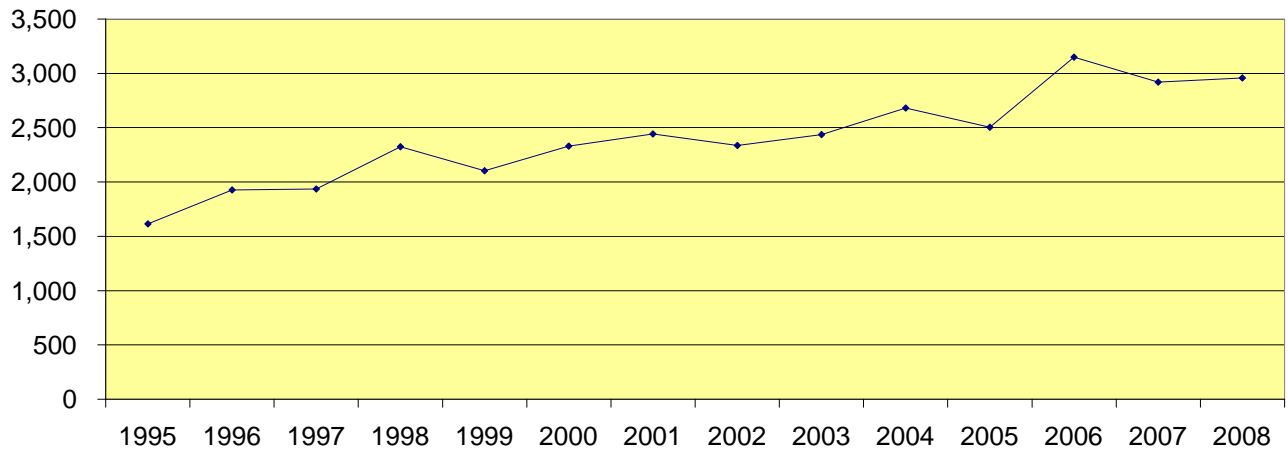
(in Thousands of Dollars)

Grocery/Liquor Stores

Month To Date

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Monthly	Actual	Actual	YTD
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	% CHG	2007	2008	% CHG
January	2,280	2,458	2,746	3,104	2,977	2,999	3,242	3,472	3,314	3,570	3,589	3,977	5,149	4,744	-7.9%	5,149	4,744	-7.9%
February	2,371	2,595	2,702	3,020	3,119	3,296	3,501	2,931	3,643	3,714	3,949	4,233	4,536	5,009	10.4%	9,685	9,753	0.7%
March	3,068	3,383	3,839	3,960	4,199	4,282	4,366	4,311	3,988	3,968	4,449	4,585	4,844	5,436	12.2%	14,529	15,189	4.5%
April	1,615	1,928	1,937	2,325	2,105	2,330	2,441	2,336	2,437	2,682	2,503	3,149	2,920	2,959	1.3%	17,449	18,148	4.0%
May	1,103	1,256	1,309	1,440	1,558	1,728	1,779	1,836	1,801	1,823	1,806	1,969	2,169	0	-100.0%	19,618	18,148	-7.5%
June	1,815	1,940	1,772	2,214	2,648	2,784	2,760	2,352	2,354	2,341	2,392	2,584	2,822	0	-100.0%	22,440	18,148	-19.1%
July	2,008	2,283	2,494	2,701	2,862	3,152	2,527	3,253	3,303	3,266	3,414	3,588	3,899	0	-100.0%	26,339	18,148	-31.1%
August	1,993	2,266	2,364	2,559	2,587	2,861	3,404	3,117	3,216	3,103	3,292	3,529	3,771	0	-100.0%	30,110	18,148	-39.7%
September	1,799	1,959	2,122	2,311	2,430	2,765	2,231	2,284	2,409	2,456	2,671	2,757	2,908	0	-100.0%	33,018	18,148	-45.0%
October	1,266	1,407	1,584	1,644	1,748	1,969	1,965	1,990	2,066	2,069	2,239	2,372	2,494	0	-100.0%	35,512	18,148	-48.9%
November	1,578	1,602	1,804	2,330	2,152	2,339	1,970	1,597	2,096	2,096	2,214	2,377	2,600	0	-100.0%	38,112	18,148	-52.4%
December	2,910	3,115	3,477	3,858	3,869	4,305	2,865	5,868	5,897	6,017	6,356	6,604	8,028	0	-100.0%	46,140	18,148	-60.7%

Taxable Grocery/Liquor Sales - APRIL



IN 2001 A MAJOR GROCERY/LIQUOR VENDOR CHANGED ITS REPORTING FREQUENCY FROM 12 TO 13 PERIODS
THE TOWN IS AWARE OF INCONSISTENT FILING PRACTICES THAT HAVE NEGATIVELY IMPACTED COMPARISONS FOR THIS SECTOR.

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

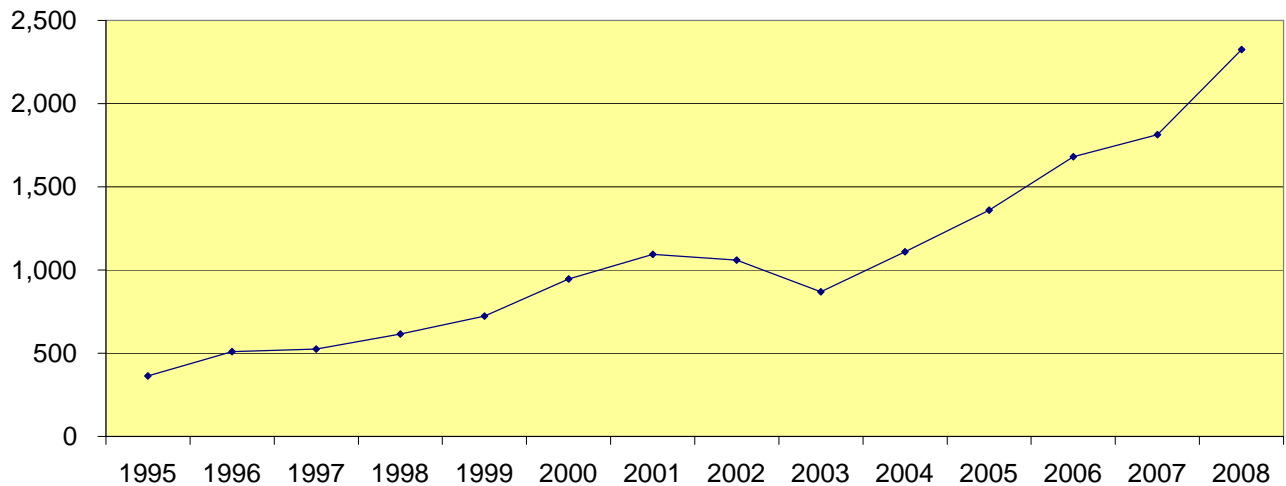
(in Thousands of Dollars)

Supplies

Month To Date

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Monthly	Actual	Actual	YTD
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	% CHG		2007	2008	% CHG
January	466	635	676	728	884	1,216	1,527	1,327	1,294	1,574	1,720	2,081	2,876	2,703	-6.0%		2,876	2,703	-6.0%
February	515	499	522	685	1,126	1,170	1,385	1,106	1,197	1,268	1,669	2,029	2,459	2,600	5.7%		5,335	5,303	-0.6%
March	573	712	784	1,055	1,390	1,677	1,558	1,307	1,401	1,630	2,216	2,967	3,156	3,552	12.5%		8,491	8,855	4.3%
April	363	509	525	615	723	946	1,095	1,059	869	1,110	1,359	1,680	1,813	2,325	28.2%		10,304	11,180	8.5%
May	327	571	451	525	654	1,139	1,125	1,128	896	1,261	1,370	2,045	2,314	0	-100.0%		12,618	11,180	-11.4%
June	476	742	870	1,024	1,400	1,615	1,858	1,455	1,696	1,837	2,083	2,836	3,119	0	-100.0%		15,737	11,180	-29.0%
July	719	746	892	852	1,093	1,333	1,642	1,364	1,380	1,694	2,186	2,872	2,770	0	-100.0%		18,507	11,180	-39.6%
August	836	936	800	1,001	1,314	1,591	1,578	1,217	1,429	1,794	2,211	3,096	3,187	0	-100.0%		21,694	11,180	-48.5%
September	736	940	1,290	1,230	1,837	2,102	2,105	1,427	1,770	2,865	2,452	3,394	3,234	0	-100.0%		24,928	11,180	-55.2%
October	778	959	976	910	1,083	1,853	1,899	1,342	1,390	1,980	2,107	2,924	3,259	0	-100.0%		28,187	11,180	-60.3%
November	794	819	752	1,003	1,066	1,378	1,425	1,171	1,173	1,737	1,876	2,537	2,693	0	-100.0%		30,880	11,180	-63.8%
December	737	932	1,269	1,337	1,743	2,441	1,915	1,795	1,810	2,151	2,712	3,091	3,697	0	-100.0%		34,577	11,180	-67.7%

Taxable Supplies Sales - APRIL



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

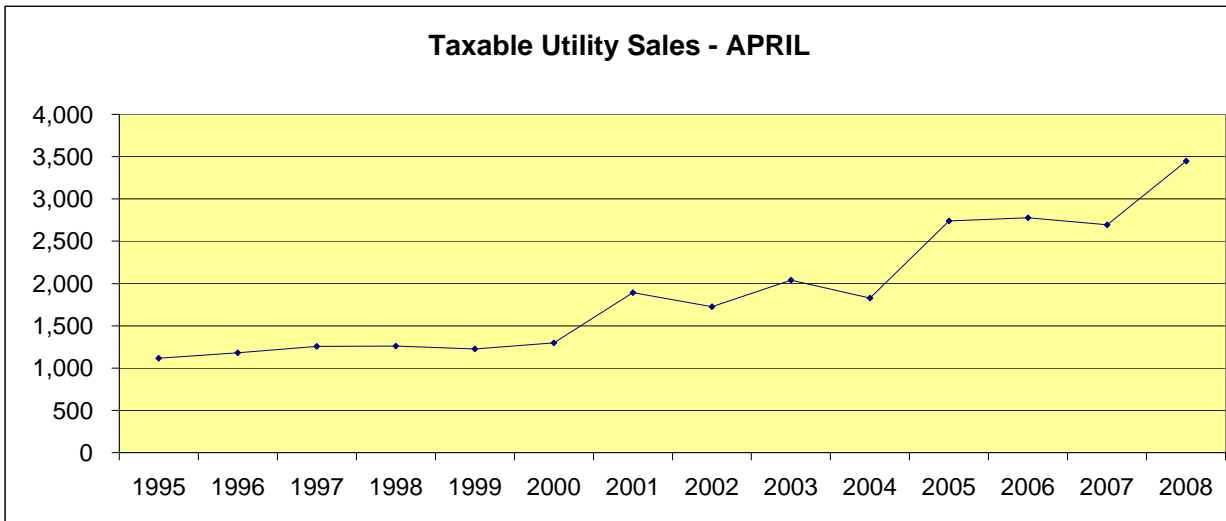
(in Thousands of Dollars)

Utilities

Month To Date

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Monthly	Actual	Actual	YTD
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	% CHG	2007	2008	% CHG
January	1,309	1,201	1,320	1,446	1,575	1,625	2,191	2,144	2,093	2,684	2,675	3,829	3,591	3,962	10.3%	3,591	3,962	10.3%
February	1,296	1,218	1,250	1,121	1,360	1,359	2,075	1,659	1,800	2,391	2,540	3,056	3,149	3,761	19.4%	6,740	7,723	14.6%
March	1,398	1,529	1,533	1,591	1,799	2,090	2,067	1,754	1,947	2,299	2,883	3,428	3,525	3,699	4.9%	10,265	11,422	11.3%
April	1,117	1,181	1,255	1,262	1,227	1,299	1,894	1,724	2,040	1,827	2,741	2,778	2,694	3,448	28.0%	12,959	14,870	14.7%
May	925	904	1,226	1,047	1,089	1,091	1,599	1,272	1,740	1,647	1,939	1,926	2,386	0	-100.0%	15,345	14,870	-3.1%
June	927	1,027	780	1,133	1,402	1,510	1,325	1,228	1,466	1,558	1,846	1,713	2,078	0	-100.0%	17,423	14,870	-14.7%
July	778	796	830	913	907	880	1,289	1,147	1,427	1,394	1,663	1,529	1,588	0	-100.0%	19,011	14,870	-21.8%
August	821	844	844	910	913	994	1,336	1,198	1,393	1,408	1,629	1,854	1,621	0	-100.0%	20,632	14,870	-27.9%
September	923	1,059	1,103	1,249	1,494	1,752	1,354	1,271	1,381	1,435	1,843	1,949	1,792	0	-100.0%	22,424	14,870	-33.7%
October	809	866	804	854	917	1,039	1,353	1,227	1,429	1,348	2,127	1,987	1,883	0	-100.0%	24,307	14,870	-38.8%
November	824	935	974	1,049	1,052	1,225	1,348	1,461	1,569	1,856	2,340	2,264	2,251	0	-100.0%	26,558	14,870	-44.0%
December	1,048	1,381	1,570	1,661	1,885	2,423	1,760	1,852	2,297	2,627	4,005	3,206	3,271	0	-100.0%	29,829	14,870	-50.1%

Taxable Utility Sales - APRIL



SEVERAL UTILITY VENDORS CHANGED FILING FREQUENCY FROM QUARTERLY TO MONTHLY IN 2001

Memo

To: Mayor and Town Council
From: Julia Skurski, AICP
Date: June 17th for meeting of June 24th
Re: Colorado Mountain College Shared Parking Agreement (work session)

The Town Council entered into a Memorandum of Understanding (MOU) with Colorado Mountain Junior College (CMC) for the construction of a new campus March 14, 2007. After a series of meetings and a public hearing with the Planning Commission and the Town Council, the Council approved the CMC site plan, with modifications, on July 24, 2007. The subdivision plat was approved by Council on April 22, 2008.

Town staff and CMC have been working on fulfilling one of the conditions of the MOU and the site plan approval which is the execution of a shared parking agreement for the use of the Breckenridge Ski Resort (BSR) overflow parking and recreational users.

Enclosed with this memo is a proposed Shared Parking Agreement draft between the Town and Colorado Mountain College Foundation, Inc., a Colorado nonprofit corporation (“Foundation”) and Exhibit A (shared parking area).

Staff has two remaining concerns with the proposed Agreement. The first is that the Town has an existing agreement with BSR to provide 500 parking spaces. BSR is currently using the southern portion of Block 11 for this parking, but the Block 11 Master Plan designates this area for future housing development. The Master Plan envisions that at least 400 of the BSR’s 500 parking spaces should be accommodated within CMC’s property and the remaining 100 spaces could be accommodated on Town-owned property adjacent to the CMC property. Staff believes that the parcel which is being conveyed to CMC should be used efficiently, and that it is large enough to accommodate the campus, their designated parking, and at least 400 shared spaces. Since BSR only uses the spaces during the ski season, staff believes it would be inefficient to designate parking elsewhere on Block 11 and thereby displace housing units that are planned. CMC is proposing 400 spaces designated for their use and has agreed to share a parking lot that can accommodate between 320 and 350 spaces. Even with 100 spaces for BSR on Town-owned Block 11, BSR would still be short 50 to 80 spaces. Staff suggested that a parking lot north of the campus (Shown on Exhibit

A; adjacent to Coyne Valley Road) be utilized. CMC has not agreed to the inclusion of the north area for shared parking. Staff understands that CMC may plan to develop this area in the future for either expanded parking or for a building, however, we still would like to have the north parking lot included in the shared parking agreement. Staff suggests adding the north parking area to the shared parking designation and adding wording to the agreement which would eliminate the north area as shared parking if the north area were to be developed. If this were to happen, the Town would have to find additional land for BSR parking.

The second concern is *Section 2 Term; Termination* which allows for CMC to terminate the shared parking agreement for “good cause”. Good cause is defined in the agreement as only: (1) abuse of the shared parking area by users; (2) substantial interference with CMC’s instruction and campus purposes by users of the shared parking area; and (3) substantial interference with CMC’s future development of the CMC property. Only a violation of one of the three provisions would allow CMC to terminate the agreement.

However, because of the importance of this agreement (and the fact that the Town has a defined parking commitment to BSR), CMC’s ability to terminate this agreement continues to be of concern. CMC has insisted that the agreement contain a termination provision, and has resisted staff’s efforts to eliminate such a provision. To help mitigate against the possibility of termination of the agreement, staff had previously suggested wording which would outline a formal, somewhat lengthy process for dispute resolution in the hope that such a formal process would afford the parties a reasonable chance for resolving whatever problem was about to lead to termination of the agreement by CMC. CMC has rejected the idea of a formal dispute resolution process as staff suggested because of the time and expense required to comply with the process staff proposed. Instead, CMC proposed language providing that the Town will get 60 days’ advance notice of termination and in lieu of a formal dispute resolution process, CMC has promised in the agreement to “cooperate with the Town to resolve any issues that could constitute cause good cause (for termination).

Staff understands CMC’s concerns about the use of the shared parking area. However, staff remains concerned that even with CMC’s proposed language, the agreement may be terminated by CMC in the future upon relatively short notice. This would leave the Town without the 500 parking spaces for BSR or recreational users.

Staff would like direction from the Council on these remaining issues and any other comments that the Council may have. Both Staff and CMC representatives will be on hand at the meeting for any questions.

SHARED PARKING AGREEMENT

THIS SHARED PARKING AGREEMENT (the "Agreement") is entered into this _____ day of June, 2008 by and between COLORADO MOUNTAIN COLLEGE FOUNDATION, INC., a Colorado non-profit corporation (the "Foundation") and COLORADO MOUNTAIN JUNIOR COLLEGE DISTRICT, a Colorado junior college district (the "College") (together "CMC"), and the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the "Town").

RECITALS

WHEREAS, the Town is the owner of real property located in Breckenridge, Colorado that, upon approval of a subdivision, will be legally described as a portion of the Runway Subdivision; and

WHEREAS, upon completion of certain conditions, the Town will convey Tract D of the Runway Subdivision to the Foundation, which it intends to develop as a school campus and for other purposes to be determined and approved by the Town per the MOU ("CMC Property"); and

WHEREAS, the Town entered into a Parking Agreement with Vail Summit Resorts, Inc., doing business as Breckenridge Ski Resort ("BSR") on November 11, 2003 ("Parking Agreement") which requires the Town to provide overflow parking for BSR use at the Runway Subdivision (previously Block 11); and

WHEREAS, pursuant to the Parking Agreement the Town has previously allowed BSR to use a portion of the CMC Property for overflow parking; and

WHEREAS, it was a condition of the Town's approval of the site plan for CMC's development of the CMC Property that there be a Shared Parking Agreement between the Town and CMC to allow BSR to share parking on an acceptable portion of the CMC property; and

WHEREAS, CMC is willing to permit BSR and others to use the CMC Property for parking subject to terms and conditions to be set forth herein; and

WHEREAS, the Town and CMC desire to enter into other certain agreements regarding parking on the CMC Property as set forth herein; and

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, that parties agree as follows:

AGREEMENT

1. Agreement. This Agreement allows for use of the CMC Property by BSR and others as provided in this Agreement, and shall not be construed as a lease, an easement, or other

interest in land. This Agreement does not create a joint venture of any kind between the parties and does not make the CMC Property part of the Town Property for any purpose.

2. Term: Termination. The term of this Agreement shall commence upon the conveyance of the CMC Property to the Foundation, and shall continue until terminated as provided in this Section 2. CMC may terminate this Agreement with ~~60~~ days' notice to the Town for good cause; provided, however, that before terminating this Agreement CMC shall provide the Town with a written notice describing the grounds for termination, and the Town shall have ~~60~~ days within which to correct and resolve CMC's grounds for termination, in which event CMC may not terminate this Agreement. CMC agrees to cooperate with the Town to resolve and issues that could constitute good cause. "Good cause" as used in this Section 2 shall include only: (i) abuse of the Shared Parking Area (as hereafter defined) by users, (ii) substantial interference with CMC instruction and campus purposes by users, and (iii) substantial interference with CMC's future development of the CMC Property. The Town agrees to cooperate with CMC to control or limit any abuse of the parking privilege granted to BSR and others by this Agreement, or any substantial interference with CMC's use of the CMC Property or its operations at the CMC Property.

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3. Shared Parking Area. CMC has allocated a portion of the CMC Property for the shared parking lot area which is depicted on Exhibit A attached hereto and incorporated by reference ("Shared Parking Area"). The Shared Parking Area does not include any improved parking lots on the CMC Property. CMC and the Town agree to discuss in good faith, in the future, use of other parking areas on the CMC Property if not required for use by CMC. Should use of improved areas on the CMC Property occur in the future, the Town shall maintain the lot during and for the purpose of the shared parking use and make any repairs to the shared use areas of the improved lots. At no time shall CMC be required to construct improved parking areas for the use by the Town, BSR or recreational users.

4. Use of Shared Parking Area by BSR. BSR may use the Shared Parking Area, subject to the terms, provisions and limitations of this Agreement. CMC retains primary use of the Shared Parking Area for student and campus user parking. BSR users may use the Shared Parking Area from 7:00 a.m. to 5:00 p.m. on Monday through Friday and from 7:00 a.m. to 10:00 p.m. on Saturdays and Sundays, beginning opening day of Breckenridge Ski Resort and ending closing day of Breckenridge Ski Resort each year. BSR may use the Shared Parking from 7:00 a.m. until 10:00 p.m. on days when CMC is closed for classes. No overnight parking will be allowed. Should the Shared Parking Area be used outside of those times by BSR or its guests and invitees, CMC retains the right to tow any vehicles at the expense of the owner.

5. Use of Shared Parking Area by Recreational Users. Due to the nature of the CMC Property being located adjacent to the Blue River and a pedestrian trail, recreational users (such as fishermen, hikers, dog walkers and similar uses) shall be allowed to use the Shared Parking Area during daylight hours. No overnight parking will be allowed. Should the Shared Parking Area be used outside of those times by recreational users, CMC retains the right to tow any vehicles at the expense of the owner.

6. Special Events. The CMC campus will house an auditorium for CMC and public use. Should the a special event be held at the CMC campus during evening or weekend hours that will require use of the Shared Parking Area, CMC may close the Shared Parking Area to other users by posting signs 24 hours prior to the event.

7. Signage. The Town shall be responsible for installing signs designating usage allowances prior to BSR's use of the Shared Parking Area. Such signs shall be approved by the parties to this Agreement, which approval shall not be unreasonably withheld.

8. Future Paving of Shared Parking Area. CMC, at this time, does not intend to pave the Shared Parking Area due to budget restraints but may do so at some time in the future. CMC shall have no responsibility or obligation to pave, improve or construct the Shared Parking Area. However, at such time that CMC determines additional improved parking is necessary, CMC shall first pave and improve the possible parking area to the north of the faculty parking on the north side of the CMC Property ("North Parking"), if no other use for that area has been approved at that time. If, after the North Parking has been paved and improved or if other uses have been approved for that area, CMC determines that additional improved parking is necessary it shall pave, improve or construct the Shared Parking Area. At that time, CMC shall have the right to close the Shared Parking Area to all users, including those of BSR, for a reasonable amount of time for construction. The provisions of this Paragraph 8 shall survive the expiration or termination of this Agreement, and shall continue to be enforceable thereafter.

9. Maintenance. The Town shall be responsible for snow removal of the Shared Parking Area. Costs of routine and customary maintenance of the Shared Parking Area shall be equally split between the parties. The Town shall be responsible for removal of any trash or debris left on the Shared Parking Area by BSR users or recreational users. Should the Town require BSR to perform its obligations under this Agreement, BSR shall be allowed entry to the Shared Parking Area to do so.

10. Nuisance. BSR and the Town shall keep the Shared Parking Area in safe, good and lawful order and condition and shall not commit, permit or suffer any nuisance, waste, or unlawful activity on the Shared Parking Area or anywhere on the CMC Property.

11. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by United States Mail, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to CMC:
Attn: Lin Sticker, Executive Vice President
831 Grand Ave.
Glenwood Springs, CO 81601

With copy to:
Beattie, Chadwick & Houpt, LLP

932 Cooper Ave.
Glenwood Springs, CO 81601

Notice to Town:
Timothy J. Gagen
Town Manager, Town of Breckenridge
P.O. Box 168
150 Ski Hill Road
Breckenridge, Colorado 80424

With copy to:

Timothy H. Berry, Esq.
Timothy H. Berry, P.C.
131 West 5th Street
P. O. Box 2
Leadville, Colorado 80461

12. Assignment. This Agreement cannot be assigned by any party without the prior written consent of the other party.

13. Severability. If any covenant, term, condition or provision contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such covenant, term, condition or provision shall be severed or modified to the extent necessary to make it enforceable, and the resulting Agreement shall remain in full force and effect.

15. Entire Agreement. This is the entire agreement of the parties on the subject matter hereof. This Agreement may be modified only in writing authorized and executed with the same formality as this Agreement.

16. Annual Appropriations. This Agreement shall not be construed to create a multiple-fiscal-year debt or obligation of the College or the Town. Any and all obligations of the College or the Town under this Agreement beyond the current fiscal year are subject to the annual appropriation of necessary funds by the governing board of the College and the Town.

17. Waiver. No waiver of any breach or default of this Agreement by either party shall be construed as a waiver of any other or subsequent breach or default.

18. Authority. Each person executing this Agreement represents and warrants that he or she has been duly authorized by one of the parties to execute this Agreement and has authority to bind said party to the terms and conditions hereof.

19. Counterparts/Facsimile. This Agreement may be executed in counterparts, each of which shall be an original, and all of which together shall constitute the Agreement. Facsimile signatures shall be binding.

WHEREFORE, the parties hereto have executed this Parking Agreement on the day and year first written above.

COLORADO MOUNTAIN COLLEGE
FOUNDATION, INC.

TOWN OF BRECKENRIDGE

E. Alexandra Yajko, CEO

Timothy J. Gagen, Town Manager

COLORADO MOUNTAIN JUNIOR
COLLEGE DISTRICT

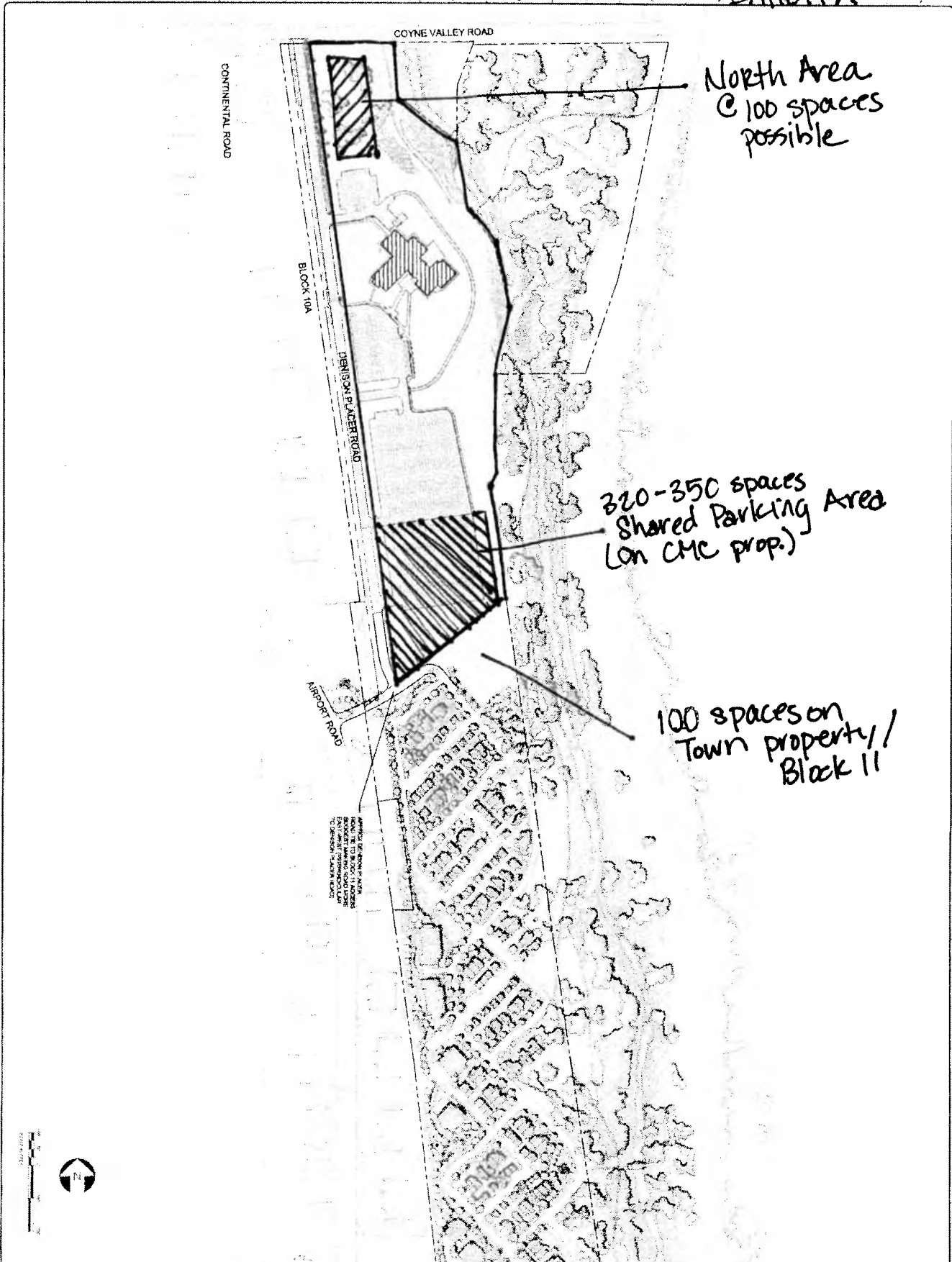
Attest:

Lin Stickler, Executive Vice President

Mary Jean Loufek, Town Clerk

SHAKED YAKKING AREA

EXHIBIT A



North Area
@ 100 spaces
possible

320-350 spaces
Shared Parking Area
(on CMC prop.)

100 spaces on
Town property /
Block 11

<p>EX01</p>	<p>DATE: 2023/07/27</p>	<p>TETRA TECH</p>
	<p>SKETCH PLAN</p>	

Memo

To: Town Council
From: Jennifer Cram, Community Development and James Phelps, Public Works
Date: June 18, 2008
Subject: 2009 Mountain Pine Beetle Program Recommendations

The Town has been battling the MPB actively since 2004. We have done our best to stay on top of current trends and partner with private property owners to minimize the number of infested trees and protect healthy trees year after year. It is clear that we can no longer cut and spray our way out of this epidemic. The number of infested trees each year continues to grow exponentially and the environmental impacts of spraying is concerning. Staff believes that we need to redirect our efforts and think about what our future forests will look like and minimize the threat of a catastrophic wild fire that could result in the loss of structures and potentially be detrimental to our watershed. We believe that we can make a difference with a reasonable budget.

Below is a summary of our efforts to date.

MPB Program History (by year)

<u>Infested Trees Removed (TOB)</u>		<u>Preventative Spraying (TOB)</u>
2007	6,600	~3500
2006	1,800	~3000
2005	544	~3000
2004	350	~1200

<u>MPB Program Cost History*</u>	<u>Budget</u>	<u>Expended</u>
2008 Budget	\$750,000	\$90,696(YTD)
2007 Budget	\$200,000	\$508,216
2006 Budget	\$110,000	\$170,000
2005 Budget	\$60,000	\$60,000
2004 Budget (Program Inception)	\$0.00	\$20,000

*These numbers do not include staff time. (2008 = approximately 3.5 FT staff)

2008 Budget Detail

- \$620,000 Cost Share/Removal of Infested Trees
- \$30,000 Preventative Spraying/Tree Removal on Town Owned Property
- \$60,000 Contracting Services for Long Range Planning/Forest Management
- \$40,000 Replanting Program

\$750,000 total

\$125,000 Additional-Open Space (OS) Funds for management of open space parcels.

Proposed 2009 MPB Program Elements

Update to the MPB Ordinance

The current MPB Ordinance No. 16, Series 2007 requires all property owners to remove infested trees on their property. We believe that the ordinance should be amended to focus on defensible space around structures. Since an infested tree is essentially a dead tree, it still makes sense to remove them. This shift in philosophy would require property owners to remove all dead and infested trees within Zones 1 and 2 around their home (approximately 75 feet from structures). Town property will be treated the same and all open space parcels will continue to be prioritized for treatment depending on access etc. and parcel specific forest management plans as appropriate. This change could coincide with the ongoing changes to the landscaping policy and the Council's recent feedback on making defensible space an absolute policy. We will need to address the areas outside of Zones 1 and 2 as well, since there will be dead trees in these areas that will become a higher fire risk when they fall. A wildfire mitigation ordinance could follow the defensible space ordinance to address these areas.

Enforcement of the existing ordinance is difficult due to the timely requirement to obtain private property permission to inspect and then remove infested trees. The ordinance is also difficult to enforce due to the short window we have between snow melt and beetle flight. With this in mind a plan for future enforcement should be discussed. Assuming that the shift to the defensible space strategy is approved, and then we would also need staff to go out in the field and verify that defensible space requirements are being met.

- Would the Council like to consider restructuring the MPB Ordinance to focus on defensible space?
- Is the Council open to discussing an expedited enforcement plan?

Free Inspections

The Town has provided free inspections in the past. Due to the exponential increase in MPB, staff believes that we will not be able to effectively reach all of the property owners within the Town limits. We believe that the responsibility for inspections should be shifted to the property owner and their private contractors, as they will provide better coordination of inspections and removal of infested trees. Staff resources would then be utilized to verify inspections and work with property owners on defensible space and replanting plans.

- We would like to know if the Town Council is comfortable with shifting inspections from the Town to private property owners and their contractors?

Reimbursement for Cutting Infested Trees vs. Reimbursement for Planting Trees

The Town has budgeted approximately \$600,000 to partner with private property owners who cut current year infested trees by July 1, 2008, by reimbursing \$40 per tree. It is

likely that we will exceed \$600,000, if all of the identified trees are actually cut. Because it is also projected that we will lose 90% to 95% of our current Lodgepole forests, staff believes that it is important to start replanting our forests now for the future. We believe funds could be better spent by partnering with property owners to replant diverse species rather than continuing to reimburse for cutting trees.

- We would like to know if the Council is supportive of redirecting partnerships with private property owners from cutting to replanting?

We have included a draft of a proposed replanting reimbursement program that we would like to implement this season. Property owners who have successfully removed infested trees would submit the invoice for removing trees along with an invoice for purchasing recommended trees. The more trees that are planted the greater the percentage of rebate that is offered up to \$200 per property. There is currently \$40,000 budgeted for replanting efforts in 2008.

- We would like to know if the Council is supportive of the proposed replanting reimbursement program?
- Does the Council want to put a cap at the \$40,000 currently budgeted, or would more funds be available for property owners interested in replanting recommended trees? (At \$200 per property, the \$40,000 would cover 200 properties).

Please note that in the future we could also look at other replanting programs such as buying trees in bulk and offering them to property owners on a few select days, or some sort of sapling tree program. With the \$40,000 budgeted, we thought the reimbursement program would give us the biggest bang for our buck.

Spraying

The Town has currently been encouraging property owners to only spray specimen trees on optimal days that are not near to any water bodies. We will continue to stay up to date on evidence of any negative environmental impacts from spraying. Gary Roberts, Water Manager will also be testing our water for any chemicals associated with spraying of MPB infested trees.

- Does the Town Council want to make any changes to their position on spraying?

Long Range Planning

Staff is currently working with Eric Petterson with Rocky Mountain Ecological Services to develop a plan for forest management of Town Open Space and urban areas.

We believe that continued long range planning is necessary to identify and prioritize future projects for forest management and wildfire mitigation such as surgical thinning, clear cutting and reforestation. We believe that a full time Forester position is needed to assist our current staff with long range projects as well as enforcement of any ordinances. The Red White and Blue Fire District also believes that a forester is needed and is willing to cover 50% of the cost with the Town in funding a position.

- Does the Council support continued long range planning for forest health and wildfire mitigation?
- Does the Council support potential funding for a Forester position?

Budget

We believe that the suggested 2009 MPB Program could be implemented for \$500,000 with the following budget allocations.

\$70,000 – Match w/ RWB for full time Forester and 2 MPB Interns

\$60,000 – Continued Long Range Planning Efforts

\$370,000 – Reforestation and Replanting Program

Summary

Staff believes that the Town has done a great job to date in battling the MPB epidemic. However, based on increasing numbers of infestations and the realization that we will likely lose 95% of our Lodgepole forests, we believe it is time to redirect our efforts from cutting and spraying to reforestation and defensible space/wildfire mitigation. Staff looks forward to discussing the proposed changes to the MPB Program for 2009, during the worksession on June 24th.

Purposes of re-vegetation: Plant diversity, erosion control, wildlife habitat, reforestation, noise barriers, visual screens.

Limitations: soil nutrients and pH levels. Water, light, space, short growing and planting season.

Seedling/tree preparation: Individualized care and storage, protection, fertilization

Site selection: Cool, moist areas, out of direct sun. Find shade for conifers (ex. fir and spruce), limit west and south side exposures.

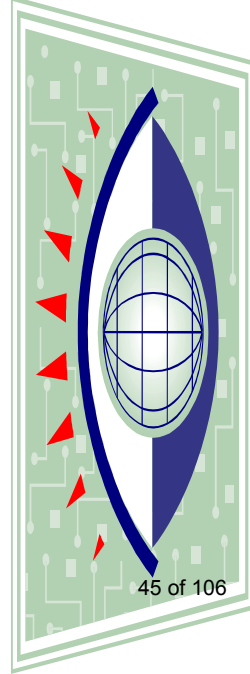
Installation: Plant bare-roots within 1-2 wks.

Ensure soil level is 1-2 inches above roots. Spread mulch* around base.

- Don't pack down soil too much
- Water regularly after planting.
- Staking is important to provide initial support.

(see picture diagram for more information).

***Mulch** such as gravel, organic material (MPB chips work great) Organic material helps reduce weeds, conserve moisture and allow oxygen flow, and are resource effective as they reduce watering time.



45 of 106

HIGH ALTITUDE TREE SPECIES

Species acclimated to our harsh mountain environment and with lower water needs.

- **Aspen**
- **Colorado Spruce**
- **Englemann Spruce**
- **Sub-alpine Fir**
- **Rocky Mountain Douglas Fir**



When purchasing these species, keep in mind the potential size increases, water and sun demands as well as erosion control.

NOTE: Minimum sizes eligible for town rebate include:

1.5 inch caliper for deciduous

Four feet tall for evergreens.



LOCAL NURSERIES/GARDEN CENTERS

- Breckenridge Garden Center 970-547-9693
- Neil's Lunceford- 970-468-0340
- Summit Landscaping of Breck- 970-453-1039
- Alpine Gardens- 970-468-8169

Note: The TOB does not endorse any business in particular, however it is recommended that trees come from local nurseries so they are adjusted and suited to altitudes over 9,000 feet.



TOWN of BRECKENRIDGE 2008 Mountain Pine Beetle Program Replanting Initiative

Re-Planting Initiative Steps

- Have your currently infested MPB trees properly removed
- Select and purchase new tree(s) from our locally recommended species list
- Plant them according to the suggested guidelines
- Submit a refund request form for a percentage rebate

ACT NOW!

PROPERTY OWNERS CAN RECEIVE A REBATE FOR PLANTING TREES IN PLACE OF REMOVED MPB INFESTED LODGEPOLE PINES.

Phone: 970-453-2251 ext. 1010
Fax: 970-453-1513
Email: katec@townofbreckenridge.com or tome@townofbreckenridge.com

Together we can make our community's forest more diversified, sustainable and beautiful.

Keep it Green!!

TOWN of BRECKENRIDGE
2008 Mountain Pine Beetle Program
Replanting Initiative

Phone: 970-453-2251 ext. 1010
Fax: 970-453-1513
Email: katec@townofbreckenridge.com or tomc@townofbreckenridge.com

Number of tree planted must be equal or less than the number of trees removed. Refund Request- Must include MPB tree removal and nursery invoices

Name: _____
Property address: (Where trees were removed and planted) :

Name: _____
Address: (to mail check) _____

Town use only:

Refund #:

Date:

Number of MPB trees removed:	Tree removal company:	Tree nursery or landscaper:	Cost per tree	Times % (see below)	Total \$:
Number of trees planted:	REBATE RANGE AMOUNTS: 1-5 TREES= -10% 6-10= -15% 11+ = -20% *Rebate only applies to cost of tree (s)		Remember: >4 feet tall for spruce, firs >1.5 inches wide for aspen	Invoices enclosed? Y/N	Must be dated on or before 10/1/2008
				Balance Due	

Please allow 2-3 weeks for refund request to be processed. Deadline for checks to be submitted is October 15, 2008.

MAXIMUM REBATE = \$200



**Breckenridge Recreation
Department
2007 Annual Report**
(Written May 2008)

**Lynn Zwaagstra
Director of Recreation**



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2007 Recreation Department Overview

2007 Vision

Create extraordinary experiences!

2007 Mission

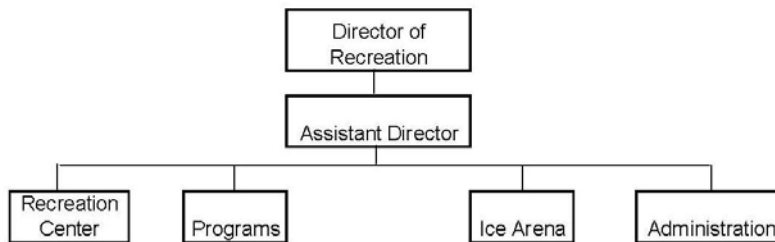
The Breckenridge Recreation team provides exceptional facilities, programs and services that engage, inspire and enrich lives.

Our Values

Respect ♦ Communication ♦ Creativity ♦ Flexibility ♦ Fun ♦ Professionalism ♦ Trust ♦ Safety ♦ Learning

Organizational Structure

The Recreation Department consists of 4 divisions: Recreation Center, Programs, Ice Arena and Administration. This structure is illustrated below. While there are only 4 divisions, the Department's financials are organized through 5 accounts. A financial analysis for the Department will be reported, as well as individually, by account.



There are 27.5 full-time staff and 200 part-time staff who work together to carry out the mission. Programs and services are offered at 4 designated facilities: the Recreation Center, including Kingdom Park; Carter Park; Stephen C. West Ice Arena; and Gold Run Nordic Center. Programs also operate at various outdoor locations, including the Breckenridge Nordic Center.

2007 Division Structure

Recreation Center: Facilities include Kingdom Park, the Recreation Center, and Carter Park. The Division is lead by the Recreation Center Manager and consists of guest services, tennis, facilities and aquatics.

Programs: Consists of several program areas, including sports and special events, youth programs, outdoor recreation and education, fitness and personal training and Gold Run Nordic Center. This division is lead by the Programs Manager.

Ice Arena: The Ice Arena Manager leads this division, consisting of guest services, programs and facility operations. The facility includes both indoor and outdoor ice sheets.

Administration: This division is lead by the Director and Assistant Director of Recreation. There are no distinct "areas" within the division; however, it consists of the Marketing Coordinator and Administrative Coordinator. This division provides the leadership, technology systems, and administrative support services necessary for the three operating divisions to function.

2007 Year End Executive Summary

Highlights

- Through the programs and services offered in 2007, the Department achieved the following participation numbers:
 - 65,405 program participants
 - 6242 total Nordic participants
 - 118,410 Recreation Center participants
 - 23,066 Ice Arena participants
- For events where out-of-county participation could be tracked specifically to the event, the BRC economic indicator formula was applied to the non-local participants. The Department hosted events that directly contributed **\$256,554** to the local economy.
- For the first time on record, the Recreation Department exceeded revenue targets and came in below expense targets.
- Guest feedback continued to be a priority. The Department collected 1467 formal guest evaluations, plus approximately 250 comment cards.
- The Department experienced 56% turnover in full-time, professional staff.
- Formal planning processes were implemented, yielding clear, measureable goals for 2007 and 2008.
- The Recreation Center completed a significant pool and mechanical renovation project.
- The Recreation Center programming study continued throughout the year and received council feedback, with which to proceed to a public comment phase.
- A new software package was selected for 2008 implementation, which will allow online registration and guest account services.
- The National Recreation and Park Association TLC background check program was implemented. This provides assurance to the community that employees are screened and qualified to interact with children. This demonstrates the Department's commitment to providing a safe environment for its guests and employees.
- Special marketing events: The two most notable events were the Extreme Makeover Home Edition, filmed at the Stephen C. West Ice Arena and the Breckenridge Recreation Center and aired on primetime ABC television; and an MSNBC.com feature on Nordic skiing featuring Gold Run Nordic Center. In addition, a new marketing presence was created with ¼ page weekly placements in the Summit Daily, and weekly live spots on RSN and KSMT.
- Green Initiatives: The Department has continued with some basic green initiatives such as switching to compact fluorescents where possible, installing motion sensor lights (Ice Arena), recycling, carpooling, etc. In addition, the pool and mechanical renovation project installed several new energy efficient systems. See the Recreation Center section for more details. The Recreation Center also started the practice of turning off all cardio area equipment at closing and purchased new energy efficient cardio machines from a company that has environmentally friendly practices. As the Town completes the facility energy savings and conservation audits, we expect to be able to carry through with numerous identified "green" initiatives in 2008 and 2009.



Financial Analysis

Recreation Department Operating Budget Actuals – No Public Works Allocation

	2004	2005	2006	2007
Total Actual Expenditure	\$3,504,357	\$3,790,037	\$4,092,989	\$4,302,069
Total Actual Revenue	\$2,413,643	\$2,390,334	\$2,545,621	\$2,610,235
Overall Cost Recovery:	68%	63%	62.2%	60.6%

- Overall Department expenses continue to increase at an average of 7% due to aging facilities, increasing utilities, new internal service funds, and increasing insurance and labor costs.
- Revenue has increased in both 2005 and 2006, however, it has not kept up with increasing expenses. The average annual revenue increase is 4%. This is leading to a decreased cost recovery.
- The Recreation Department has implemented, and will continue to explore, creative methods to generate revenue while managing expenses without cutting service levels.

Recreation Department Operating Budget Actuals – With Public Works Expenses Included

Per council request, the Recreation Department obtains from the Public Works department, all costs in the Public Works budget that are expended in direct and indirect support of Recreation Department facilities, programs and services. For 2007, Public Works calculates \$691,398 in support. This includes labor, equipment, supplies, utilities, vehicles expenses, and all related support. Adding this figure to Recreation Department expenses yields the following total expense figures.

	2006	2007	
Total Estimated Expenditure	\$4,783,039	\$4,993,467*	*\$4,302,069 plus \$691,398
Total Actual Revenue	\$2,545,621	\$2,610,235	
Overall Cost Recovery:	53.2%	52.3%	

Guest Feedback

The Recreation Department collects guest feedback via personal contact with guests, customer comment cards, program/ service evaluations, and random guest service evaluations. 1467 formal evaluations were collected. Each evaluation asks the net promoter question, yielding a Net Promoter Score*. Each division will report results; however, the combined Department score is as follows.

2007 Net Promoter Score = 79%
 2006 Net Promoter Score = 71%

** A net promoter score (NPS) is the result of a customer satisfaction survey in which customers are asked only one "Ultimate" question: How likely are you to recommend Company or Product X to a friend or colleague? Responses to the "ultimate question" above are solicited on a 0 - 10 scale, with 0 meaning the least likely to recommend and 10 meaning the most likely to recommend. The 0 - 10 scale is required for proper NPS calculation. Responses are then coded as follows:*

*Customers rating 9-10 are called promoters.
 Customers rating 7-8 are called neutral.
 Customer rating 0-6 are called detractors.
 The difference between the percentage of a company's promoters and detractors is the Net Promoter Score.*

Each division tailors evaluation questions to their specific needs. However, in addition to the Net Promoter Score, two additional questions are standard on all evaluations. These are as follows:

Please rate your overall satisfaction with this program/service/facility
 Please rate your overall satisfaction with the customer service you received

All three of these standard questions will be reported by each division.

Division Analysis

Recreation Center

Highlights

- Perhaps the most significant highlight for 2007 was the completion of the pool and mechanical renovation and repair project. This project yielded the following improvements:
 - Installation of digital temperature control systems throughout the Recreation Center
 - Balancing of the heating and cooling system, offering better temperature regulation
 - Heat exchangers, offering greater energy efficiency
 - New pool filtration system called the Defender System, encompassing the best filtration available
 - Addition of medium pressure ultraviolet light, diminishing chloramines in the pool complex
 - Chemical automation, allowing greater chemical control and tracking
 - Installation of Diamond Brite pool surface
 - Repair and replacement of brick coping
 - Completion of circular deck grooving to minimize deck slipping
 - Addition of safety indication markings
 - Addition of interactive play features in the leisure pool
 - Jet hydrotherapy system repairs in the hot tubs
 - Installation of basketball hoops on the leisure and lap pools
 - ADA lift installation
 - Soft start pump motors, offering more energy efficiency
- Achievement of 109% of budgeted revenue and 92% of expenses (see finance section below).
- Bongo Billy's Adventure Cart was added to offer coffee and snack services to guests. Recreation Center guests gave it rave reviews; however, revenue did not meet the owner's expectation and the cart was removed in October.
- A corporate pass program was added, and the lodging ticket book program was revised. Both programs are helping to meet the needs of local businesses.
- Several lifeguards fielded a team to compete in the Colorado Parks and Recreation Association Lifeguard Games, and won 4th place out of 30.
- Prior to the pool being drained for the pool renovation, the aquatics area hosted Canine Capers. 44 tails wagged with excitement as the dogs enjoyed games and activities.
- During the annual closure, which occurred in October, the Recreation Center completed numerous repair and cleaning projects. These included refinishing the gym and studio floors, facility painting, installation of new cardio equipment, carpet cleaning, and other various deep cleaning projects.
- During a winter storm, the Recreation Center functioned as an emergency shelter due to difficulty getting Upper Blue Elementary opened. 70 people and 2 dogs spent the night at the Recreation Center. The following day, New Year's Eve Day, the inclement weather encouraged indoor recreation as 750 people flocked to the Recreation Center.
- The Recreation Center experienced 72% turnover in full-time staff positions.



Financial Analysis

	2004	2005	2006	2007
Total Actual Expenditure	\$1,506,949	\$1,673,313	\$1,611,586	\$1,631,528
Total Actual Revenue	\$1,371,542	\$1,384,037	\$1,345,612	\$1,392,934
Overall Cost Recovery:	91%	82.7%	83.5%	85.3%

- Earned \$109,234 over budgeted revenue
 - Revenue targets were exceeded due to sales and promotions, as well as inclement weather in December 2007 causing visitors to stay indoors
 - This accomplishment is especially significant considering that the entire pool complex was closed for 2 months
- Came in \$139,361 under budgeted expense
 - Budget savings was due to closing the pool complex for 2 months and a smaller than expected increase in utility costs
 - This was the first year of the newly created Facilities Fund, which created a \$55,000 increase in expenses

Participation

	2006	2007		2006	2007
Total Passes Sold	43,093	40,535	Aquatics Programs		
Total Number of Visits	109,418	118,410	Learn to Swim	456	371*
General Admission in \$	\$195,193	\$194,724	Private/Semi Private Lessons	368	161*
Pass Sales in \$	\$739,001	\$741,499	CPR classes	63	47*
Tennis (tracked in \$)			SCUBA	11	12*
Tournaments	\$1,624	\$1,349	CPR	21	21*
Stringing	\$7,804	\$9,127	Lifeguard Classes	10	6*
Racquet Rental	\$1,298	\$1,293	Aquatics Programs	456	371*
Leagues	\$34,838	\$35,836			
Lessons	\$58,340	\$75,325			
Jr Programs	\$5,670	\$4,432			
Court Fees	\$42,748	\$35,422			

*Note, the pool was closed for 2 months during 2007.

Guest Feedback

The Recreation Center collects guest feedback via contact with guests, customer comment cards, program/ service evaluations, and random guest service evaluations.

2007 Net Promoter Score = 79% from 326 evaluations

2006 Net Promoter Score = 80% from 148 evaluations

Each division tailors evaluation questions to their specific needs. However, in addition to the Net Promoter Score, two additional questions are standard on all evaluations. These are as follows:



A total of 289 evaluations were collected at the front desk randomly from facility participants.

Overall satisfaction with the Recreation Center	4.7
Overall satisfaction with the customer service received	4.8

A total of 37 evaluations were collected for aquatics learn-to-swim programs.

Overall satisfaction with the learn-to-swim class	4.6
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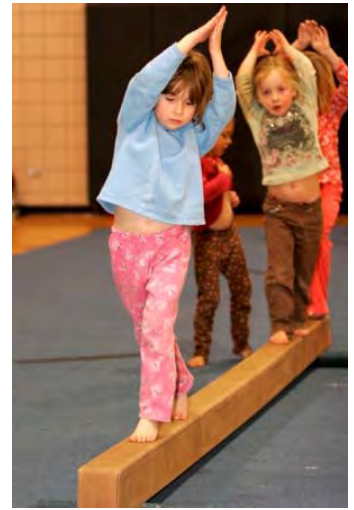
Market Analysis

Price comparisons continue to be difficult as there are few mountain towns that have recreation centers similar to Breckenridge. A market comparison was done with Aspen, Silverthorne, Glenwood Springs, and Fairplay, who all have relatively similar centers. Our prices fall within the average of mountain towns. Front Range facilities would be the next comparison. A cross section of these facilities was added. When adding in Front Range facilities, the Breckenridge Recreation Center begins to fall considerably above average as Front Range facilities tend to have considerably lower prices than mountain towns. At this time, Aspen continues to have the highest prices in the state of Colorado.

Programs Division

Highlights

- Overall participation in programs increased by approximately 9%
- Significant increases in participation were seen in drop-in fitness and fitness-related programs, nature series programs, climbing wall visits, summer day camp, no-school days, and gymnastics
- Numerous new programs were offered in 2007, with programs reaching out to various target markets and different demographic groups
- Chris Hughes, a personal trainer, took 6 athletes to the Olympic Training Center for a weight lifting competition – 5 achieved personal bests and 3 took 1st place awards
- Several special events were offered again in 2007 – 2 events achieved record participation (Summit Trail Running Series and Great Egg Scramble)
- After school and summer day camp programs were given a face-lift and renamed Breckenridge Mountain Camp; guest feedback has been very positive
- Programs revenue and expense both fell below budget targets (see finance section below)
- There was a 48% increase in the number of program evaluations received, leading to greater guest feedback
- The Programs Division experienced 50% turnover in full time staff positions



Financial Analysis

	2004	2005	2006	2007
Total Actual Expenditure	\$485,175	\$478,129	\$695,516	\$747,326
Total Actual Revenue	\$264,273	\$285,418	\$420,126	\$394,547
Overall Cost Recovery:	54.4%	59.7%	60.4%	52.7%

- Earned \$86,453 under budgeted revenue
 - Program areas that struggled with revenue projections included summer day camp, fitness, lifetime activities and personal training.
 - Fitness was moved under the Programs Division in January 2006 with the idea that programs could begin instituting fees to offset the costs. However, the community has provided negative feedback on fee-based fitness programs since, historically, fitness programs were included free with Recreation Center membership. For this reason, fitness will be moving back to the Recreation Center budget in 2008.
 - There was significant demand for personal training services; however, a constant turnover in personal training staff and the temporary absence of our most regular trainer for family reasons, resulted in decreased revenue and an inability to meet demand.
- Came in \$104,655 under budgeted expense
 - Budget savings was primarily due to holding staffing expenses in check due to struggling revenue in the specified program areas.

Participation

	2005	2006	2007
Sports Leagues	6836	4959	5261
Special Events	2817	3038	2551
Youth Sports	4616	4794	4075
Youth Climbing	2579	701	491
Adult Climbing		33	0
Climbing Wall Groups/Comps		3240	2888
Climbing Wall Visits	3459	4119	5614
Climbing Other		504	334
Toddler Programs	183	489	345
RAF	3933	3152	2775
No School days	424	265	362
Kindermusik	572	253	52
TKD	4624	6070	5630
Gymnastics	642	597	1187
Fitness/Wellness	0	842	1473
Lifetime Activities	58	177	1532
Adventure/Outdoor Rec	70	390	454
Summer Day Camp	3233	2677	2977
Bearly Big	2231	2447	1985
Personal Training	1898	2269	2188
Fitness Classes	17030	19571	22191
Nature Series		579	1040
	55583	59285	65405

Significant Participation Increases:

Climbing Wall Visits
No School Days
Gymnastics
Fitness/Wellness
Lifetime Activities
Fitness Classes
Nature Series

New activities were offered in the areas of fitness/ wellness/ lifetime activities. Participation increased due to offering a significant number of new programs; however, the cancellation rate of programs offered remained high. This was the first full year of programming for the Nature Series.

Significant Participation Decreases:

Special Events
Youth Sports
Climbing Wall Groups / Comps
Bearly Big

Some participation decreases are a result of staffing shortages, and therefore, an inconsistency in program offerings. The Department continues to face some challenges in this area. Youth sports

participation decreases were due to moving a portion of the lacrosse program to the high school as an official sport.

Special Events

ABS Climbing Competition

- Event sanctioned through the American Bouldering Series with prizes furnished through local merchants
- 23 participants, with 22 of the 23 being from out-of-county for the February event
- According to BRC economic indicator data, out-of-county participation generated **\$1936** to the local economy
- 76 climbers for the November event

St. Patty's Dodgeball Tournament

- 10 teams participated, with approximately 8 players per team
- Sponsorship by Burke and Riley's helped fill the event to capacity

Great Egg Scramble

- Donations from local establishments pay all costs so that the event can be offered free of cost to the public
- Approximately 350 participants

Summit Trail Running Series

- Series of 6 races attracting runners from around Colorado
- Total of 789 participants, averaging 131 participants per race
- Proceeds donated to Breckenridge Open Space



Skate Jam

- 35 skaters participated in both street and bowl areas

Mighty Triathlon

- Youth triathlon for kids ages 5-7 with 34 participants

Independence Day 10K

- Inaugural event held on July 4 prior to the Firecracker 50 Mountain Bike Race
- 251 runners with 38% from the Front Range, 32% from out of state, and 30% from the surrounding community



Skate Contest

- Open to all ages and abilities, 45 skaters participated

Quickstick Lacrosse Tournament

- Men's tournament held over a weekend
- 14 teams with 20 players per team participated, many from out of the area
- Using economic indicator data from the BRC, this event generated **\$70,800** in tourism dollars for the weekend

Putterhead Volleyball Tournament

- 290 teams with 2 players per team translated into 580 participants for the weekend tournament
- Using economic indicator data from the BRC, this event generated **\$102,660** tourism dollars for the weekend



Oktoberfest 5K Run/Walk

- 113 people participated in this event held in conjunction with the Town's Oktoberfest event

Nature Series Halloween Hike

- Educational event with Halloween treats yielded 50 participants

Family Campfire

- 41 people attended this family event held at Carter Park

Holiday Workshop

- 19 kids participated in this event featuring arts and crafts, pool time and a visit from Santa

New Years Evening Hike

- 29 participants signed up to attend this inaugural event; however, due to the heavy snow storm, only 9 people actually participated

Guest Feedback

The Programs Division collects guest feedback via contact with guests, customer comment cards, program/ service evaluations, and random guest service evaluations.

2007 Net Promoter Score = 84% from 547 evaluations

2006 Net Promoter Score = 80% from 365 evaluations

Each division tailors evaluation questions to their specific needs. However, in addition to the Net Promoter Score, two additional questions are standard on all evaluations. These are as follows:

Overall satisfaction with this program	4.76
Overall satisfaction with the customer service received	4.73

Market Analysis

Due to the large number of programs and variables for those programs, it is difficult to compare prices for this area. However, market research indicates that our prices are within the average range of programs at other mountain locations.

Gold Run Nordic Center

Highlights

- Since Gold Run Nordic is a seasonal operation, the fiscal year report covers the second half of the 2006/2007 season and the first part of the 2007/2008 season
- Grooming conditions continued to be of exceptional quality and received constant praise from guests
- 2007 revenue increased by 25% over 2006
- Staff retention from 2006 to 2007 was 71% (10 of 14 staff returned)
- 10 out of the 15 Nordic staff members are PSIA certified
- The 2007 / 2008 season began with a late start of December 5 due to lack of snow, causing 2 races to be postponed or cancelled
- Mi Zuppa soup was offered again for the season and experienced success
- Participation continues to increase as Gold Run Nordic has increased market presence and notoriety



Financial Analysis

	2004	2005	2006	2007
Total Actual Expenditure	\$146,814	\$139,593	\$233,372	\$265,625
Total Actual Revenue	\$80,749	\$116,842	\$120,924	\$151,364
Overall Cost Recovery:	55%	83.7%	51.8%	56.9%

- Earned \$22,294 over budgeted revenue
 - Revenue targets were exceeded across the board with pass sales and visitation, as well as exceptionally strong pro shop sales
 - Revenue is up 25% from the previous year
- Came in \$9,170 under budgeted expense
 - Budget savings was due to tight budget management across all general ledger lines
 - Expenses include all grooming fees, fuel, IT & Garage Funds, and 25% of the cost for club house cleaning
 - A Facilities Fund for Nordic (as a portion of clubhouse expense) has not yet been created

Participation

Year	Season Pass Visits	Total Day Use Visits	Event Participants	Rentals	Retail Sales	Program/Lesson Revenue
2003	1695	2103	815	676	\$11,872	\$4,534
2004	2045	3282	1298	766	\$14,751	\$9,348
2005	2464	4400	1105	1266	\$26,451	\$12,644
2006	2576	3594	1131	1075	\$26,024	\$11,951
2007	2730	3512	769	1273	\$35,475	\$20,517

- Season pass sales and visits were up significantly from 2006
- Day pass visits increased significantly while punch pass visits were down, which yielded an overall day use number similar to 2006
- Rentals, retail sales and lessons all increased significantly

Special Events

“Ten-Mile Tour” January 2007

- Gold Run to Frisco Nordic tour that is part of the RM Nordic Tour series. Majority of event produced by RMN.
- 253 participants, 50 volunteers. Applying the BRC economic indicator formula to those participants who traveled here specifically for the event shows **\$11,132** tourism dollars earned for this one-day event.

Ullr Fest Bonfire/Nordic Event, January 2007

- 150 participants.

Twilight Nordic Ski Social, January 2007

- 11 participants, \$129 in generated revenue.

Swift Skedaddle Snowshoe Adventure, January 2007

- 4k/10k Snowshoe Citizens Race, USSSA National Championship Qualifier.
- 105 participants, \$2160 rev. Applying the BRC economic indicator formula to those participants who traveled here specifically for the event shows **\$4576** tourism dollars earned for this one-day event.

Gold Run Loppet, January 2007

- 15k/30k Citizens Freestyle Cross Country Ski Race
- 121 participants, \$3460 in generated revenue. Applying the BRC economic indicator formula to those participants who traveled here specifically for the event shows **\$5280** tourism dollars earned for this one-day event.

Gold Run Volksmarch, February 27

- Saturday 27 participants; Sunday 11 participants for a total of 38.

4th Annual DogTerra Event, March 2007

- 37 canine participants brought 58 associated humans.
- All proceeds donated to L.A.P.S., who then donated the funds to T.O.B. for a proposed Dog Park at Carter Park.

Gold Run USSA National Ranking List Cross Country Ski Race, December 2007

- Postponed then held at FNC on 12/8-9 because of lack of snow.

Local’s Appreciation and Rossignol Demo Day, December 2007

- 22 participants (14 Fri., 8 on Sat.)

Gold Run Classic 5k/10k Classic Technique Citizen's Cross Country Ski Race, December 2007

- 40 racers; \$752 in generated revenue. Applying the BRC economic indicator formula to those participants who traveled here specifically for the event shows **\$1760** tourism dollars earned for this one-day event.
- Race was originally scheduled for Sat., 12/1 but was postponed because of lack of snow.

Guest Feedback

Gold Run Nordic Center collects guest feedback via contact with guests, customer comment cards, program / service evaluations, and random guest service evaluations.

2007 Net Promoter Score = 98% from 43 evaluations

2006 Net Promoter Score = N/A

Each division tailors evaluation questions to their specific needs. However, in addition to the Net Promoter Score, two additional questions are standard on all evaluations. These are as follows.

Gold Run Nordic Center – Facilities and Services

Overall satisfaction with Gold Run Nordic Center	4.93
Overall satisfaction with the customer service received	4.93

Gold Run Nordic Center – Programs and Events

Overall satisfaction with this program	5.0
Overall satisfaction with the customer service received	5.0

Market Analysis

Analysis of admission, rental and lesson prices at other mountain locations indicates that prices at Gold Run Nordic Center are at the same level. Price ranges for the various Nordic skiing centers do not vary significantly.

Ice Arena
Highlights

- The Ice Arena exceeded budgeted revenue and finished under budget in expenses (see finance section below).
- Revenue and general admissions were at an all-time high, especially over the Thanksgiving holiday when weather was very poor.
- The 2002 Zamboni was replaced with a new 2008 Olympia.
- Energy savings measures continue, with several new initiatives including a new lighting policy, and installation of motion sensor activated lights in several building areas.
- In response to guest feedback, the old hard-style skates are continuing to be replaced by soft-boot models with 80% of the inventory now replaced.
- Several new programs were implemented including a new women’s hockey league, summer skate camp, a synchronized skating team, and several other programs.
- Programs seeing significant increases in participation include hockey leagues, adult hockey classes, and learn to skate classes.
- The Ice Arena received a 120% increase in the number of program and random guest evaluations received, leading to considerably more guest feedback.
- The annual Net Promoter score increased from 41% in 2006 to 66% in 2007.
- In order to tackle the poor feedback regarding quality of officiating received in 2006, new measures were implemented, including self evaluations, peer critiques, and sessions with the Programs Coordinator for each official.
- The Ice Arena experienced 38% turnover in full time staff positions.



Financial Analysis

	2004	2005	2006	2007
Total Actual Expenditure	\$959,702	\$954,806	\$927,988	\$1,034,463
Total Actual Revenue	\$664,855	\$608,180	\$658,333	\$670,672
Overall Cost Recovery:	69%	63.7%	70.9%	64.8%

- Earned \$18,172 over budgeted revenue
 - Revenue targets were exceeded due to popular new hockey programs (e.g., Breck Betties) and strong general admissions that resulted from poor weather over the Thanksgiving holiday and in December.
- Earned \$58,132 under budgeted expense
 - Budget savings was due to implementing energy savings measures and smaller than expected increases in utility costs.
 - This was the first year of the newly created Facilities Fund, which caused a \$45,000 increase in expenses.

Participation

	2006	2007
Adult Hockey Leagues	95 teams	108 teams
Adult Hockey Classes	27	173
Youth Hockey Classes/Programs	64	66
Learn to Skate Classes	287	636
Public Skating Sessions	18,431	18,765
Stick & Puck Sessions	1566	1389
Adult Drop-In Hockey	1728	1605
Freestyle Skating Sessions	416	324
Total	22,614	23,066

Programming staff have designed and implemented numerous new programs to attract and retain skaters. The most successful new program implemented is the Breck Betties women’s hockey league, which is responsible for the increase in hockey league numbers.

Special Events

Spring Fling Men’s Hockey Tournament

- 7 teams participated, with approximately 72 total participants from around Colorado
- Using economic indicator data from the BRC, this event generated **\$4248** tourism dollars from non-local participants for the weekend

Women’s Oktoberfest Tournament

- 11 teams participated, with approximately 254 total participants from around Colorado
- Using economic indicator data from the BRC, this event generated **\$22,302** tourism dollars from non-local participants for the weekend

Summit Foundation Hockey Classic

- Ice time is donated for this event, which functions as a fundraiser for the Summit Foundation
- \$60,000 was raised over the weekend

Kingdom Kup Hockey Tournament

- While the ice time is donated, this event brings in 16 teams from around Colorado over 2 weekends
- Using economic indicator data from the BRC, this event generated **\$31,860** tourism dollars from non-local participants for the weekend

Holiday Ice Show

- 22 skaters participated in the show along with two guest synchro teams and 3 guest soloists
- 166 spectators turned out to watch the show, generating \$1590 in revenue



Guest Feedback

The Ice Arena collects guest feedback via contact with guests, customer comment cards, program/ service evaluations, and random guest service evaluations.

2007 Net Promoter Score = 66% from 551 evaluations

2006 Net Promoter Score = 41% from 253 evaluations

Each division tailors evaluation questions to their specific needs. However, in addition to the Net Promoter Score, two additional questions are standard on all evaluations. These are as follows:

The Ice Arena received 86 total evaluations for general customer service.

Overall satisfaction with the program or service	4.7
Overall satisfaction with the customer service received	4.7

1-5 scale with 1 = worst and 5 = best

The Ice Arena received 73 total evaluations for drop-in ice programs.

Overall satisfaction with the program or service	4.6
Overall satisfaction with the customer service received	4.7

1-5 scale with 1 = worst and 5 = best

The Ice Arena received 362 total evaluations for hockey, learn-to-skate and winter activities programs.

Overall satisfaction with the program or service	4.7
Overall satisfaction with the customer service received	4.9

1-5 scale with 1 = worst and 5 = best

Market Analysis

Analysis of ice rental fees, public skate admission fees, hockey and freestyle fees indicates that Breckenridge falls squarely in the middle of prices for ice rinks in the Colorado area.

MEMO

TO: Mayor and Town Council
CC: Town Manager & Assistant Town Manager
FROM: Kim DiLallo, Director of Communications
DATE: May 9, 2008
RE: Marketing Fund

History:

In 1992 the Town established a Marketing Fund for the purpose of marketing the town as a whole, and to level the playing field so all entities benefiting from doing business in Breckenridge would support these efforts. It is funded through a business license fee (BOLT), a portion of the Accommodations Tax (\$.40) and a portion of the Sales Tax (\$.07). The majority of this fund is granted to the Breckenridge Resort Chamber (BRC) as the Town's marketing 'agency', and the remaining (7 - 10% of annual budget) is granted to various nonprofits that fulfill 'niche' marketing (classical music, film, theatre, etc.).

In 2003, the Town, the BRC and the Breckenridge Ski Resort (BSR) commissioned the Leeds School of Business at C.U. to conduct a Strategic Marketing review. The full report is located on the Town's website (www.townofbreckenridge.com) under Downloads / Non-Governing Documents, and click on *Strategic Marketing review*.

In 2004, a steering committee comprised of members from Town Council, BSR, and BRC undertook the Marketing Vision Project. RRC facilitated this process which included approximately 30 members from our community meeting over a five month period. RRC's report is also located on the Town's website under Downloads / Non-Governing Documents, and titled *Marketing Vision Project*.

Attached are two spreadsheets of the Town's Marketing Fund history in actual dollars and in 1993 dollars, as well as CAST survey results on Chamber Services.

Information/Activities/Welcome Centers – The BRC has operated the various centers (Skelly Station, Daniels Cabin and Activities Center in Blue River Plaza) since the mid 1980s with the Town's role being the landlord. The Town purchased the Bailey Building in 2003 and renovated it into the current Breckenridge Welcome Center for the purpose of consolidating information and activities bookings into one facility, as well as providing an interpretive center to tell the 'Breckenridge story.' The Main Street (or Info Center) portion opened in January 2006, and the remaining (interpretive) portion opened in June 2006.

Current Situation:

The BOLT revenues have seen relatively flat growth due to the inability to increase the fee structure, which was set in 1992. In November 2006, Breckenridge voters did not approve an adjustment to the fee structure, which would have included a free membership to the BRC and the ability for the fees to increase for inflation.

In 2007, the BRC developed a metric to measure the success of the various marketing programs and work continues to fine tune this tool. Marketing costs continue to rise, and the market has become increasingly more competitive. In response, the BRC requested, and was granted, an increase to the funds granted for 2008 (\$197,678 for marketing and \$185,000 for event enhancements).

The BRC increased the staffing levels and operating hours for the Welcome Center, and the Town provides roughly 55% of the staffing expenses as well as operational expenses (maintenance, utilities, capital, etc.). These figures are included in the Marketing Fund spreadsheets.

With the Welcome Center being a much larger facility with greater operating costs, the Council and the BRC Board had numerous discussions about additional funding sources, to which the BRC committed to exploring in order to lessen the Town's financial burden of staffing costs. While various ideas have been explored, no additional funds have been secured to date. However, Town staff met with BRC staff early May to discuss a sponsorship possibility.

The BRC Board has discussed the possibility of increasing the hourly wage for the Welcome Center staff in order to remain competitive and retain quality employees. Currently the staff is paid an hourly wage and a 3% commission on the activities they book.

Current Issues:

As noted above, the Marketing Fund revenues are relatively flat; however, expenses are rising and the market continues to be more competitive. Staff anticipates the request for increasing marketing dollars, including event enhancements, to continue.

The BRC funds their support of the staff at the Welcome Center through membership dues and therefore, only BRC members are able to display and distribute materials in the Welcome Center.

The purpose of this memo and attachments are to give Council members an overview of the reports that relate to this topic to aid in your discussion during the May 20th Retreat.

MARKETING FUND HISTORY SINCE INCEPTION (In 1993 Dollars)																	
	BASE	4.4%	4.3%	3.5%	3.3%	2.4%	2.9%	4.0%	4.7%	1.9%	1.1%	0.1%	2.1%				
	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005				
	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals				
	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996				
	Budget	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals				
Annual CPI																	
Accumulative CPI																	
	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Business License	382,913	392,958	397,927	415,131	403,408	454,125	452,462	420,475	367,709	411,944	438,768	412,651	395,248	402,201	399,480	381,754	
Accommodations Tax	29,512	186,530	193,982	198,673	206,967	204,474	204,356	204,663	185,340	176,579	168,751	183,057	196,235	216,321	242,270	221,874	
Sales Tax	18,356	110,778	116,522	114,609	138,987	130,508	127,348	131,165	126,521	120,367	119,028	122,851	138,899	150,366	161,072	150,936	
Interest Income	228	5,668	4,591	1,811	331	1,086	1,597	1,127	2,735	31	193	1,127	2,046	2,036	12,014	653	
Transfer from Excise Fund	0	0	0	0	0	0	0	0	0	68,810	36,340	50,835	14,225	13,732	87,295	195,771	
TOTAL REVENUE	47,868	680,449	711,206	711,108	739,714	749,693	790,194	785,764	757,429	777,731	763,081	770,522	746,654	784,656	902,131	950,989	
Charges for Services	0	455,528	718,341	609,045	648,651	632,302	657,443	667,302	681,396	674,742	667,956	650,412	640,255	692,799	786,965	995,180	
Grants	0	88,956	95,182	97,750	107,542	102,062	92,240	92,910	89,412	84,270	77,616	77,705	84,637	79,300	81,436	83,203	
TOTAL EXPENDITURES	0	544,484	813,523	706,795	756,193	734,364	749,683	760,212	770,808	759,012	745,573	728,117	724,893	772,099	868,402	1,078,383	
BRC Support	0	?	427,314	688,658	644,215	632,302	657,443	667,302	681,396	674,742	667,956	650,412	636,489	692,915	783,868	983,434	
BRC Breakout: in Real Dollars																	
Marketing																	
Friends Welcome																	
Main Street Performances																	
Community Branding																	
Special Mktng. Funds:																	
Special Events Appropriation																	
Miners/Tailings Lots signage																	
\$39k Gnd Jnctn & Bldr Mktng + \$5,712 Mktng Study																	
Film Location Conference																	
\$50k Heritage event + \$30k NBS																	
Breck Welcome Cntr Ops																	
Welcome Cntr Ops support (PW, IT, CIP) from ToF																	
NOTE: these figures DO NOT include the Town's 'in-kind' support of events																	
5.9.08 D/Lallo/Hillis																	



SURVEY

Chamber Services

October 2007

Breckenridge would also like responses to the following survey questions:

If you have a chamber does it only do typical chamber member services or does it also do marketing?

If a chamber does not do marketing, who does?

Is the marketing done in house or contracted out?

Does your chamber have a central reservations function?

Aspen: Our chamber does both. Reservations are done centrally by StayAspenSnowmass, an affiliated organization. I believe the marketing is outsourced.

Fraser: The Winter Park/Fraser Valley Chamber does typical member services, but I think it actually has more of a focus on marketing, much like a tourism board. We'd like to see more economic development/small business efforts. Most of the marketing work is done in house, though they also contract out specialty work. Reservations are not a chamber function.

Frisco: Typical member services. The Town does marketing. The vast majority is done in house. We have contracted with Hill and Company for specific areas. No central res function.

Grand Jct: The Grand Junction Area Chamber is a "typical" chamber. The Grand Junction Visitor & Convention Bureau, (GJVCB) which is a department of the City of Grand Junction does the marketing. The GJVCB contracts with two agencies, one for traditional marketing and one for electronic marketing/website services. The GJVCB contracts with Travel Hero to provide online reservations capabilities to area lodging properties.

Grand Lake: Our Chamber does the marketing, they do contract it out to a PR type firm and it does not do central reservations.

Jackson: It also does marketing for the area and its members businesses, for example, as event sponsors - the company name and or logo would appear in ads placed in the regional drive markets newspapers. The Chamber does solicit the help of a PR Firm to build an annual plan that goes hand in hand

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with the marketing plan. It is done in house with the guidance of other members who are professional marketing directors / managers at their place of business - we meet quarterly and the group is called the Marketing Advisory Group. We refer the central reservation function to members who do this for a living.

Steamboat: The Chamber does marketing. They do a lot in house but work with a Denver firm to develop the campaign. The ski area runs the central reservations.

Winter Park: Winter Park has a Chamber and they do the marketing for the Town. In about 1994 we passed an additional 1% sales tax in Town with 1/2 going to marketing and 1/2 going to capital projects. Since that time, the Chamber has been the recipient of that funding for marketing.

The marketing is supervised by a marketing committee of the Chamber, made up of marketing people from Chamber members. In addition, I sit as an ex-officio member representing Winter Park and Nat Havens is ex-officio representing Fraser. The committee hires a marketing firm to produce the pieces we use and work with the committee to come up with the message. Central Reservations is currently done as a "semi-independent" function of the ski area, not by the Chamber.

Joint BEDAC/Council Meeting

Tuesday, June 24, 2008

6:00-7:15 p.m.

Agenda

- 6:00pm** **I. Introductions**
- 6:05** **II. Top 5 Priority List (proposed) for 2008/2009**
- 1. Work force Issues**
 2. Business Diversification
 3. Economic/Business Trends, Status, Health, and Impacts
 (discussion under IV)
 4. North Area (Breckenridge) Development
 5. Second Homeowner Engagement and Impact
- 6:30** **III. Possible Specific 2008 Discussion Topics**
- 1. Lift ticket sales tax**
 2. Home size building restrictions
 3. BRC 2009 marketing plan review
- 6:50** **IV. Economic/Business Trends, Status, Health and Impacts**
 And Economic Trends Dashboard Demonstration
- 7:15** **V. Adjournment**

Breckenridge Economic Development Advisory Committee

2008 Top 5 List

1. Workforce Issues

Perhaps the most serious impediment to the health and sustainability of the local economy is the difficulty of attracting and retaining a workforce to staff local institutions such as our schools and police, local businesses, and other institutions. Issues such as affordable housing, health insurance, pay scales, transportation, etc. are well-known issues and challenges. BEDAC will discuss various solutions for these challenges that the Town can impact, gather data as appropriate, and submit appropriate Recommendations or Advisories to Council.

2. Business Diversification

The Committee has discussed the desirability of fostering business diversification in Breckenridge but has not come to any conclusions. Should the Town concentrate on building on its strengths (tourism, skiing, etc.) or actively encourage other (green) businesses to locate in the town? If diversity is desirable, what are its advantages? How should diversity be encouraged, marketed, etc? BEDAC will gather data, as available, from towns that have pursued a positive diversity strategy, evaluate and discuss the data, and submit appropriate Recommendations or Advisories to Council.

3. Economic/Business Trends, Status, Health, and Impacts

The Town Council does not have the time to be knowledgeable of and be able to consider all of the important business and economic conditions that may impact the health and sustainability of the local economy. BEDAC will establish a sub-committee to discuss and evaluate such matters and report to Council as issues arise that may impact the Town.

4. North Area Development

There are significant upcoming development plans for the north area of Town including the Vail Resorts Sawmill parking lots, potential shopping center redevelopment, Main Street improvements, McCain and Block 11. The Committee should receive updates from Staff as appropriate, monitor and discuss economic impacts and opportunities of developments, and submit appropriate Recommendations or Advisories to Council.

5. Second Homeowner Engagement and Impact

Many second homeowners spend a considerable amount of time in Breckenridge yet are not engaged in the community and its activities. They represent an important resource for community input and participation but can also represent opportunities and challenges for the local economy, since they require a support workforce, impact housing availability, and bring outside income into the community. BEDAC will discuss various possibilities for engaging and supporting this segment of the community, gather data as appropriate, and submit appropriate Recommendations or Advisories to Council.

Other Items:

6. Retiree Engagement and Impact

As with second homeowners, retirees (whether full- or part-time) represent a largely untapped community of resources, inputs, and participation. Many have experience and talents that could assist local non-profits, educational and cultural institutions, and government. Retirees that settle in Breckenridge also represent opportunities and challenges for the local economy, since they require a support workforce, impact housing availability, and generate income. BEDAC will discuss various possibilities for engaging this segment of the community, gather data as appropriate, and submit appropriate Recommendations or Advisories to Council.

7. Telecommuter Impacts and Desirability

The increasing ability, through telecommunications and other technologies, to make jobs “location neutral” bring both opportunity and challenge. This topic impacts issues such as business diversification, workforce issues, and local technology assessments and enhancements in that this community will demand housing and other support infrastructure, generate income for local businesses and expenses for local government institutions, and diversify the economy. BEDAC will discuss the potential and challenges implied by this community and submit appropriate Recommendations or Advisories to Council.

8. Amenities for Visitors

Visitors come to Breckenridge to enjoy many activities (skiing, hiking, etc.). Can these activities be improved? Activities are lacking for visitors who do not ski, hike, etc. or for visitors who wish to “take the day off”? What additional activities and facilities (perhaps a teen center and program ?) should the Town encourage or facilitate to enhance the visitor (and also resident and second homeowner) experience? BEDAC will discuss various possibilities, gather data as appropriate, and submit appropriate Recommendations or Advisories to Council.

9. Wi-Fi

Being a resort community, the Town is reliant on tourism. In order to stay competitive in the services that our community offers, BEDAC believes that having wi-fi service is a necessary amenity to provide our visitors. This would permit those who must be in contact with their offices to come to Breckenridge for vacations. The number of these types of visitors appears to be increasing. BEDAC will monitor the popularity of the Hot Spots pilot program. This will assist in assessing the potential of a wider ranging municipal-wide wi-fi system.

10. Future Technology Needs

Keeping up with technological advances is seen as a crucial part in aiding the development of economic strategies. As people become increasingly more reliant on technology, keeping up to date on technical advancements may give Town the edge on staying competitive for tourism, business diversification (that may be more technology based/reliant), as well as growth of existing local businesses. BEDAC will discuss the results of both the Wi-Fi pilot program and business diversification and submit any applicable Recommendations or Advisories to Council on possible programs.

Joint Town Council/BEDAC Dinner Meeting

Specific Possible Discussion Topic Summaries

The following summarizes the subject matter of the possible additional discussion topics that BEDAC is interested in addressing which we would like Council input and feed back:

1. Lift Ticket Sales Tax:

BEDAC is aware that this topic has been discussed at the Council level in the past and is a sensitive topic. Nevertheless, BEDAC feels that the topic is worthy of discussion considering that economic conditions may, in the near term, cause somewhat lower visitorship to Breckenridge with consequently lower sales, lodging, and perhaps other tax income. BEDAC would like to explore whether a tax on lift tickets would be a beneficial income source for the Town.

2. Home Size Restrictions:

BEDAC is aware that Council has requested the Planning Commission to examine this topic out of concern that the character of local neighborhoods could be negatively impacted by the construction of “monster homes” in older, established neighborhoods. This issue could have economic and business impacts as well that could be discussed and evaluated by BEDAC.

3. BRC 2009 Marketing Plan Review:

Several members of BEDAC have valuable marketing experience that might contribute to the marketing strategy and tactics of the BRC. Since the Town invests a significant amount of money in the BRC marketing effort and since the marketing program has an important impact on the Town's economy and business climate. The Town may benefit from the experience of a BEDAC review of the BRC marketing plan prior to submission to Council. This review would add different perspectives to the plan, perhaps suggest different approaches or methodologies, and so forth. A two-week review time frame would be appropriate, at Council's direction.



TOWN OF BRECKENRIDGE TOWN COUNCIL AGENDA
Tuesday, June 24, 2008 (Regular Meeting); 7:30 p.m.

I	CALL TO ORDER and ROLL CALL	
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III	APPROVAL OF AGENDA	
IV	COMMUNICATIONS TO COUNCIL	
	A. Citizen's Comment - (Non-Agenda Items ONLY; 3 minute limit please)	
	B. BRC Director's Report	
V	CONTINUED BUSINESS	
	A. SECOND READING OF COUNCIL BILL, SERIES 2008 - PUBLIC HEARINGS**	
	1. Council Bill No. 24, Series 2008- AN ORDINANCE AMENDING SECTION 5-2-3-1 OF THE <u>BRECKENRIDGE TOWN CODE</u> CONCERNING THE PLACEMENT AND REMOVAL OF GARBAGE CANS AND RECEPTACLES	Page 79
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VI	NEW BUSINESS	
	A. FIRST READING OF COUNCIL BILL, SERIES 2008 -	
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	B. RESOLUTIONS, SERIES 2008-	
	1. A RESOLUTION ADOPTING THE TOWN OF BRECKENRIDGE COMPREHENSIVE PLAN, DATED MARCH 25, 2008, AS THE TOWN'S ANNEXATION PLAN PURSUANT TO SECTION 31-12-105(1)(E), C.R.S.	Page 104
	C. OTHER- None	
VII	PLANNING MATTERS	
	A. Planning Commission Decisions of June 17, 2008	Page 2
	B. Town Council Representative Report (Mr. Mamula)	
VIII	REPORT OF TOWN MANAGER AND STAFF*	
IX	REPORT OF MAYOR AND COUNCILMEMBERS*	
	A. CAST/MMC (Mayor Warner)	
	B. Breckenridge Open Space Advisory Commission (Mr. Rossi)	
	C. BRC (Mr. Bergeron)	
	D. Summit Combined Housing Authority (Ms. McAtamney)	
	E. Breckenridge Heritage Alliance (Mr. Joyce)	
X	OTHER MATTERS	
XI	SCHEDULED MEETINGS	Page 106
XII	ADJOURNMENT	

*Report of 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. 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

CALL TO ORDER AND ROLL CALL

Mayor Warner called the June 10, 2008 Town Council Meeting to order at 7:34 p.m. The following members answered roll call: Mr. Bergeron, Mr. Joyce, Mr. Mamula, Ms. McAtamney, Mr. Millisor, Mr. Rossi, and Mayor Warner.

APPROVAL OF MINUTES – May 27, 2008 Regular Meeting

With no changes, Mayor Warner declared the minutes were approved.

APPROVAL OF AGENDA

Town Manager, Tim Gagen,

COMMUNICATIONS TO COUNCIL

A. Citizens Comment - (Non-Agenda Items ONLY; 3 minute limit please)

1. Paul Hinchins- Tommyknockers Inc & Country Boy Mines- Asked if Council received the memo he sent to Council. They all agreed that they had received the memo. There was some discussion. He has been told he can not bring another caterer in and Gilchrist is refusing to provide catering.

B. BRC Director's Report- Corry Mihm- Welcome Center numbers for May still had a growth over last year even though it is the slowest month of the year. 80% increase of visitors in the Welcome Center from last year. Hours are 9am-9pm again for the summer. CNN was here yesterday. Corry passed out an article from the Tampa Tribune. Kingdom Days this weekend. Town Party is on Friday and Friends Welcome Awards will be presented. Next weekend is Ride the Rockies which will end here in Breckenridge. Central Reservations Annual Meeting is coming up on the 18th at Beaver Run 10am-1pm.

CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILLS, SERIES 2007 & 2008 – PUBLIC HEARINGS**

1. Council Bill No. 22, Series 2008- AN ORDINANCE AMENDING POLICY 5 (ABSOLUTE) (“ARCHITECTURAL COMPATIBILITY”) OF SECTION 9-1-19 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE “BRECKENRIDGE DEVELOPMENT CODE”, BY ADOPTING PROVISIONS CONCERNING SOLAR PANELS; AND MAKING CONFORMING AMENDMENTS TO THE BRECKENRIDGE DEVELOPMENT CODE

Town Attorney Tim Berry explained that this ordinance proposes to adopt regulations concerning the placement of solar panels in the Town. There were no changes from first reading.

Mayor Warner asked for public comment. There was none. He closed the public hearing.

Mr. Bergeron moved to approve Council Bill No. 22, Series 2008 on second reading. Ms. McAtamney made the second. Mr. Millisor commented that he hopes the ordinance does what we want it to do and that he hopes we continue to look at it. Motion passed 7-0.

2. Council Bill No. 23, Series 2008- AN ORDINANCE AMENDING CHAPTER 2 OF TITLE 2 OF THE BRECKENRIDGE TOWN CODE, BY ELIMINATING THE REQUIREMENT THAT ONE MEMBER OF THE TOWN OF BRECKENRIDGE PLANNING COMMISSION BE A MEMBER OF THE TOWN COUNCIL; CREATING THE POSITION OF TOWN COUNCIL LIAISON TO THE PLANNING COMMISSION; AND PROVIDING OTHER MATTERS RELATED TO THE TOWN COUNCIL LIAISON TO THE PLANNING COMMISSION

Mr. Berry explained that several years ago, the Town Charter was amended to allow the Town Council to decide by ordinance if there should be a Town Council member serving on the Planning Commission. This ordinance will create a new position of Town Council liaison to the Planning Commission and eliminates the requirement that a Council member serve on the Commission. There were no changes from first reading.

Mayor Warner asked for public comment. There was none. He closed the public hearing.

Mr. Mamula moved to approve Council Bill No. 23, Series 2008 on second reading. Mr. Bergeron seconded. Motion passed 7-0.

NEW BUSINESS

A. FIRST READING OF COUNCIL BILLS, SERIES 2008-

1. Council Bill No. 24, Series 2008- AN ORDINANCE AMENDING SECTION 5-2-3-1 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE PLACEMENT AND REMOVAL OF GARBAGE CANS AND RECEPTACLES

Tim Berry commented that under the current Town Ordinance, all trash cans that are stored outside are required to have a latching mechanism that holds the lid securely to the container. The current ordinance is in conflict with all the Town trash containers on Main Street and some other containers in front of businesses. We are asking the Town Council to amend this ordinance so the secured lid section only applies to a "residential structure." Staff does not feel this will be problematic because all of the Town Trash cans and other cans located at the front of businesses are emptied on a daily basis.

In addition we are asking to amend the ordinance to state "residential refuse receptacles can only be placed at curbside after 6:00 am on the day of pickup". The existing ordinance was creating problems because it states containers can only be placed at curbside on the day of pickup, which technically permitted a container to be outside at 12:01 am. This allowed wildlife to get into the trash throughout the night. This ordinance as amended, only deals with residential structures and does not change any of our rules pertaining to dumpsters.

Mr. Rossi questioned whether it includes condos. Tim Berry commented that condo associations will still be required to have their trash covered and locked. The Council wants to look into making everyone having to lock their trash cans when they are outside.

Mr. Millisor moved to approve Council Bill No. 24, Series 2008 on first reading. Mr. Rossi made the second. Motion passed 7-0.

2. Council Bill No. 25, Series 2008- AN ORDINANCE ADOPTING A SUSTAINABLE BUILDING CODE FOR THE TOWN OF BRECKENRIDGE

Tim Berry commented that the ordinance document is substantially the same as the draft Ordinance that was reviewed by Council at the May 27 work session, with the following sections added:

Section 8-4-4: Resource Guide Adopted by Reference; Authority of Building Official to Adopt Updated Versions.

Section 8-4-11: Unlawful to modify premises. (After certificate of Occupancy)

Section 8-4-12: Conflict with Building Codes

Section 8-4-13: Enforcement and Penalties

Section 8-4-14: Liabilities

Section 8-4-15: Effective Dates

The effective date of January 1, 2009 reflects Council's comments at the last work session.

Mr. Bergeron moved to approve Council Bill No. 25, Series 2008 on first reading. Ms. McAtamney seconded. Motion passed 7-0.

B. RESOLUTIONS, SERIES 2008

1. A RESOLUTION APPROVING A DEVELOPMENT AND CHARITABLE CONTRIBUTION AGREEMENT WITH MERCY HOUSING COLORADO CONCERNING THE DEVELOPMENT OF AN ATTAINABLE HOUSING PROJECT ON TOWN-OWNED REAL PROPERTY; AND MAKING CERTAIN LEGISLATIVE FINDINGS AND DETERMINATIONS IN CONNECTION THEREWITH

Tim Berry commented that the resolution would approve an agreement between the Town and Mercy Housing for the development of 40 to 60 affordable workforce units on the Valley Brook site.

Ms. McAtamney moved to approve the resolution, 2008. Mr. Joyce seconded. Motion passed 7-0.

2. A RESOLUTION APPROVING A LICENSE AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO (Tyrolean Radio Tower)

Tim Berry commented that the resolution would approve a license agreement with Summit County for the Tyrolean Communication Tower.

Mayor Warner asked for public comment. There was none. He closed the public hearing.

Mr. Bergeron moved to approve the resolution, 2008. Mr. Millisor seconded. Motion passed 7-0.

D. OTHER

1. Arts District Burn Permit

Mr. Bergeron moved to approve a special permit to allow 4 barrel firings within the Arts District of Breckenridge as part of a scheduled workshop and Arts District celebration, on June 23rd, 24th, 25th and July 6th, 2008, All burning at the barrel firings shall comply with the "Open Burning" requirements of Section 307 of the International Fire Code, 2000 Edition. In addition, the Town shall obtain an open burning permit from the Red, White & Blue Fire Department. Ms. McAtamney seconded. Motion passed 7-0.

2. Planning Commission Appointment

There was some discussion amongst the Council. A vote was taken.

The Council agreed to appoint Jim Lamb to a 2 year term and Dan Schroder to the remainder of Sean McAllisters term which ends in October.

PLANNING MATTERS

- **Planning Commission Decisions of June 3, 2008.**

With no requests for call up, Mayor Warner stated the Planning Commission decisions of the June 3, 2008 meeting would stand as presented.

- **Town Council Representative Report.**

Mr. Mamula commented on the editorial comments from the meeting. Staff has done an outstanding job of working the code in the packet. No one seemed to reference the code at all. When he was first on the Commission he had a 2 hour meeting to learn about the code which he thought was important.

REPORT OF TOWN MANAGER AND STAFF

Town Manager, Tim Gagen, commented that they need to decide who the Council wants to select as their liaison to the Planning Commission. He asked council to provide us any other meetings that they want included on the calendar. He provided RETT info for the Council.

REPORT OF MAYOR AND COUNCILMEMBERS

A. Report of Mayor (CAST/MMC)

Mayor Warner commented on the MMC meeting. They went to Montezuma. They talked about the SLF 2030 Forecast. Senior Center requested a Housing Needs Study. Mayor Davis had brought up that the private sector should be doing that and it is not the governments' responsibility.

Mayor Warner commented that he and Tim had a meeting with Lucy K. and Rick S. from the Breckenridge Ski Area about a collaborative effort to work through the social issues for Peak 6 Expansion. He ran off a list of several topics to be discussed. They also talked about parking on Gold Rush Lot and solutions. Mr. Bergeron commented that there were over 180 letters in opposition to the Peak 6 expansion. He was comfortable with Mr. Rossi representing the Town. Lucy K. commented that she did want this group to be very public.

B. Breckenridge Open Space Advisory Commission (Mr. Rossi)

Mr. Rossi commented that there was an overview of Cucumber Gulch. From some water surveys they determined that TRPH is the highest it had been since 2001. Also at one site

Zinc is much higher than anywhere else. They saw an American mink. Beaver population is increasing. Talked about improvements at Reiling Dredge lot. Reviewed work plan.

C. BRC (Mr. Bergeron)

Mr. Bergeron had nothing to report.

D. Summit Combined Housing Authority (Ms. McAtamney)

Ms. McAtamney commented that they talked about goals and strategies. Elected a new chairperson. Fundraiser was last Friday.

E. Breckenridge Heritage Alliance (Mr. Joyce)

Mr. Joyce commented that they had their annual retreat and they covered 4 topics. The first one was general/admin issues. They want to be in good shape going into 2009. They spent time on reviewing Carter Museum exhibit design. General oversight of 2009 goals and CIP. Talked about engine #9 and French Gulch Signage. Concept of return on Town's investment was discussed. They want to find a way of tracking this. Joint space for non-profits was also discussed.

OTHER MATTERS

Mr. Mamula commented that he thought they had talked about the parking enforcement from 2am – 6am when it is not snowing. Ms. McAtamney commented that she has noticed a lot of graffiti. Mr. Millisor commented that the School District can't or won't do the ball fields in Breckenridge. Mayor Warner commented that the MMC decided it made sense to pool their money to get the fields back to good condition.

ADJOURNMENT

At 9:09p.m. Mr. Rossi moved to that the Town Council go into executive session pursuant to Paragraph 4(b) of Section 24-6-402, C.R.S., relating to conferences with the Town Attorney for purposes of receiving legal advice on specific legal questions.

At 9:20 p.m., Mr. Mamula moved to adjourn the executive session. Mr. Rossi made the second. The motion passed unanimously.

With no further business to discuss the regular meeting was adjourned at 9:20 pm.

Submitted by Alison Kellermann, Administrative Services Manager

ATTEST:

Mary Jean Loufek, CMC, Town Clerk

John Warner, Mayor

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 24 (Trash Receptacle Ordinance)

DATE: June 17, 2008 (for June 24th meeting)

The second reading of the ordinance amending the Town's Trash Receptacle Ordinance is scheduled for your meeting on June 24th. There are no changes proposed to ordinance from first reading.

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

1 **FOR WORKSESSION/SECOND READING – JUNE 24**

2
3 **NO CHANGES FROM FIRST READING**

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

7
8 COUNCIL BILL NO. 24

9
10 Series 2008

11
12 AN ORDINANCE AMENDING SECTION 5-2-3-1 OF THE BRECKENRIDGE TOWN CODE
13 CONCERNING THE PLACEMENT AND REMOVAL OF GARBAGE CANS AND
14 RECEPTACLES

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

18
19 Section 1. Section 5-2-3-1 of the Breckenridge Town Code is hereby amended so as to
20 read in its entirety as follows:

21
22 5-2-3-1: PLACEMENT AND REMOVAL OF GARBAGE CANS AND
23 RECEPTACLES:

24
25 A. Except as provided in subsection B of this section, all garbage cans and similar
26 refuse receptacles **for use at a residential structure** that do not have a latching
27 mechanism which keeps the lid tightly closed against the can or receptacle and
28 ~~which~~ prevents access to the contents of the can or receptacle by wildlife shall be
29 stored inside a home, garage, building or shed.

30
31 B. Residents, tenants, renters, lessors, or occupiers of residential property within
32 the town with curbside garbage pickup shall place their garbage cans and similar
33 refuse receptacles at the curb only **after 6 A.M.** on the day of pickup. After
34 pickup, the garbage cans and similar refuse receptacles must be resecured in
35 accordance with subsection A of this section, by ten o'clock (10:00) P.M.

36
37 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
38 various secondary codes adopted by reference therein, shall continue in full force and effect.

39
40 Section 3. The Town Council hereby finds, determines and declares that this ordinance is
41 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
42 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
43 thereof.
44

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Section 4. The Town Council hereby finds, determines and declares that it has the power to adopt this ordinance pursuant to the provisions of Section 31-15-401, C.R.S., and the powers possessed by home rule municipalities in Colorado.

Section 5. 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 _____, 2008. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of _____, 2008, 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:

Mary Jean Loufek, CMC,
Town Clerk

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 25 (Sustainable Building Code)

DATE: June 12th (for June 24th meeting)

The second reading of the ordinance adopting the new Sustainable Building Code is scheduled for your meeting on June 24th . There are no changes proposed to ordinance from first reading.

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

1 **FOR WORKSESSION/SECOND READING – JUNE 24**

2
3 **NO CHANGES FROM FIRST READING**

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

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8 COUNCIL BILL NO. 25

9
10 Series 2008

11
12 AN ORDINANCE ADOPTING A SUSTAINABLE BUILDING CODE FOR THE TOWN OF
13 BRECKENRIDGE

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

17
18 Section 1. The Breckenridge Town Code is amended by the adoption of a new Chapter 4
19 of Title 8, to be entitled “Sustainable Building Code”, which shall read in its entirety as follows:

20
21 **CHAPTER 4**

22
23 **SUSTAINABLE BUILDING CODE**

24
25 **SECTION:**

26
27 **8-4-1: Title**

28 **8-4-2: Intent**

29 **8-4-3: Authority of Chief Building Official**

30 **8-4-4: Resource Guide Adopted By Reference; Authority of Building Official to**
31 **Adopt Updated Version**

32 **8-4-5: Description Of Sustainable Building Code—Generally.**

33 **8-4-6: Applicability**

34 **8-4-7: Determination of Compliance**

35 **8-4-8: Mandatory Measures**

36 **8-4-9: Secondary Measures**

37 **8-4-10: Intensive Energy Use Amenities**

38 **8-4-11: Unlawful To Modify Premises**

39 **8-4-12: Conflict With Building Codes**

40 **8-4-13: Enforcement and Penalties**

41 **8-4-14: Liability**

42 **8-4-15: Effective Date; Transition**

43

1 **8-4-1: TITLE: This Chapter shall be known and may be cited as the “Town of**
2 **Breckenridge Sustainable Building Code.”**

3
4 **8-4-2: INTENT: The intent of this Chapter is to encourage cost effective and sustainable**
5 **building methods to conserve fossil fuels, water, and other natural resources; to promote**
6 **the reuse and recycling of building materials and a reduction in solid waste; and to**
7 **promote enhanced indoor health and amenity in residential buildings.**

8
9 **8-4-3: AUTHORITY OF CHIEF BUILDING OFFICIAL: The Chief Building Official has**
10 **the authority to interpret this Code, and to adopt policies and procedures to clarify the**
11 **application of its provisions. The Chief Building Official has the authority to adopt and**
12 **enforce administrative rules and regulations as may be necessary for the proper**
13 **administration of this Chapter. Such rules and regulations shall be adopted in accordance**
14 **with the procedures established by Chapter 1 of Title 1 of this Code.**

15
16 **8-4-4: RESOURCE GUIDE ADOPTED BY REFERENCE; AUTHORITY OF BUILDING**
17 **OFFICIAL TO ADOPT UPDATED VERSION: The Summit Sustainable Building**
18 **Resource Guide Version 1.0, dated March 2008, issued by the High County Conservation**
19 **Center, is adopted and made a part of this Chapter by reference. If the Summit**
20 **Sustainable Building Resource Guide is amended or revised after the effective date of this**
21 **Chapter, such amended or revised version may be adopted by the building official as a**
22 **building code policy pursuant to the authority granted to the building official by Section**
23 **B104.1 of the International Building Code and Section R104.1 of the International**
24 **Residential Code. The provisions of Chapter 18 of Title 1 of this Code shall not apply to the**
25 **building official’s adoption of an amended or revised version of the Summit Sustainable**
26 **Building Resource Guide. All references in this Chapter to the “Resource Guide” are to**
27 **Summit Sustainable Building Resource Guide Version 1.0, dated March 2008, as well as to**
28 **any amended or revised version of the Summit Sustainable Building Resource Guide**
29 **adopted by the building official as a building code policy.**

30
31 **8-4-5: DESCRIPTION OF SUSTAINABLE BUILDING CODE—GENERALLY.**

32
33 **The Town’s Sustainable Building Code adopted by this Chapter uses a combination of**
34 **mandatory requirements (called “Mandatory Measures”) and secondary (or elective)**
35 **provisions (called “Secondary Measures”). Secondary Measures must either be met or**
36 **offset by measures of equal value from the Resource Guide. The Mandatory Measures and**
37 **Secondary Measures are combined with a points-based system to ensure that all residential**
38 **buildings that are constructed within the Town achieve or exceed a minimum level of**
39 **efficiency without limiting or restricting the size, design, and type of construction of the**
40 **buildings or the amenity level provided. The Mandatory Measures, Secondary Measures**
41 **and Resource Guide are intended to be interrelated.**

42
43 **8-4-6: APPLICABILITY:**
44

1 A. The provisions of this Chapter shall apply to all new residential occupancy construction
2 including, but not limited to, one and two family dwellings, and multi-family buildings (a
3 building containing three or more dwelling units). The provisions of this Chapter shall also
4 apply to all residential dwelling units constructed within a mixed-use development.
5

6 B. Alterations and additions to residential structures existing at the time of the adoption of
7 this Chapter shall comply with the provisions of this Chapter.
8

9 C. For the purposes of calculating building size the entire building, existing and proposed
10 shall be used.
11

12 **8-4-7: DETERMINATION OF COMPLIANCE:**
13

14 A. A completed Sustainable Building Checklist shall be submitted to the Town along with
15 the appropriate building permit application.
16

17 B. Compliance with each measure described in this Chapter or found in the Resource
18 Guide shall be demonstrated by one of two methods. If compliance is “Inspected,” Town
19 staff will inspect these measures during typical inspections and shall require the submission
20 of appropriate documentation to establish compliance. All materials and/or methods
21 selected on the submitted Sustainable Building Checklist must be identified on the plans. If
22 a measure is indicated as “Self-Certified,” the applicant’s signature on the Sustainable
23 Building Checklist serves as certification that a measure will be complied with as described
24 in each section. The Town may conduct follow-up inspections or compliance audits of self-
25 certified measures prior to the issuance of a certificate of occupancy. If for any reason an
26 inspection or compliance audit fails, no certificate of occupancy will be issued until such
27 time as those self-certified measures are corrected.
28

29 C. Buildings that meet the mandatory measures required by Section 8-4-8 and the
30 secondary measures in Sections 8-4-9 and 8-4-10, as applicable to the project type, shall be
31 deemed to comply with this Chapter.
32

33 D. Buildings that meet the mandatory measures in Section 8-4-8 but do not meet the
34 secondary measures in Sections 8-4-9 and 8-4-10, as applicable to the project type, must off
35 set the level of non compliance by undertaking alternative measures and achieving points
36 of equal value as identified in the Resource Guide.
37

38 E. Buildings that meet and receive certification under L.E.E.D, Green Globes, or other
39 approved Nationally recognized Green Building Programs may be deemed to meet the
40 requirements of this Chapter Project specific approval is required for an alternate green
41 building program certification.
42

43 G. No certificate of occupancy for a residential project that is subject to the requirements
44 of this Chapter shall be issued unless compliance with all of the requirements of this
45 Chapter is demonstrated.

1
2 **8-4-8: MANDATORY MEASURES: The following measures are mandatory for all**
3 **projects:**

4
5 **A. Insulation:**

6
7 **Exterior wall insulation R-21**

8 **Roof ceiling insulation R- 49**

9 **Basement wall insulation R-10 (continuous) R13 (framing cavity)**

10 **Conditioned crawl space wall (below grade) R-10 (continuous) R-13 (framing**
11 **cavity)**

12 **Conditioned crawl space wall (above grade) R-19**

13 **Under slab insulation R- 10**

14 **Slab edge insulation R- 10, R-15 for heated slabs**

15 **Floor (over crawl) insulation R-30**

16 **Cantilever floor R-30**

17
18 **A reduction of the above minimum values that is permitted by the**
19 **International Energy Conservation Code will be permitted by this Chapter.**

20
21 **Compliance: Inspected (Insulation)**

22
23 **B. Fenestrations, (windows and doors):**

24
25 **Windows, maximum U- value of .35**

26 **Doors, maximum U- value of .35**

27 **Skylights and other fenestrations, maximum U- value .60**

28
29 **Compliance: Inspected (Plan Check and Final). Inspector must be able to**
30 **clearly identify the U-value and the window type.**

31
32 **C. Exterior opaque doors:**

33
34 **One exterior opaque door assembly to the house and one to the garage are**
35 **exempt from the fenestrations U-Factor requirement. Over head garage**
36 **doors are also exempt.**

37
38 **Compliance: Inspected (Final)**

39
40 **D. Energy efficient boiler or furnace:**

41
42 **When a boiler is installed, it must meet a minimum 87% efficiency rating.**
43 **For a forced air system, an 88% efficient system must be installed.**

44
45 **Compliance: Inspected (Final)**

1
2 **E. Water Heater:**
3

4 **Any conventional (storage) water heater installed must meet a minimum .63**
5 **energy factor (EF) rating for gas and a minimum .93 energy factor (EF)**
6 **rating for electric. If a tankless, indirect, solar, or heat pump water heater is**
7 **installed, this mandatory requirement shall be deemed to be met.**
8

9 **Compliance: Inspected (Final)**

10
11 **F. Owners Manual:**
12

13 **An owner’s manual including the operational instructions for all mechanical**
14 **systems and energy saving systems installed in the residential structure shall**
15 **be provided to the homeowner. Not required for Multi Family.**
16

17 **Compliance: Inspected (Final)**
18

19 **8-4-9: SECONDARY MEASURES: Secondary measures for a sustainable building must**
20 **be provided according to the specific units types and unit sizes outlined within this Section.**
21 **In order to provide the designer and builder with flexibility, each secondary measure listed**
22 **is also accompanied by an “offset value.” This offset value refers to the alternative**
23 **methods and materials found in the Resource Guide which may be used instead of the**
24 **listed secondary measure.**
25

26 **A. Building size**
27

28 **1. Single Family (Attached and Detached)**
29

30 **For every 50 square feet of conditioned space (including heated garage) over 3,000**
31 **square feet, a dwelling unit shall be required to earn one point which must be offset**
32 **by applicable measures listed in the Resource Guide. Dwelling units 3000 square**
33 **feet or less will be credited with one point for every 50 square feet less than 3000**
34 **square feet.**
35

36 **2. Multi Family (3 or more units) or Residential units in mixed use**
37 **developments.**
38

39 **For every 50 square feet of conditioned space within a dwelling unit over 1200**
40 **square feet, a building shall be required to earn one point, which must be offset by**
41 **applicable measures listed in the Resource Guide.**
42

43 **C. Additions**
44

1 For the purpose of calculating total building size the existing plus the proposed
2 building/unit size will be used.

3
4 A single-family building that has a total building size of more than 3000 square feet
5 shall be required to earn one point for every additional 50 square feet of new
6 conditioned space, which must be offset according to applicable measures listed in
7 the Resource Guide. The amount of new conditioned space between the existing
8 home size and 3000 square feet will not need to be offset.

9
10 A multi family unit that has a total unit size of more than 1200 square feet shall be
11 required to earn one point for every 50 square feet of new living space which must
12 be off set by applicable measures listed in the Resource Guide. The amount of new
13 living space between the existing living space and 1200 square feet will not need to
14 be offset.

15
16 **B. Renewable or Engineered Lumber**

17
18 Install the following quantities of renewable/engineered lumber in each building: Multi
19 Family and Mixed Use Buildings of non- combustible construction as defined by the
20 Building Code are deemed to comply with this requirement.

21
22 Minimum 60% of wood roof framing to be renewable or engineered lumber
23 Minimum 80% of wood floor framing to be renewable or engineered lumber
24 Minimum 80% of wood beams and headers to be of renewable or engineered lumber.

25
26 The percentage area for floors and roofs will be measured as a percentage of the
27 floor/roof area in plan view.

28
29 The percentage of beams and headers will be measured as a percentage of the total
30 lineal length of all wood beams and headers.

31
32 Off set value: 1 point for every 10% less than required and 1point credit for every 10%
33 more than required.

34
35 Compliance: Inspected (Plan Review/ Framing)

36
37 **C. Day Lighting**

38
39 Bathrooms, laundry rooms, and garages shall have windows and/or skylights to the
40 outside or transoms to adjoining rooms meeting natural light requirements of the
41 Building Code. Separate toilet compartments within a bathroom are exempt from this
42 requirement.

43
44 Offset value: 2 points for every bathroom/powder room/laundry room without exterior
45 windows.

1
2 **Compliance: Inspected (Plan Review/Final)**

3
4 **D. Air Stratification**

5
6 **All vaulted/raised ceiling areas greater than fifteen feet above the finished floor level are**
7 **to include an air destratification fan or vent system.**

8
9 **Off set value: 5 points**

10
11 **Compliance: Inspected (Final)**

12
13 **E. Recycling**

14
15 **Install a recycling center in all kitchen areas. Provide a dedicated space in all garages**
16 **for the storage of recycling bins.**

17
18 **Off set value: 3 points**

19
20 **Compliance: Inspected (Final)**

21
22 **F. Energy Star® rated appliances**

23
24 **Install an energy efficient dishwasher, refrigerator / freezer, and clothes washer. Energy**
25 **efficient appliance designation is indicated on the required Department of Energy**
26 **“Energy Star®” label.**

27
28 **Off set value: 1 point for each appliance not rated or not provided.**

29
30 **Compliance: Inspected (Plan Review / Final)**

31
32 **8-4-10: INTENSIVE ENERGY USE AMENITIES:**

33
34 **A. Any new residential occupancy construction, alterations and additions, and new**
35 **construction, including but not limited to, one and two family dwellings, and multi-family**
36 **dwellings that propose any of the following amenities must offset the energy usage in the**
37 **following amounts:**

38
39 **1. Outdoor, gas fire pits/fire places and stoves, (excluding grills)**

40
41 **Off set value: 5 points for appliance.**

42
43 **Compliance: Inspected (Plan Review / Final)**

44
45 **2. Hot tubs, spa pools and swimming pools.**

1
2 Off set value: 5 points for every 50 square feet, or portion thereof, of hot tub, spa, or
3 pool water surface area.

4
5 Compliance: Inspected (Plan Review/Final)
6

7 **3. Outdoors heated surfaces, including exterior drives, pathways patios, and garage**
8 **aprons, etc.**

9
10 Off set value: 2 points for every 100 sq/ft, or portion thereof, of out door heated
11 surface

12
13 Compliance: Inspected (Plan Review/Final)
14

15 **4. Air Conditioning**

16
17 Off set value: 1 point for every 200 sq/ft., or portion thereof, of air conditioned
18 space

19
20 Compliance: Inspected (Plan Review/Final)
21

22 **B. Points awarded under this section in excess of those points required for project**
23 **approval are available for future use in connection with additions to or the remodeling of**
24 **the property, but only if the addition or remodel involves one or more of the intensive use**
25 **amenities described in this section. Such retained points shall run with the land, and may**
26 **not be transferred separately from the land or retained by the seller of the property.**

27
28 **8-4-11: UNLAWFUL TO MODIFY PREMISES: For a residential construction project**
29 **that is subject to the provisions of this Chapter, once a certificate of occupancy for such**
30 **project has been issued it shall be unlawful for any person to do the following without the**
31 **prior written approval of the Town:**

32
33 **A. modify the premises for which the certificate of occupancy was issued in a manner that**
34 **makes the premises noncompliant with the mandatory measures of Section 8-4-8 of this**
35 **Chapter; or**

36
37 **B. modify the premises for which the certificate of occupancy was issued in a manner that**
38 **reduces the net number of points awarded for the project under Section 8-4-9 or 8-4-10 of**
39 **this Chapter.**

40
41 **8-4-12: CONFLICT WITH BUILDING CODES: In the event of any conflict between the**
42 **provisions of this Chapter and the Town's building codes adopted by Chapter 1 of this**
43 **Title, the provisions of this Chapter shall control.**

44
45 **8-4-13: ENFORCEMENT AND PENALTIES:**

1
2 **A. General: It is an "infraction", as defined in Section 1-3-2 of this code, for any person to**
3 **violate any of the provisions of this Chapter. Any person who violates any provision of this**
4 **Chapter shall, upon a determination of liability, be punished as provided in Title 1,**
5 **Chapter 4 of this Code. Each such person shall be liable for a separate offense for each and**
6 **every day during any portion of which any violation of any of the provisions of this**
7 **Chapter is committed, continued or permitted by such person, and such person shall be**
8 **punished accordingly.**
9

10 **B. Injunctive Relief: In addition to other remedies available to the town, the Town may**
11 **commence an action pursuant to Section 1-8-10 of this Code to enjoin the alleged violation**
12 **of any provision of this Chapter; to authorize and compel the removal, termination or**
13 **abatement of such violation; or if a property that is subject to the requirements of this**
14 **Chapter has been modified in violation of Section 8-4-11 of this Chapter, to require that the**
15 **property cease being used until it is restored to the condition that existed when the**
16 **certificate of occupancy was issued.**
17

18 **C. Additional Remedies: Any remedies provided for in this Chapter shall be cumulative**
19 **and not exclusive, and shall be in addition to any other remedies provided by law.**
20

21 **8-4-14: LIABILITY:**
22

23 **The adoption of this Chapter and the codes provided for herein shall not create any duty to**
24 **any person with regard to the enforcement or nonenforcement of this Chapter or said**
25 **codes. No person shall have any civil liability remedy against the town or its officers,**
26 **employees or agents, for any damage arising out of or in any way connected with the**
27 **adoption, enforcement or nonenforcement of this Chapter of said codes. Nothing in this**
28 **Chapter or in said codes shall be construed to create any liability or to waive any of the**
29 **immunities, limitations on liability or other provisions of the Colorado governmental**
30 **immunity act, section 24-10-101 et seq., C.R.S, or to waive any immunities or limitations on**
31 **liability otherwise available to the town, or its officers, employees or agents.**
32

33 **8-4-15: EFFECTIVE DATE; TRANSITION:**
34

35 **This ordinance shall become effective January 1, 2009 and shall apply to all construction**
36 **projects for which development permit applications are submitted to the Town on or after**
37 **such date. This ordinance shall not apply to: (i) any construction project for which a**
38 **development permit application was submitted to the Town prior to January 1, 2009; (ii)**
39 **any construction project for which a development permit was approved by the Town prior**
40 **to January 1, 2009; and (iii) any construction project for which a building permit was**
41 **issued prior to January 1, 2009.**
42

43 **Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the various**
44 **secondary codes adopted by reference therein, shall continue in full force and effect.**
45

MEMO

TO: Town Council

FROM: Town Attorney

RE: Contract With Colorado Mountain College Foundation—Block 11 Parcel

DATE: June 17, 2008 (for July 24th meeting)

Enclosed with this memo is a proposed Contract Of Sale with Colorado Mountain College Foundation, Inc., a Colorado nonprofit corporation (“Foundation”), and a form of ordinance approving the contract and authorizing the conveyance of Tract D, Runway Subdivision to the Foundation in accordance with the terms of the contract. It is my understanding that the Foundation is used by CMC for its debt financing, and Colorado Mountain Junior College District (“CMC”)has directed that the Foundation take title to the land.

The Contract of Sale is basically the Town’s standard real estate contract form, with a number of modifications that were made in order to address the peculiarities of this particular transaction. I would like to call your attention to the following specific contract provisions:

1. The property to be conveyed is described as Tract D, Runway Subdivision. See ¶1. This parcel has yet to be legally created, but that action is ready to be taken upon final approval of the Town’s request to subdivide the property. Tract D consists of 16.02 acres. We will have a copy of the subdivision plat available for your review next Tuesday.
2. The purchase price is \$1.00. See ¶2.
3. At closing CMC and the Foundation will execute a restrictive covenant as contemplated by the 2007 MOU between the Town and CMC (“MOU”). This covenant will provide that: (a) CMC/Foundation will have 20 years from closing to determine its full plan for the use of the property. Any portion of the property not required to implement CMC/Foundation’s plan for the property will be reconveyed to the Town at no cost upon request; and (b) if all or a substantial part of the property is ever used for any purpose other than as an institution of higher education operated by CMC/Foundation, or if the Foundation desires to sell the property, the Town has the right of first refusal to buy the property at its then-fair market value. See ¶4.3. The contract language mirrors the applicable provision of the MOU. The restrictive covenant will be recorded with the Summit County Clerk and Recorder.
4. The Foundation is purchasing title insurance insuring the title to the land for a value of \$14,000,000. See ¶5.1.
5. The Foundation/CMC may only construct those improvements to the land previously approved by the Town. See ¶9. This limitation will survive closing and be fully enforceable thereafter. See ¶19.

6. The Town is waiving all PIFS for the new CMC facility. However, CMC will pay the periodic water service fees. See ¶10.

7. The property is being conveyed to the Foundation in “as is” condition. See ¶11.

8. For a period of 20 years after closing the provisions of the MOU granting the Town a limited right of review and approval of CMC/Foundation’s improvements will continue to apply to changes to any of the following elements of the new campus: building footprint, parking, ingress and egress, walkways, building shapes and elevations, building and site components intended for shared public uses, and exterior colors and materials. See ¶16. The 20 year period was not provided for in the MOU (no time limit was specified) but has suggested by CMC. Additionally, the MOU contemplated that this provision would be part of the restrictive covenant, but CMC has requested instead that the provision be incorporated into the contract with the express agreement that the provision will survive closing and be enforceable thereafter (see ¶19). This approach will preserve the Town’s limited right of review and approval of any future improvements to the property, and I’m okay with preserving the right via the contract instead of incorporating it into the restrictive covenant.

9. Paragraph 5 of the MOU provides that CMC will not materially change the use of the new campus without consulting with the Town. “Material change” is generally defined to mean either the granting of the right to use or possess a substantial portion of the property to a tenant, lessee, licensee, etc. which is not terminable on 90 days’ notice, or any use of the new campus that is not in furtherance of CMC’s statutory powers and duties. As with the limited right of review and approval noted above, CMC has suggested that this MOU provision be incorporated into the contract instead of being put into the restrictive covenant. Since the contract provides that this provision will survive closing (see ¶19), I am again okay with not incorporating this provision into the restrictive covenant.

Because this contract involves the disposition of Town-owned property, under the Charter it must either be approved by ordinance or election. The ordinance route has been drafted based upon my understanding of the way the Council wants to proceed. The ordinance has not been drafted as an emergency ordinance, and will require the normal two-reading approval process.

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

1 ***FOR WORKSESSION/FIRST READING – JUNE 24***

2
3 COUNCIL BILL NO. ____

4
5 Series 2008

6
7 AN ORDINANCE APPROVING A CONTRACT OF SALE WITH COLORADO MOUNTAIN
8 COLLEGE FOUNDATION, INC., A COLORADO NONPROFIT CORPORATION
9

10 WHEREAS, the Town and Colorado Mountain Junior College District (“CMC”) entered
11 into that Memorandum of Understanding dated March 14, 2007 (“MOU”); and
12

13 WHEREAS, the MOU contemplated that the Town would convey to CMC certain Town-
14 owned land for the construction of CMC’s new Breckenridge campus, subject to certain terms
15 and conditions described in the MOU; and
16

17 WHEREAS, CMC has requested that Colorado Mountain College Foundation, Inc., a
18 Colorado nonprofit corporation, be the entity to take title to the property to be conveyed by the
19 Town pursuant to the MOU; and
20

21 WHEREAS, in order to implement the MOU the Town and Colorado Mountain College
22 Foundation, Inc., a Colorado nonprofit corporation, now desire to enter into a Contract of Sale, a
23 copy of which is marked Exhibit "A", attached hereto and incorporated herein by reference
24 ("Agreement"); and
25

26 WHEREAS, the Town Council has reviewed the Agreement, and finds and determines
27 that it would be in the best interests of the Town and its residents for the Town to enter into the
28 Agreement; and
29

30 WHEREAS, Section 15.3 of the Breckenridge Town Charter requires that the sale or
31 exchange of Town-owned real property be approved by ordinance or majority vote of electors at
32 the option of the Town Council; and
33

34 WHEREAS, the Town Council hereby finds and determines that the Agreement should
35 be approved by ordinance and not referred to the electors of the Town.
36

37 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
38 BRECKENRIDGE, COLORADO:
39

40 Section 1. The proposed Agreement between the Town of Breckenridge and Colorado
41 Mountain College Foundation, Inc., a Colorado nonprofit corporation, is approved in
42 substantially the form attached hereto as Exhibit "A", and the Town Manager and Town Clerk
43 are hereby authorized, empowered and directed to execute such Agreement for and on behalf of
44 the Town of Breckenridge.
45

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Section 2. Prior to closing of the transaction described in the approved agreement minor changes to or amendments of the approved agreement may be made by the Town Manager if the Town Attorney certifies in writing that the proposed changes or amendments do not substantially affect the consideration to be received by the Town pursuant to the approved agreement, or the essential elements of the approved agreement.

Section 3. The Town Council hereby 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 Section 15.3 of in the Breckenridge Town Charter.

Section 4. 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 _____, 2008. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of _____, 2008, 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:

Mary Jean Loufek, CMC,
Town Clerk

1
2
3 CONTRACT OF SALE

4 THIS CONTRACT OF SALE ("Contract") is made and entered into this ___ day of
5 _____, 2008, by and among the TOWN OF BRECKENRIDGE, a
6 Colorado municipal corporation ("Seller") and COLORADO MOUNTAIN COLLEGE
7 FOUNDATION, INC., a Colorado nonprofit corporation ("Buyer").

8 1. Real Property. Seller hereby agrees to sell to Buyer, and Buyer agrees to
9 purchase from Seller, the fee simple property described as:

10 Tract D, Runway Subdivision, according to the subdivision plat to be filed by
11 Seller at or prior to Closing.
12

13 Such real property, together with its appurtenances, is hereinafter called the "Property".
14

15 2. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property
16 is One Dollar (\$1.00) ("Purchase Price").
17

18 3. Buyer's Right of Entry And Inspection. During the term of this Contract Buyer,
19 its agents, employees, contractors and engineers, shall have the right from time to time to enter
20 upon the Property at their risk for the purpose of inspecting the same and conducting non-
21 destructive surveys, engineering studies, soil tests, investigations, feasibility studies and the like.
22 Within a reasonable time after such entries Buyer shall restore the Property to its prior condition.
23 With Seller's prior written approval, in Seller's sole discretion, during such time period the
24 Buyer shall also have the right to begin any necessary construction preparation and/or
25 construction, provided that if Buyer does not acquire the Property, and if Seller has so requested
26 at the time construction is commenced, Buyer shall restore the Property to its prior condition.
27 Buyer shall coordinate its inspections and construction with the Seller in advance so as to
28 minimize the disruption and inconvenience to the Seller.
29

30 4. Closing.

31
32 4.1 Date and Place of Closing; Extension. Closing shall occur on a date and at a
33 place and time to be determined by mutual agreement of the parties, not later than ten (10) days
34 after the effective date of the Town's ordinance approving this Contract, because this Agreement
35 must be approved by ordinance pursuant to the Town's Charter, and that the adoption of such
36 ordinance is subject to the citizens' right of referendum. If an affidavit concerning a potential
37 referendum is filed by a petitioner's committee within ten (10) days after final adoption of the
38 ordinance as required by the Town's Charter, the Closing date shall be delayed until it is
39 determined if the required number of signatures is submitted to the Town Clerk to force a
40 referendum election. If the required number of signatures is not submitted to the Town Clerk,
41 closing shall proceed as soon as practicable after such determination is finally made. If an
42 election on the ordinance is required, the Closing date shall be further delayed until the election
43 is held and the outcome of the election is finally determined. If the ordinance is approved at the
44 referendum election, closing shall proceed as soon as practicable after such determination is
45

1 finally made. If the ordinance shall be defeated at the referendum election, this Agreement shall
2 terminate.

3
4 4.2 Payment of Purchase Price; Deed. At Closing, Buyer shall pay the Purchase
5 Price as provided in Paragraph 2, and Seller shall execute and deliver to Buyer a bargain and sale
6 deed for the Property.

7
8 4.3 Execution of Restrictive Covenant. At Closing, Seller, Buyer, and Colorado
9 Mountain Junior College District, a Colorado junior college district (CMC”) shall enter into a
10 written restrictive covenant in form and substance acceptable to the parties. The restrictive
11 covenant shall include the following provisions:

12
13 (a) Buyer and CMC will have twenty (20) years from the date of closing to
14 determine its full plan for the use of the Property. Once such plan is finalized,
15 any portion of the Property that is not actually required by Buyer or CMC to
16 implement its plan for the Property will be reconveyed to Grantor at no cost upon
17 Grantor’s request. The parties by mutual agreement may extend the twenty (20)
18 year period described in the preceding sentence.

19
20 (b) If all or a substantial part of the Property is ever used for any purpose
21 other than as an institution of higher education operated by Buyer or CMC, or
22 other comparable use acceptable to Seller, or if Buyer shall propose to sell or
23 transfer the Property, Seller shall have a right of first refusal to buy the Property
24 from Buyer in exchange for payment to Buyer of the then-fair market value of the
25 improvements to the Property as determined by appraisal, and without payment
26 for the value of the land. If Seller does not exercise such right of first refusal
27 within six (6) months after Buyer advises Seller of the change of use or of its
28 desire to sell the Property, Buyer shall be free to use, transfer or market the
29 Property for other purposes, but upon the sale or transfer of the Property, Buyer
30 shall pay Seller the then-fair market value of the Property as determined by
31 appraisal, and without payment for the value of the improvements.

32
33 5. Title Insurance; Title Review.

34
35 5.1 Title Insurance Commitment; Title Policy. Seller shall deliver to Buyer good
36 and marketable title to the Property at closing, subject only to such title exceptions as are
37 mutually acceptable to the Seller and Buyer. Upon creation of an accurate legal description,
38 Seller shall cause to be delivered to Buyer a title commitment, together with all documents of
39 record pertaining to title to the Property. The title commitment shall insure the Property for
40 Fourteen Million Dollars (\$14,000,000) and shall include those endorsements required by Buyer.

41
42 Buyer shall pay the title insurance premium at Closing, and the title insurance
43 policy shall be delivered to Buyer as soon as practicable after Closing. The title policy shall be
44 issued on the 2006 ALTA form.

1 5.2 Buyer's Right to Object to Title Matters. Within twenty (20) days after
2 Buyer's receipt of any endorsement or update to the title commitment adding new title
3 exceptions ("Exceptions") to the title commitment, Buyer shall give written notice to Seller of
4 any title exceptions shown in such endorsement or update which are not acceptable to Buyer.
5 Seller shall have twenty (20) days from the receipt of Buyer's notice within which to determine
6 whether to cure or remove those Exceptions which are not acceptable to Buyer. Should Seller
7 elect not to cure or remove any Exceptions which are not acceptable to Buyer, Seller shall give
8 Buyer written notice of such election within the twenty (20) day period, otherwise Seller shall be
9 deemed to have elected to cure or remove all of the Exceptions which are unacceptable to Buyer.
10 If Seller elects not to cure or remove any Exceptions which are unacceptable to Buyer, Buyer
11 shall then have until thirty (30) days prior to Closing to terminate this Contract by delivery of
12 written notice of termination to Seller in accordance with Paragraph 19. If Buyer does not
13 deliver to Seller such notice of termination within such time period, Buyer shall be deemed to
14 have accepted the title proposed to be delivered by Seller.

15
16 6. Costs. Unless otherwise stated herein, each party shall pay one-half of the
17 reasonable cost of closing services. Each party shall bear its own legal, accounting and other
18 professional fees and costs in connection with this Contract.

19
20 7. Real Estate Taxes; Other Prorations. The parties acknowledge that Seller and
21 Buyer are both tax-exempt governmental entities, and that no proration of the real estate taxes for
22 the year of Closing shall be required. Usual and customary charges and expenses shall be
23 prorated to date of Closing.

24
25 8. Possession. Possession of the Property shall be delivered to Buyer at Closing,
26 subject to no leases or tenancies. At Closing the Property shall be in neat and clean condition,
27 free of trash and debris.

28
29 9. Improvements. Buyer shall only construct those permanent improvements on the
30 Property that were approved by Seller on July 24, 2007 and August 15, 2007. Additional
31 permanent improvements to the Property shall be subject to paragraph 16 of this Agreement.

32
33 10. Water Plant Investment Fees. Seller shall waive payment by Buyer of all water
34 plant investment fees, however, Buyer shall pay Seller for all periodic water service fees for
35 water used at the New Breckenridge Campus.

36
37 11. Seller's General Disclaimer. Notwithstanding the foregoing, Buyer acknowledges
38 that the Property shall be conveyed and transferred "AS IS," "WHERE IS" and "WITH ALL
39 FAULTS", and that Seller does not warrant or make any representations, express or implied,
40 relating to the MERCHANTABILITY, quality, condition, suitability or FITNESS FOR ANY
41 PURPOSE WHATSOEVER of the Property. Seller has no liability whatsoever to undertake any
42 repairs, alterations, removal, remedial actions, or other work of any kind with respect to any
43 portion of the Property. Buyer also acknowledges and agrees that the provisions in this Contract
44 for inspection and investigation of the Property by Buyer should be, and are, adequate to enable
45 Buyer to make Buyer's own determination with respect to the merchantability, quality, condition,
46 and suitability or fitness for any purpose of the Property.

1
2 12. Buyer's Contingencies. The obligations of the Buyer hereunder are expressly
3 contingent upon the Buyer's determination that the Property can be developed for its use as a
4 college campus at a reasonable cost and within a reasonable time frame and an appropriation
5 being made by the Buyer's governing body sufficient to complete such development.
6

7 In the event Buyer shall give the Seller written notice of the nonfulfillment of such
8 contingencies not later than thirty (30) days before Closing, this Contract shall terminate, and
9 each party shall be released from any further obligation hereunder.
10

11 13. Seller's Warranties. The Seller hereby warrants to Buyer that Seller knows of no
12 condemnation or eminent domain proceeding pending or contemplated against the Property or
13 any part thereof and that Seller is not now a party to any litigation affecting the Property or the
14 Seller's right to sell the Property, or any part thereof, and the Seller knows of no litigation or
15 threatened litigation affecting the Property, or any part thereof.
16

17 Seller shall give Buyer written notice if any of these warranties become incorrect prior to
18 Closing. If Seller gives written notice that any enumerated warranties have become incorrect, the
19 Buyer may, at its election, upon giving Seller notice thereof within twenty (20) days following
20 the Buyer's receipt of the notice, (i) terminate this Contract, in which event this Contract shall
21 become null and void, and each party shall be released from any further obligations hereunder, or
22 (ii) waive the change in warranty and proceed with the Closing hereunder.
23

24 14. Risk of Loss Pending Closing. The Property shall be held at the risk of the Seller
25 until legal title has passed and possession has been given to the Buyer.
26

27 15. Real Estate Commission. Seller and Buyer each warrant and represent to the
28 other that they have not used the services of any broker, agent or finder who would be entitled to
29 a commission on account of this Contract or the consummation of the transaction contemplated
30 hereby, and agree to defend, indemnify and save the other harmless from any commission or fee
31 which may be payable to any broker, agent or finder with whom the indemnifying party has dealt
32 in connection with this Contract. This indemnity obligation shall survive the termination of the
33 Contract and continue to be enforceable thereafter.
34

35 16. Future Improvements. For a period of twenty (20) years after Closing the
36 provisions of Paragraph 4 of the Memorandum of Understanding between the parties dated
37 March 14, 2007 (Memorandum of Understanding") shall apply to any proposed substantial
38 addition to or expansion of the New Breckenridge Campus involving changes to any of the
39 following elements of the New Breckenridge Campus: building footprint, parking, ingress and
40 egress, walkways; building shapes and elevations, building and site components intended for
41 shared public uses under paragraph 3.C of the Memorandum of Understanding and exterior
42 colors and materials.
43

44 17. Warning Concerning Special Taxing Districts. Special taxing districts may be
45 subject to general obligation indebtedness that is paid by revenues produced from annual tax
46 levies on the taxable property within such districts. Property owners in such districts may be

1 placed at risk for increased mill levies and excessive tax burdens to support the servicing of such
2 debt where circumstances arise resulting in the inability of such a district to discharge such
3 indebtedness without such an increase in mill levies. Buyer should investigate the debt financing
4 requirements of the authorized general obligation indebtedness of such districts, existing mill
5 levies of such district servicing such indebtedness, and the potential for an increase in such mill
6 levies.

7
8 18. Notices. All notices required or permitted under this Contract shall be given by
9 registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial
10 carrier delivery, or by telecopies, directed as follows:

11
12 If intended for the Buyer, to:

13
14 Lin Stickler
15 Colorado Mountain College, Executive Vice President
16 831 Grand Avenue
17 Glenwood Springs, Colorado 81601
18 Telecopier number: (970) 947-8385
19 Telephone number: (970) 947-8321
20

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

22
23 Beattie, Chadwick & Houpt, LLP
24 932 Cooper Avenue
25 Glenwood Springs, CO 81601
26 Telecopier number: (970) 945-8671
27 Telephone number: (970) 945-8659
28

29 If intended for the Seller, to:

30
31 Timothy J. Gagen
32 Town Manager
33 Town of Breckenridge
34 P.O. Box 168
35 150 Ski Hill Road
36 Breckenridge, Colorado 80424
37 Telecopier number: (970)547-3108
38 Telephone number: (970)453-2941
39

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

41
42 Timothy H. Berry, Esq.
43 Timothy H. Berry, P.C.
44 131 West 5th Street
45 P. O. Box 2
46 Leadville, Colorado 80461

1 Telecopier number: (719)486-3039

2 Telephone number: (719)486-1889

3
4 Any notice delivered by mail in accordance with this Paragraph shall be deemed to have
5 been duly given and received on the second business day after the same is deposited in any post
6 office or postal box regularly maintained by the United States postal service. Any notice
7 delivered by telecopier in accordance with this Paragraph shall be deemed to have been duly
8 given and received upon receipt if concurrently with sending by telecopier receipt is confirmed
9 orally by telephone and a copy of said notice is sent by certified mail, return receipt requested,
10 on the same day to that intended recipient. Any notice delivered by hand or commercial carrier
11 shall be deemed to have been duly given and received upon actual receipt. Either party, by
12 notice given as above, may change the address to which future notices may be sent.

13
14 19. Survival. Paragraph 5 of the Memorandum of Understanding, and Paragraphs 9,
15 11, 13, and 16 of this Contract shall survive Closing and shall not be merged upon the delivery
16 and acceptance of the deed for the Property.

17
18 20. Miscellaneous.

19
20 20.1 Full Agreement. This Contract contains the final and entire agreement
21 between the parties and neither they nor their agents shall be bound by any terms, conditions or
22 representations not herein written.

23 20.2 Time of the Essence. Time shall be of the essence of this Contract.

24 20.3 No Assignment. Neither party shall have the right to assign this Contract, or
25 any interest therein, without the express written consent of the other party.

26 20.4 Authority. The individual executing this Contract on behalf of each party
27 represents that he or she has all requisite powers and authority to cause his or her respective
28 party to enter into this Contract and to bind that party to fully perform its obligations as set forth
29 in this Contract.

30 20.5 Opportunity to Review. Both parties acknowledge having had the
31 opportunity to participate in the drafting of this Contract. This Contract shall not be construed
32 against either party based upon authorship.

33 21. No Constitutional Debt. Buyer's and Seller's obligations under this Contract are
34 subject to appropriation of funds, and shall not constitute a general obligation indebtedness or
35 multiple year direct or indirect debt or other financial obligation whatsoever within the meaning
36 of the Constitution or laws of the State of Colorado.

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38 22. Governmental Immunity. Nothing in this Contract shall be deemed or construed
39 to constitute a waiver of any provisions of the Colorado Governmental Immunity Act by either
40 party.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract of Sale on the date first above written.

SELLER:

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By _____
Timothy J. Gagen, Town Manager

ATTEST:

Mary Jean Loufek, Town Clerk

BUYER:

COLORADO MOUNTAIN COLLEGE FOUNDATION, INC., a Colorado nonprofit corporation

By: _____
E. Alexandra Yajko, CEO

MEMO

TO: Town Council
FROM: Town Attorney
RE: Adoption of Town Annexation Plan
DATE: June 17, 2008 (for June 24th meeting)

The Municipal Annexation Act requires the Town to annually adopt an “annexation plan.” The adoption of the annexation plan is a precondition to doing any annexation.

The Town has historically complied with requirement of the law by adopting its own comprehensive (master) plan as the Town’s annexation plan.

Enclosed is a resolution adopting the Town’s new Comprehensive Plan as the Town’s required annexation plan.

I will be happy to discuss this resolution with you next Tuesday.

RESOLUTION

SERIES 2008

A RESOLUTION ADOPTING THE TOWN OF BRECKENRIDGE COMPREHENSIVE PLAN, DATED MARCH 25, 2008, AS THE TOWN'S ANNEXATION PLAN PURSUANT TO SECTION 31-12-105(1)(E), C.R.S.

WHEREAS, Section 31-12-105(1)(e), C.R.S., requires that prior to completion of any annexation a municipality shall have in place a plan for the area proposed to be annexed, in which the plan shall generally describe certain matters described in such statute; and

WHEREAS, Section 31-12-105(1)(e), C.R.S., further requires that the annexation plan be updated at least once annually; and

WHEREAS, the Town Council finds and determines that the Town of Breckenridge Comprehensive Plan, Dated March 25, 2008, satisfies the requirements of an annexation plan under Section 31-12-105(1)(e), C.R.S., and should serve as the Town's annexation plan required by such statute.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO.

Section 1. The Town of Breckenridge Comprehensive Plan, Dated March 25, 2008, with the accompanying maps, plats, charts, and descriptive matter, is adopted as the Town's Annexation Plan pursuant to Section 31-12-105(1)(e), C.R.S.

Section 2. This resolution shall become effective upon adoption.

RESOLUTION APPROVED AND ADOPTED THIS 24th DAY OF JUNE, 2008.

ATTEST:

TOWN OF BRECKENRIDGE

Mary Jean Loufek, CMC, Town Clerk

John G. Warner, Mayor

APPROVED IN FORM

Town Attorney

Date



Scheduled Meetings, Important Dates and Events

Shading indicates Council attendance – others are optional

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them. All Council Meetings are held in the Council Chambers, 150 Ski Hill Road, Breckenridge.

JUNE 2008

Tuesday, June 24 Second Meeting of the Month

JULY 2008

Tuesday, July 8 First Meeting of the Month

Tuesday, July 22 Second Meeting of the Month

Tuesday, July 29 Public Official Liability Training

OTHER MEETINGS

2 nd & 4 th Tuesday of the Month; 7:00pm	Planning Commission; Council Chambers
1 st Wednesday of the Month; 4:00pm	Public Art Commission; 3 rd floor Conf Room
2 nd Thursday of the Month; 3:00pm	BEDAC; 3 rd floor Conf Room
2 nd Monday of the Month; 5:30pm	BOSAC; Council Chambers
2 nd & 4 th Tuesday of the Month; 1:30pm	Board of County Commissioners; County
3 rd Thursday of the Month; 7:00pm	Red White and Blue; Main Fire Station
2 nd Thursday of the Month; 5:30pm	Sanitation District;
Last Wednesday of the Month; 8am	Breckenridge Resort Chamber; BRC Offices
4 th Wednesday of the Month; 9am	Summit Combined Housing Authority;
2 nd Wednesday of the Month; 12 pm	Breckenridge Heritage Alliance; Gaymon Cabin
	CAST
	CML
	NWCCOG, RRR, QQ,
	I-70 Coalition