



**BRECKENRIDGE TOWN COUNCIL
WORK SESSION
Tuesday, May 27, 2008
3:00 pm
Work Session**

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 – 3:30 pm	I. <u>WATER 101 WITH GLEN PORZAK</u>	
3:30 – 4:00 pm	II. <u>EXECUTIVE SESSION</u>	
4:00 – 4:15 pm	III. <u>PLANNING COMMISSION DECISIONS</u>	<i>Page 2</i>
4:15 – 4:30 pm	IV. <u>LEGISLATIVE REVIEW</u> *	
	• Solar Panels	<i>Page 56</i>
	• Planning Commission Liaison Ordinance	<i>Page 61</i>
	• Mercy Housing Agreement	<i>Page 67</i>
	• Heritage Alliance License Agreement	<i>Page 95</i>
4:30 – 5:00 pm	V. <u>MANAGERS REPORT</u>	
	• Public Projects Update	
	• Housing/Childcare Update	
	• Committee Reports	<i>Page 10</i>
	• Financials	<i>Page 11</i>
5:00 – 6:00 pm	VI. <u>PLANNING MATTERS</u>	
	• Golden Horseshoe Nordic Trail Planning	<i>Page 32</i>
	• Sustainable Building Codes	<i>Page 35</i>
6:00 – 7:15 pm	VII. <u>BOCC JOINT MEETING</u>	

Dinner will be served to Town Council and Staff

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

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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: May 21, 2008

Re: Town Council Consent Calendar from the Planning Commission Decisions of the May 20, 2008, meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF May 20, 2008

CLASS C APPLICATIONS:

1. Soltani Residence (MGT) PC#2008054; 475 Long Ridge Drive
Construct a new single-family residence with 5 bedrooms, 4.5 baths, 6,064 sq. ft. of density and 6,984 sq. ft. of mass for a F.A.R. of 1:11.90. Approved.
2. Dimopoulos Residence (CK) PC#2008055; 0261 Cottonwood Circle
Construct a new single-family residence with 6 bedrooms, 6 bathrooms, 4,766 sq. ft. of density and 5,520 sq. ft. of mass for a F.A.R. of 1:5.58. Approved.
3. Nelson Residence (CK) PC#2008056; 283 Glen Eagle Loop
Construct a new single-family residence with 5 bedrooms, 5.5 bathrooms, 4,555 sq. ft. of density and 5,248 sq. ft. of mass for a F.A.R. of 1:6.37. Approved.

CLASS B APPLICATIONS:

1. Theobald Building Shed Relocation (MM) PC#2008057; 101 South Main Street
Temporarily remove the historic shed that is currently attached to the back of the Theobald Building and move off-site while the rehabilitation of the Theobald Building (separate application) is undertaken. The shed will then be brought back to the site (facing Ski Hill Road), rehabilitated and restored as a stand-alone retail building at the rear of the lot. Approved.

PLANNING COMMISSION MEETING

THE MEETING WAS CALLED TO ORDER AT 7:04 P.M.

ROLL CALL

Michael Bertaux Rodney Allen Leigh Girvin
Mike Khavari
Dave Pringle, Sean McAllister, and Eric Mamula were not present.

APPROVAL OF MINUTES

Mr. Allen noted that on Page 6 of 118: adjoining neighbors were not heard from in person or in writing and raised no objections. And that there was no conversation with the applicant.

Mr. Bertaux noted that on page 7 of 118, Dan Ulmer’s last name was spelt wrong.

It was also noted that under Dan Wolf’s comments on page 7 of 118, “conservation” should read “conversation”.

With no further changes, the minutes of the May 6, 2008 Planning Commission meeting was approved unanimously (4-0).

APPROVAL OF AGENDA

Mr. Neubecker asked to add discussion about the Sutterley-Kilgore remodel at the end of the meeting. With this one change, the Agenda for the May 20, 2008 Planning Commission meeting was approved unanimously (4-0).

CONSENT CALENDAR:

1. Soltani Residence (MGT) PC#2008054; 475 Long Ridge Drive

Mr. Allen asked how Staff responded to having the HOA not approving an application. Staff explained HOA approval is not needed for the Town’s approval; they are separately addressed by the applicant. Ms. Girvin asked why we allow 7,000 sq. ft. here and unlimited in Gold Flake Terrace. Staff explained the differences between the two properties, and that some subdivisions have limitations listed on the plat, which are enforced by Staff, but generally single family homes outside the Conservation District are allowed unlimited density..

2. Dimopoulos Residence (CK) PC#2008055; 0261 Cottonwood Circle

3. Nelson Residence (CK) PC#2008056; 238 Glen Eagle Loop

With no motions, the consent calendar was approved unanimously (4-0).

COMBINED HEARINGS:

1. Theobald Building Shed Relocation, PC#2008057; 101 South Main Street

Mr. Mosher presented a proposal to temporarily remove the historic shed that is currently attached to the back of the Theobald Building and move it off-site while the rehabilitation of the Theobald Building (separate application) is undertaken. While the shed is stored off-site, a full basement and new foundation would be created for the Theobald Building. In addition, the review process for the rehabilitation and restoration of the Theobald Building will be conducted. The shed would then be brought back to the site (facing Ski Hill Road), rehabilitated and restored as a stand-alone retail building at the rear of the lot.

Staff noted that if the rehabilitation and restoration were not to be approved, the shed still could be returned to the site and the Theobald Building could be landmarked to allow the basement. The approval of this application was related to, but not dependent on, the Theobald Building application. In the past the code has not always allowed some changes and or proposals but accommodations were made to allow various unique characteristics.

Staff also noted that condition number 8 should read in its entirety:

8. *If Development Permit Application No, 2008058 filed by the Applicant seeking a development permit to rehabilitate and restore the Theobald Building is not given final approval by the Planning Commission/Town Council, or the terms and conditions of any approval are not acceptable to the Applicant, the historic shed that is the subject of this permit shall be relocated on the property in a location to be approved by the Town, and the Applicant shall obtain approval from the Breckenridge Town Council of local landmark designation for the Theobald Building located on the property.*

Randy Hodges, Hodges/Marvin Architects, (agent): Presented drawings as to what the shed would look like after its replacement on the property. Explained some of the shoring and construction processes.

Mr. Khavari opened the hearing for public comment. There was no public comment and the public hearing was closed.

Commissioner Questions/Comments:

Mr. Bertaux: Asked if Pup's Glide Shop was under ownership by the applicant. (Mr. Theobald - yes.) Asked if the foundation would be a full basement beneath the structure? (Mr. Hodges – no, they plan on avoiding the historic building to the south and maintain a 4-foot crawl space along the south and east property lines.) Asked if the shed would have a basement after its replacement. (Mr. Hodges – No, a code compliant stair would consume too much of the floor area. All basement area would be in the main building.)

Final Comments: This application does comply with Priority Policy 108 for its replacement and with the applicants' track record he does not recommend the town require a performance bond.

Mr. Allen: Does the description of relocation in the code mean moving of any nature of just moving off-site? (Mr. Mosher – Relocation can mean any movement of a structure. The preference is to leave the building as is, Second preference is to move it on the property in the same context, lastly would be moving it to another property in the Conservation District.)

Final Comments: Concurred with Mr. Bertaux's final comments. Support the application.

Ms. Girvin: Final Comments: Concurred with Mr. Bertaux's final comments.

Mr. Khavari: Will the shed's height be increased with its replacement? (Mr. Hodges – The shed is in a hole today. It will be raised up just enough to protect it from drainage concerns.)

Final Comments: Concurred with Mr. Bertaux's final comments.

Mr. Bertaux made a motion to approve the point analysis presented for the Theobald Building Shed Relocation, PC#2008057, 101 South Main Street with a passing score of positive one (+1) point. Mr. Allen seconded. The motion was approved unanimously (4-0).

Mr. Bertaux the made a motion to approve the combined application for the Theobald Building Shed Relocation PC#2008057, 101 South Main Street, with the findings and conditions and the approved point analysis. Mr. Allen seconded. The motion was approved unanimously (4-0)

PRELIMINARY HEARINGS:

1. Theobald Building Rehabilitation and Variance (MM) PC#2008058; 101 South Main Street

Mr. Mosher presented a proposal to completely restore the original east 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, and reset the historic shed addition as a stand-alone retail space behind the main building. No changes are 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 would be heated to eliminate the ice dangers.

Staff has often found that, at times, the exactness of the policies from the Development Code and the Historic Standards are often difficult to apply or interpret with the variety of unusual conditions established with the Town's many historic structures and the changes to the Town's character and growth patterns. For instance, for the Racer's Edge redevelopment, the Town's historic standards were modified during the review process to accommodate specific conditions that were not identified in the Development Code or Historic Standards in order to facilitate the redevelopment of the property.

Staff has given this application careful thought because are confronted by two important issues: 1) The viability and “heartbeat” of the Commercial Core with the connection to the Riverwalk and 2) the possible removal of historic fabric and alterations to the building to meet this goal. Staff has the following questions for the Commission:

1. Does the Commission support lowering the historic floor elevation in order to meet Building Code requirements (leaving the exterior elevation the same) and allowing the building still to be landmarked?
2. Would the Commission support creating a variance to allow the basement density beneath the new construction to be counted as “free” density?
3. Does the Commission believe that the alterations to the historic structure as associated with the proposed use are in balance with the resulting vitality and better pedestrian connection along the north property line between the Riverwalk and Main Street?
4. Does the Commission believe that this design respects “the historic integrity of the building while also accommodating new functions”. Would you suggest negative points under this Design Standard?
5. Would the Commission support a variance for allowing the building to be lowered one level in it’s historic rating?
6. Would the Commission support awarding positive six (+6) points for heating the public sidewalk along the north property line?

Randy Hodges, Hodges/Marvin Architects, (agent): Presented historic photos of the original historic east elevation of the Theobald Building that is to be completely restored. Goal is to return to the original historic condition. The north elevation would be changed to accommodate new window penetrations and entries for additional retail space along the sidewalk. Windows would be added if modification is approved. Digging of the basement would begin by digging from the back (west end) of the building and going underneath. The windows on the north side were to added to add light to the interior of the building and create interest along the sidewalk.

Wayne Brown (attorney), West, Brown, Huntley, and Thompson: Concerning the landmarking the building and not changing the floor elevation – need to lower the floor to meet required handicap access for all parts of the building. The historic structure next door complicates digging the basement (can’t use all the density that is allowed beneath the building). This reasoning should support a variance.

Robin Theobald, Applicant: Elevation of the interior floor will change but not the elevation of the exterior of the building.

Public Comment: None

Commissioner Questions/Comments:

Mr. Bertaux: Is Staff considering or suggesting language for a variance? (Mr. Mosher - We would like the Commission to give Staff some direction and then we would consult with the Town Attorney for the actual language.) Great project. The building needs renovation and is glad to see this type project going on. Interior floor elevation change is fine. A survey would be recommended to track any elevation before and after the renovation. The allowed basement density beneath a historic structure is not really “free” but a relocation of this density beneath a small portion of the new construction is OK. The resulting vitality to this end of the block is good. Do not support awarding any negative points for the remodel of the building as the resulting vitality is important. Support awarding positive six (+6) points for heating the public sidewalk. Seeking National rating is up to the property owner. Support lowering the historic rating as the building would still meet state requirements within the Conservation District.

Mr. Allen: If density on the new structure is deemed appropriate, are TDRs an option? (Mr. Neubecker – The historic district is not a receiving area, so TDRs are not allowed.) Asked Mr. Hodges to explain the the metal cornice that would be used on the new north entry. (Mr. Hodges - A building that was being torn down in Texas was where the historic cornice came from.) Noted that Doug Carrs’ property received positive points for internal circulation. Can we apply like points here? (Staff presented the proposed circulation patterns on the site to the Commission and discussed the Carr application and the points assigned to that application. Staff will look to the code to see if points can be assigned. Staff also pointed out capital improvements do warrant positive points, but this

project is not in the capital improvements plan.) Support lowering floor elevation as it will not be noticed. Allow the basement density but does believe this is a relocation of the allowed density and not “free”. Public benefits far exceed code issues with this application. Supports alterations to historic structure. Respecting the historic nature respects integrity and supports positive points for heating sidewalk. Supports allowing the lowering of the rating. Maybe add positive points for public sidewalk but maybe penalize for energy consumption.

Ms. Girvin: On the north elevation existing entry feature, there are architectural “do-dads”. When were they added? (Mr. Theobald – added in the 1970s) Were any more windows found that have been covered up? (Mr. Theobald – Yes, in the north and south elevations and one in the second floor.) Asked if footers will support the building. (Mr. Hodges - clarified the support structure for the basement and outlined its location.) How do you get underneath to build the basement? (Mr. Hodges - stated they would shore it up like a mine and enter through the back of the building, then work toward the sides. Furthermore not all of the basement is beneath the existing building some is under the new addition.) No problem with lowering the floor. Proposal to bring basement walls back would be the same square footage, thus be a relocation of density but not “free”. Changes are in balance with connection to River Walk. Not keen on the large lower level windows on north elevation. If you look at other historic structures lower windows aren’t present elsewhere. The historic fabric would be removed if these three windows were added. Lowering the historic rating is ok. Not in favor of heating sidewalks or driveways for it’s a terrible waste of energy but would support heating this sidewalk in this case just not sure about 6 positive points for the public benefit as a result.

Mr. Khavari: On the Phillips garage were negative points assigned? (Mr. Mosher – No.) Have negative points ever been assigned for relocation. (Mr. Neubecker – Yes, negative points have been assigned for relocation in the past.) This is a good project but, a bunch of things that we are seeking variances for may start a precedent which is a concern. Basement is ok underneath the historic and non-historic floor structure. What is the approximate square footage of the heated sidewalk? (Estimates were given but staff will look into it and report back.). # 1 yes. #2 not free density just relocating. #3 Yes. #4 yes, work with windows by adjusting sizes or numbers. Ok with rating and ok with heating not sure about 6 positive points.

2. Blue Front Bakery Restoration, Local Landmarking and Redevelopment (MM) PC#2007140; 114 Lincoln Avenue

Mr. Mosher presented a proposal to completely restore the historic Blue Front Bakery, locally landmark the structure and develop the remaining available mixed-use density at the eastern portion of the site. Commercial/Retail uses were proposed on the main level (near the sidewalk) with an employee unit at the lower level and two apartments on the upper level.

Changes Since the Last Preliminary Hearing

1. The historic building shows a separation of four (4) feet wide with a depression in the façade that is five (5) feet deep.
2. Height of building at rear was reduced.
3. The architecture has been refined.
4. Information regarding the potential development of the property immediately to the west is included in the drawings.

The applicant’s and agent have met with Staff several times prior to this review. Staff appreciated the effort to have many of the details worked out prior to preliminary review; however, they did have questions for the Commission to comment on:

1. Was the Commission comfortable having the building masses fill more of the property rather than have a back yard with smaller out buildings?
 - a. Though not a Design Standard or Priority Policy, having the rear yard not fully covered was a development character of the Core Commercial Character Area. Would the Commission support having the site show more open space at the northwest portion of the site?
2. Did the Commission agree with Staff’s interpretation of the Historic Standards regarding the upper level windows and the “belt course” on the facades facing the ROWs? We would also like feedback on:

- a. Arched window transoms
- b. Window grouping vs. evenly spaced
- c. Belt course vs. two-story vertical elements

Staff recommended the application return for a final review.

Jane Sutterley: Pointed out changes to site plan and height of building. Housing unit removed from lower level. Rear yard completely maintained. Entire lower level is all on grade. Grass and picnic tables would be an option. Walkway increased in width. Notch between buildings got bigger and both buildings became smaller. The elevation brings attention to the prominent façade. Enough surface parking to fit 18 foot parking spaces. Ms. Sutterley showed photos of other buildings in town and their window style and pattern.

Mr. Khavari opened the hearing for public comment. There was no public comment and the hearing was closed.

Commissioner Questions/Comments:

Mr. Bertaux: Final Comments: Appreciate work to reduce height at rear of building and provide bigger back yard. Concerned about future parking structure. The restoration of historic bakery building is still the jewel in this project. Fine with option B (windows) could go with either on south elevation. Since its all new construction, grouped windows are fine. Supports 9 positive points. Supports arched windows.

Mr. Allen: Can parking spaces be assigned now? Staff explained complication with assigning spaces now. Final Comments: Agrees with every one of Mr. Bertaux's final comments.

Ms. Girvin: Does a drawing exist of the historic building? (Staff presented photos of the historic building.) No opinion on 1. Prefers a simple look; the court house building across the street and the Exchange Building are very simple. Prefers equal distance between windows and no arches.

Mr. Khavari: Like how the building was brought back and lowered at rear. Yes on 1. #2, follow priority policy 48 in handbook and use equally spaced windows. Arched windows are fine, more relaxed. Ok with positive 9 points.

3. Buffalo Crossing (MGT) PC#2008052; 209-211 North Main Street

Mr. Thompson presented a proposal to add solar panels to the previously approved residential structure, and install an exterior sunken areaway to provide access to the basement housing unit under the approved residential building, and also provide access to a new proposed basement under the existing 360 square foot historic shed. A recommendation for local landmarking is also sought with this proposal. A change of use to coffee shop is also proposed since previous approval recently expired.

Alice Santman (Agent): Bello project referenced. Solar panels will be 3 to 3 ½ inches off the roof. Honeycomb color which is really dark.

Staff recommended the application return for a final hearing.

Mr. Khavari opened the hearing for public comment. There was no public comment and the hearing was closed.

Commissioner Questions/Comments:

Mr. Allen: Final comments: Thinks positive points should be awarded for renewable energy if it is installed. Below grade, at areaway, siding should be historic and not in odds with priority policy. Ok with change of use and fine with both proposed idea. Parking ok and landmarking and buffers.

Mr. Bertaux: Stairway around sunken grade, will it have a railing detail? (Applicant pointed out yes, and showed where railing would be needed.) Agrees with Mr. Allen's final comments. Pointed out parking spaces: if a restaurant goes to retail, the town will not "buy them back", or refund any payments. (Applicant was OK with this.) Siding should be exposed panel; Landmarking ok and statue fine.

Ms. Girvin: What are we commenting on today? (Staff pointed out: Are solar panels ok? Landmarking of cabin? Addition of statue for public art? Exterior access vs. Policy 192 policy? Siding on below grade? Sought clarification regarding employee housing and storage access. Applicant explained access

points and pointed out there would be storage under the cabin.) Where are the employee housing windows? (Applicant pointed out window locations.) Employee unit under garage is not dignified. Solar is ok only if actually installed. Local Landmarking of cabin is fine. Concrete foundation covered by river rock may be an option; something to improve the concrete should be done. Thinks statue is generic and could be better. Heated drive should not be allowed in the town; does not agree with them. (The applicant sought clarification on heated concrete and what she meant on comment.) Ms. Girvin explained a philosophical concern with heating driveways.

Mr. Khavari: Confused about lower level employee housing. Agrees with Mr. Allen's final comments.

WORKSESSIONS:

1. Silverthorne House, 300 North Main Street (JS)

Chris Neubecker presented the staff report on behalf of Ms. Skurski: The primary questions are whether it is acceptable to move the main building forward 20 feet, move shed to the rear of the house, rotate the shed 90 degrees, and remove the existing trees in the front yard. Existing trees in poor health according to Mr. Herwehe's letter.

Dave Hartman, applicant, explained that after several unsuccessful hearings at the Planning Commission, he would like to start over on the design of the site. To do this, he is requesting that the Commission weigh in on the issues presented by staff. By moving the structures, there would be the reestablishment of the front yard with the removal of the curb cut off of Main Street and removal of driveway. The buildings would have foundations installed and be restored to last another 100 years. Mr. Hartman also explained his opinion that Section 6 of the Handbook of Design Standards on relocating structures does not apply to buildings being relocated elsewhere on site, but only to structures being relocated to a different lot and therefore, should not be applicable in this case.

Ms. Girvin: Open to buildings being moved as long as it enhances the historic nature of the house with new landscaping indicative of the historic time period. Also, the future development should be complimentary to the house and its historic nature. Disagrees and questions Rick Herwehe's credibility if according to his letter, the tree in front is a narrow leaf cottonwood. It is a balsam poplar (Balsam of Gilead). Suggested a landscaping plan that encourages the balsam poplar trees that were planted in historic Breckenridge. The Town is losing the species of trees that people planted in the past and replacing them with aspen, which do not look good in a landscape plan. Presented info from the forest service regarding the balsam trees for the applicant. Gaining landscaping area in the front yard is beneficial.

Mr. Allen: Agrees with Ms. Girvin and supports moving of the house and shed but points out that negative points will be assigned when the application comes forward.

Mr. Bertaux: Agrees with Ms. Girvin that it is not a cottonwood tree but a balsam poplar. Supports buildings being moved if the other remaining healthy balsam tree in the front yard that is proposed to remain is properly cared for. Likes the relocation of the barn and encourages the applicant to make it an affordable unit in the future plan. Likes the metal fence which is in the front yard and would suggest carrying it along the southern property line to address issues with Edleweiss Condos that the applicant previously mentioned. Supports the efforts to restore this important building. Would prefer to see the building restored in its original location.

Mr. Khavari: Open for moving the structures as long as everything fits in the rest of the plan which is forthcoming and if a great job on the restoration occurs. Benefits of restoration efforts justifies moving the structure. Problems before were too much program on the back side of the lot and must watch that with moving forward on design. This is a work session item and if the future back lot development does not fit, caution the applicant that general relocation approval may change.

2. Landscaping Policy (JC)

Ms. Cram presented changes to the Policy 22 – Landscaping since the February 19th and March 4th Worksessions.

Questions: Should defensible space be an absolute or relative policy? Should a holistic approach with regard to forest health and species diversity be considered in order to receive positive points? Should the point multiplier be reduced to +2, +4, +6?

Mr. Allen: Smaller lots within the conservation district need special consideration. Eight points should be an option for larger lots outside of the conservation district, strongly in favor of keeping 8 points as an option. 2 points should be an option as well. Forest Health and species diversity should be encouraged. If defensible space is an absolute outside of the conservation district, need to have variance process for narrow lots.

Ms. Girvin: Like taking a more holistic look at landscaping. Keep in mind shrubs and native plantings of wildflowers replacing critical links in the chain of life. Regarding water features, “excessive” needs to be defined.

Mr. Bertaux: Argument to be made to go to +2, 4, and 6, if folks think landscaping points are being given away. Perhaps forest management and landscaping should be separate, or more verbiage is needed to clarify how points will be awarded. Defensible space should be an absolute policy.

Mr Khavari: If you really want forest management, make it absolute policy. Two points would be fine because sometimes +4 points is too much, especially in the conservation district, where +2 points would be more appropriate. Think +2, +4, and +6 is good, worried a little bit about + 8, may really allow for bad design to pass such as excessive stucco, wood burning devices, etc. More verbiage with examples may help.

3. Sutterly-Kilgore Remodel: Mr. Thompson presented a request to make modifications to the Sutterley residence, including a change to the siding of the front building (by exposing the logs), changing roof material at the front building to metal roof with a cut shake roof on the middle section to reduce snow shedding. Applicant also requested removing a few inches of shed at rear of property, so that building can meet setback requirement of building code. Material would be removed where shed connects to garage. Staff would process changes as Class D if OK with Commission.

Janet Sutterley: Bevel lap siding was clarified. Discussed excessive size of shed and how 3-5 inches would be shaved off.

Mr. Khavari: Sought clarification on how old the siding was. (We think it is from 1952).

Mr. Allen: Think the log is cool and would encourage its use.

Ms. Girvin: Would like to see siding stay on the house. No problem with 3-5 inches shaved from the shed. (Mr. Grosshuesch pointed out that the siding is not historic if from 1952.)

Entire Commission OK with applicant using class D process for modifications.

TOWN COUNCIL REPORT:

There was not a representative present from the Town Council; therefore, there was no Town Council report.

OTHER MATTERS:

Mr. Neubecker discussed Council’s wish to draft an ordinance to replace the Council member serving on the commission with a citizen. Would likely be done as two readings, and would have a new Commissioner by July 1st.

ADJOURNMENT:

The meeting was adjourned at 11:01p.m.

Mike Khavari, Chair

MEMO

TO: Mayor & Town Council
FROM: Tim Gagen
DATE: 5/22/2008
RE: Committee Reports

BEDAC **Julia Skurski** **May 8**
BEDAC continued discussion on economic issues related to the Gondola Lot Conceptual Master Plans including the preferred plan, hotel use, people mover, train, and commercial uses. The discussion will be continued at the June 12th BEDAC meeting.

Other Meetings

CML	Tim Gagen	No Meeting
Wildfire Council	Peter Grosshuesch	No Meeting
Summit Leadership Forum	Tim Gagen	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
LLA	MJ Loufek	No Meeting
Summit Stage	James Phelps	No Meeting

INTEROFFICE MEMORANDUM

TO: TIM GAGEN, TOWN MANAGER
FROM: FINANCE DEPARTMENT
SUBJECT: APRIL FINANCIAL STATUS REPORT
DATE: 5/13/2008

This report summarizes the financial condition of the Town of Breckenridge for the period January 1, 2008 – April 30, 2008 (33.33% 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 slightly higher than 2007 due to overall program, ticket, and admission fees. Property Tax revenues are higher than 2007 due to property valuations, mill levy increases, and earlier collections by the County due to tax collection notices going out earlier than the preceding year. Investment Income for 2008 is higher than 2007 due to the timing of maturities. Miscellaneous Income is slightly lower than 2007 primarily due to the timing of rental income. Charges for Services are higher than 2007 primarily due to Plan Check Fees for a large developer and Parking Revenue. Licenses and Permits are lower than 2007 due primarily to building permits. 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 25%.

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 the eight and one-half percent rate increase for Water Rents, PIF, and Investment Income.

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 to sales tax, accommodations tax, timing of collections of business licenses and transfers from the Excise Tax Fund which is 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 investment income and the timing of recording labor reimbursement from the Nordic Center.

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 higher than 2007 due to sales and accommodations taxes, however RETT is down from last year at this time. 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 higher than 2007 primarily due to 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 events expenditures, personnel costs, and legal services. 2008 Community Development expenditures are higher than 2007 due to personnel costs. Parking and Transit expenditures are higher than 2007 primarily due to garage fund allocations and personnel costs. 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. 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: 2007 expenditures are higher than 2008 primarily due to timing of the debt service payment.

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, and support & 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 budgeted for in this fund.

The All Funds Summary and the All Funds Net of Inter-Fund Transfers Summary report 2008 YTD revenues approximately 11% and 14% higher than 2007 respectively. The current YTD expenditures are approximately 25% higher than 2007 for All Funds Summary and approximately 38% 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: APR-08

	Prior Year			Actual/Actual Pct Variance	Current Year					33.33% of FY
	YTD Actual	YE Total	Pct of YE Rec'd/Spent		YTD Actual	YTD Budget	Actual/Budget Pct Variance	Annual Budget	Pct of Budget Rec'd/Spent	
General Fund	7,717,319	23,337,879	33.07%	8.28%	8,356,580	8,021,427	104.18%	23,589,654	35.42%	
Water Fund	821,605	4,287,025	19.16%	13.37%	931,479	923,187	100.90%	3,424,679	27.20%	
Capital Fund	1,700,445	13,610,108	12.49%	-28.28%	1,219,498	952,017	128.10%	2,871,000	42.48%	
Marketing Fund	487,632	1,343,453	36.30%	21.81%	593,981	574,115	103.46%	1,457,295	40.76%	
Golf Fund	161,130	2,663,738	6.05%	-23.85%	122,696	677,618	18.11%	2,541,855	4.83%	
Excise Tax Fund	7,178,771	21,783,177	32.96%	0.62%	7,223,106	8,125,917	88.89%	21,570,493	33.49%	
Affordable Housing Fund	189,946	1,349,329	14.08%	434.32%	1,014,923	364,923	278.12%	3,506,041	28.95%	
Open Space Fund	849,967	2,226,421	38.18%	6.63%	906,350	918,850	98.64%	1,969,000	46.03%	
Conservation Trust Fund	7,781	35,043	22.21%	9.47%	8,519	6,813	125.03%	30,600	27.84%	
Garage Services Fund	594,889	1,787,168	33.29%	16.03%	690,241	678,501	101.73%	2,035,504	33.91%	
Information Services Fund	294,405	883,215	33.33%	8.45%	319,291	319,291	100.00%	957,874	33.33%	
Facilities Maintenance Fund	143,469	430,408	33.33%	0.00%	143,470	143,470	100.00%	430,410	33.33%	
Special Projects Fund	0	0	n/m	n/m	756,333	756,333	100.00%	2,269,000	33.33%	
TOTAL REVENUE	20,147,361	73,736,962	27.32%	10.62%	22,286,468	22,462,463	99.22%	66,653,405	33.44%	
General Fund	8,804,915	23,335,090	37.73%	-26.40%	6,480,447	7,135,200	90.82%	23,752,046	27.28%	
Water Fund	666,400	2,395,438	27.82%	8.49%	722,982	1,643,006	44.00%	5,545,139	13.04%	
Capital Fund	332,680	6,214,703	5.35%	603.83%	2,341,514	937,000	249.89%	2,811,000	83.30%	
Marketing Fund	466,390	1,293,224	36.06%	33.59%	623,053	623,505	99.93%	1,689,514	36.88%	
Golf Fund	342,660	2,188,889	15.65%	-7.48%	317,017	412,449	76.86%	2,446,018	12.96%	
Excise Tax Fund	6,081,007	23,882,767	25.46%	16.18%	7,064,841	7,065,007	100.00%	21,492,810	32.87%	
Affordable Housing Fund	1,467	1,124,585	0.13%	n/m	1,619,110	1,030,847	157.07%	3,260,608	49.66%	
Open Space Fund	488,850	2,387,617	20.47%	58.13%	773,020	621,504	124.38%	2,109,027	36.65%	
Conservation Trust Fund	10,000	30,000	33.33%	50.00%	15,000	15,000	100.00%	45,000	33.33%	
Garage Services Fund - Ops	336,856	1,131,051	29.78%	50.19%	505,919	412,266	122.72%	1,390,193	36.39%	
Garage Services Fund - Capital	57,030	494,475	11.53%	1773.28%	1,068,321	81,454	1311.56%	747,440	142.93%	
Information Services Fund	200,089	859,713	23.27%	55.66%	311,456	199,503	156.12%	1,015,757	30.66%	
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	363,704	756,095	48.10%	2,268,286	16.03%	
TOTAL EXPENDITURES	17,788,344	65,358,240	27.22%	24.84%	22,206,383	20,932,835	106.08%	68,709,560	32.32%	



Town of Breckenridge

All Funds Net of Inter-Fund Transfers

Current Year to Prior Year Comparison

YTD Ending: APR-08

	Prior Year			Actual/Actual Pct Variance	Current Year			33.33% of FY	
	YTD Actual	YE Total	Pct of YE Rec'd/Spent		YTD Actual	YTD Budget	Actual/Budget Pct Variance	Annual Budget	Pct of Budget Rec'd/Spent
General Fund	3,039,929	9,305,707	32.67%	24.93%	3,797,865	3,462,712	109.68%	9,913,509	38.31%
Water Fund	821,605	4,287,025	19.16%	13.37%	931,479	923,187	100.90%	3,424,679	27.20%
Capital Fund	479,278	5,221,643	9.18%	-23.67%	365,832	98,350	371.97%	310,000	118.01%
Marketing Fund	444,299	1,213,453	36.61%	11.18%	493,981	474,115	104.19%	1,157,295	42.68%
Golf Fund	77,797	2,413,738	3.22%	-49.40%	39,363	594,284	6.62%	2,291,855	1.72%
Excise Tax Fund	7,178,771	21,783,177	32.96%	0.62%	7,223,106	8,125,917	88.89%	21,570,493	33.49%
Affordable Housing Fund	66,952	362,906	18.45%	239.71%	227,443	70,358	323.26%	1,143,600	19.89%
Open Space Fund	849,967	2,226,421	38.18%	6.63%	906,350	918,850	98.64%	1,969,000	46.03%
Conservation Trust Fund	7,781	35,043	22.21%	9.47%	8,519	6,813	125.03%	30,600	27.84%
Garage Services Fund	0	2,500	0.00%	n/m	12,740	1,000	1273.98%	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	756,333	756,333	100.00%	2,269,000	33.33%
TOTAL REVENUE	12,966,380	46,851,611	27.68%	13.86%	14,763,010	15,431,920	95.67%	44,083,031	33.49%
General Fund	7,900,239	20,616,797	38.32%	-30.84%	5,463,755	6,119,393	89.29%	20,701,979	26.39%
Water Fund	509,924	1,926,009	26.48%	11.85%	570,346	1,490,369	38.27%	5,087,229	11.21%
Capital Fund	332,680	6,214,703	5.35%	603.83%	2,341,514	937,000	249.89%	2,811,000	83.30%
Marketing Fund	466,390	1,293,224	36.06%	33.59%	623,053	623,505	99.93%	1,689,514	36.88%
Golf Fund	316,693	2,110,987	15.00%	-8.94%	288,374	383,807	75.14%	2,360,091	12.22%
Excise Tax Fund	0	297,338	0.00%	n/m	756,333	756,500	99.98%	2,567,288	29.46%
Affordable Housing Fund	1,467	1,124,585	0.13%	110276.32%	1,619,110	1,030,847	157.07%	3,260,608	49.66%
Open Space Fund	487,131	2,382,459	20.45%	58.30%	771,121	619,605	124.45%	2,103,330	36.66%
Conservation Trust Fund	0	0	n/m	n/m	0	0	n/m	0	n/m
Garage Services Fund - Ops	336,856	1,131,051	29.78%	50.19%	505,919	412,266	122.72%	1,390,193	36.39%
Garage Services Fund - Capital	57,030	494,475	11.53%	1773.28%	1,068,321	81,454	1311.56%	747,440	142.93%
Information Services Fund	198,954	856,307	23.23%	56.51%	311,376	199,422	156.14%	1,015,515	30.66%
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	363,704	756,095	48.10%	2,268,286	16.03%
TOTAL EXPENDITURES	10,607,363	38,468,623	27.57%	38.42%	14,682,925	13,410,262	109.49%	46,139,195	31.82%



Town of Breckenridge

Excise Tax Fund

Current Year to Prior Year Comparison

YTD Ending: APR-08

	<u>Prior Year</u>			<u>Actual/Actual Pct Variance</u>	<u>Current Year</u>			33.33% of FY	
	<u>YTD Actual</u>	<u>YE Total</u>	<u>Pct of YE Rec'd/Spent</u>		<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Actual/Budget Pct Variance</u>	<u>Annual Budget</u>	<u>Pct of Budget Rec'd/Spent</u>
Sales Tax	4,317,224	13,040,545	33.11%	6.87%	4,613,969	5,102,924	90.42%	12,955,270	35.61%
Accomodations Taxes	971,260	1,803,464	53.86%	9.95%	1,067,911	1,104,966	96.65%	1,713,223	62.33%
RETT	1,532,394	5,675,235	27.00%	-19.46%	1,234,222	1,539,081	80.19%	5,700,000	21.65%
Miscellaneous Taxes	155,371	602,106	25.80%	12.85%	175,329	177,987	98.51%	602,000	29.12%
Investment Income	202,523	661,827	30.60%	-34.98%	131,675	200,959	65.52%	600,000	21.95%
TOTAL REVENUE	7,178,771	21,783,177	32.96%	0.62%	7,223,106	8,125,917	88.89%	21,570,493	33.49%
Transfers	6,081,007	23,585,429	25.78%	16.18%	7,064,841	7,064,841	100.00%	21,194,522	33.33%
Debt Service	0	297,338	0.00%	n/m	0	167	0.00%	298,288	0.00%
TOTAL EXPENDITURES	6,081,007	23,882,767	25.46%	16.18%	7,064,841	7,065,007	100.00%	21,492,810	32.87%
YTD EXCESS/(DEFICIT)	1,097,764	(2,099,590)			158,266	1,060,910		77,683	
Jan. 1 2008 Fund Balance					10,008,355				
Reserved for Debt Service					(900,000)				
UNAUDITED BALANCE					9,266,621				



Town of Breckenridge

General Fund

Current Year to Prior Year Comparison

YTD Ending: APR-08

	<u>Prior Year</u>			<u>Actual/Actual</u> <u>Pct Variance</u>	<u>Current Year</u>			33.33% of FY	
	<u>YTD</u> <u>Actual</u>	<u>YE</u> <u>Total</u>	<u>Pct of YE</u> <u>Rec'd/Spent</u>		<u>YTD</u> <u>Actual</u>	<u>YTD</u> <u>Budget</u>	<u>Actual/Budget</u> <u>Pct Variance</u>	<u>Annual</u> <u>Budget</u>	<u>Pct of Budget</u> <u>Rec'd/Spent</u>
REVENUES									
Recreation Fees	923,406	2,618,575	35.26%	5.64%	975,464	944,033	103.33%	2,592,701	37.62%
Property Tax	802,072	2,187,999	36.66%	58.21%	1,268,980	1,244,165	101.99%	3,359,675	37.77%
Investment Income	207,062	722,558	28.66%	20.03%	248,532	223,842	111.03%	630,000	39.45%
Miscellaneous Income	118,701	232,213	51.12%	-11.10%	105,523	66,059	159.74%	169,900	62.11%
Charges For Services	436,816	1,351,509	32.32%	51.58%	662,133	429,552	154.15%	1,077,450	61.45%
Licenses and Permits	177,735	1,144,615	15.53%	-20.72%	140,915	134,271	104.95%	842,150	16.73%
Intergovernmental	278,944	747,414	37.32%	4.11%	290,409	329,288	88.19%	982,933	29.55%
Fines/Forfeitures	95,193	300,824	31.64%	11.26%	105,908	91,503	115.74%	258,700	40.94%
Transfers In	4,677,391	14,032,172	33.33%	-2.54%	4,558,715	4,558,715	100.00%	13,676,145	33.33%
Revenues	7,717,319	23,337,879	33.07%	8.28%	8,356,580	8,021,427	104.18%	23,589,654	35.42%
EXPENDITURES									
General Government	505,780	1,834,152	27.58%	22.80%	621,102	783,700	79.25%	2,480,385	25.04%
Community Development	435,584	1,547,465	28.15%	10.67%	482,074	650,553	74.10%	1,919,988	25.11%
Engineering	136,843	446,638	30.64%	-1.59%	134,665	166,124	81.06%	512,760	26.26%
Finance	330,498	1,115,678	29.62%	-3.61%	318,560	371,807	85.68%	1,294,176	24.61%
Parking and Transit	640,621	2,060,580	31.09%	36.36%	873,521	964,545	90.56%	2,833,036	30.83%
Police	855,374	2,880,511	29.70%	11.19%	951,086	1,079,926	88.07%	3,593,689	26.47%
Public Works	1,297,381	5,042,458	25.73%	5.96%	1,374,721	1,541,236	89.20%	5,378,626	25.56%
Recreation	1,260,797	4,330,351	29.12%	10.63%	1,394,817	1,484,305	93.97%	5,048,781	27.63%
Miscellaneous	3,289,343	3,529,234	93.20%	-90.29%	319,500	48,667	656.51%	146,000	218.84%
Debt Service	52,695	545,252	9.66%	-80.26%	10,400	44,337	23.46%	544,606	1.91%
Transfers Out	0	0	n/m	n/m	0	0	n/m	0	n/m
Expenditures	8,804,915	23,332,318	37.74%	-26.40%	6,480,447	7,135,200	90.82%	23,752,046	27.28%
Rev Over(Under) Exp	(1,087,596)	5,560			1,876,133	886,227		(162,392)	
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					5,646,309				

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	% of Budget	Actual	% Change from 2007	% of Budget
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%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
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	% of Budget	Actual	% Change from 2007	% of 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%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
MAY	\$ 20,872	\$ 1,113,703	61.8%	\$ 19,827	\$ 1,057,976	61.8%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
JUN	\$ 63,384	\$ 1,177,086	65.3%	\$ 60,212	\$ 1,118,188	65.3%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
JUL	\$ 98,186	\$ 1,275,272	70.7%	\$ 93,273	\$ 1,211,461	70.7%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
AUG	\$ 82,172	\$ 1,357,445	75.3%	\$ 78,060	\$ 1,289,522	75.3%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
SEP	\$ 61,629	\$ 1,419,073	78.7%	\$ 58,545	\$ 1,348,067	78.7%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
OCT	\$ 30,799	\$ 1,449,873	80.4%	\$ 29,258	\$ 1,377,325	80.4%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
NOV	\$ 56,042	\$ 1,505,915	83.5%	\$ 53,238	\$ 1,430,563	83.5%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
DEC	\$ 297,549	\$ 1,803,464	100.0%	\$ 282,660	\$ 1,713,223	100.0%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%

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	% of Budget	Actual	% Change from 2007	% 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%	\$ 207,067	-61.2%	38.6%	\$ 1,441,288	-30.2%	25.3%
JUN	\$ 522,999	\$ 2,589,073	45.6%	\$ 525,282	\$ 2,600,371	45.6%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
JUL	\$ 343,610	\$ 2,932,683	51.7%	\$ 345,109	\$ 2,945,481	51.7%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
AUG	\$ 594,349	\$ 3,527,032	62.1%	\$ 596,942	\$ 3,542,423	62.1%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
SEP	\$ 711,996	\$ 4,239,028	74.7%	\$ 715,103	\$ 4,257,526	74.7%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
OCT	\$ 392,752	\$ 4,631,779	81.6%	\$ 394,466	\$ 4,651,991	81.6%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
NOV	\$ 459,147	\$ 5,090,926	89.7%	\$ 461,150	\$ 5,113,142	89.7%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
DEC	\$ 584,308	\$ 5,675,235	100.0%	\$ 586,858	\$ 5,700,000	100.0%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%

EFFECTIVE MAY 20, 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	% of Budget	Actual	% Change from 2007	% of Budget
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%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
MAY	\$ 10,950	\$ 151,853	0.0%	\$ 8,695	\$ 142,746	3.0%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
JUN	\$ 15,741	\$ 167,594	0.0%	\$ 15,281	\$ 158,027	5.4%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
JUL	\$ 26,125	\$ 193,719	0.0%	\$ 21,320	\$ 179,346	7.5%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
AUG	\$ 24,494	\$ 218,214	0.0%	\$ 18,738	\$ 198,085	6.6%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
SEP	\$ 13,502	\$ 231,715	0.0%	\$ 17,420	\$ 215,504	6.1%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
OCT	\$ 13,274	\$ 244,990	0.0%	\$ 11,580	\$ 227,085	4.1%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
NOV	\$ 17,712	\$ 262,701	0.0%	\$ 15,358	\$ 242,443	5.4%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%
DEC	\$ 52,398	\$ 315,099	0.0%	\$ 43,157	\$ 285,600	15.1%	\$ -	0.0%	0.0%	\$ -	0.0%	0.0%

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.

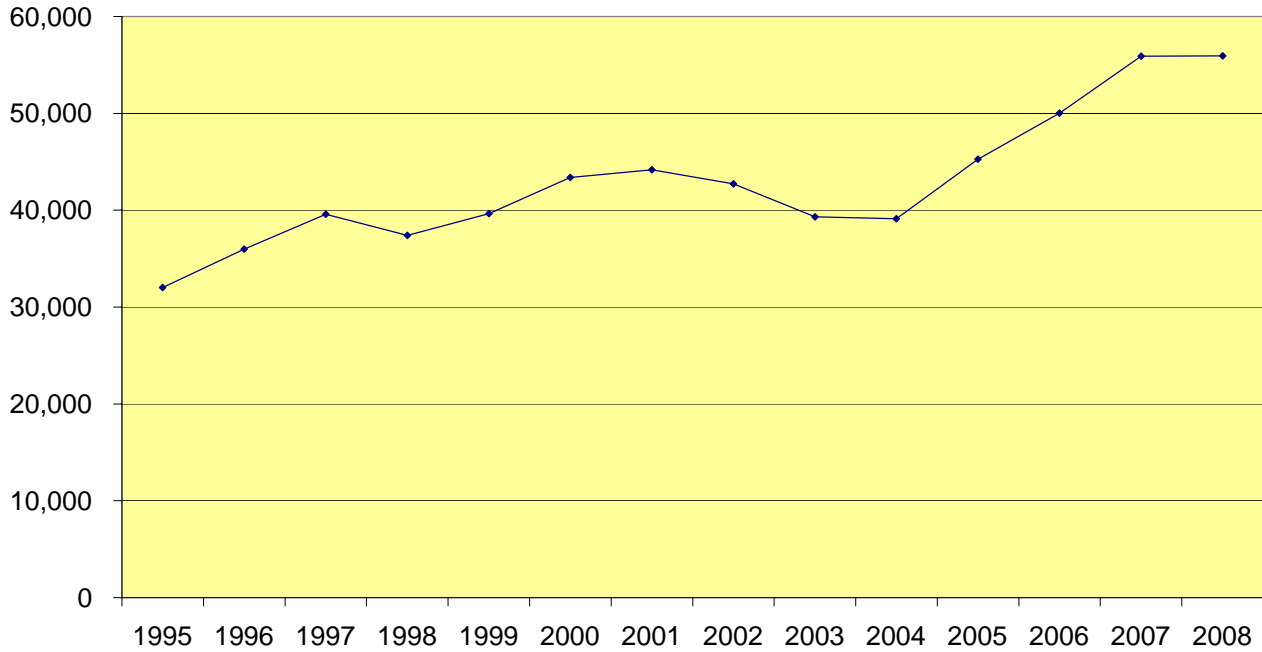
**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(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	45,758	4.3%	43,866	45,758	4.3%	
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	46,902	8.7%	87,032	92,660	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	55,938	0.0%	142,947	148,598	4.0%	
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	0	-100.0%	166,391	148,598	-10.7%	
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	148,598	-16.7%	
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	148,598	-25.2%	
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	148,598	-33.8%	
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	148,598	-40.1%	
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	148,598	-44.6%	
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	14,542	0	-100.0%	282,916	148,598	-47.5%	
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	18,156	0	-100.0%	301,072	148,598	-50.6%	
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%	351,275	148,598	-57.7%	

TAXABLE SALES - MARCH



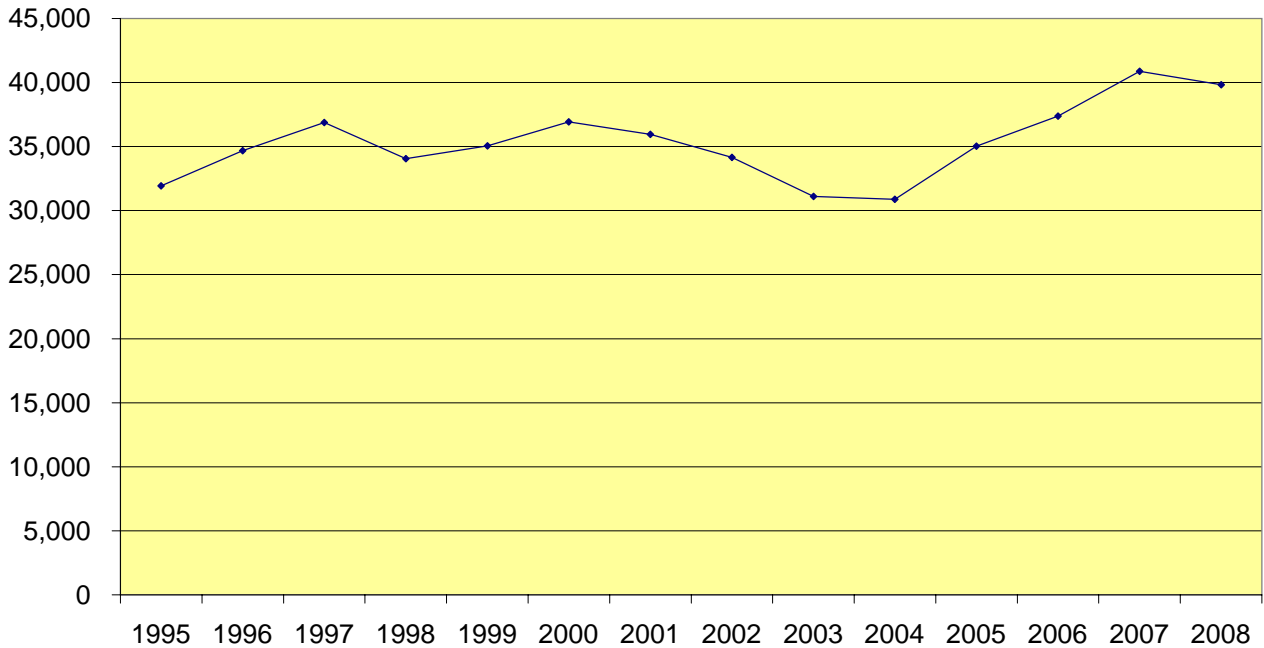
**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(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	32,582	1.6%	32,076	32,582	1.6%
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	33,395	5.8%	63,636	65,977	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	39,826	-2.6%	104,520	105,803	1.2%
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	0	-100.0%	121,660	105,803	-13.0%
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	105,803	-18.9%
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	105,803	-27.1%
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	105,803	-35.5%
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	105,803	-41.7%
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	105,803	-46.1%
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	10,632	0	-100.0%	206,856	105,803	-48.9%
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	13,274	0	-100.0%	220,130	105,803	-51.9%
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%	256,839	105,803	-58.8%

TAXABLE SALES - MARCH



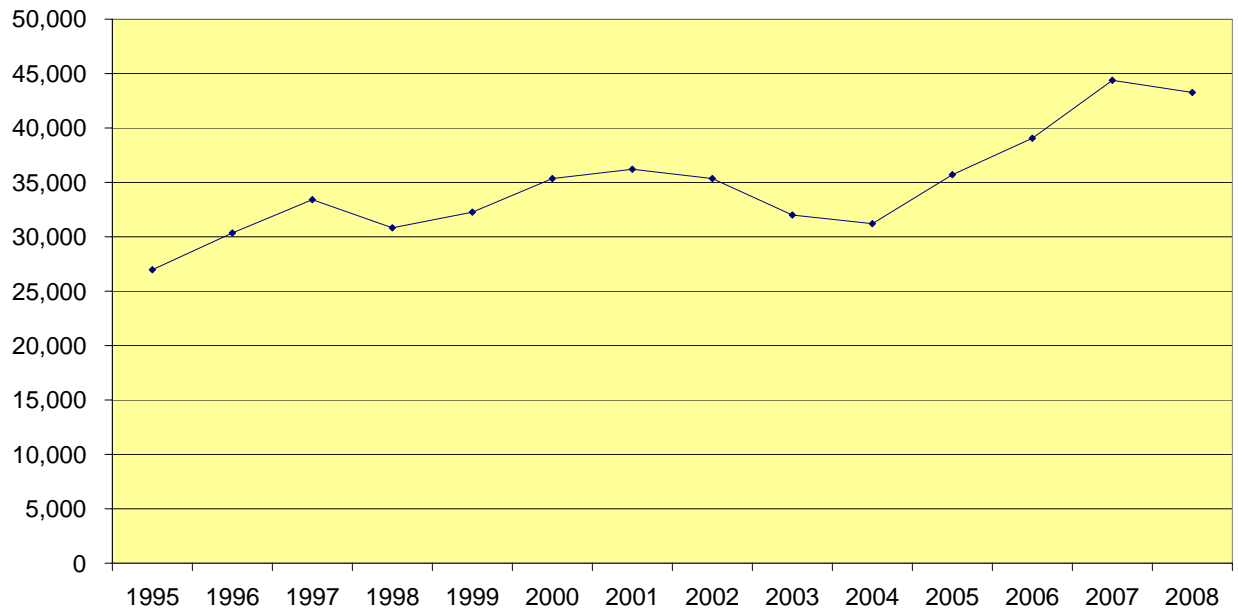
**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(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	34,349	6.5%	32,250	34,349	6.5%
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	35,532	7.6%	65,272	69,881	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	43,256	-2.6%	109,662	113,137	3.2%
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	0	-100.0%	125,679	113,137	-10.0%
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	113,137	-13.5%
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	113,137	-20.9%
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	113,137	-29.5%
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	113,137	-35.6%
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	113,137	-39.8%
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	6,906	0	-100.0%	194,910	113,137	-42.0%
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	10,612	0	-100.0%	205,522	113,137	-45.0%
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%	240,729	113,137	-53.0%

TAXABLE SALES - MARCH



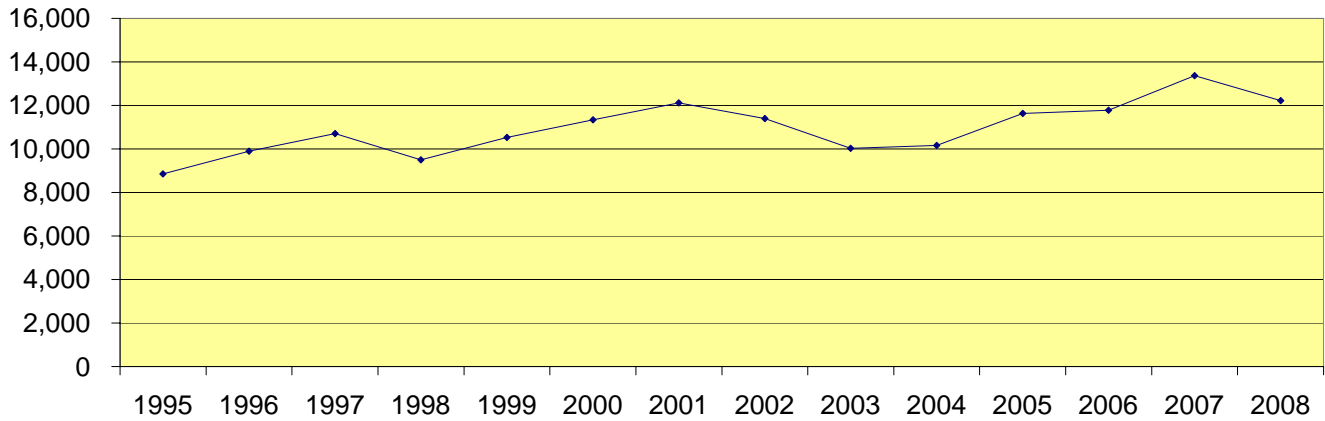
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Retail Sales

	Month To Date															Monthly % CHG	Actual 2007	Actual 2008	YTD % CHG
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual				
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008					
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	9,786	1.3%	9,665	9,786	1.3%	
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	9,871	2.7%	19,272	19,657	2.0%	
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	12,218	-8.6%	32,645	31,875	-2.4%	
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	0	-100.0%	37,926	31,875	-16.0%	
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	31,875	-20.5%	
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	31,875	-28.7%	
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	31,875	-37.3%	
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	31,875	-43.0%	
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	31,875	-47.5%	
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	2,856	0	-100.0%	63,602	31,875	-49.9%	
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	4,259	0	-100.0%	67,861	31,875	-53.0%	
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%	79,844	31,875	-60.1%	

Taxable Retail Sales - MARCH



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

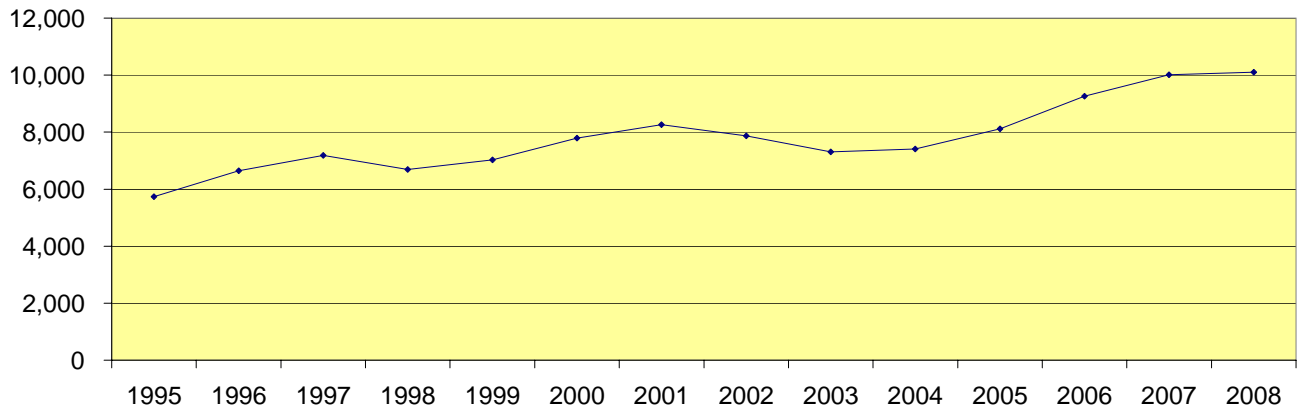
(in Thousands of Dollars)

Restaurants/Bars

Month To Date

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Monthly % CHG	Actual 2007	Actual 2008	YTD % CHG
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008				
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	9,050	7.6%	8,414	9,050	7.6%
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	18,159	7.6%
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	28,265	5.1%
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	0	-100.0%	31,572	28,265	-10.5%
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	28,265	-16.0%
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	28,265	-25.6%
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	28,265	-36.1%
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	28,265	-43.6%
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	28,265	-48.3%
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	28,265	-50.6%
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	28,265	-53.5%
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	28,265	-58.9%

Taxable Restaurant Sales - MARCH



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

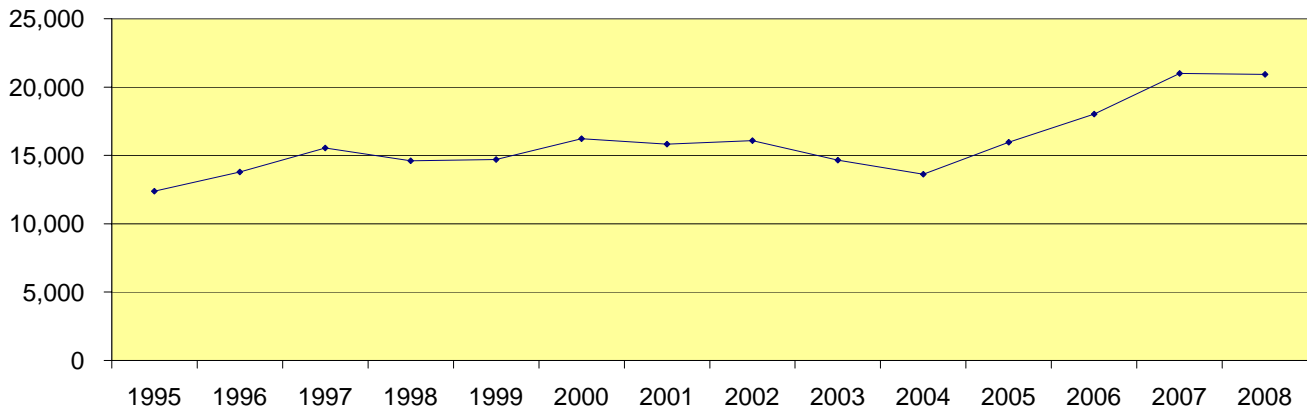
(In Thousands of Dollars)

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	20,932	-0.3%	50,121	52,997	5.7%
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	0	-100.0%	56,181	52,997	-5.7%
May	479	575	538	616	626	739	599	806	897	800	711	957	923	0	-100.0%	57,104	52,997	-7.2%
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	52,997	-12.2%
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	52,997	-19.0%
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	52,997	-23.8%
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	52,997	-26.9%
October	709	890	994	893	928	926	1,092	882	750	859	1,130	1,305	1,504	0	-100.0%	74,042	52,997	-28.4%
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	52,997	-31.0%
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	52,997	-42.4%

Taxable Short-Term Lodging Sales - MARCH



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

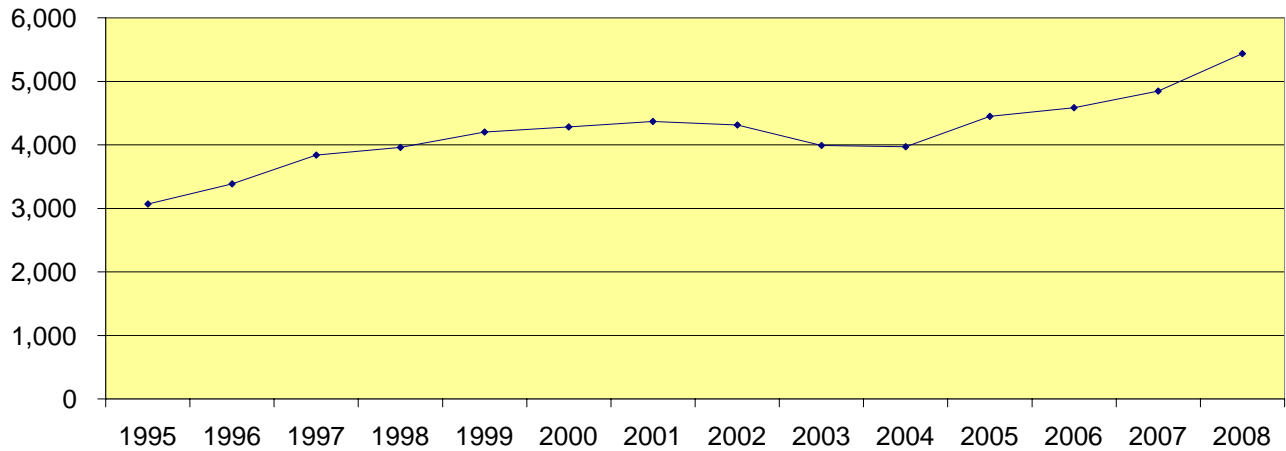
(in Thousands of Dollars)

Grocery/Liquor Stores

Month To Date

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Monthly % CHG	Actual	Actual	YTD % CHG
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008		2007	2008	
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	0	-100.0%	17,449	15,189	-13.0%
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	15,189	-22.6%
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	15,189	-32.3%
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	15,189	-42.3%
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	15,189	-49.6%
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	15,189	-54.0%
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	15,189	-57.2%
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	15,189	-60.1%
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	15,189	-67.1%

Taxable Grocery/Liquor Sales - MARCH



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**

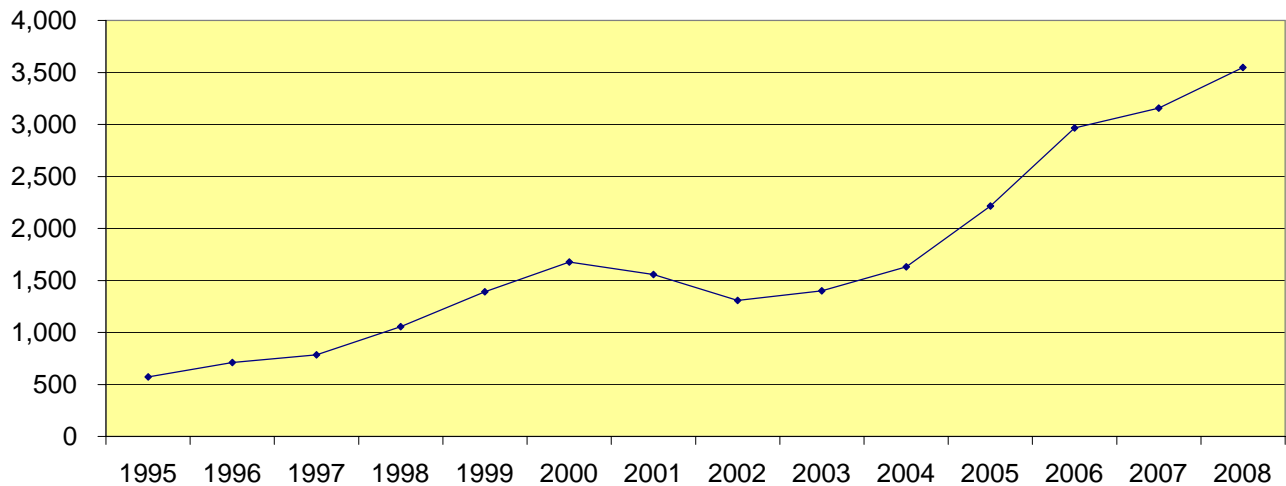
(in Thousands of Dollars)

Supplies

Month To Date

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Monthly % CHG	Actual 2007	Actual 2008	YTD % CHG
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008				
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	3,547	12.4%	8,491	8,850	4.2%
April	363	509	525	615	723	946	1,095	1,059	869	1,110	1,359	1,680	1,813	0	-100.0%	10,304	8,850	-14.1%
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	8,850	-29.9%
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	8,850	-43.8%
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	8,850	-52.2%
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	8,850	-59.2%
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	8,850	-64.5%
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	8,850	-68.6%
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	8,850	-71.3%
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	8,850	-74.4%

Taxable Supplies Sales - MARCH



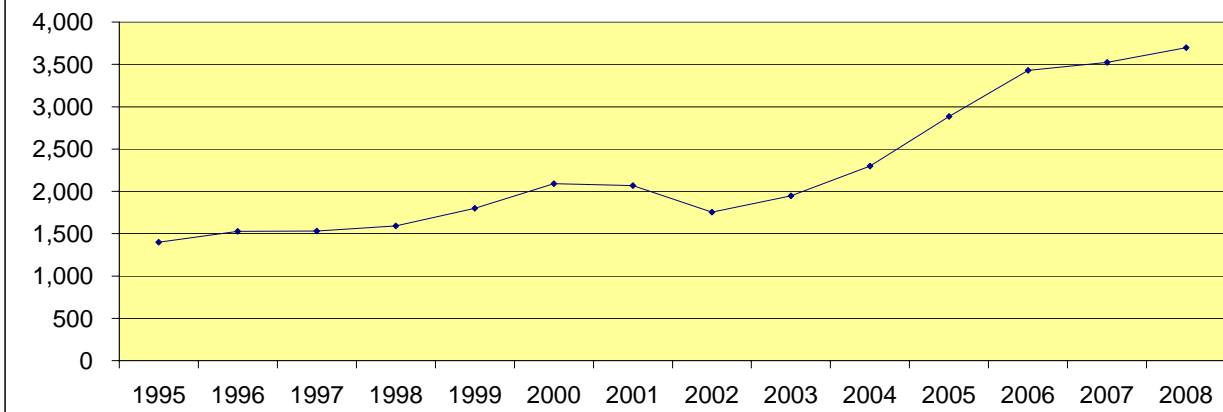
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Utilities

	Month To Date															Monthly % CHG	Actual 2007	Actual 2008	YTD % CHG
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual				
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008					
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	0	-100.0%	12,959	11,422	-11.9%	
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	11,422	-25.6%	
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	11,422	-34.4%	
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	11,422	-39.9%	
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	11,422	-44.6%	
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	11,422	-49.1%	
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	11,422	-53.0%	
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	11,422	-57.0%	
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	11,422	-61.7%	

Taxable Utility Sales - MARCH



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

Memorandum

To: Town Council
From: Open Space and Trails Staff
Re: Golden Horseshoe Nordic Trail Planning
Date: May 27, 2008

Introduction

Background

At its February 26, 2008 meeting, Council discussed a proposal regarding the expansion of the Gold Run Nordic Center (GRNC) into the Golden Horseshoe. At the time, staff outlined two potential actions for 2008 to facilitate the expansion of the groomed Nordic terrain. Those include:

- 1) Applying for a Ski Area Master Development Plan through the U.S. Forest Service (USFS), and
- 2) Constructing a 5 kilometer loop on the jointly owned Town/County open space parcel known as the Peabody Placer.

At its 2/26 meeting, Council directed staff to pursue the Ski Area Master Development Plan permitting with the USFS, and to strive to secure permission to continue grooming the Experimental Loop in the upcoming Nordic season(s).

Regarding the Peabody 5 km Nordic trail, staff provided Council with BOSAC feedback regarding the potential expenditure of open space funds for the proposed project. To review, staff originally received cost estimates for the project that ranged from \$200,000 to \$372,000. BOSAC expressed concern with the high cost figures and requested that staff solicit additional cost estimates, with a goal reducing construction costs to approximately \$150,000. Council reiterated BOSAC's concern with the original cost estimates and directed staff to secure new cost estimates to be reviewed by both BOSAC and Council.

Since the 2/26 Council meeting, staff has followed up on both of these directives and is now prepared update Council on the status of these projects.

USFS Permitting

Under guidance from the previous District Ranger, USFS staff originally recommended that the Town pursue a formal application for a Ski Area Master Development Plan. With the departure of the District Ranger, USFS staff recommendations have changed, due in part to the concern over encumbering a potential exchange parcel (the Western Bench) with trails and a permitted Nordic operation. Instead, USFS staff has suggested that the Town pursue a special use authorization for the Experimental Loop in lieu of a formal Master Development Plan for the entire Nordic plan outlined in the Golden Horseshoe travel management process. The remainder of the originally conceived Nordic expansion

routes would be memorialized in a Master Plan that the County, Town and USFS would review and comment upon, but would not formally approve.

Accordingly, staff has submitted a special use authorization application to the USFS to secure long term grooming and maintenance permission for the existing routes that comprise the Experimental Loop. (A short section of the Upper Flume Trail is also included in that permit application.) Staff had a follow up meeting with the interim District Ranger and USFS staff, and preliminary feedback indicates that the application has been deemed valid. Although a formal 20-year special use authorization may take a year or two to complete, USFS staff has offered to continue with the temporary or experimental approval until the formal application is accepted and reviewed. This will allow the Town to continue to groom the Experimental Loop while the formal special use permit application is pending.

Staff will continue working on the USFS permitting requirements for this aspect of the proposed Nordic expansion.

Peabody 5 km Construction

At Council's request, staff solicited updated bids from contractors for the proposed 5 km trail construction project. Webster & Donovan Excavating Inc. from Norwich, Vermont submitted a bid for \$74,730, with a 20% not-to-exceed contingency equaling a total of \$89,676. This bid includes tree clearing and excavation work, but not disposal or chipping of the tree material (a.k.a. the 'lop and scatter method'). This excavation company was recommended by trail design consultant John Morton, who has verified that Webster & Donovan understands the design goals and features planned into the alignment.

Staff submitted the bid to BOSAC via email for review. Following an email discussion, BOSAC recommended staff bring this topic and bid number to Council for consideration.

To initiate construction of the proposed 5 km trail in 2008, staff will need to work quickly to submit an application to Summit County Government for a conditional use permit for the construction and grooming operations. The Upper Blue Planning Commission is the review body for such decisions. As part of that evaluation, a detailed wetland delineation must be completed. Staff is working with Rocky Mountain Ecological Services, Inc. to complete that work when access and snowpack allows. With Council direction, staff will submit the conditional use permit application to Summit County Government once that information is available.

Next Steps

Staff seeks Council direction regarding the following questions:

- 1) Is Council comfortable with the updated bid amount of \$74,730, with a not-to-exceed figure of \$89,676? Should staff work to hire this excavator with a goal of completing this work in 2008?

- 2) Should staff contact additional contractors to determine costs for chipping, hauling or otherwise removing the timber generated by this project? Although such an effort would cost more in the short term, chipping the trees would provide a more consistent trail and grooming base, and would return organic matter to the soil. Any remaining timber could be offered as firewood or creatively disposed of to improve aesthetics along the trail.



MEMORANDUM

TO: Town Council

FROM: Glen Morgan, Chief Building Official

DATE: May 2008 for meeting of May 27, 2008

SUBJECT: Sustainable, (Green) Building Code

Summary of Summit Sustainable Building Code Program

A joint task force, the Efficient Building Code Advisory Group, has been meeting since the fall of 2005 to address the issue of developing a Green Building Code for jurisdictions in Summit County. The group is comprised of representatives from local building departments as well as architects, engineers, builders (including the Builders Association), the High Country Conservation Center, ski area representatives and other interested parties.

Initially the Efficient Building Codes Advisory Group determined that two principles would help guide their work:

1. The Green Building Code should be consistent throughout all of the County jurisdictions.
2. The code should address the unique climatic and market place conditions in Summit County, as opposed to adopting a generic national code or copying a neighboring town's code.

Given these priorities, the Efficient Building Codes Advisory Group has been working toward developing a code, which envisions that all homes in the future will be "equally green". In order to achieve this goal, the following Green Building Code components have been proposed for new residential development.

1. Mandatory requirements, including minimum insulation values for walls and ceilings, maximum heat loss values for windows, minimum efficiency ratings for boilers, etc. These mandatory requirements will at a minimum meet the state energy code requirements established this year by the state legislature.

2. Secondary requirements, addressing additional energy efficiencies, green building practices, and building size. The secondary requirements set minimum standards for renewable /engineered lumber used, day lighting in bathrooms/garages, space for recycling etc., which could only be varied from if other green measures are incorporated in the development. In addition, single-family homes larger than 3,000 square feet (and multi-family units larger than 1200 square feet) would be required to earn points by undertaking additional green building measures. Points would be required for each additional 50 square feet of living space; so larger homes would be required to incorporate more green measures.

3. Intensive Energy Use Amenity requirements. These amenities include hot tubs heated pools, heated drives and patios, out door gas fire pits and air conditioning. These types of amenities will need to be offset by additional green or energy efficient measures.

To summarize the Green Building Code approach, there will be minimum energy efficiency and green building requirements for all new residential construction. In addition, larger dwelling units with numerous energy-consuming amenities will need to include an array of energy efficient and green measures that will pay for or offset their size and amenities. The green building standards are not proposed to apply to commercial development.

Accompanying the code will be the “Summit Sustainable Building Resource Guide”. The resource guide has been prepared by the High Country Conservation Center in conjunction with the advisory group and will be the go to place, to find Energy Efficient / Green building techniques, materials or products that will offset the points required by the code. It is envisioned that the Resource Guide will continue to be maintained and updated by the High Country Conservation Center and that a Technical Panel will be responsible for determining points values for new products or practices and their inclusion in the Resource Guide. It is proposed that the technical panel be made up of Town and County Building Officials, a Colorado Licensed Designer (architect/ engineer) a Builders Association representative and a High Country Conservation Center representative.

Applicability of the Program

As drafted the Sustainable Building Code is applicable to all new residential occupancy construction, including attached and detached single family residences, additions, alterations, multi-family buildings and dwelling units associated with mixed use development. A builder may request approval to follow and comply with an alternative nationally recognized green building program such as LEED or Green Globes rather than this program. An evaluation of the program, and the level of compliance, i.e., gold, silver will be required prior to the Building Official approving a request to use a different program.

Almost all of the Green Building Programs adopted by other municipalities in Colorado address only single-family construction. The Advisory Group debated the inclusion or exclusion of multi family buildings for some time. As drafted the code addresses multi-family-buildings using the same design criteria as single-family buildings. However, the common areas (parking garages, lobbies, corridors, commercial spaces etc) have not been included as floor area that must be offset. These common areas will be required to meet the recently adopted Energy Code Standards. Amenities such as swimming pools, hot tubs, heated paved surfaces, air conditioning

and out door fire pits will be treated equally for single-family and multi-family projects by the Sustainable Code.

Follow-up on Previous council Questions

The Draft Code has been through a few changes since the October and February Council work sessions. Most of the changes involve clarifying methods of compliance and adjusting some values to meet the International Energy Code provisions. Additionally the Resource Guide and a submittal checklist have been completed.

Two main questions have been raised by Council in the past work sessions.

1. What do other jurisdictions do with monetary buyout option funds?
2. Should we look at restricting the number of gas fireplaces inside dwellings?

1. The draft code does not include a monetary buyout option. Some Green Codes do include this type of option. The Advisory Group debated this and resolved that a monetary buy out option would work against the aims and objectives of the code and could be seen as establishing an unfair disparity between different classes or groups of persons impacted by the code.

Aspen is the best example of a code that includes a monetary buy out. The Pitkin County and Aspen building codes require new homes to meet an energy “budget.” Homeowners who wish to consume additional energy have the option of installing a renewable energy system or paying a renewable energy mitigation fee instead. The funds collected from their fee are managed by the “Community Office for Resource Efficiency” (CORE), a local non-profit. The funds are dedicated to energy efficient and renewable energy projects in the Roaring Fork valley. To date \$8 million has been raised. Approximately \$1.5 million was raised in 2007.

2. It is not uncommon to see five plus interior gas fireplaces in new homes in Breckenridge. These fireplaces vary from sealed combustion decorative appliances in bedrooms / bathrooms to open gas log sets in living room areas. While these appliances do not serve as primary heat sources they do produce heat, which assists the primary system resulting in less demand from the zone in which the fireplace is located. In a new building, built to the proposed specifications of the Sustainable Code (good insulation good windows etc), the heat from fireplaces will not be excessively wasteful. A large concern in the Green Code movement is that second homes in particular consume a lot of energy while unoccupied, (heating, hot tubs drive way melt etc). Fireplaces in a home will only be used when the home is occupied. Having regard to the above, a restriction on the number of indoor gas fireplaces has not been included in the draft code.

Proposed Effective Date for Implementation

The Summit County Builders Association in a letter dated April 16, 2006 has supported the implementation of the code but have requested a “minimum one year test phase in period”. It is my understanding that a “test phase in period” as requested would mean that builders can choose to participate in the program but full compliance would not be mandatory during the phase in period. The builders concerns primarily relate to impacts on projects already in the works and the perceived need to work through potential kinks in this new code.

Development of the Sustainable Building Code has been a two and a half year project involving multi jurisdictional cooperation and a task force including local environmental groups, building designers, builders and members of the Summit County Home Builders Association. Council's support of the process and patience has allowed us to build a locally grown code from the ground up. On January 31st the draft code was presented to public forum co hosted by the Summit County Builders Association. Many questions were raised and a number of those have been addressed through changes in the code and the Resource Guide.

Given that Builders and designers will need time to become familiar with the working of the code and that plans already approved by Planning Commission or in the design pipe line may need to be revised to comply with the new code, a delayed effective date may be appropriate. The following options may address this concern.

1. The code being adopted with wording that would exclude developments that have received development consent (e.g., Planning Commission approval) but have not applied for a building permit prior to the effective date.
2. The code being adopted with a delayed effective date, October 1st 2008 for instance. This would give designers time to become familiar with the code and incorporate its provisions into the design of future projects.
3. A combination of both of the above. This would protect projects with development consents (which are valid for 18 months) prior to a delayed effective date from having to comply.

Staff would appreciate Council's thoughts on any of the issues outlined in this memo. In particular:

1. Do the efforts of the Efficient Building Code Advisory Group seem to target towards the correct issues?
2. What approach would Council like to take with regard to the effective date?

Attached are copies of the draft ordinance, and the compliance check list. The Resource Guide is 44 pages and can be found at the High Country conservation Center web site under Green Building, @ www.highcountryconservation.org, or copies can be made if requested.

Town of _____

March 2008

Sustainable Building Ordinance

1. Purpose

The purpose of these regulations is to set forth the requirements for the Town's Sustainable Building Ordinance. The Chief Building Official has the discretion to render interpretations of this ordinance and to adopt policies and procedures in order to clarify the application of its provisions.

These regulations were adopted by The Town of _____ on _____

The intent of the Town of _____ Sustainable Building Program (SB Program) is to encourage cost effective and sustainable building methods to conserve fossil fuels, water and other natural resources, to promote the reuse and recycling of building materials and a reduction in solid waste, and to promote enhanced indoor health and amenity in residential buildings.

The Town of _____ SB Program uses a combination of mandatory and secondary (discretionary) requirements combined with a points based system to ensure that all residential buildings achieve or exceed a minimum level of efficiency without limiting or restricting the size, design, and type of construction of the buildings or the amenity level provided.

The Town of _____ SB Program consists of three interconnected parts.

1. Mandatory Measures.
2. Secondary Measures, measures that must be met or offset by measures of equal value from the Summit Sustainable Building Resource Guide.
3. The Summit Sustainable Building Resource Guide (the Resource Guide) (Appendix A). A guide that contains Sustainable recommendations, practices and point values.

2. Applicability

The provisions of this code shall apply to all new residential occupancy construction, alterations and additions, including but not limited to, one and two family dwellings, and multi-family buildings (a building containing three or more dwelling units). Further, the provisions of this code shall apply to all residential dwelling units associated with a mixed-use development. For alterations and additions all new work shall comply with the provisions of this code and for the purposes of calculating building size the entire building, existing and proposed will be used.

Buildings that meet the mandatory measures as required in Section 4 and the secondary measures in Sections 5, and 6 as is applicable to the project type are deemed to comply with this code.

Buildings that meet the mandatory measures in Section 4 but do not meet the secondary measures in Sections 5 and 6 as is applicable to the project type must offset the level of non-compliance by undertaking alternative measures and achieving points of equal value as identified in the Resource Guide.

Exception; Buildings that meet and receive certification under L.E.E.D, Green Globes or other approved Nationally recognized Green Building Programs may be deemed to meet the Town of _____ SB Program. Project specific approval is required for an alternate green building program certification.

3. Compliance

These regulations identify the specific requirements and measures for complying with the SB Program. A completed SB Checklist must be submitted with the appropriate building permit application.

Compliance with each measure described below or found in the Resource Guide will be demonstrated by one of two methods. If compliance is “Inspected,” Town staff will inspect these measures during typical inspections and shall require the submission of appropriate documentation to establish compliance. All materials and/or methods selected on the submitted Sustainable Building Checklist must be identified on the plans. If a measure is indicated as “Self-Certified,” the applicant’s signature on the SB Checklist serves as certification that a measure will be complied with as described in each section. The Town of _____ reserves the right to conduct follow-up inspections or compliance audits of self-certified measures prior to the issuance of a Certificate of Occupancy (CO). If for any reason and inspection or compliance audit fails, no C.O. will be issued until such time as those self-certified measures are corrected.

4. Mandatory Measures

The following measures are mandatory for all projects:

4.1 Insulation

- Exterior wall Insulation R-21
- Roof Ceiling Insulation R- 49
- Basement Wall Insulation R-10 (continuous) R13 (framing cavity)
- Conditioned crawl Space Wall (below grade) R-10 (continuous) R-13 (framing cavity)
- Conditioned Crawl Space Wall (above grade) R-19
- Under Slab Insulation R- 10
- Slab Edge Insulation R- 10, R-15 for heated slabs
- Floor (over crawl) Insulation R-30
- Cantilever Floor R-30

A reduction of the above minimum values that is permitted by the International Energy Conservation Code will be permitted by this code.

Compliance: Inspected (Insulation)

4.2 Fenestrations, (windows and doors)

Windows, maximum U- value of .35
Doors, maximum U- value of .35
Skylights and other fenestrations, maximum U- Value .60

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

4.3 Exterior opaque Doors

1 Exterior opaque door assembly to the house and one to the garage are exempt from the fenestrations U-Factor requirement. Over head garage doors are also exempt.

Compliance: Inspected (Final)

4.4 Energy efficient boiler or furnace

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

Compliance: Inspected (Final)

4.5 Water Heater

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

Compliance: Inspected (Final)

4.6 Owners Manual

An owner's manual, which includes the operation instructions of all mechanical systems and energy saving systems installed in the house, shall be provided to the homeowner. Some systems require professional service and this should be noted. Not required for Multi Family.

Compliance: Inspected (Final)

5. Secondary Measures

Secondary measures for sustainable building must be provided for according to the specific units types and unit sizes outlined within this Section 5. In order to provide the designer and builder with flexibility, each secondary measure listed is also accompanied by an “offset value.” This offset value refers to the alternative methods and materials found in the Resource Guide, which may be used instead of the listed secondary measure.

5.1.1 Building Size; Single Family (Attached and Detached)

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

5.1.2 Unit Size; Multi Family (3 or more units) or Residential units in mixed use developments.

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

5.1.3 Building Size Additions

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

A **single-family** building will be required to earn one point for every 50 square feet of new conditioned space, over a total building size of 3000 square feet, which must be offset according to applicable measures listed in the Resource Guide

A **multi family** unit will be required to earn one point for every 50 square feet of new conditioned space over a total unit size of 1200 square feet, which must be off set by applicable measures listed in the Resource Guide.

5.2 Renewable or Engineered Lumber

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

Minimum of 60% of wood roof framing to be renewable or engineered lumber.

Minimum of 80% of wood floor framing to be renewable or engineered lumber.

Minimum 80% of wood beams and headers to be of renewable or engineered lumber.

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

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

Off set value, 1 point for every 10% less than required and 1 point credit for every 10% more than required

Compliance: Inspected (Plan Review / Framing)

5.3 Day Lighting

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

Offset value, 2 points for every bathroom and laundry room without exterior windows or transoms.

Compliance: Inspected (Plan Review / Final)

5.4 Air Stratification

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

Off set value, 5 points

Compliance: Inspected (Final)

5.5 Recycling

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

Off set value, 3 points

Compliance: Inspected (Final)

5.6 Energy Star® rated appliances

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

Off set value, 1 point for each appliance not rated or not provided.

Compliance: Inspected (Plan Review / Final)

6. Intensive Energy Use Amenities

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

6.1 Outdoor, gas fire pits/fire places and stoves, (excluding grills)

Off set value, 5 points for appliance.

Compliance: Inspected (Plan Review / Final)

6.2 Hot tubs, spa pools and swimming pools.

Off set value, 5 points for every 50 square feet, or part thereof, of hot tub, spa, or pool water surface area.

Compliance: Inspected (Plan Review / Final)

6.3 Outdoors heated surfaces including exterior drives, pathways patios, and garage aprons, etc.

Off set value, 2 points for every 100 sq/ft, or part thereof, of out door heated surface.

Compliance: Inspected (Plan Review / Final)

6.4 Air Conditioning

Off set value 1 point for every 200 sq/ft or part thereof, of air conditioned space

Compliance: Inspected (Plan Review / Final)

summit sustainable building code checklist

v 1.0

high country conservation center

www.highcountryconservation.org

- this checklist is for single family homes, as outlined in applicable sustainable building code ordinance.
- use this checklist in conjunction with the HC3 sustainable building resource guide [see website above].
- provide input at yellow cells only; other cells are text or formulas.

project:		tracking #:	
location:		phone:	
applicant:		email:	

1	mandatory measures	required input	required value	project input	comply	
1.1.1	insulation	exterior walls: R21 min or per IECC	Y/N	Y		no
1.1.2		roof ceiling: R49 min or per IECC	Y/N	Y		no
1.1.3		basement wall: R10 cont, R13 cavity	Y/N	Y		no
1.1.4		crawl space walls [above grade]: R19	Y/N	Y		no
		crawl walls [below grade]: R10 cont, R13 cavity	Y/N	Y		no
1.1.5		under slab: R10 min or per IECC	Y/N	Y		no
1.1.6		slab edge: R10, R15 if heated slab	Y/N	Y		no
1.1.7		floor over crawl space: R30 or per IECC	Y/N	Y		no
	cantilever floor: R30 or per IECC	Y/N	Y		no	
1.2	exterior windows and glazed doors	U value	0.35 max		no	
	skylights and other fenestrations	U value	0.60 max		no	
1.4.1	energy efficient boiler	efficiency	87% min		no	
1.4.2	energy efficient furnace	efficiency	88% min		no	
1.5.1	energy efficient domestic hot water heater [gas fired]	efficiency	63% min		no	
1.5.2	energy efficient domestic hot water heater [electric]	efficiency	93% min		no	
1.6	owners manual [prior to C.O.]	Y/N	Y		no	

2	secondary measures	required input	baseline value	project input	required points
2.1	new building area [sq ft conditioned space]:	sq ft	3,000		0
2.2	additions/remodels [sq ft total conditioned space]:	sq ft	3,000		0
2.3	% renewable/engineered lumber [roof]:	% roof plan	60%		0
2.4	% renewable/engineered lumber [floor]:	% flr plans	80%		0
2.5	% renewable/engineered lumber [beams & headers]:	% lin ft	80%		0
2.6	daylighting [# spaces that do not have natural light]:	qty without	2 pts each		0
2.7	air movement [req'd @ all ceilings over 10 feet]	qty without	5 pts each		0
2.8	recycling center [required at kitchen/garage]	not provided	3 pts each		0
2.9	energy star rated appliances [reqd: DW, ref, washer]	non rated	1 pt each		0
2.10	outdoor gas fire pits/fireplaces/stoves [excl grills]	each	5 pts each		0
2.11	outdoor water amenities [hot tubs, spas, pools]	sq ft water	1 pt/10 sf		0
2.12	outdoor heated surfaces [drives, paths, aprons]	sq ft	1 pt/50 sf		0
2.13	air conditioned interior spaces	sq ft	1 pt/200 sf		0

2.14	total required points				0
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3	sustainable building menu	points
3.1	required points [total from 'secondary measures']	0
3.2	offset points [total from PAGE TWO]	0
3.3	total net points [must be zero minimum except frsico requires 50 minimum]	0

4	signature block
4.1	applicant's signature:
4.2	print name:
4.3	note: signature indicates the applicant will comply with stated requirements.

3.1 Simple Footprint		possible pts	req'd input	req'd value	project input	project pts
3.1	Number of Building Corners	3 max	# corners	4-6-8		0
3.2 Community Benefit		possible pts	req'd input	req'd value	project input	project pts
3.2.1	Save and Reuse all Topsoil On Site	3	Y/N	Y		0
3.2.2	Save and Reuse all Excavated Fill On Site	3	Y/N	Y		0
3.2.3	All Site Rock Reclaimed and Used on Site	3	Y/N	Y		0
3.2.4	On Site Batch Plant/Crushed Rock Used on Site	4 max	# cu yds	1pt/10yds		0
3.2.5	Topsoil Tested and/or Amended w/Compost	3	Y/N	Y		0
3.2.6	Plant Trees Greater than 4" Tall	2	Y/N	Y		0
3.2.7	Stay Within Disturbance Area	1	Y/N	Y		0
3.3 Deconstruction Recycling		possible pts	req'd input	req'd value	project input	project pts
3.3.1	Deconstruction Plan submitted to HC3	4	Y/N	Y		0
3.3.2	Wood Recycled or Donated to Reuse Center	4 max	percent	1pt/25%		0
3.3.3	Metal Recycled	4 max	percent	1pt/25%		0
3.3.4	Concrete Recycled	4 max	percent	1pt/25%		0
3.3.5	Compaction (grinding or shredding)	4 max	percent	1pt/25%		0
3.3.6	Fixtures/Materials Donated to Reuse Center	4 max	percent	1pt/25%		0
3.4 Construction Recycling		possible pts	req'd input	req'd value	project input	project pts
3.4.1	Wood Recycled or Donated to Reuse Center	4 max	percent	1pt/25%		0
3.4.2	Metal Recycled	4 max	percent	1pt/25%		0
3.4.3	Cardboard Recycled	4 max	percent	1pt/25%		0
3.4.4	Compaction (grinding or shredding)	4 max	percent	1pt/25%		0
3.4.5	Fixtures/Materials Donated to Reuse Center	4 max	percent	1pt/25%		0
3.5 Passive Solar Design		possible pts	req'd input	req'd value	project input	project pts
3.5.1	East-West Axis 30 deg Perpendicular to True South	5	Y/N	Y		0
3.5.2	Properly Designed Overhangs	2	Y/N	Y		0
3.5.3	Unimpeded Solar Access	3	Y/N	Y		0
3.5.4	Sun Tempered Design	5	Y/N	Y		0
3.5.5	True Passive Solar Design	5	Y/N	Y		0
3.6 Building Envelope		possible pts	req'd input	req'd value	project input	project pts
3.6.1	Advanced Sealing Package	4	Y/N	Y		0
3.6.2	Sill Plate Sealed with Foam Sill Sealer	1	Y/N	Y		0
3.6.3	Energy Heels 12" or greater on Trusses	4	Y/N	Y		0
3.6.4	Insulated Exterior Wall Sheathing (R3.5 min)	4	Y/N	Y		0
3.6.5	Insulated Headers (80% minimum R10)	2	Y/N	Y		0
3.6.6	Blower Door Test 0.45 ACH or less	10 max	ACH	<=0.45		0
3.6.7	Unvented Crawlspace per ASHRAE 23.11	4	Y/N	Y		0
3.6.8	High Window Insulation [above 10 feet AFF]	unlimited	sq ft wdw	1 pt/10 sf		0
3.7 Mechanical Systems		possible pts	req'd input	req'd value	project input	project pts
3.7.1	Active Solar Space Heating System	unlimited	MBTU	1pt/2MBTU		0
3.7.2	Active Solar Domestic Hot Water System	unlimited	MBTU	1pt/2MBTU		0
3.7.3	Ground Source Heating/Cooling System	unlimited	MBTU	1pt/2MBTU		0
3.7.4	High Efficiency Boiler (91% or greater)	4	efficiency	91%	0%	0
3.7.5	High Efficiency Furnace (92% or greater)	4	efficiency	92%	0%	0
3.7.6	Furnace or Boiler Centrally Located	2	Y/N	Y		0
3.7.7	In Floor Radiant Heat Installed	4	Y/N	Y		0
3.7.8	HVAC Sizing, Balancing, & Sealing	4	Y/N	Y		0
3.7.9	Energy Star House	4	Y/N	Y		0
3.7.10	HRV/Air to Air Heat Exchanger System	3	Y/N	Y		0
3.7.11	Convert Electric Heat to Gas [add/rem only]	3	Y/N	Y		0
3.7.12	Replace Elec HW Tank w/Gas [add/rem only]	3	Y/N	Y		0
3.7.13	Sidearm Water Heater Served by the Boiler	3	Y/N	Y		0
3.7.14	South Roof Area Designed for Solar Collector &	5	Y/N	Y		0
3.8 Electrical/Lighting/Appliances		possible pts	req'd input	req'd value	project input	project pts

3.8.1	Solar-generated [PV] electric system, on site	unlimited	KW	5pts/KW		0
3.8.2	Wind-generated electric system, on site	unlimited	KW	5pts/KW		0
3.8.3	Clothes Washer: front-loading/horizontal axis	1	Y/N	Y		0
3.8.4	Clothesline Installed Inside or Outside	1	Y/N	Y		0
3.8.5	Compact Fluorescent or LED Bulbs per RG	4	Y/N	Y		0
3.8.6	Occupancy/Motion Sensor Controls Installed	1	Y/N	Y		0
3.8.7	Automatic Daylight Dimming Controls	2	Y/N	Y		0
3.8.8	Motion Sensor or Timers on Exterior Lights	2	Y/N	Y		0
3.8.9	Energy Efficient Controls	2	Y/N	Y		0
3.8.10	No Recessed Lights in Ext Insulated Ceilings	4	Y/N	Y		0
3.8.11	Air-Loc, IC rated recessed light fixtures	2	Y/N	Y		0
3.9	Insulation	possible pts	req'd input	req'd value	project input	project pts
3.9.1a	exterior wall insulation: R22 or better	10 max	R value	22		0
3.9.1b	roof ceiling insulation: R50 or better	10 max	R value	50		0
3.9.1c	cantilever floor: above R30	10 max	R value	30		0
3.9.2	Blown or Sprayed Insulation	10 max	percent	1pt/10%		0
3.9.3	Insulate All Hot Water Pipes to R-3	3	Y/N	Y		0
3.9.4	Ins HW Pipes in Unconditioned space to R-6	4	Y/N	Y		0
3.9.5	Window Quilts/Ins Shades >75% ext windows	4	Y/N	Y		0
3.9.6	Wall Insulation >=30% recycled content	3	Y/N	Y		0
3.9.7	Roof Insulation >=30% recycled content	3	Y/N	Y		0
3.9.8	Non-toxic water-based spray on insulation	2	Y/N	Y		0
3.9.9	HCFC-free rigid foam insulation	2	Y/N	Y		0
3.9.10	Existing clg ins to R-38/capacity [add/rem only]	5	Y/N	Y		0
3.9.11	Existing walls ins per RG [add/rem only]	5	Y/N	Y		0
3.9.12	Change wdws U=0.35 or less [add/rem only]	5	Y/N	Y		0
3.10	Foundation	possible pts	req'd input	req'd value	project input	project pts
3.10.1	Insulated Concrete Foundation System Used	4	Y/N	Y		0
3.10.2	Recycled Content Insulated Concrete Fdn	4	Y/N	Y		0
3.10.3	Frost-Protected Shallow Foundation	4	Y/N	Y		0
3.10.4	Western Coal Fly Ash Concrete	3	Y/N	Y		0
3.10.5	Non-asphalt Based Dampproofing	2	Y/N	Y		0
3.10.6	Non-solvent Based Foundation Waterproofing	2	Y/N	Y		0
3.11	Structural Frame	possible pts	req'd input	req'd value	project input	project pts
3.11.1	Structural Insulated Panels (SIPS) for Walls	4 max	percent	1pt/25%		0
3.11.2	Structural Insulated Panels (SIPS) for Roofs	4 max	percent	1pt/25%		0
3.11.3	Factory-built or Panelized Construction	4	Y/N	Y		0
3.11.4	Finger Jointed Plate Material	2	Y/N	Y		0
3.11.5	Low-toxic OSB wall sheathing	2	Y/N	Y		0
3.11.6	Recycled Content Wall Sheathing	2	Y/N	Y		0
3.11.7	Finger Jointed Studs	3	Y/N	Y		0
3.11.8	Locally-Produced Beams, Studs, Lumber	10 max	percent	1pt/10%		0
3.11.9	Reclaimed Structural Materials	10 max	percent	1pt/10%		0
3.11.10	Recycled Content Deck Material	3	Y/N	Y		0
3.11.11	Renewable (FSC or other) Deck Material	3	Y/N	Y		0
3.11.12	75% Salvaged or Reclaimed Deck Material	3	Y/N	Y		0
3.11.13	OVE Framing	4	Y/N	Y		0
3.12	Sub Floor	possible pts	req'd input	req'd value	project input	project pts
3.12.1	OSB in Sub Floor	3	Y/N	Y		0
3.12.2	Low-Toxic OSB in Sub Floor	1	Y/N	Y		0
3.13	Windows & Doors	possible pts	req'd input	req'd value	project input	project pts
3.13.1	windows/patio doors: lower U value [6 pts/.05 < 0.40]	24 max	U value	0.35	0.00	0
3.13.2	Salvaged/reclaimed doors (75% total doors)	4	Y/N	Y		0
3.13.3	Salvaged, reclaimed windows (50% total)	4	Y/N	Y		0

3.13.4	All Doors from Renewable Wood	2	Y/N	Y		0
3.13.5	All Windows from Renewable Wood	2	Y/N	Y		0
3.14	Roofing Materials	possible pts	req'd input	req'd value	project input	project pts
3.14.1	Recycled Content Material	3	Y/N	Y		0
3.14.2	Roof with 50-year or Greater Warranty	3	Y/N	Y		0
3.15	Wall Finishes	possible pts	req'd input	req'd value	project input	project pts
3.15.1	Fiber cement siding >=50% of exterior wall	3	Y/N	Y		0
3.15.2	Recycled/Reclaimed Wood Siding (>=50%)	3	Y/N	Y		0
3.15.3	Low VOC/Low Toxic Paint/Stain (>=75%)	4	Y/N	Y		0
3.15.4	Natural Clay	2	Y/N	Y		0
3.15.5	Locally Produced Trim [within 100 miles]	4 max	percent	1pt/25%		0
3.16	Floor Finishes	possible pts	req'd input	req'd value	project input	project pts
3.16.1	Wood Flooring: Reused/Reclaimed/Remilled	4 max	% total flr	1pt/25%		0
3.16.2	Wood Flooring from Local Source [<100 mi]	4 max	% total flr	1pt/25%		0
3.16.3	Wood Flooring from Renewable Sources	4 max	% total flr	1pt/25%		0
3.16.4	Ceramic Tile is Recycled Content	4 max	% total flr	1pt/25%		0
3.16.5	Ceramic Tile is Reclaimed/Salvaged	4 max	% total flr	1pt/25%		0
3.16.6	Bamboo Flooring	4 max	% total flr	1pt/25%		0
3.16.7	Cork Flooring	4 max	% total flr	1pt/25%		0
3.16.8	Natural Fiber Carpet	4 max	% total flr	1pt/25%		0
3.16.9	Natural Linoleum	4 max	% total flr	1pt/25%		0
3.16.10	Recycled-Content Carpet	4 max	% total flr	1pt/25%		0
3.16.11	Recycled-Content/Natural-Fiber Carpet Pad	4 max	% total flr	1pt/25%		0
3.16.12	Carpet Squares in High Traffic Areas	4 max	% total flr	1pt/25%		0
3.16.13	Stone, Granite or Concrete Floors	4 max	% total flr	1pt/25%		0
3.16.14	Solvent-free/Low-toxic Construction Adhesive	2	Y/N	Y		0
3.16.15	Solvent-free/Low-Toxic Wood Finishes	2	Y/N	Y		0
3.17	Cabinetry & Other Finishes	possible pts	req'd input	req'd value	project input	project pts
3.17.1	Cabinets: Recycled Wood Particleboard	4 max	% total	1pt/25%		0
3.17.2	Shelving/Ctrs: Recycled Wood Particleboard	4 max	% total	1pt/25%		0
3.17.3	Cabinets: Agricultural Waste Particleboard	4 max	% total	1pt/25%		0
3.17.4	Shelving/Ctrs: Ag Waste Particleboard	4 max	% total	1pt/25%		0
3.17.5	Cabinets: Formaldehyde-free Particlebd/MDF	2	Y/N	Y		0
3.17.6	Shelving/Ctrs: Formaldehyde-free Ptbd/MDF	2	Y/N	Y		0
3.17.7	Exposed Particleboard sealed [water-based]	1	Y/N	Y		0
3.17.8	Solvent-free or Low-toxic Woodwork Finishes	2	Y/N	Y		0
3.17.9	Eliminate ALL Particleboard inside Building	2	Y/N	Y		0
3.17.10	Cabinets Made from Renewable Fiber	4 max	% total	1pt/25%		0
3.17.11	Cabinets Made from Renewable Sources	4 max	% total	1pt/25%		0
3.17.12	Countertops Made from Renewable Fiber	4 max	% total	1pt/25%		0
3.17.13	Reclaimed Tile on Countertops and Walls	4 max	% total	1pt/25%		0
3.17.14	Recycled-Content Tiles on Ctrtops and Walls	4 max	% total	1pt/25%		0
3.17.15	Locally-sourced Wood Used in Cabts/Finishes	4 max	% total	1pt/25%		0
3.17.16	Reused/Reclaimed Cabinets and/or Fixtures	4 max	% total	1pt/25%		0
3.17.17	Stone, Granite, or Concrete Countertops	4 max	% total	1pt/25%		0
3.18	Water Efficiency	possible pts	req'd input	req'd value	project input	project pts
3.18.1	Dual-flush or Water Saving Toilets Installed	2	Y/N	Y		0
3.18.2	Drip Irrigation Installed	2	Y/N	Y		0
3.18.3	Eng/Veg swales to filter stormwater runoff	1	Y/N	Y		0
3.18.4	Grey Water used for Irrigation	2	Y/N	Y		0
3.18.5	Native Plants Salvaged & Replanted On Site	2	Y/N	Y		0
3.19	Indoor Environmental Quality	possible pts	req'd input	req'd value	project input	project pts
3.19.1	Radon Mitigation System Installed	2	Y/N	Y		0
3.19.2	Rough-in for Radon System	1	Y/N	Y		0

3.19.3	Mechanical Ventilation Installed (15 cfm/person)	3	Y/N	Y		0
3.19.4	Install HEPA filter sized for whole house	1	Y/N	Y		0
3.19.5	Furnace and/or Duct-mounted Air Cleaner	1	Y/N	Y		0
3.19.6	Exhaust Fan in Garage	1	Y/N	Y		0
3.19.7	Carbon Monoxide Detector Installed	1	Y/N	Y		0
3.19.8	Range Hood Vented to Outside	1	Y/N	Y		0
3.19.9	Permanent Mat/Snowgate at Main Door	2 max	quantity	0-1-2		0
3.20	Innovation Points	possible pts	notes	project input	project pts	
3.20.1	Innovative Product	TBD				0
3.20.2	Innovative Design	TBD				0
3.20.3	New Technology	TBD				0



TOWN OF BRECKENRIDGE TOWN COUNCIL AGENDA
Tuesday, May 27, 2008 (Regular Meeting); 7:30 p.m.

- I CALL TO ORDER and ROLL CALL**
 - II APPROVAL OF MINUTES** – May 13, 2008 Regular Meeting *Page 51*
 - III APPROVAL OF AGENDA**
 - IV COMMUNICATIONS TO COUNCIL**
 - A. Citizens 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****
 - NONE**
 - VI NEW BUSINESS**
 - A. **FIRST READING OF COUNCIL BILL, SERIES 2008-**
 - 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 *Page 56*
 - 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 *Page 61*
 - 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 *Page 67*
 - 2.** A RESOLUTION APPROVING A “LICENSE AGREEMENT FOR TOWN-OWNED HISTORICAL PROPERTIES” WITH BRECKENRIDGE HERITAGE ALLIANCE *Page 95*
 - C. **OTHER**
- NONE**
- VII PLANNING MATTERS**
 - A. Planning Commission Decisions of May 20, 2008
 - B. Town Council Representative Report (Mr. Mamula) *Page 2*
- 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 108*
- 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 May 13, 2008 Town Council Meeting to order at 7:31 p.m. The following members answered roll call: Mr. Joyce, Mr. Mamula, Ms. McAtamney, Mr. Millisor, Mr. Rossi, and Mayor Warner. Mr. Bergeron was absent.

APPROVAL OF MINUTES – April 22, 2008 Regular Meeting

With no changes to the minutes Mayor Warner declared they were approved.

APPROVAL OF AGENDA

Town Manager, Tim Gagen, added touching base with the Council on the Turf Field discussion.

COMMUNICATIONS TO COUNCIL

- A. Public Works Proclamation
- B. Citizens Comment - (Non-Agenda Items ONLY; 3 minute limit please)
 - 1. Jeff Westcott- Expressed concerns with the Fourth of July Firecracker 50 and what he has heard is happening at Carter Park with the dog park. He would like the Town to consider 1) a modular, removable section of the fence, 2) given the magnitude of the event possibly have the dog park closed that day. It is the National Championship again this year. Mayor Warner does not think coming down the South side is safe. Mr. Rossi suggested closing the park for the day. The Council agreed that they want James Phelps and Jeff to figure out the best solution so that the regular finish line is not disturbed.
 - 2. Bruce Camping- Came to see if the Council had any questions or feedback on his petition he brought to the Council for Warriors Mark. Mayor Warner commented that he spoke with the Police Chief and they are going to talk about it further.
- C. BRC Director's Report- Corry Mihm- In April they saw the first decrease in visitor numbers from last year in the Welcome Center which was probably due to Easter not being in April. June and July occupancy are up from last year. August is down and September is up from last year.

CONTINUED BUSINESS

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

1. Council Bill No. 19, Series 2008- AN ORDINANCE AMENDING ARTICLE F OF CHAPTER 3 OF TITLE 6 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE MUNICIPAL OFFENSES RELATED TO ALCOHOL

Tim Berry commented that the ordinance will amend the Town Code to create three new Town Code violations related to the operation of liquor-licensed establishments. All three new regulations apply only to activities occurring at an establishment that holds a license to sell alcoholic beverages issued by the Town. There were no changes from first reading.

Mayor Warner asked for public comment. There was no comment. He closed the public hearing.

Mr. Millisor moved to approve Council Bill No 19, Series 2008 on second reading. Mr. Mamula made the second. The motion passed 6-0.

2. Council Bill No. 20, Series 2008- AN ORDINANCE ANNEXING TO THE TOWN OF BRECKENRIDGE CERTAIN REAL PROPERTY OWNED BY THE TOWN OF BRECKENRIDGE (Thompson Parcel)

Tim Berry commented that the next 2 ordinances are related to the annexation of a small tract of land that was recently acquired by the Town. The property is located near the intersection of Fairview Blvd. and Highway 9, and it consists of approximately .3 acres. The property is located in unincorporated Summit County and staff believes that it should be annexed since it is now owned by the Town. Staff has

reviewed the eligibility requirements for an annexation and believes this parcel is eligible. Colorado law requires that annexed land be zoned within 90 days of annexation. This means that the property must be placed in a Land Use District within 90 days of annexation. An ordinance to place the property in Land Use District 43 follows this ordinance and is the next action item on the agenda. There were no changes from first reading.

Mayor Warner asked for public comment. There was no comment. He closed the public hearing.

Mr. Mamula moved to approve Council Bill No 20, Series 2008 on second reading. Mr. Joyce made the second. The motion passed 6-0.

3. Council Bill No. 21, Series 2008- AN ORDINANCE PLACING RECENTLY ANNEXED PROPERTY IN LAND USE DISTRICT 43 (Thompson Parcel)

Tim Berry commented that the Ordinance would place the property being annexed in the previous Ordinance in Land Use District 43. There were no changes from first reading.

Mayor Warner asked for public comment. There was no comment. He closed the public hearing.

Ms. McAtamney moved to approve Council Bill No 21, Series 2008 on second reading. Mr. Mamula made the second. The motion passed 6-0.

B. FIRST READING OF COUNCIL BILLS, SERIES 2008-

NONE

C. RESOLUTIONS, SERIES 2008

1. A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE SUMMIT COMBINED HOUSING AUTHORITY CONCERNING A DOWN PAYMENT ASSISTANCE GRANT PROGRAM

Tim Gagen commented that the resolution would approve an agreement with Summit Combined Housing Authority to provide funding in the amount of \$40,000 for the Down Payment Assistance Program.

Mayor Warner asked for public comment. There was no comment. He closed the public hearing.

Mr. Millisor moved to approve the Resolution, Series 2008. Mr. Mamula made the second. The motion passed 6-0.

D. OTHER

I. Council Committee Appointments

Mr. Mamula commented that he would like to attend the Council Retreat dinner and not go to Planning Commission meeting on May 20. Council agreed that it made sense.

Mr. Millisor moved to approve the following appointments:

BOSAC	Mr. Rossi
BRC	Mr. Bergeron
SCHA	Ms. McAtamney
Grants/Scholarships	Mr. Millisor, Ms. McAtamney, Mr. Bergeron
Housing/Childcare	Mr. Joyce, Mr. Millisor, Ms. McAtamney
Mayor Pro Tem	Mr. Mamula
Planning Commission	Mr. Mamula
Breckenridge Heritage Alliance	Mr. Joyce
CAST/MMC	Mayor Warner

Mr. Rossi made the second. The motion passed 6-0.

2. Election Committee Appointments

Ms. McAtamney moved that the Town Council appoint Chris Vickery and Patti Casey to two-year terms on the Breckenridge Election Commission. Mr. Mamula made the second. The motion passed 6-0.

3. Arts District Burn Permit

Mr. Rossi moved to approve a special permit to allow a pit-fire within the Arts District of Breckenridge as part of a scheduled workshop, on June 7, 2008, from approximately 11:00 am – 5:00 pm. All burning at the pit fire 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 made the second. The motion passed 6-0.

PLANNING MATTERS

- **Planning Commission Decisions of May 6, 2008.**

With no requests for call up, Mayor Warner stated the Planning Commission decisions of the May 6, 2008 meeting will stand as presented.

- **Town Council Representative Report.**

Mr. Mamula had nothing to report.

REPORT OF TOWN MANAGER AND STAFF

Tim Gagen, Town Manager, had nothing to add.

REPORT OF MAYOR AND COUNCILMEMBERS

A. Report of Mayor (CAST/MMC)

Mayor Warner had nothing to report.

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

Mr. Rossi handed out a report.

C. BRC (Mr. Bergeron)

No report

D. Multi-Jurisdictional Housing Authority (Ms. McAtamney)

No report

E. Breckenridge Heritage Alliance (Ms. Joyce)

No report

OTHER MATTERS

Tim Gagen commented on the Turf Field Study and asked what the Council wants to do. The Council was in favor of making a commitment but feels there are issues that need to be figured out. There needs to be a viable plan and a professional maintenance plan in place. They need to also maintain the rest of the community fields as well. The Council wants to participate but they want to make sure the IGA is spelled out and very clear about the commitments necessary from the School District. Tim Gagen will let them know that the Council is supportive but that they want a very good IGA.

Mr. Rossi commented on the Fence Ordinance with Wellington Neighborhood. Ms. McAtamney also commented. Mosh, the board and David O’neil are trying to get this resolved as quickly as possible. Would the Council be ok with allowing fences in the Wellington for a period so that they are not tripped up by technicalities? The Council was fine with doing that.

Mr. Gagen commented in response to Bruce Campings comments. He was told that the Council would be talking about it at the retreat.

Mayor Warner commented on the Beau Beiling Memorial and what they are doing. He also commented that he met with Lucy Kay and that he would like to sit down with her or Rick Schramek on a monthly basis. She is impressed with the CRT group and is wondering if the Council might want to do another joint effort on the Peak 6 expansion. Mr. Mamula commented that he really likes what they have been doing with the CRT group and the Gondola Lot expansion. Mr. Rossi commented that he would be

willing to be the representative from Council to be on a collaborative committee with the ski area and other parties for the Peak 6 expansion.

SCHEDULED MEETINGS

ADJOURNMENT

With no further business to discuss the regular meeting was adjourned at 8:44pm.

Submitted by Alison Kellermann, Administrative Services Coordinator

ATTEST:

Mary Jean Loufek, CMC, Town Clerk

John Warner, Mayor

EXECUTIVE SESSION CERTIFICATE

Town of Breckenridge)
County of Summit)
State of Colorado)

Ernie Blake, the duly elected, qualified and acting Mayor of the Town of Breckenridge, hereby certifies as follows:

As part of the Town Council meeting on Tuesday, May 13, 2008 at 6:26 p.m., Mr. Joyce moved to convene in Executive Session pursuant to Paragraph 4(b) of Section 24-6-402, C.R.S., relating to conferences with the Town Attorney for the purposes of receiving legal advice on specific legal questions; and Paragraph 4(e) of Section 24-6-402, C.R.S., relating to determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiators.

Mr. Mamula made the second. A roll call vote was taken. All were in favor of the motion.

Mr. Mamula moved to adjourn the Executive Session at 7:26 pm. Ms. McAtamney made the second. All were in favor of the motion.

This certificate shall be included after the minutes of the regular Town Council meeting of Tuesday, May 13, 2008.

John Warner, Mayor

Memo

To: Town Council
From: Julia Skurski, AICP
Date: May 20, 2008 for meeting of May 27, 2008
Re: Solar Panels Policy-1st reading

The topic of solar panels is on the Planning Commission's Top Five list. Additional language has been proposed to Policy 5 (*Absolute Architectural Compatibility*) to set up regulations for the installation of solar panels and other solar devices within the Conservation District which meet certain criteria to ensure the historic character of the district. The policy also provides general guidelines for the installation of solar panels outside of the Conservation District.

Staff has taken this as a worksession item to the Planning Commission on February 12, March 18, and April 15 and to the Town Council at the May 13th meeting. Changes from the May 13th Council meeting have been shown in strike and bold format. The following major changes have been made:

- Reworded the first paragraph to further encourage solar panels and other solar devices.
- Removed the 50% limitation per roof elevation.
- Added language to allow detached solar arrays outside of a building or disturbance envelope if no significant vegetation is removed and adequate buffer exists.

Staff will be on hand to answer any questions from the Council. Staff requests that the Council approve the Lighting Policy at First Reading

1 ***FOR WORKSESSION/FIRST READING – MAY 27***

2
3 In Sections 1-3, Additions To The Current Breckenridge Town Code Are
4 Indicated By **Bold + Dbl Underline**; Deletions By ~~Strikeout~~

5
6 In Section 4, Additions To The Draft Ordinance Reviewed On May 13th Are
7 Indicated By **Bold + Dbl Underline**; Deletions By ~~Strikeout~~

8
9 COUNCIL BILL NO. ____

10
11 Series 2008

12
13 AN ORDINANCE AMENDING POLICY 5 (ABSOLUTE) (“ARCHITECTURAL
14 COMPATIBILITY”) OF SECTION 9-1-19 OF THE BRECKENRIDGE TOWN CODE,
15 KNOWN AS THE “BRECKENRIDGE DEVELOPMENT CODE”, BY ADOPTING
16 PROVISIONS CONCERNING SOLAR PANELS; AND MAKING CONFORMING
17 AMENDMENTS TO THE BRECKENRIDGE DEVELOPMENT CODE

18
19 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
20 COLORADO:

21
22 Section 1. Section 9-1-5 of the Breckenridge Town Code is hereby amended by the
23 addition of the following definitions:

24

NON-PRIMARY ELEVATION:	The portion of a structure which does not front on a public street or other public right of way. If a corner lot, the primary elevation is the elevation where the primary entrance is located.
SOLAR PANEL:	An electrical device consisting of an array of connected solar cells which converts solar energy into electricity or hot water/liquid for space heating or domestic hot water production. Also referred to as photovoltaic (PV) panel or solar array.
SOLAR DEVICE:	Solar membranes, solar shingles, solar in glass, non-PV technology, and solar hot water systems, and similar solar technology.

25
26 Section 2. The definition of “Class C - Minor Development” set forth in Section 9-1-5 of
27 the Breckenridge Town Code is hereby amended by the addition of the following item:
28

1 — Installation of solar panel or solar device within the Conservation District

2
3 Section 3. The definition of “Class D Development” set forth in Section 9-1-5 of the
4 Breckenridge Town Code is hereby amended by the addition of the following item:

5
6 — Installation of solar panel or solar device outside the Conservation District

7
8 Section 4. Policy 5 (Absolute)(“Architectural Compatibility”) of Section 9-1-19 of the
9 Breckenridge Town Code is hereby amended by the addition of a new subsection D, to be
10 entitled “Solar Panels and Solar Devices”, which shall read in its entirety as follows:

11
12 D. Solar Panels and Solar Devices

13
14 (1) Within the Conservation District: The preservation of the character of the
15 Conservation District and the historic structures and sites within the
16 Conservation District are of the utmost importance. ~~While the Town does not~~
17 ~~prohibit~~ encourages the installation of solar panels ~~or other~~ and solar devices ~~on~~
18 ~~historic structures or sites~~ as an alternative energy source. **However**, there may
19 be some instances where solar panels or solar devices are not appropriate on a
20 particular building or site if such a device is determined to be detrimental to the
21 character of the Conservation District. ~~The following regulations shall apply to~~
22 ~~the installation of solar panels or devices within the Conservation District.~~

23
24 (2) Within the Conservation District, no solar devices shall be installed on a
25 structure or site without first obtaining a Class C minor development permit ~~from~~
26 ~~the Town~~. Solar panels and solar devices are encouraged to be installed on a non-
27 historic building or building addition, ~~if available~~, and integrated into the building
28 design. To ensure that the character of the Conservation District and its historic
29 structures and sites are protected, an applications for a development permit to
30 install a solar panel or solar device within the Conservation District will be
31 reviewed under the following requirements:

32
33 (a) Solar panels or other solar devices on roofs shall be placed on a non-character
34 defining roofline of a non-primary elevation (not readily visible from public
35 streets), ~~not to exceed 50% of the roof surface per roof plane~~. Solar panels and
36 solar devices shall be setback from the edge of a flat roof to minimize visibility
37 and may be set at a pitch and elevated if not ~~readily~~ highly visible from public
38 streets. On all other roof types, solar panels and solar devices shall be located so
39 as not to alter a historic roofline or character defining features such as dormers or
40 chimneys. All solar panels and solar devices shall run ~~closely~~ parallel the
41 original roofline, and shall ~~to~~ not exceed nine inches (9”) above the roofline.

42
43 Applications for new structures within the Conservation District are encouraged
44 to include building integrated solar panels ~~or~~ and other solar devices ~~on the~~
45 ~~building~~ into the initial design, including a similar roof color, rather than as a later
46 addition. Solar panels and solar devices which contrast with the color of the roof

1 ~~for~~ **of** new or historic structures are inappropriate if found to be detrimental to the
2 character of the Conservation District.

3
4 (b) Detached solar arrays **of solar panels and solar devices** at a historic site may
5 be located in the rear or side yard if the arrays are not highly visible from the
6 public streets and do not detract from other major character defining aspects of
7 the site. The location of detached solar arrays shall also consider visibility from
8 adjacent properties, which shall be reduced to the extent possible while still
9 maintaining solar access.

10
11 (c) Character defining elements such as historic windows, walls, siding or
12 shutters, which face public streets or contribute to the character of the building,
13 shall not be altered or replaced for the purpose of installing **in connection with**
14 **the installation of solar panels or solar devices**. Solar devices in non-historic
15 windows, walls, siding or shutters which do not face public streets are
16 encouraged.

17
18 (2) Outside the Conservation District: The Town encourages the installation of
19 solar panels ~~or other~~ **and** solar devices on structures or sites **located** outside the
20 Conservation District as an alternative energy source. The following regulations
21 shall apply to the installation of ~~all~~ solar panels or **solar** devices outside the
22 Conservation District.:

23
24 (a) No solar **panel or solar** devices shall be installed on a structure or site
25 without first obtaining a Class D development permit ~~from the Town~~. The
26 director shall have the right to ~~move~~ **reclassify** project to **an application as** a
27 Class C minor ~~development permit~~ application, and **to** require review by the
28 Planning Commission, if he feels the purpose of this code would be best served
29 by the reclassification. **Reclassification shall be done pursuant to the definition**
30 **of "Classification" in Section 9-1-5 of this chapter.**

31
32 (b) Solar panels ~~or other~~ **and solar** devices shall run closely parallel to the
33 roofline; **and shall** not ~~to~~ exceed nine inches (9") above the roofline.
34 Applications for ~~n~~New structures ~~should~~ **are encouraged to** include building
35 integrated solar panels ~~or other~~ **and solar** devices ~~on the building~~ into the initial
36 design, rather than as a later addition.

37
38 (c) Detached solar arrays **of solar panels and solar devices** may be located in the
39 rear or side yard; **if** not highly visible from the public streets. The location of
40 detached solar arrays shall also consider visibility from adjacent properties, which
41 shall be reduced to the extent possible while still maintaining solar access.
42 **Detached solar arrays which serve the residence on the site may be located**
43 **outside of the building or disturbance envelope if no significant existing**
44 **vegetation must be removed for the installation and an adequate buffer is**
45 **provided to adjacent properties.**
46

1 Section 5. Except as specifically amended hereby, the Breckenridge Town Code, and the
2 various secondary codes adopted by reference therein, shall continue in full force and effect.
3

4 Section 6. The Town Council hereby finds, determines and declares that this ordinance is
5 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
6 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
7 thereof.
8

9 Section 7. The Town Council hereby finds, determines and declares that it has the power
10 to adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act,
11 Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal
12 zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)
13 Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to
14 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers
15 contained in the Breckenridge Town Charter.
16

17 Section 8. This ordinance shall be published and become effective as provided by
18 Section 5.9 of the Breckenridge Town Charter.
19

20 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
21 PUBLISHED IN FULL this ____ day of _____, 2008. A Public Hearing shall be held at the
22 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
23 _____, 2008, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
24 Town.
25

26 TOWN OF BRECKENRIDGE, a Colorado
27 municipal corporation
28
29

30
31 By _____
32 John G. Warner, Mayor
33

34 ATTEST:
35
36
37

38 _____
39 Mary Jean Loufek, CMC,
40 Town Clerk
41
42
43

500-255\Ordinance (First Reading)(05-20-08)

MEMO

TO: Town Council

FROM: Town Attorney

RE: Planning Commission Liaison Ordinance

DATE: May 19, 2008 (for May 27th meeting)

Enclosed is the ordinance eliminating the requirement that one member of the Town Council serve on the Planning Commission, and creating the new position as Town Council “liaison” to the Planning Commission.

The two most important sections of the ordinance are Section 1 deleting the language in the current Town Code that requires one member of the Council to sit on the Planning Commission, and Section 5 that creates the new position of Town Council liaison to the Planning Commission and establishes the rules that will apply to the liaison.

The remainder of the ordinance makes necessary conforming amendments to the Code required by the elimination of the requirement that one member of the Council serve on the Planning Commission..

As drafted, the ordinance would become effective July 1, 2008. That will hopefully allow sufficient time for the ordinance to be considered and adopted, and procedures implemented to fill the vacancy on the Commission that will be caused by the elimination of the Town Council position. Note also that as drafted the person appointed to fill the Commission vacancy would only serve until 2010, at which time the position would be filled for the normal 4 year term.

You will want to consider how to go about filling the vacancy on the Commission. Legally, I think it would be acceptable for you to either readvertise the new vacancy (as the Council has customarily done), or to simply make the appointment from those persons who applied most recently and are still willing to serve.

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

1 ***FOR WORKSESSION/FIRST READING –MAY 27***

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

5
6 COUNCIL BILL NO. ____

7
8 Series 2008

9
10 AN ORDINANCE AMENDING CHAPTER 2 OF TITLE 2 OF THE BRECKENRIDGE
11 TOWN CODE BY ELIMINATING THE REQUIREMENT THAT ONE MEMBER OF THE
12 TOWN OF BRECKENRIDGE PLANNING COMMISSION BE A MEMBER OF THE TOWN
13 COUNCIL; CREATING THE POSITION OF TOWN COUNCIL LIAISON TO THE
14 PLANNING COMMISSION; AND PROVIDING OTHER MATTERS RELATED TO THE
15 TOWN COUNCIL LIAISON TO THE PLANNING COMMISSION

16
17 WHEREAS, Section 9.3 of the Breckenridge Town Charter provides that the Town
18 Council may determine by ordinance whether one member of the Town Council is to serve as a
19 member of the Town of Breckenridge Planning Commission; and

20
21 WHEREAS, Chapter 2 of Title 2 of the Breckenridge Town Code currently provides that
22 one member of the Town Council is to serve as a member of the Planning Commission; and

23
24 WHEREAS, the Town Council finds and determines that Chapter 2 of Title 2 of the
25 Breckenridge Town Code should be amended to no longer require that one member of the Town
26 Council serve on the Planning Commission; and

27
28 WHEREAS, the Town Council further finds and determines that one of its members
29 should serve as the Town Council liaison to the Planning Commission; and

30
31 WHEREAS, it is necessary and appropriate to amend the Breckenridge Town Code to
32 eliminate the requirement that one member of the Town Council serve on the Planning
33 Commission, and to create and describe the position of Town Council liaison to the Planning
34 Commission.

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

38
39 Section 1. Section 2-2-2 of the Breckenridge Town Code is hereby amended so as to
40 read in its entirety as follows:

41
42 2-2-2: MEMBERSHIP REQUIREMENTS, APPOINTMENT:

43
44 The planning commission shall consist of seven (7) members who are residents
45 and electors of the town of ~~Breckenridge, one (and only 1) of whom shall be a~~

1 member of the town council. Commission members shall be appointed by a
2 majority vote of the town council.

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

6
7 2-2-3: TERM OF OFFICE:

8
9 The term of office for all members of the planning commission shall be four (4)
10 years, or until a successor takes office. **Each term of office shall commence on**
11 **November 1 of the year of appointment and shall end on October 31 of the**
12 **final year of the term. The terms of office shall be staggered. The terms of**
13 **office of four (4) members of the commission shall expire in 2010 (and every**
14 **fourth year thereafter), and the terms of office of the other three (3)**
15 **members expire in 2012 (and every fourth year thereafter).** The terms of the
16 three (3) commission members appointed in 1988 shall expire October 31, 1992;
17 and the terms of the three (3) commission members appointed in 1990 shall expire
18 October 31, 1994. The town council shall appoint one of its members to serve on
19 the planning commission as provided in Section 2-2-2-1. The term of the town
20 council member on the planning commission shall commence on the second
21 Tuesday of April in the year the appointment is made, and shall expire, subject to
22 the right of the council to remove the town council representative as provided in
23 section 2-2-5 of this chapter, on the second Tuesday of April the following year.

24
25 Section 3. Section 2-2-5 of the Breckenridge Town Code is hereby amended so as to
26 read in its entirety as follows:

27
28 2-2-5: REMOVAL:

29
30 After six (6) months of service, any ~~noncouncil~~ member of the planning
31 commission may be removed by an affirmative vote by five (5) members of the
32 town council; provided, however, that the council may not remove more than
33 three (3) ~~noncouncil~~ members in any twelve (12) month period, except the
34 council may remove additional ~~noncouncil~~ members upon a finding of
35 misconduct in office.

36
37 If removed under this section, the planning commissioner shall be given written
38 notice of such action within a three (3) day period. The removed planning
39 commission member may appeal the council's decision in writing within five (5)
40 days after said notice, and if appealed, the council shall set a hearing within
41 fourteen (14) days of written notice of the appeal, at which time the issue shall be
42 heard and a decision rendered.

43
44 ~~The town council representative to the planning commission may be removed at~~
45 ~~any time by a majority vote of the entire council.~~

1 Section 4. Subsection 2-2-9(B) of the Breckenridge Town Code is hereby amended so as
2 to read in its entirety as follows:
3

4 B. Notwithstanding the provisions of subsection A of this section, the town
5 council ~~member who serves on~~ liaison to the planning commission shall only
6 receive the compensation provided by section 1-7-1 of this code, and shall not
7 receive the additional compensation provided by subsection A of this section.
8

9 Section 5. Chapter 2 of Title 2 of the Breckenridge Town Code is hereby amended by the
10 addition of a new Section 2-2-10, to be entitled “Town Council Liaison To the Planning
11 Commission”, which shall read in its entirety as follows:
12

13 **2-2-10: TOWN COUNCIL LIAISON TO THE PLANNING COMMISSION:**
14

- 15 A. **The town council shall appoint one of its members to act as a liaison between the**
16 **town council and the planning commission. Such person is referred to in this**
17 **section as the “town council liaison.”**
18
- 19 B. **The town council liaison is a means of direct communication between the town**
20 **council and the planning commission on matters of common interest and**
21 **concern to the town council and the planning commission including, but not**
22 **limited to, general land use matters, proposed amendments to this code**
23 **concerning land use matters, proposed town projects, and general policy**
24 **discussions. The town council may further define the role of the town council**
25 **liaison; provided, however, that the town council liaison may never be**
26 **authorized to hear and decide specific land use applications coming before the**
27 **planning commission.**
28
- 29 C. **The term of the town council liaison commences on the second Tuesday of April**
30 **in the year the appointment is made, and expires on the second Tuesday of April**
31 **the following year; provided, however, that the term of the first town council**
32 **liaison appointed after the adoption of this section ends on the second Tuesday of**
33 **April in 2009. A member of the town council may be reappointed as the town**
34 **council liaison, and there is no limit to the number of successive terms as town**
35 **council liaison that may be served by any town council member.**
36
- 37 D. **The town council liaison is not a member of the planning commission, and has**
38 **no right to participate in the planning commission’s discussions or decision with**
39 **respect to any land use application.**
40
- 41 E. **The town council liaison may not participate in or attend any preliminary, final,**
42 **or combined preliminary and final hearing held by the planning commission**
43 **with respect to any land use application. If the town council liaison does**
44 **participate in or attend any such hearing, he or she may not participate in the**
45 **town council’s discussion or decision with respect to the possible call up of the**

1 planning commission's decision on such application, or in any call up hearing
2 held by the town council with respect to such application.

- 3
4 F. Except as provided in subsection E, the town council liaison is not disqualified
5 from participating in the town council's discussion and decision with respect to
6 the possible call up of any decision of the planning commission, or any call up
7 hearing conducted by the town council with respect to a specific decision of the
8 planning commission, solely as a result of serving as the town council liaison.
9
10 G. The town council liaison serves at the pleasure of the town council, and may be
11 removed at any time by a majority vote of the entire council.
12

13 Section 6. Subsection 9-1-18-5(A)(1)(f) of the Breckenridge Town Code is hereby
14 repealed.

15
16 Section 7. Subsection 9-2-3-4(B)(5) of the Breckenridge Town Code is hereby repealed.
17

18 Section 8. The term of office of the member of the planning commission appointed in
19 2008 to fill the vacancy created by the elimination of the requirement that one member of the
20 planning commission also be a member of the town council shall end October 31, 2010. At that
21 time, a successor shall be appointed for a full four (4) year term.
22

23 Section 9. Except as specifically amended hereby, the Breckenridge Town Code, and the
24 various secondary codes adopted by reference therein, shall continue in full force and effect.
25

26 Section 10. The Town Council hereby finds, determines and declares that it has the power
27 to adopt this ordinance pursuant to: (i) Section 9.3 of the Breckenridge Town Charter; (ii)
28 the Local Government Land Use Control Enabling Act, Article 20 of Title 29, C.R.S.; (iii) Part 3
29 of Article 23 of Title 31, C.R.S. (concerning municipal zoning powers); (iv) Section 31-15-103,
30 C.R.S. (concerning municipal police powers); (v) Section 31-15-401, C.R.S.(concerning
31 municipal police powers); and (vi) the authority granted to home rule municipalities by Article
32 XX of the Colorado Constitution.
33

34 Section 11. This ordinance shall be published as provided by Section 5.9 of the
35 Breckenridge Town Charter, and shall become effective July 1, 2008.
36

37 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
38 PUBLISHED IN FULL this ____ day of _____, 2008. A Public Hearing shall be held at the
39 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
40 _____, 2008, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
41 Town.

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

MEMO

TO: Town Council
FROM: Laurie Best, Community Development Department
DATE: May 20, 2008
RE: Mercy Housing Development Agreement-Valley Brook Site

In late 2007 the Town began the process to select a developer for affordable housing on the Town-owned Valley Brook site. The site is approximately 4.4 acres just north of the childcare center and the police station. A selection committee reviewed qualification from nineteen firms that responded to a Request for Qualifications and expressed interest in the project. The committee narrowed the field to the six top firms. After reviewing specific proposals from the six firms, that included design concepts and preliminary project proformas, the selection committee opted to proceed with Mercy Housing as the developer for the Valley Brook site. The committee felt that Mercy's demonstrated experience with affordable housing, particularly with the funding, financing, and grants would be very beneficial and key to a successful housing development.

Around the first of March we notified Mercy and began work on an Agreement that outlines the responsibilities of the Town and of Mercy relative to this development project. Because of the significance of the project and because the project will ultimately involve transferring ownership of the property, the Town Attorney has recommended this agreement be reviewed by the Council, and, if acceptable, be approved by the Council via a resolution. A resolution is included in your packet along with the draft of the Agreement dated May 21, 2008.

There have been several iteration of the Agreement and the May 21st draft that is included in your packets addresses comments, edits, and revisions that have been provided by staff to Mercy Housing. Staff believes that for the most part, the draft that is included in your packets reflects the terms of the deal as envisioned. There are still two issues that are under discussion, and these are described below under *Unresolved Issues*. We hope to work with Mercy to determine how best to address the unresolved issues and we may have resolution prior to May 27th. In that case we will present a final draft of the agreement to the Council, and the Council would have the option of approving the resolution/agreement during the evening session. In any event, we would like to present the agreement and discuss the key deal points. Following is a summary of the key issues including Mercy's obligation under the agreement, the process, the Town's obligations, and a description of the two issues still under discussion.

Mercy's Key Obligations:

- Mercy Housing Colorado (the "Developer") is to construct or cause to be constructed between 40 and 60 affordable 'for sale' units on the property;
- Mercy Housing Colorado (the "Developer") is to construct (at the Town's expense) a Community Park within the project;

- Mercy Housing Colorado (the “Developer”) is to sell the units to Qualified Buyers with at least 50% of the units targeted to households up to 80% AMI and the remainder targeted to households up to 120% AMI;
- Mercy Housing Colorado (the “Developer”) is to select consultants and to coordinate, manage, and oversee the plans, specification, and drawings for the project, it being understood that all such plans are subject to the Town’s approval;
- Mercy Housing Colorado (the “Developer”) will prepare and submit project budget and project proforma to the Town for approval;
- Mercy Housing Colorado (the “Developer”) is to obtain all licenses and permits for the financing, construction, marketing, sale, operation of the project;
- Mercy Housing Colorado (the “Developer”) is to monitor and take reasonable action to require all consultants comply with the terms of their contracts and agrees to perform the services with due diligence at least equivalent in quality and efficiency to the manner in which other experienced reputable developers and construction managers perform similar services;
- Mercy Housing Colorado (the “Developer”) will prepare project schedule, HOA documents, deed restriction (acceptable to the Town), sales contracts, owners manuals, etc.; and
- Mercy Housing Colorado (the “Developer”) will retain DTJ at the Town’s expense to provide architectural consultation for the project on the Town’s behalf

Process:

- During a Feasibility Review Period the Developer will perform inspections and analysis of the property. The Feasibility Period extends until the property is conveyed by the Town to the Developer;
- Developer shall deliver written notice to the Town of Developer’s readiness to proceed with the development and construction of the project. The notice will include final project budget, final program, approved plans, and the amount of the Town subsidy;
- Upon 60 days of the Towns receipt of the notice the Town shall exercises its discretion to adopt an ordinance to donate the property for development and construction of the project;
- Prior to the conveyance of the land the developer may terminate the agreement in which case the developer shall pay all costs and expenses incurred;
- In addition to its right to terminate for cause, prior to the conveyance of the land if the Town desires to terminate the agreement it shall provide the developer with written notice, the developer shall submit a detailed itemization of costs incurred, and the Town shall pay the developer’s reimbursable costs.

The applicant has prepared a timeline that identifies the schedule and milestones. While the Town Project process will be used for formal entitlements, the project process that is outlined includes six design sessions with the Housing Committee, a community open house, two work sessions with the Planning Commission, and two work sessions with the Council to complete an acceptable design prior to submittal of the development permit application to Planning Commission. In its role as a non-regulator collaborator and in its

role as a regulator the Town has the ultimate ability to control the project. The intent is to create a project that meets the needs of the community, satisfies the quality and design expectation of the Town, and represents a fiscally responsible public investment.

Key TOB Obligations:

- The Town agrees to waive fees and to cooperate with the Developer in requesting Breckenridge Sanitation District fees.
- The Town agrees to cooperate in obtaining project financing.
- The Town will provide a subsidy for the project-the amount is yet to be determined, but must be acceptable and approved by the Town prior to conveying the land to Mercy

Unresolved Issues

As of May 21st, we are still working with Mercy on two issues related to the agreement. The issues have to do with the priority position of the deed restriction and on reconveyance of the land should there be an issue with the project. We hope to have these issues resolved prior to the meeting on May 27th in which case we will present a final draft of the agreement for your consideration. If we have not resolved those issues we will still plan on presenting the agreement and discussing the terms with the Council.

We look forward to your comments on the agreement and on the project in general. Thank you.

1 ***FOR WORKSESSION/ADOPTION – MAY 27***

2
3 A RESOLUTION

4
5 SERIES 2008

6
7 A RESOLUTION APPROVING A DEVELOPMENT AND CHARITABLE CONTRIBUTION
8 AGREEMENT WITH MERCY HOUSING COLORADO CONCERNING THE
9 DEVELOPMENT OF AN ATTAINABLE HOUSING PROJECT ON TOWN-OWNED REAL
10 PROPERTY; AND MAKING CERTAIN LEGISLATIVE FINDINGS AND
11 DETERMINATIONS IN CONNECTION THEREWITH
12

13 WHEREAS, the Town of Breckenridge (“Town”) through a request for qualifications and
14 request for proposal process has identified and selected Mercy Housing Colorado, a Colorado
15 non-profit corporation (“Mercy”), as a responsible party to develop and sell between 40 and 60
16 attainable housing units on a portion of the Town’s real property currently known as Tract D,
17 Final Plat, A Replat of Block 11, An Amended Replat of Breckenridge Airport Subdivision,
18 according to the plat recorded August 3, 2005 under Reception No. 797050 of the records of the
19 Clerk and Recorder of Summit County, Colorado (the “Attainable Housing Project”); and
20

21 WHEREAS, a proposed form of Development and Charitable Contribution Agreement
22 between the Town and Mercy concerning the Attainable Housing Project has been prepared, a
23 copy of which is marked Exhibit “A”, attached hereto and incorporated herein by reference (
24 “Agreement”); and
25

26 WHEREAS, if the Agreement is approved, the Town will be obligated to convey to
27 Mercy at no cost the Town-owned real property upon which the Attainable Housing Project is to
28 be developed, and the Town will further be obligated to provide a cash subsidy to Mercy related
29 to the development of the Attainable Housing Project, all as more fully described in the
30 Agreement; and
31

32 WHEREAS, the Town Council of the Town of Breckenridge has reviewed the proposed
33 Agreement, and finds and determines that it would be in the best interests of the Town and its
34 residents for the Town to enter into the proposed Agreement; and
35

36 WHEREAS, Rule 6.1(b) of the Council Procedures and Rules of Order provides that a
37 resolution may be used to approve a contract.
38

39 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
40 BRECKENRIDGE, COLORADO, as follows:
41

42 Section 1. The Town Council finds, determines, and declares as follows:
43

44 1. In Section 29-26-101(1), C.R.S., the Colorado legislature has found and declared that:
45

1 A. “(i)t is in the public interest to maintain a diverse housing stock in order to
2 preserve some diversity of housing opportunities for the state’s residents and
3 people of low-and moderate-income.
4

5 B. A housing shortage for persons of low- and moderate-income is detrimental to
6 the public health, safety and welfare. In particular, the inability of such persons to
7 reside near where they work negatively affects the balance between jobs and
8 housing in many regions of state and has serious detrimental transportation and
9 environmental consequences.
10

11 2. The determinations made by the Colorado legislature in Section 29-26-101(1),
12 C.R.S., are applicable to affordable housing within the Town of Breckenridge.
13

14 3. In *Town of Telluride v. Lot 34 Venture, LLC*, 3 P.3d 30, 38 (Colo. 2000) the
15 Colorado Supreme Court found that the a municipality (along with the state) has a “significant
16 interest in maintaining the quality and quantity of affordable housing.”
17

18 4. The Town of Breckenridge lacks sufficient affordable housing (also referred to as
19 “attainable housing”) for the citizens of the Town.
20

21 5. The development of an adequate supply of attainable housing within the Town of
22 Breckenridge is a top priority of the Town Council.
23

24 6. In an effort to address the lack of sufficient attainable housing within the Town the
25 Town Council has adopted a housing plan, and has committed significant amounts of public
26 resources, in the form of both public funds and the expenditure of substantial amounts of Town
27 staff time, to the development and implementation of a housing strategy designed to make more
28 attainable housing available to the citizens of the Town.
29

30 7. The development of the Attainable Housing Project described in the proposed
31 Development and Charitable Contribution Agreement (Exhibit “A” hereto) will provide 40-60
32 affordable “for sale” housing units that will significantly assist in the provision of attainable
33 housing for people who work within the Town and desire to live near where they work.
34

35 8. The development of the Attainable Housing Project in the proposed Development and
36 Charitable Contribution Agreement will serve a substantial public purpose.
37

38 Section 2. For the reasons set forth in Section 1 of this resolution, the Town Council
39 finds, determines, and declares that the approval of the proposed Development and Charitable
40 Contribution Agreement with Mercy Housing Colorado, a Colorado non-profit corporation
41 (Exhibit “A” hereto), and the conveyance of the Town-owned real property and the provision of
42 funds by the Town for the development of the Attainable Housing Project as more fully set forth
43 in the proposed Development and Charitable Contribution Agreement, will provide a public
44 benefit and further a public purpose within the meaning of Article 11, Section 2 of the Colorado
45 Constitution. The Town Council further finds, determines and declares that the Town will
46 receive adequate consideration in return for its financial contribution to the development of the

1 Attainable Housing Project as required by the proposed Development and Charitable
2 Contribution Agreement.

3
4 Section 3. The proposed Development and Charitable Contribution Agreement with
5 Mercy Housing Colorado, a Colorado non-profit corporation (Exhibit "A" hereto) is approved,
6 and the Town Manager is hereby authorized, empowered, and directed to execute such
7 agreement for and on behalf of the Town of Breckenridge.

8
9 Section 4. Prior to signing the Agreement, and with the concurrence of the Town
10 Attorney, the Town Manager is authorized, empowered, and directed to fill in any blanks in the
11 approved agreement or to attach any missing or omitted exhibits to the agreement.

12
13 Section 5. Minor changes to or amendments of the approved agreement may be made by
14 the Town Manager if the Town Attorney certifies in writing that the proposed changes or
15 amendments do not substantially affect the consideration to be received or paid by the Town
16 pursuant to the approved agreement, or the essential elements of the approved agreement.

17
18 Section 6. This resolution shall become effective upon its adoption.

19
20 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2008.

21
22 TOWN OF BRECKENRIDGE

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

28
29 ATTEST:

30
31
32
33 _____
34 Mary Jean Loufek,
35 CMC, Town Clerk

36
37 APPROVED IN FORM

38
39
40
41 _____
42 Town Attorney Date

**DEVELOPMENT
AND
CHARITABLE CONTRIBUTION
AGREEMENT
(Draft-5/21/08)**

THIS DEVELOPMENT AND CHARITABLE CONTRIBUTION AGREEMENT ("Agreement") is made and entered into this ____ day of May, 2008 (the "Effective Date"), by and between MERCY HOUSING COLORADO, a Colorado non-profit corporation (the "Developer"), the TOWN OF BRECKENRIDGE, a municipal corporation (the "Town").

RECITALS:

A. The Town owns certain real property located in Summit County, Colorado, described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property").

B. The Town, through a request for qualifications and request for proposal process (collectively, the "Selection Process"), has identified and selected Developer as a responsible party to develop, construct and sell Units within the Project (as the terms "Units" and "Project" are defined below). The proposal to develop, construct and sell the Project submitted by Developer to Town as part of the Selection Process is attached hereto as **Annex I**.

C. The Town intends to make a charitable contribution of the Property to Developer and Developer intends to develop and construct a 40-60-unit affordable "for-sale" housing project on the Property (the "Project"). Each unit to be developed and constructed by Developer within the Project is hereinafter referred to as a "Unit" and collectively as the "Units."

D. Developer is securing all financing necessary for development and construction of the Project, including hard and soft costs associated with construction of the Units (hereinafter the "Project Financing").

E. Developer intends to retain such architects, engineers, contractors and other similar consultants, agents and professionals as may be necessary for the design, approval, permitting, development, construction, marketing and sale of the Units (any such persons or entities retained from time to time by Developer are referred to herein as the "Consultants", and the contracts and agreements entered into by Developer with such Consultants are referred to herein as the "Consulting Agreements").

F. Developer intends to retain DTJ Design, **Inc.**, at Town's sole cost and expense, to provide architectural design consultation for the Project on the Town's behalf ("Town Consultant") subject to Town approval. Town shall pay all of DTJ Design Inc.'s fees and costs pursuant to a separate contract between these parties.

G. The Town desires to retain Developer to perform pre-development management services with respect to the preparation of a conceptual design and feasibility analysis for the

Project and, following completion of such design and feasibility analysis and approval of the same by Town and Developer, desires Developer to : (a) implement and coordinate the design, approval, permitting, financing, financial analysis, and other similar services required for development and construction of the Project; and (b) acquire title to the Project and develop the Project including construction of the Project and sale of the Units to Qualified Buyers (as hereinafter defined).

H. Developer desires to provide such pre-development, development and construction management services to the Town and acquire title to the Property for development and construction of the Project, in each upon and subject to the terms and conditions set forth herein.

I. During the pre-development, development, construction, and sale phases of the Project, the Town shall perform a regulatory and administrative role customary of a town and also act as a non-regulatory collaborator with Developer. In instances herein when it is necessary to distinguish between the two roles the Town will undertake with regard to the development of the Project, the Town shall be referred to herein as the "Town Committee" when referencing the Town in its role as a non-regulatory collaborator of Developer, and as the "Town" when acting in its regulatory and administrative capacity as the regulatory authority.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

RETENTION OF DEVELOPER

Section 1.1 Developer. The Town hereby retains Developer to perform pre-development, pre-construction, development and construction management services as described in Article II hereof.

Section 1.2 Standard of Performance. Developer agrees to perform the services required to be performed of it hereunder with due diligence in a manner at least equivalent in quality and efficiency to the manner in which other experienced reputable developers and construction managers perform similar services for projects of like kind and size as the Project and exercising reasonable effort, skill and expertise in the best interest of the Town and the Project.

Section 1.3 Authority. Subject to the terms and provisions of this Agreement, Developer shall have the authority to make and implement day-to-day decisions that are necessary in the performance of its obligations hereunder, to render directions to all third parties in connection therewith and to execute certain documents consistent with services enumerated in Article II on behalf of the Town in connection therewith.

Section 1.4 Term. The term of this Agreement shall commence on the date hereof and shall continue until the earlier of: (a) either Town's or Developer's early termination of this Agreement pursuant to a right to do so hereunder; or (b) all of Developer's obligations under this Agreement have been satisfied (the "Termination Date").

ARTICLE II

SERVICES; DEVELOPER'S OBLIGATIONS

Section 2.1 Services. During the period from the date hereof until the Termination Date, Developer shall do all things reasonably necessary to facilitate all aspects of the design of the Project (including schematic, conceptual, and construction drawings, plans and specifications), and the approval, permitting, construction, financing, marketing and sale of the Project, including the following services:

(a) Prepare a financial plan, financial analysis and feasibility studies for the Project and for use in obtaining the required Financing.

(b) Select all Consultants necessary to perform the Services and negotiate and enter into Consulting Agreements for the design, construction, marketing, and sale of the Project.

(c) Consult with the Summit County Housing Authority (the "Housing Authority") to develop a marketing program for the sale of the Units to low and moderate income families as more fully set forth in Section 5.3.

(d) Negotiate the terms and conditions of the financing and Financing Documents.

(e) Develop, in consultation with its energy Consultant, Enermodal, a comprehensive energy supply and demand program for incorporation into the design and construction of the Project. The comprehensive energy efficiency program will include a feasibility analysis of a central heating system for the Project.

(f) Coordinate, manage, and oversee the preparation of all plans, specifications and drawings (and any amendments thereto) by the architects and engineers for the Project in consultation with the Town Committee, it being understood that all such plans, specifications and drawings and amendments thereto shall be subject to the Town's approval. Developer shall assist such Consultants in the development of the design for the Project, including the schematic Project design and outline specifications, and render its best advice and judgment as to conceptual designs, site use and improvements, engineering, selection of materials, building systems and equipment, relative construction feasibility, availability of materials and labor, time requirements for installation and construction and factors relating to cost, including cost of alternative engineering, designs and materials.

(g) Consult with: (i) the Town Committee; (ii) the engineers performing the design for mechanical, structural, electrical, civil, and plumbing; and (iii) architect regarding the drawings and specifications as they are being prepared and recommending alternative selections

wherever design details affect construction feasibility, cost or schedule, including providing recommendations and information to the Town and the architect regarding the assignment of responsibility for safety precautions and programs, temporary Project facilities equipment, materials and services.

(h) Obtain all necessary licenses and permits required for the financing, development, construction, marketing and sale of the Project, and all other necessary licenses and approvals required for the ownership, marketing, sale and operation of the Project, including, without limitation, those related to assuring the availability of utilities to the Project.

(i) Ensure that the Project is designed and constructed in accordance with all applicable laws, ordinances, regulations, building codes, approved plans, approved budget, and other government requirements, including, without limitation, all zoning regulations.

(j) Review all construction documents for the Project and advise and consult with the Town Committee, Town Consultant and Consultants in connection therewith.

(k) Prepare a Project time schedule, together with necessary revisions thereto as appropriate from time to time, in consultation with the Town Committee and Town Consultant.

(l) Schedule, prepare agendas and attend meetings with the Town, Town Committee, or so many of the said parties as shall be necessary at such times and places as shall be appropriate to render periodic oral and written status reports on the progress of any work related to the Project; and send to the Town Committee promptly after transmission copies of all draw requests. Such information shall be subject to the provisions of Section 7.2.

(m) Prepare and submit to the Town Committee for approval, as and when reasonably required or requested by the Town Committee, proposed development and construction budgets for the Project in such detail as the Town Committee may reasonably request and, without limitation of the foregoing, showing (i) all projected direct and indirect costs for development, construction and sale of the Project, (ii) construction, marketing, financing and carrying costs of the Project, and (iii) costs of ownership and operation thereof through the completion of construction of the Project. Developer shall prepare a pro forma ("Project Pro Forma") consisting of a written description of assumptions and results based on schematic design which will include (i) a full description of the Project commensurate with the schematic design level of detail, (ii) the anticipated total Project cost (including, without limitation, construction, financing, architects, engineers and other professional fees), and (iii) the anticipated annual operation expenses of the homeowner's association to be created by Developer for the Project following completion of construction of the Project and commencement of Units sales at the Project. The Project Pro Forma shall be updated not less often than once in each calendar quarter and, at the Town Committee's reasonable request, shall be updated more often. Such information shall be subject to the provisions of Section 7.2.

(n) Construct or cause to be constructed the Project and all Units therein in accordance with plans, budget, and specifications approved by the Town and Town Committee in compliance with all applicable laws, rules, ordinances and regulations of the Town and any

other governmental agency or authority having jurisdiction over the Project. Manage all punchlist and warranty issues.

(o) Monitor and take reasonable action to require that all Consultants comply with all of the terms of their contracts and all applicable laws, ordinances, rules, regulations and restrictions governing the development and construction of the Project, including environmental laws.

(p) Develop and implement, in consultation with the Housing Authority and with Town's prior approval: (i) a marketing and sales program for the sale of Units in the Project to Qualified Buyers; and (ii) a form of deed restriction to be imposed on all Units in the Project prior to the first sale of each Unit in order to assure that all Units remains subject to the affordability restrictions described in Sections 5.3 and 5.4 hereof upon any re-sale of such Units. The Housing Authority and Developer shall enter into a separate agreement setting forth the terms of such marketing and sales program.

(q) Prepare planned community or condominium documentation, as applicable, including, a declaration of covenants, conditions and restrictions for the Project, and a set of rules and regulations for the Project.

(r) Cause to be formed a homeowners association for the Project pursuant to articles of incorporation and bylaws conforming with applicable Colorado law.

(s) Develop a standard form of Unit purchase and sale contract for sale of Units at the Project and a form of deed restriction acceptable to the Town to be placed on all Units prior to sale; enter into Unit purchase and sale contracts for Units at the Project with Qualified Buyers; and sell the Units to Qualified Buyers.

(t) Prepare an owners' manual for the ongoing operations of the mechanical operations of the Units.

(u) Provide general monitoring and reports on the progress of the work.

(v) In the event a district heating plant is included in the Project, develop a plan in conjunction with the Town Committee for operation of the plant and infrastructure

Section 2.2 Delegation. Developer shall cause each of its officers and employees to devote so much of their time and efforts to the Project as is necessary for Developer to perform its obligations as required hereby through the term of this Agreement.

Section 2.3 Construction of Community Park. In addition to the services to be performed by Developer pursuant to Section 2.1 hereof and the observance and performance of Developer's other covenants and obligations hereunder, in the event Developer elects to proceed with development and construction of the Project by giving Town and Town Committee the Charitable Contribution Notice defined and described in Section 4.1 hereof, Developer shall, as part of its development and construction of the Project: (a) dedicate approximately one quarter of one (1) acre of the land underlying the Project to the Town for construction and operation of a

community park (the "Park"), the final location and size of which shall be mutually acceptable to Town and Developer; and (b) construct, at Town's sole cost and expense, all improvements for such Park according to plans, specifications and a budget for such Park approved by Developer and Town. Such dedication shall occur at the time of final platting for the Project and, following completion of construction of the Park and improvements therein, shall be accepted by the Town upon expiration of any required warranty period (which in no event shall exceed **two (2) years** following substantial completion of the Park and related improvements therein). The cost of such Park and all improvements to be constructed by Developer in connection therewith, including, but not limited to, all of Developer's hard and soft costs and all of Developer's overhead and other out-of-pocket costs associated therewith shall be advanced by Town concurrently with the disbursement of the Town Subsidy (as hereinafter defined) in accordance with Section 5.2 hereof and shall be in addition to, and not constitute a part of, such Town Subsidy. During the two (2) year warranty period Town shall provide all required routine (non-warranty work) maintenance and upkeep for the Park. Following acceptance by the Town of such Park and related improvements in accordance with Town's applicable subdivision rules and regulations (subject to the **two (2) year** warranty requirement), Town shall be and remain solely responsible for owning, operating, maintaining, repairing, replacing, constructing and reconstructing the Park and any improvements from time to time located therein.

Section 2.4 Cooperation. Subject to and consistent with the Town's rights hereunder to approve and control various aspects of the development and construction of the Project, the Town and Town Committee shall (a) cooperate with Developer in a timely and expeditious manner, and (b) provide full information regarding its requirements for the development and construction of the Project and each component thereof. Notwithstanding anything to the contrary contained herein, following conveyance of the Property to Developer in accordance with Section 4.2 hereof, subject to the obligations of Town to exercise its regulatory and administrative authority in approving the design, zoning, subdivision, development, land use planning, construction, marketing and sale of the Project (in each case in a manner that is not arbitrary or capricious), the Town and Town Committee shall not withhold any consent or approval required of it hereunder, in each case so long as such consent or approval does not, in Developer's reasonable good faith judgment: (i) materially alter the conceptual design of the Project as established and agreed upon by Town and Developer at or prior to expiration of the Feasibility Review Period; (ii) reduce the number of Units to be sold to Qualified Buyers pursuant to Section 5.3 hereof or alter the definition of Qualified Buyers set forth in Section 5.3(b) hereof.; or (iii) modify the form of any deed restriction previously agreed upon by Developer and Town for use in connection with Unit sales to Qualified Buyers in a manner that would reduce the burden on any Unit within the Project to be encumbered by such deed restriction (whether by reducing the term of the affordability restriction established therein; increasing any income limitations for Qualified Buyers, or otherwise).

ARTICLE III

FEASIBILITY REVIEW PERIOD; INSPECTION OF THE PROPERTY

Section 3.1 Feasibility Review Period. The "Feasibility Review Period" shall commence on the Effective Date and shall continue until the property is conveyed pursuant to Section 4.2.

Section 3.2 Inspection of Property. Commencing on the Effective Date and continuing through the expiration of the Feasibility Review Period, Developer and Developer's agents, employees and Consultants shall have the right to enter upon the Property to conduct or cause to be conducted upon the Property ground tests, soil analyses, topographical surveys, engineering studies and other physical examinations of the Property as Developer may deem necessary, and Developer may otherwise do that which, in the sole opinion of Developer, is necessary for Developer to satisfy itself with regard to the physical condition of the Property and all other aspects of the Property (the "Inspection"). If required by Town, Developer shall, to the extent practicable, restore the Property to its prior condition within a reasonable time after any entry made upon the Property pursuant to this Section. To the extent of Developer's available liability insurance, Developer shall indemnify and defend the Town from all claims arising by reason of any entry upon the Property made pursuant to this Section. The obligations of this Section shall survive the termination of this Agreement.

Section 3.3 Existing Property Documents. During the term of this Agreement, upon reasonable written request by Developer (the "Document Request"), the Town shall deliver or make available to Developer within ten (10) days of the Town's receipt of the Document Request, any existing documents related to the Property, including, without limitation, financial feasibility studies or analyses, marketing information, existing surveys, environmental reports, and soils studies that are in the Town's possession or can be obtained without unreasonable effort and expense.

Section 3.4 Review of Title and Survey. Following the Effective Date, Developer may, at its sole cost and expense, order an updated title commitment and updated survey of the Property. Town agrees to cooperate with Developer in providing any information it may have regarding the status of title to the Property and agrees to remove any monetary liens encumbering the Property, whether existing on the date hereof or first arising subsequent to the date hereof. Town further agrees to execute such affidavits at closing on the transfer of the Property to Developer pursuant to Section 4.2 hereof as may be necessary or required by Developer or its lenders to obtain extended coverage title insurance policies. Developer shall pay the cost of all title insurance premiums required for issuance of any title policies at closing on its acquisition of the Property pursuant to Section 4.2 hereof. The provisions of this Section shall survive the expiration of the Feasibility Review Period.

Section 3.5 Developer's Right to Terminate During Feasibility Review Period. If at any time during the Feasibility Review Period Developer determines that is not satisfied for any reason, or no reason, in its sole discretion, with the results of its Property investigations, the feasibility of the Property for Developer's contemplated development of the Project as for-sale affordable housing, the status of title to the Property, the zoning or any other entitlements

necessary for the development and construction of the Project, the results of any updated survey of the Property, or any other condition or aspect of the Property or Developer's planned development of the same, whether known or unknown on the Effective Date, and Developer notifies the Town and Town Committee in writing of its election to terminate this Agreement ("Inspection Termination Notice"), this Agreement shall, without further action by Developer, the Town or Town Committee, become null and void, and all of the parties to this Agreement shall be released from any and all further obligation or liability hereunder. In the event Developer terminates the Agreement pursuant to this Section 3.5, Developer shall pay all costs and expenses incurred by Developer in connection with the performance of its services hereunder, including performance of any feasibility analysis of the Property undertaken by Developer, in each case from the Effective Date through and including the date on which the Town and Town Committee receive the Inspection Termination Notice. In such event, neither Town nor Town Committee shall be liable for any services performed by Developer pursuant to this Agreement.

Section 3.6 Town's Right to Terminate During the Feasibility Review Period. In addition to the Town's right to terminate this Agreement for cause pursuant to Section 6.1 hereof, the Town shall have the further right to terminate this Agreement at any time during the Feasibility Review Period, in each case upon and subject to the following terms and conditions:

(a) If Town desires to terminate this Agreement pursuant to this Section 3.6, it shall provide Developer with written notice of such election ("Town's Termination Notice") at any time during the Feasibility Review Period.

(b) Developer shall thereafter have ten (10) days following receipt of Town's Termination Notice to provide a detailed itemization of all costs, fees and expenses incurred by Developer in the preparation, negotiation, execution and delivery of this Agreement, its inspection and investigation of the Property and feasibility of the Project for Developer's intended purposes and its financing, development, construction, marketing and sale of the Project. All such costs and expenses incurred by Developer including, but not limited to, Developer's attorneys' fees and costs, costs and expenses of all appraisals, title reports, surveys, environmental and soil studies and reports, energy savings and feasibility studies and reports, engineering fees and expenses (whether related to environmental, mechanical, structural, heating, civil engineering, electrical or otherwise), all costs, fees and expenses incurred by Developer related to any financing then obtained or to be obtained by Developer for the Project (whether relating to commitment or origination fees or good-faith deposits, attorneys' fees and costs of any lender's in-house or outside counsel, title insurance and survey charges, appraisals, environmental reports or otherwise), all costs, fees and expenses incurred by Developer or paid by Developer to third parties in connection with any land use planning and/or design of the Project (whether to architects, engineers, other consultants or otherwise), all costs, fees and expenses incurred by Developer or paid by Developer to third parties in connection with any construction work undertaken by such parties in, on or at the Project, and all other costs, fees, charges and expenses incurred by Developer or paid by Developer to third-parties in connection with Developer's acquisition, due diligence and feasibility analysis, or inspection, development, design, construction, financing, marketing and/or sale of the Project, in each case up to and

including the date of Developer's receipt of the Town's Termination Notice, are hereinafter collectively referred to as the "Developer's Reimbursable Costs."

(c) Town shall have a period of twenty one (21) days following its receipt of Developer's itemized listing of Developer's Reimbursable Costs within which to pay such Developer's Reimbursable Costs to Developer by wire transfer funds pursuant to wiring instructions provided by Developer in its itemized listing of Developer's Reimbursable Costs.

(d) Upon Town's payment of Developer's Reimbursable Costs to Developer, this Agreement shall automatically terminate and be of no further force and effect, except for those terms and provisions hereof which by their terms expressly survive closing or termination. If Town fails or refuses to pay Developer the Developer's Reimbursable Costs within the aforesaid (twenty one (21) day period, Seller's Termination Notice shall be deemed revoked and this Agreement shall remain in full force and effect.

Section 3.7 Town's Ownership of Property. Town hereby represents and warrants to Developer that it currently owns the Property free and clear of all liens and encumbrances, except easements of record in the office of the Summit County, Colorado Clerk and Recorder ("Permitted Encumbrances"); that it will own the Property on and as of the Closing Date free and clear of all liens and encumbrances except the Permitted Encumbrances and any other encumbrance approved by Developer prior to Closing; and that the title insurance policy to be obtained by Developer on the Closing Date for the Property shall specifically so provide.

ARTICLE IV

CHARITABLE CONTRIBUTION OF THE PROPERTY; NO RIGHT TO SHARE IN SALES PROCEEDS, PROFITS OR DEVELOPER FEES; DEVELOPER'S INDEMNITY AND INSURANCE

Section 4.1 Charitable Contribution Notice. Developer shall deliver written notice to the Town (the "Charitable Contribution Notice") of Developer's readiness to proceed with the development and construction of the Project at such time as Developer has completed the Inspection, secured all required Financing, entered into all Consulting Agreements and otherwise made all arrangements necessary to proceed with the development and construction of the Project. The Charitable Contribution Notice will include the final project budget, final program, approved plans, final project schedule, and Town Subsidy as described in Article V Section 5.2.

Section 4.2 Charitable Contribution Closing. Subject to the provisions of Section 4.3, within sixty (60) days after the Town's receipt of the Charitable Contribution Notice (the "Closing Date"), or as earlier agreed upon by the parties, the Town shall (a) exercise its reasonable discretion to adopt an ordinance, following posting of all required notices and holding of all required public hearings, pursuant to which it approves the donation of the Property to Developer for development and construction of the Project; and (b) execute all documents necessary to convey the Property to the Developer including a special warranty deed substantially in the form on **Exhibit B** attached hereto and incorporated herein by this reference, conveying good and marketable title to the Property to Developer, subject only to the permitted exceptions on **Exhibit B** to the special warranty deed.

Section 4.3 Extension of Closing If Referendum. The parties acknowledge that the conveyance of the Property to Developer pursuant to this Agreement must be approved by ordinance pursuant to the Town's Charter, and that the adoption of such ordinance is subject to the citizens' right of referendum. If an affidavit concerning a potential referendum is filed by a petitioner's committee within ten (10) days after final adoption of the ordinance as required by the Town's Charter, the Closing Date shall be delayed until it is determined if the required number of signatures is submitted to the Town Clerk to force a referendum election. If the required number of signatures is not submitted to the Town Clerk, closing shall proceed as soon as practicable after such determination is finally made. If an election on the ordinance is required, the Closing Date shall be further delayed until the election is held and the outcome of the election is finally determined. If the ordinance is approved at the referendum election, closing shall proceed as soon as practicable after such determination is finally made. If the ordinance shall be defeated at the referendum election, this Agreement shall terminate, but the Town shall then pay Developer all sums described under Section 3.6(b) in full and complete satisfaction of all Town's obligations to Developer under this Agreement. Town shall pay all costs and expenses associated with any referendum proceeding, including all election costs.

Section 4.4 Town Action Prior to Closing. Prior to the Closing Date, the Town shall take all necessary Town action to ensure the Town's authority to convey the Property to Developer and shall execute such resolutions, or other documents, necessary to evidence the Town's authority to convey the Property to Developer.

Section 4.5 Property Contributed "As Is". EXCEPT AS IS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE CHARITABLE CONTRIBUTION OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON A STRICTLY "AS IS" "WHERE IS" BASIS AS OF THE CLOSING DATE, AND THE TOWN MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, ANY EXISTING IMPROVEMENTS LOCATED THEREON OR ANY SOIL CONDITIONS RELATED THERETO. NOTWITHSTANDING THE FOREGOING, THE PARTIES UNDERSTAND, ACKNOWLEDGE AND AGREE THAT IN THE EVENT DEVELOPER'S INVESTIGATION AND INSPECTION OF THE PROPERTY DURING THE FEASIBILITY REVIEW PERIOD REVEALS ENVIRONMENTAL CONTAMINATION OF THE PROPERTY OR OTHER PROBLEMS THAT REQUIRE ENVIRONMENTAL REMEDIATION OF THE PROPERTY, THE AMOUNT OF THE TOWN'S SUBSIDY TO BE PROVIDED BY TOWN PURSUANT TO SECTION 5.2 HEREOF WILL LIKELY NEED TO BE INCREASED TO ADDRESS SUCH REMEDIATION ISSUES. THE PARTIES AGREE TO COOPERATE AND NEGOTIATE WITH EACH OTHER IN GOOD FAITH IN REGARDING ANY CHANGES TO THE TOWN'S SUBSIDY MADE NECESSARY AS A RESULT OF SUCH ENVIRONMENTAL REMEDIATION ISSUES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING AND SHALL BE FULLY ENFORCEABLE THEREAFTER.

Section 4.6 No Right to Share in Sales Proceeds, Profits or Developer Fees. Town and Town committee each acknowledge and agree that they shall not be entitled to payment of any sales proceeds resulting from Developer's sale of the Units nor any right to any profits or developer's fee earned or realized by Developer as a result of its development, construction, marketing and sale of the Project.

Section 4.7 Developer's Indemnity. Except as otherwise provided in Section 4.3, to the extent of Developer's available liability insurance Developer agrees to indemnify and defend the Town, its officers, employees, insurers, and self-insurance pool against all liability, claims, and demands on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, arising out of or in any manner connected with the performance of Developer's duties and obligations under this Agreement or the development, construction, and sale of the Project, except to the extent such liability, claim or demand arises through the gross negligence or intentional wrongful act of the Town, its officers, employees, or agents, or Town's breach of this Agreement. To the extent indemnification is required under this Agreement, Developer agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.

Section 4.8 Developer's Insurance.

4.8.1 Developer shall procure and continuously maintain throughout the term of this Agreement the following minimum insurance coverages:

- (a) worker's compensation insurance to cover obligations imposed by applicable laws for any employee of Developer or a subcontractor of Developer engaged in the performance of work under this Agreement.
- (b) comprehensive general liability insurance with limits of liability not less than \$ _____ each occurrence and \$ _____ aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee's acts), blanket contractual, products, and completed operations.
- (c) comprehensive automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$ _____ each occurrence and \$ _____ aggregate with respect to each of Developer's owned, hired or nonowned vehicles assigned to or used in performance of this Agreement.

Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Developer pursuant to Section 3.2 and Section 4.7 of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverages.

4.8.2 The Developer's general liability insurance policy shall be endorsed to include the Town and Town's officers and employees as additional insureds.

4.8.3 Every policy required above shall be primary insurance, and any insurance carried by Town, its officers, or its employees, or carried by or provided through any insurance pool of Town, shall be excess and not contributory insurance to that provided by Developer. Developer shall be solely responsible for any deductible losses under any policy required above.

4.8.4 An ACORD Form 27, or other certificate of insurance acceptable to Town, shall be completed by Developer's insurance agent and provided to the Town as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be reviewed and approved by Town prior to commencement of this Agreement, and upon each renewal or replacement of such policies throughout the term of this Agreement. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least 30 days' prior written notice has been given to Town. The completed certificate of insurance shall be sent to:

Mary Jean Loufek, Town Clerk
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

4.8.5 Notwithstanding any other portion of this Agreement, failure on the part of Mercy to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement for which Town may immediately terminate this Agreement, or the Town may exercise such other rights and remedies as are provided in this Agreement or by applicable law.

4.8.6 The parties hereto understand and agree that Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S. as from time to time amended, or any other limitation, right, immunity or protection otherwise available to Town, its officers, or its employees.

ARTICLE V

WAIVER OF TOWN FEES; TOWN FINANCING; AFFORDABILITY RESTRICTIONS; COOPERATION IN OBTAINING PROJECT FINANCING

Section 5.1 Waiver of Fees. Upon commencement of the development and construction of the Project following expiration of the Feasibility Review Period and conveyance of title to the Property pursuant to Section 4.2 hereof, the Town shall waive all land fees, building permit

fees, water tap fees, and other development impact fees and exactions and shall provide Developer and its contractors with a rebate for sales tax for any building materials, supplies and equipment purchased or rented within the Town limits during development and construction of the Project. In addition, the Town agrees to cooperate with the Developer in requesting the Breckenridge Sanitation District to waive any sewer tap fees.

Section 5.2 Town Subsidy. The Town shall provide Developer with a subsidy for the development and construction of the Project (the "Town Subsidy") to aid Developer in achieving the Town's objective of having high quality, energy efficient, affordable housing within the Town of Breckenridge. The amount of the Town Subsidy shall be mutually agreed upon by the parties at such time as Developer and the Town agree on a development program, comprehensive energy supply and demand program and the construction cost estimates for the Project, but in any event, no later than the date of the Charitable Contribution Notice, unless the parties agree to delay such agreement until the Closing Date. The Town Subsidy shall be paid to Developer pursuant to a draw request procedure established by Town and Developer prior to the Closing Date and containing terms and conditions mutually acceptable to Town and Developer.

Section 5.3 Affordability Restrictions.

(a) "AMI" shall mean median income for persons residing in Summit County, Colorado as established from time to time by the U.S. Department of Housing and Urban Development .

(b) Developer agrees to sell the Units to purchasers satisfying the following income classifications (each hereinafter individually referred to as a "Qualified Buyer" and collectively "Qualified Buyers"): (i) at least fifty percent (50%) of the Units shall be sold to Qualified Buyers whose incomes are less than or equal to eighty percent (80%) of AMI; and (ii) the remaining fifty percent (50%) (or such lesser percentage, as applicable) of the Units shall be sold to Qualified Buyers in the following income classifications (in any number or combination) whose household incomes are either: (A) less than or equal to one hundred percent (100%) of AMI; and/or (B) less than or equal to one hundred twenty percent (120%) of AMI. The distribution of one (1), two (2) and three (3) bedroom Units amongst all three income classifications of Qualified Buyers will be determined by Developer (with Town's approval) following Developer's completion of a site specific market study for the Project.

(c) During the Feasibility Review Period, Developer shall assist the Housing Authority, as reasonably necessary, in establishing a marketing and sales program for the sale of the Units if one has not previously been established by the Housing Authority and shall also negotiate with the Housing Authority a form of exclusive listing contract for the sale of the Units following completion of construction of the Units. Such listing contract shall (i) be in form and content mutually acceptable to Developer and Housing Authority; (b) require that all Units be sold to Qualified Buyers in accordance with the affordability restrictions set forth in Section 5.3(b); (iii) be executed no later than commencement of construction of the Project; and (iv) name Housing Authority as the exclusive listing agent for any subsequent re-sale of a Unit during the term of the restrictive covenant described in Section 5.3(d) below.

(d) During the Feasibility Review Period, Developer shall also negotiate with the Town the form of deed restriction to be imposed on each Unit prior to Developer's first sale of each such Unit to a Qualified Buyer. Such deed restriction shall (i) be in form and content mutually acceptable to Developer, Housing Authority and Town; (ii) require that all Units be re-sold to Qualified Buyers in accordance with the affordability restrictions set forth in Section 5.3(b) hereof; (iii) describe any limits placed on the resale price or appreciation in value that may be realized by a Qualified Buyer upon a re-sale of his or her Unit; (iv) describe the procedure by which a Unit may be re-sold and identify the Housing Authority as the exclusive listing agent and source of potential Qualified Buyers for any re-sale of the Unit; (v) require written acknowledgment, in recordable form, from each purchaser of a Unit prior to his or acquisition of the same, of the legal restrictions and limitations imposed by such deed restriction on the title to such purchaser's Unit, including, without limitation, the affordability restrictions of Section 5.3(b) hereof and the limitations on re-sale price placed on such Unit; (vi) provide for a perpetual duration; and (vi) provide that the deed restriction shall not be subordinate to any lien or encumbrance, except for the lien of the general property taxes. Such deed restriction shall be executed by Developer and recorded against the title to each Unit prior to Developer's first sale of the same to a Qualified Buyer.

Section 5.4 Town Cooperation in Obtaining Project Financing. Town agrees to cooperate with Developer in its efforts to obtain the required Financing for the Project and, in connection therewith, agrees to join in any grant applications and execute and deliver any estoppel certificates, consents, subordination agreements and other documents as may be reasonably requested from time to time by any lender or financial institution providing Financing for the Project, so long as such documentation does not financially obligate the Town beyond its financial commitments described herein or otherwise impair Town's rights and remedies hereunder or modify the terms and provisions hereof.

ARTICLE VI

TERMINATION

Section 6.1 Termination by Town for Cause. The Town may terminate this Agreement upon fifteen (15) days written notice for cause. Cause shall be defined as the occurrence of any of the following events relating to the Developer (including any person or entity comprising Developer):

(a) the filing of a voluntary petition in bankruptcy; (ii) being adjudicated a bankrupt or insolvent; (iii) filing of any merger petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency, or other relief for debtors, whether federal or state; (iv) Developer seeking, consenting to, or acquiescing in the appointment of any trustee, receiver, conservator or liquidator of Developer, or of all or any substantial part of its properties (the term "acquiescing," as used herein, shall be deemed to include but not be limited to the failure to file a petition or motion to vacate or discharge any order, judgment or decree providing for such appointment within the time specified by law); (v)

a court of competent jurisdiction entering an order, judgment or decree approving a petition filed against Developer seeking any reorganization arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency or other relief of debtors, whether federal or state, and Developer either consents to or acquiesces (as hereinabove defined) in the entry of such order, judgment or decree, or such order, judgment or decree shall remain unvacated or unstayed for an aggregate of sixty (60) days from the date of entry thereof, or (vi) the appointment of a trustee, receiver, conservator or liquidator of Developer of all or any substantial part of its properties without the consent of or acquiescence of Developer which remains un-vacated or unstayed for an aggregate of sixty (60) days; or

(b) committing or permitting a breach of or default in any of its duties, liabilities or obligations hereunder; and such failure shall continue for fifteen (15) days after written notice from the Town to Developer of such failure, provided, that if such breach or default cannot reasonably be cured within said fifteen (15) day period, if Developer shall not in good faith commence to cure such failure within such fifteen (15) day period or shall not diligently proceed therewith to completion within a maximum of ninety (90) days following receipt of Town's notice of default.

If the Town terminates this Agreement for cause pursuant to this Section 6.1, Town may pursue all other legal and equitable remedies available to it, including, but not limited to, maintaining an action for damages and/or seeking specific performance.

Section 6.2 Default by Town. In the event of any default by Town or Town Committee in the observance and performance of their obligations hereunder, Developer shall give Town and Town Committee notice of such default and Town and Town Committee shall thereafter have fifteen (15) days following their receipt thereof to cure the same; provided, that if such default cannot reasonably be cured within such fifteen (15) day period Town shall not be in default if it commences curing the default within such fifteen (15) day period and thereafter cures the default with due diligence within a maximum of ninety (90) days following receipt of Developer's notice of default. If such default is not cured by Town or Town Committee within such fifteen (15) day cure period (or the extended cure period described above, if applicable), Developer may terminate this Agreement upon written notice to Town and Town Committee. In addition to and without limiting the generality of the foregoing, Developer may pursue all other legal and equitable remedies available to it, including, but not limited to, maintaining an action for damages and/or seeking specific performance.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Consent. Subject to the provisions of Section 1.3 above, whenever any non-regulatory consent or approval of the Town or Town Committee is required hereunder, or whenever any consent or approval Developer is required hereunder, such consent or approval shall not be unreasonably withheld, denied or delayed and with regard to any regulatory or administrative consent or approval required by the Town, such consent or approval shall not be withheld arbitrarily or capriciously. The Town and Town Committee each agree to promptly

review any required non-regulatory or non-administrative submittal or other document or instrument requiring the Town's or Town Committee's non-regulatory or non-administrative approval or consent hereunder, and to use reasonable, good faith efforts to respond to any request by Developer for such consent or approval in a timely manner, but in no event later than twenty -one (21) days following the Town or Town Committee's receipt of such request. Any submittal to the Town requiring the regulatory or administrative consent or approval of such party shall be processed in accordance with applicable legal requirements and a decision on such submittal rendered by the Town within the time frames required by such legal requirements. The Developer agrees to review in good faith any non-regulatory request for consent by the Town or Town Committee within twenty -one (21) days following the Developer's receipt of such request.

Section 7.2 Confidentiality. The parties agree that the information described in Section 2.1(l) and Section 2.1(m) of this Agreement will be treated as between the parties as "trade secrets, privileged information, and confidential commercial and financial information" within the meaning of Section 24-72-204(3)(a)(IV), C.R.S. (which is part of the Colorado Open Record Act). If the Town receives a request for disclosure of any of the information described in Section 2.1(l) and Section 2.1(m) under the Colorado Open Records Act, the Town will resist such request, and shall not disclose any of such information except pursuant to a final, non-appealable judgment of a court of competent jurisdiction. Further, upon receipt of a request for disclosure of any of the information described in Section 2.1(l) or Section 2.1(m) under the Colorado Open Records Act, the Town shall promptly notify Developer of the request so that Developer may seek an appropriate protective order or take other appropriate action. Town will not oppose any action by Developer to obtain an appropriate protective order or other reliable assurance that the confidentiality provisions of this Section 7.2 will be enforced to the fullest extent permitted by the law.

Section 7.3 Law Governing. Developer, Town and Town Committee agree that this Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado.

Section 7.4 No Waiver. No failure by Developer, the Town or Town Committee to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

Section 7.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, as the case may be, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 7.6 Notices. All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be

deemed to have been properly given, served and received: (i) if delivered by messenger, when delivered; (ii) if mailed, on the third business day after deposit in the United States, certified or registered, postage prepaid, return receipt requested; (iii) if sent by facsimile, on the same day such facsimile was sent if received by the party to whom it was sent no later than 5 p.m. on such day, as evidenced by a facsimile confirmation slip confirming receipt (and if not received by 5 p.m. on such day, then such facsimile will be deemed received on the next succeeding business day); or (iv) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in every case addressed to the party to be notified as follows:

IF TO THE TOWN AND/OR TOWN COMMITTEE:

Town of Breckenridge
Attn: Laurie Best, Project Manager
P.O. Box 168
Breckenridge, CO 80424

with a copy to:

Timothy H. Berry, Esq.
Town Attorney
Town of Breckenridge
P. O. Box 2
Leadville, CO 80461-0002
Facsimile: (719) 486-3039

IF TO DEVELOPER:

Mercy Housing Colorado
Attn: Jane Harrington
1999 Broadway, Suite 1000
Denver, CO 80202
Facsimile: (303) 830-3301

with a copy to:

Isaacson Rosenbaum P.C.
Attn: Paul V. Franke, Esq.
633 17th Street, Suite 2200
Denver, CO 80202
Facsimile: (303) 292-3152

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection or refusal to accept or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

Section 7.7 Successors and Assigns. This Agreement shall be binding on the parties hereto, and their successors and permitted assigns. Developer may not assign this Agreement without the prior written consent of Town or Town Committee; provided however, that Developer may freely assign this Agreement without the Town's or Town Committee's prior written consent so long as such assignment is to an affiliate of Developer created for the specific purpose of developing, constructing, owning and selling the Project so long as Developer remains personally liable to the Town for the performance of Developer's obligations under this Agreement.

Section 7.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All prior and contemporaneous statements and agreements pertaining to the subject matter of this Agreement are merged into and superseded by this Agreement.

Section 7.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Section 7.10 Amendments. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought.

Section 7.11 Definition; Captions. The captions to the Articles and Sections of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement or any part hereof, nor in any way affect this Agreement or any part hereof.

Section 7.12 No Partnership. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or similar relationship between Developer and the Town or between Developer and the Town Committee. Developer shall at all times act as an independent contractor, and not an agent of the Town.

Section 7.13 No Employment Relationship. It is understood and agreed that nothing contained in this Agreement or the performance hereof shall be construed as creating any employment relationship whatsoever between the Town or Town Committee and employees of Developer. Therefore, neither Developer nor any of its respective employees is or shall be deemed to be employees of the Town or Town Committee. Developer agrees to handle the payroll for its employees, withhold from their wages and salaries and make all tax filings and payments with respect to such employees as is required by law.

Section 7.14 Attorney's Fees. In the event of any suit or action regarding this Agreement, the parties' performance hereunder or its interpretation or construction, the prevailing party in such suit or action shall be awarded its reasonable attorneys' fees and costs and its reasonable attorneys' fees and costs associated with any appeal.

Section 7.15 Further Assurances. Each party to this Agreement agrees to execute such other documents and undertake such other actions as may be reasonably required from time to time to effectuate the purposes of this Agreement and consummate the transactions described herein.

Section 7.16 No Construction Against Drafting Party. This Agreement shall not be subject to any rule of contract construction or interpretation requiring that the same be construed against the party drafting it and the parties each hereby waive the benefit of any such rule of contract construction or interpretation.

Section 7.17 Third Parties. This Agreement does not, and shall not be deemed or construed to, confer upon or grant to any third party (except a party to whom Developer may assign this Agreement in accordance with the terms hereof) any right to claim damages or to bring suit, action or other proceeding against the because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

Section 7.18 Recording of Memorandum. This Agreement **MAY NOT BE RECORDED** with the Clerk and Recorder of Summit County, Colorado. However, if either party requests the other party to do so, the parties will execute and record with the Clerk and Recorder a Memorandum of Agreement. If such memorandum is recorded and the Property is not conveyed by Town to Developer pursuant to this Agreement, Developer will execute, acknowledge, and deliver to Town upon request a quit claim deed conveying all of Developer's right, title and interest in the Property to Town. This obligation will be specifically enforceable by Town against Developer notwithstanding the expiration or termination of this Lease for any reason.

Section 7.19 Time Is Of Essence. Time is of the essence of this Agreement.

Section 7.20 Annual Appropriation. Financial obligations of the Town under this Agreement payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Agreement may be terminated by either party without penalty; provided, however, that in the event of termination of this Agreement pursuant to this section by the Town, Town shall pay Developer all sums described in Section 3.6(b) in full and complete satisfaction of all Town's obligations to Developer under this Agreement. The Town's obligations hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

DEVELOPER:

MERCY HOUSING COLORADO,
a Colorado non-profit corporation

By: _____
Name: _____
Title: _____

TOWN:

TOWN OF BRECKENRIDGE,
a municipal corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

(Property Legal Description)

[INSERT LEGAL DESCRIPTION]

Annex I

Valley Brook Neighborhood Development Proposal

Dated
January 31, 2008

[see attached]

MEMO

TO: Town Council
FROM: Laurie Best, Community Development Department
DATE: May 20, 2008
RE: Breckenridge Heritage Alliance Property License

Attached is a resolution approving a license agreement with the Breckenridge Heritage Alliance and authorizing the Town Manager to execute the license agreement on behalf of the Town. The Alliance was established in late 2006 by the Town to develop, manage, and coordinate a heritage tourism program. Prior to the creation of the Alliance, the Town-owned historic sites were staffed by volunteers from the Summit Historical Society (SHS) and the Town had a license agreement with the SHS for that purpose. That agreement with the SHS has now expired and the SHS no longer staffs Town-owned sites.

The attached license agreement outlines the terms and condition for use of the sites by the Alliance. The term of the license agreement is one year and it renews automatically unless terminated by the Town or the Alliance. Under the terms of the license agreement the Alliance will be required to provide the Town with an acceptable tour and fee schedule each year. The license agreement also establishes standards for the docents, the tour scripts, and the general oversight of the property. The license agreement is contingent upon annual appropriation of funds by the Council which is part of your regular budget process. Staff will be available during your work session to discuss the license agreement in the event the Council has any questions or comments.

Recommendation: Staff recommends approval of the License Agreement for Town-Owned Historical Properties

1 ***FOR WORKSESSION/ADOPTION –May 27, 2008***

2
3 A RESOLUTION

4
5 SERIES 2008

6
7 A RESOLUTION APPROVING A “LICENSE AGREEMENT FOR TOWN-OWNED
8 HISTORICAL PROPERTIES” WITH BRECKENRIDGE HERITAGE ALLIANCE
9

10 WHEREAS, the Town owns several historical properties, including, The Milne and
11 Eberline House and Park located at 102 Harris Street; the Rotary Snowplow Park, located at 13
12 Boreas Pass Road; the Iowa Hill Hydraulic Park and Boardinghouse, located at 1465 Airport
13 Road; the Carter Museum and Grounds, located at 111 North Ridge Street; the Valley Brook
14 Cemetery, located at 905 Airport Road; and the Wakefield Cabin and Property, located at 1000
15 Boreas Pass Road (collectively, the Town’s Historic Properties”); and
16

17 WHEREAS, Breckenridge Heritage Alliance is a Colorado non-profit corporation (the
18 “Alliance”); and
19

20 WHEREAS, the mission of the Alliance includes the display and interpretation of historic
21 properties within the Town of Breckenridge; and
22

23 WHEREAS, Section 11-6-3 of the Breckenridge Town Code authorizes the Town
24 Council, in its discretion, to grant a license for the non-public use of Town-owned real property;
25 and
26

27 WHEREAS, a proposed “License Agreement For Town-Owned Historical Properties”
28 between the Town and the Alliance has been prepared, a copy of which is marked Exhibit “A”,
29 attached hereto and incorporated herein by reference (the “License Agreement”); and
30

31 WHEREAS, the License Agreement grants a revocable license to the Alliance to use the
32 Town’s Historical Properties, and establishes the terms and conditions under which the Alliance
33 will be permitted to use the Town’s Historical Properties; and
34

35 WHEREAS, the Town Council has reviewed the License Agreement, and finds and
36 determines that it would be in the best interest of the Town and its residents for the License
37 Agreement to be approved.
38

39 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
40 BRECKENRIDGE, COLORADO, as follows:
41

42 Section 1. The “License Agreement For Town-Owned Historical Properties” between the
43 Town and the Breckenridge Heritage Alliance, a Colorado non-profit corporation (Exhibit “A”
44 hereto), is approved, and the Town Manager is hereby authorized, empowered and directed to
45 execute such agreement for and on behalf of the Town of Breckenridge.
46

1 Section 2. The Town Council determines that the approved license agreement
2 substantially complies with the requirements of Chapter 6 of Title 11 of the Breckenridge Town
3 Code, and declares that any requirement of Chapter 6 of Title 11 not specifically incorporated
4 into the approved license agreement is waived or determined to be inapplicable to this particular
5 agreement. Without limiting the generality of the foregoing, the Town Council determines that
6 the Breckenridge Heritage Alliance shall not be required to reimburse the Town for the time
7 spent by the Town Attorney in preparing the approved license agreement.
8

9 Section 3. Minor changes to or amendments of the approved license agreement may be
10 made by the Town Manager if the Town Attorney certifies in writing that the proposed changes
11 or amendments do not substantially affect the consideration to be received or paid by the Town
12 pursuant to the approved license agreement, or the essential elements of the approved license
13 agreement.
14

15 Section 4. This resolution shall become effective upon its adoption.
16

17 RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2008.
18

19 TOWN OF BRECKENRIDGE
20

21
22 By _____
23 John G. Warner, Mayor
24

25 ATTEST:
26
27
28

29 _____
30 Mary Jean Loufek,
31 CMC, Town Clerk
32

33 APPROVED IN FORM
34
35
36
37

38 _____
39 Town Attorney Date
40
41
42
43
44

45
46 600-171\Resolution (04-17-08)
47

LICENSE AGREEMENT FOR TOWN-OWNED HISTORICAL PROPERTIES

This License Agreement For Town-Owned Historical Properties (“Agreement”) dated April 1, 2008 is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“Town”) and BRECKENRIDGE HERITAGE ALLIANCE, a Colorado non-profit corporation (“Licensee”).

The parties agree as follows:

1. License Granted. Town grants to Licensee, without payment of a fee, a terminable license to use the following Town-owned historical properties located in the Town of Breckenridge, Summit County, Colorado:

- A. The Milne and Eberline Houses and Park, located at 102 Harris Street (“Milne Park”);
- B. The Rotary Snowplow Park, located at 13 Boreas Pass Road (“Rotary Snowplow”);
- C. The Iowa Hill Hydraulic Park and Boardinghouse, located at 1465 Airport Road (“Iowa Hill”);
- D. The Carter Museum and Grounds, located at 111 North Ridge Street (“Carter Museum”);
- E. Valley Brook Cemetery, located at 905 Airport Road (“Cemetery”); and
- F. Wakefield Cabin and Property, located at 1000 Boreas Pass Road (“Wakefield”).

The license is subject to the terms and conditions of this Agreement. The Town-owned properties that are the subject of this Agreement are individually referred to by name, or collectively as the “Licensed Premises.” The license granted to Licensee by this Agreement also includes the privilege of conducting “walking tours” throughout the Town’s Historic District using the Town’s Blue River Plaza property, and the public sidewalks.

2. Term.

2.1 The initial term of this Agreement commences as of the date of this Agreement and ends on December 31, 2009, unless earlier terminated as provided in this Agreement.

2.2 On January 1, 2010, and on each subsequent December 31st thereafter, this Agreement will automatically be renewed for another one year term until either the Town or Licensee gives written notice of termination.

2.3 Beginning November 30, 2009, and on every subsequent November 30th, either party may initiate termination of this Agreement, without cause and without liability for breach of this Agreement, by giving written notice to the other party prior to November 30th of any year. Upon the giving of timely notice of termination this Agreement will terminate (and will not be renewed) on December 31st following the giving of the notice.

3. No Interest in Land. This Agreement does not create an interest or estate in the Licensed Premises in Licensee’s favor. The Town retains legal possession of the Licensed

Premises, and this Agreement merely grants to the Licensee the personal privilege to use the Licensed Premises in strict accordance with the terms of this Agreement. This Agreement does not create an assignment coupled with an interest in favor of the Licensee, nor is the Licensee's right to use the Licensed Premises pursuant to this Agreement a tenancy or leasehold interest. The Colorado forcible entry and detainer laws do not apply to the termination of this Agreement by the Town. Any time, money or labor expended by the Licensee at the Licensed Premises is at Licensee's own risk and peril.

4. General Terms For Use of Licensed Premises. The following general terms and conditions apply to Licensee's use of all of the Town properties comprising the Licensed Premises. As used in this Section 4 each of the properties that comprise the Licensed Premises is referred to as a "Property", and all of the properties that comprise the Licensed Premises are or collectively referred to as the "Properties".

A. Licensee will provide adequate staff ("Licensee's Staff") to give historical interpretation tours of the Properties on a schedule acceptable to both parties.

B. The annual tour and fee schedule for each of the Properties must be submitted by the Licensee to the Town no later than May 1 of each year. The Town has the sole discretion to approve or deny the proposed tour and fee schedules. Approval or denial of the proposed tour and fee schedule will be provided in writing to Licensee within 10 business days of submission.

C. Changes to the schedule may be implemented if approved by both parties.

D. The Licensee will not charge any fee for its tours of any of the Properties with the exception of guided tours at Iowa Hill, the Cemetery, Wakefield, and the guided walking tour. However, Licensee may accept voluntary donations. Licensee's ability to charge fees for its tours is, however, subject to the Town's right to approve the annual tour and fee schedule for each of the Properties as provided in subsection B, above,

E. The tours of any Property will be discontinued, if necessary, to allow for the Town to restore, rehabilitate or repair of the Property.

F. The Licensee's docents will be pleasant, helpful, responsive to questions and requests from visitors, and willing to assist visitors in any reasonable manner.

G. The Licensee's docents will be trained in the information to be presented on all tours using a script developed by Licensee and reviewed and approved by the Town. The Licensee will use its best efforts to deliver accurate and interesting presentations of the tour information to visitors.

H. The Licensee's docents will be appropriately attired while working at the Properties so as to reflect creditably upon both the Licensee and Town.

I. The Licensee will not alter or remove the signage for the Properties that existed at the time of the commencement of this Agreement.

J. At the close of each tour day or at the conclusion of any special event or group tour Licensee's Staff will do the following for each of the Properties that was open that day:

- (a) inspect the Property for orderliness and cleanliness;
- (b) call Licensee's office where a site log will be maintained and leave a dated message about any repairs that need to be made or safety issues that require attention at that particular Property;
- (c) call Licensee's office where a site log will be maintained and leave a dated message about any artifacts at that particular Property that appear to be missing or have been damaged;
- (d) pick up any trash both inside and outside the buildings; sweep floors at the as necessary;
- (e) inspect and quick-clean the bathroom(s);
- (f) empty the trash; and
- (g) secure/lock the Property.

K. On a weekly basis Licensee will do the following for each of the Properties:

- (a) sweep floors;
- (b) dust;
- (c) clean bathroom(s); and
- (d) wash insides of windows

L. The Town has the right to use any of the Properties for any purpose. Town's use of a Property will not unreasonably interfere with Licensee's use of such Property. If the Town opens and uses a Property for its own purposes between Licensee's hours of operation, the Town will be responsible for cleaning the Property to the condition in which it was found after the last Licensee tour period. Licensee's Staff will not be responsible for cleaning required as a result of Town activities in the Property.

M. Licensee's Staff will monitor the Properties condition for safety, but Town is responsible for maintaining safety at the Properties.

N. The Town will provide all required security for the Properties and its artifacts.

O. The Licensee will notify Town's Public Works Department of any maintenance or safety issues of which Licensee is aware at any of the Properties.

P. All facilities of the Town are smoke-free. Licensee will prohibit smoking or other tobacco use at the Properties.

Q. The Licensee will maintain a visitor sign-in sheet for each Property, and will provide accurate information to the Town regarding the number of visitors to each Property.

R. All historical artifacts at the Properties are the property of the Town. No historical artifact will be added to or removed from the Properties without the prior approval of both parties. Licensee is not responsible for replacing, restoring or repairing any Town-owned historical artifact that is stolen or damaged by visitors. Licensee will notify the Town immediately in the event any artifact is determined to be missing or damaged.

S. The Town will furnish the Licensee with an up-to-date inventory of artifacts in each of the Properties before the first day of each tour season.

5. Restoration of Carter Museum. Town intends to restore the Carter Museum beginning in 2008. Town will pay all costs associated with the restoration of the Carter Museum. Licensee will manage the Town's restoration of the Carter Museum in accordance with plans approved by the Town at no cost to the Town.

6. Restoration of Wakefield. Town intends to restore Wakefield in 2008 or 2009. Town will pay all costs associated with the restoration of Wakefield. Licensee will manage the Town's restoration of Wakefield at no cost to the Town.

7. Non-Transferability of License. The license granted to the Licensee is a mere personal privilege, and is neither transferable nor assignable by the Licensee. Any attempt by the Licensee to assign or transfer the license granted by this Agreement is a nullity and of no force and effect whatsoever.

8. Insurance.

8.1 Licensee will procure and maintain the minimum insurance coverages listed below. Such coverages will be procured and maintained with forms and insurers acceptable to the Town. All coverages will be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Licensee pursuant to Section 8 of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods will be procured to maintain such continuous coverages.

A. worker's compensation insurance to cover obligations imposed by applicable laws for any employee of Licensee working at any of the properties that comprise the Licensed Premises. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this subsection.

B. comprehensive general liability insurance with limits of liability not less than the limits of liability for municipalities established from time to time by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time ("Act"), which limits are as of the date of this Agreement \$150,000 for injuries or damages sustained to one person in any single occurrence and \$600,000 for injuries or damages sustained to two or more persons in any single occurrence. The policy must be applicable to all premises and operations, and must also include coverage for bodily injury, broad form property damage (including completed operations), personal

injury (including coverage for contractual and employee's acts), blanket contractual, products, and completed operations.

8.2 The Licensee's general liability insurance policy will be endorsed to include the Town and the Town's officers and employees as additional insureds.

8.3 Each of Licensee's required insurance policies is primary insurance, and any insurance carried by Town, its officers or its employees, or carried by or provided through any insurance pool of Town, is excess and not contributory insurance to that provided by Licensee. Licensee is solely responsible for any deductible losses under any required insurance policy.

8.4 An ACORD Form 27, or other certificate of insurance acceptable to Town, will be completed by Licensee's insurance agent and provided to the Town as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Licensee's insurance certificate must be reviewed and approved by Town prior to commencement of this Agreement. Licensee will provide continuous and uninterrupted insurance coverage throughout the term of this Agreement, and on each renewal or replacement of the insurance policies throughout the term of this Agreement Licensee will provide the Town with a new or updated insurance certificate. The certificate must identify this Agreement and provide that the coverages afforded under the policies will not be canceled or terminated without at least 30 days' prior written notice to Town. The completed certificate is to be sent to:

Town Clerk
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

8.5 Licensee's failure to procure or maintain the required insurance policies is a material breach of this Agreement, and Town may immediately terminate this Agreement without complying with the dispute resolution provisions of Section 11 of this Agreement. Alternatively, the Town in its discretion may procure or renew any required insurance policy or any extended reporting period, and pay any and all required insurance premiums. All monies paid by Town for the Licensee's required insurance will be repaid by Licensee to Town upon demand, or the Town, in its discretion, may offset the cost of the premiums against any monies due to Licensee from Town under this Agreement.

8.6 The Town will maintain property and casualty insurance on the Licensed Premises in accordance with the Town's policy of insuring its public buildings.

9. Indemnification.

9.1 To the fullest extent permitted by law, Licensee will indemnify and defend the Town, its officers, employees, and self-insurance pool, from all liabilities, claims, losses and damages, including, without limitation, Town's attorneys' fees and costs of litigation, to the extent caused by:

- (i) Licensee's breach of this Agreement; or
- (ii) the intentional or negligent act or omission of Licensee, or any officer, employee, representative, or agent of Licensee.

9.2 Subject to the limits of the Act, Town will indemnify and defend the Licensee, its officers, employees, and insurers from all liabilities, claims, losses and damages, including, without limitation, Licensee's attorneys' fees and costs of litigation, to the extent caused by:

- (i) Town's breach of this Agreement; or
- (ii) the intentional or negligent act or omission of Town, or any officer, employee, representative, or agent of Town.

9.3 The provisions of this Section will survive the termination or expiration of this Agreement, and continue to be enforceable thereafter.

10. Governmental Immunity. The Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Act, as from time to time amended, or any other limitation, right, immunity or protection otherwise available to Town its officers, or its employees.

11. Termination. This Agreement is fully terminable by the Town as provided in this Agreement.

12. Dispute Resolution. The parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between persons who have authority to settle the controversy. To the extent that any disputes or disagreements cannot be resolved by the parties to this Agreement through discussion and mutual agreement such dispute or disagreement shall be resolved through arbitration in accordance with the Uniform Arbitration Act as adopted by the State of Colorado (Part 2 of Article 22 of Title 13, C.R.S.).

13. Notices. All notices required or permitted under this Agreement must be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by telecopies, directed as follows:

If intended for Town, to:

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

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

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

If intended for Licensee, to:

Breckenridge Heritage Alliance
P.O. Box 2460
Breckenridge, Colorado 80424
Attn: Executive Director
Telecopier number: (970)_____
Telephone number: (970)547-7643

Any notice delivered by mail in accordance with this Section will be deemed to have been duly given and received on the third business day after having been deposited in any post office or postal box regularly maintained by the United States postal service. Any notice delivered by telecopier in accordance with this Section will be deemed to have been duly given and received upon receipt if concurrently with sending by telecopier receipt is confirmed orally by telephone and a copy of said notice is sent by certified mail, return receipt requested, on the same day to the intended recipient. Any notice delivered by hand or commercial carrier will be deemed to have been duly given and received upon actual receipt. By notice given as provided above either party may change the address to which future notices may be sent.

14. Non-Discrimination; Compliance With Applicable Laws.

14.1 With respect to the hiring of employees to work at the Licensed Premises Licensee:

- (i) will not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, religion, national origin, or disability;
- (ii) will insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, sexual orientation, religion, national origin, or disability; and
- (iii) will state in all solicitations or advertisements for employees that all qualified applicants will receive consideration for employment without regard to race, color, creed, sex, sexual orientation, religion, national original or disability.

14.2 In using the Licensed Premises Licensee will comply with all applicable federal, state, and local laws, rules and regulations, including, without limitation, the Americans With Disabilities Act, 42 U.S.C. §12101, et seq. (Public Law 101-336) and all applicable regulations and rules promulgated thereunder by any regulatory agency.

14.3 The indemnification provisions of this Agreement will apply with respect to Licensee's failure to comply with all applicable laws or regulations.

15. Mandatory Immigration Provisions.

15.1 Throughout the extended term of this Agreement, Licensee shall not:

A. knowingly employ or contract with an illegal alien to perform work under this Agreement; or

B. enter into a contract with a subcontractor that fails to certify to Licensee that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

15.2 Licensee has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Federal Basic Pilot Program; and if Licensee is not accepted into the Federal Basic Pilot Program prior to the extension of the term of this Agreement, Licensee shall apply to participate in the Federal Basic Pilot Program every three months thereafter, until Licensee is accepted or this Agreement has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Federal Basic Pilot Program is discontinued.

15.3 Licensee is prohibited from using Federal Basic Pilot Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.

15.4 If Licensee obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Licensee shall:

A. notify such subcontractor and the Town within three days that Licensee has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not stop employing or contracting with the illegal alien; except that Licensee shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

15.5 Licensee shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

15.6 If Licensee violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. or this Section 13, the Town may terminate this Agreement for a breach of the contract. If this Agreement is so terminated, Licensee shall be liable for actual and consequential damages to the Town.

16. Independent Contractor. Licensee acts as an independent contractor and not as agent or employee of the Town in connection with its use of the Licensed Premises pursuant to this Agreement.

17. Annual Appropriation. Financial obligations of the Town under this Agreement payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available by the Town Council, this Agreement may be terminated by either party without penalty. The Town's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

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

19. Waiver. The failure of either party to exercise any of its rights under this Agreement is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving such rights.

20. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the Licensee's use of the Licensed Premises.

21. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto. Oral amendments to this Agreement are not permitted.

22. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

23. Section Headings. Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

24. Third Parties. This Agreement is not intended to confer upon or grant to any third party (except a party to whom the Licensee may assign this Agreement in accordance with the terms hereof) any right to claim damages or to bring suit, action or other proceeding against either the Town or the Licensee because of any breach of this Agreement, or because of any of the terms, covenants, agreements and conditions of this Agreement.

25. No Adverse Construction. Both parties have had the opportunity to participate in the drafting of this Agreement. This Agreement is not to be construed against either party based upon authorship.

26. Authority. The individuals executing this Agreement on behalf of each of the parties have all requisite powers and authority to cause the party for whom they have signed to enter into this Agreement and to bind such party to fully perform the obligations set forth in this Agreement.

27. No Recording. This Agreement **WILL NOT** be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado.

28. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties, and their respective successors and permitted assigns.

TOWN OF BRECKENRIDGE

By: _____
Timothy J. Gagen, Town Manager

ATTEST:

Mary Jean Loufek, CMC, Town Clerk

BRECKENRIDGE HERITAGE ALLIANCE

By: _____
Title _____



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.

MAY 2008

Tuesday, May 13	First Meeting of the Month
Saturday, May 17	Town Clean Up
Tuesday, May 20	Town Council Retreat
Friday, May 23	Coffee Talk- Clint's
Monday, May 26	Memorial Day- Offices Closed
Tuesday, May 27	Second Meeting of the Month

JUNE 2008

Tuesday, June 10	First Meeting of the Month
Friday, June 13	Town Party
Saturday, June 21	NRO Gala
Tuesday, June 24	Second Meeting of the Month