



BRECKENRIDGE TOWN COUNCIL WORK SESSION

Tuesday, April 23, 2013; 3:00 PM
Town Hall Auditorium

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

3:00-3:05pm	I	<u>PLANNING COMMISSION DECISIONS</u>	2
3:05-3:40pm	II	<u>LEGISLATIVE REVIEW*</u>	
		Wakefield Annexation Phase 1 (5.179 acres)	12
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		BOEC Lease Ordinance	23
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3:40-4:45pm	III	<u>MANAGERS REPORT</u>	
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4:45-6:00pm	IV	<u>PLANNING MATTERS</u>	
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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 the Town Manager; Report of Mayor and Council members; Scheduled Meetings and Other Matters are topics listed on the 7:30 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items.

MEMORANDUM

To: Town Council

From: Peter Grosshuesch, Director of Community Development

Date: April 17, 2013

Re: Planning Commission Decisions of the April 16, 2013, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF April 16, 2013:

CLASS C APPLICATIONS:

- 1) Elk Point Residence (MGT) PC#2013025; 120 Glenwood Circle
Construct a new, single family residence with 4 bedrooms, 7 bathrooms, 6,077 sq. ft. of density and 7,277 sq. ft. of mass for a F.A.R. of 1:22.50. Approved.
- 2) Rocados (MGT) PC#2013026; 452 Hamilton Court
Construct a new, single family residence with 4 bedrooms, 4.5 bathrooms, 4,238 sq. ft. of density and 5,038 sq. ft. of mass for a F.A.R. of 1:8.73. Approved.
- 3) Columbia Lode Building 3 SFR (MM) PC#2013028; 37 Luisa Drive
Construct a new, single family residence on a footprint lot with 3 bedrooms, 2.5 bathrooms, 2,310 sq. ft. of density and 2,595 sq. ft. of mass.
- 4) Highlands Filing 10, Lot 27 SFT (MM) PC#2013027; 56 Golden Age Drive
Construct a new, single family residence with 5 bedrooms, 5 bathrooms, 4,285 sq. ft. of density and 5,146 sq. ft. of mass for a F.A.R. of 1:12.51. Approved.

CLASS B APPLICATIONS:

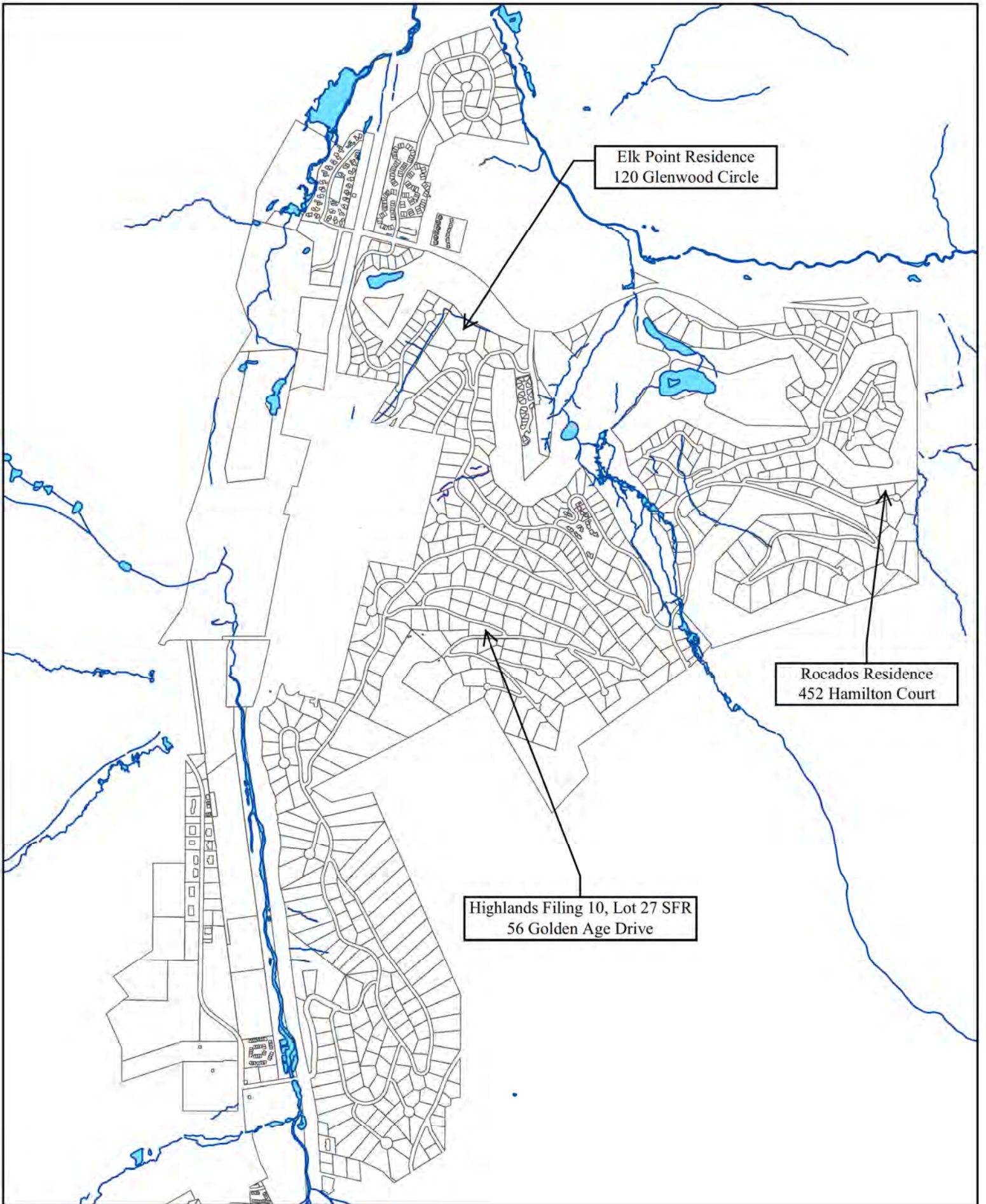
- 1) Barry Residence (MGT) PC#2013016; 226 South Ridge Street
Construct a new, single family residence with 4 bedrooms, 3.5 bathrooms, 3,098 sq. ft. of density, 2,148 sq. ft. of mass, including a 656 sq. ft. garage. Approved.
- 2) Resubdivision of Lot 3, Abbetts Addition (MM) PC#2013019; 114 North Ridge Street
Subdivide the existing Lot 3 of Abbetts Addition into two lots, Lot 3A and Lot 3B. Approved.

CLASS A APPLICATIONS:

None.

PUBLIC IMPROVEMENT PROJECT HEARINGS:

- 1) Breckenridge Arts District (JC); 127 South Ridge Street
Build out of the Breckenridge Arts District campus, including the restoration of five historic structures, construction of two new structures and the associated walkways, plazas and landscaping that create a pedestrian friendly campus dedicated to hands on arts experiences and cultural events. Approved. The Planning Commission also made a Recommendation that the Town Council approve the Breckenridge Arts District.



Elk Point Residence
120 Glenwood Circle

Rocados Residence
452 Hamilton Court

Highlands Filing 10, Lot 27 SFR
56 Golden Age Drive



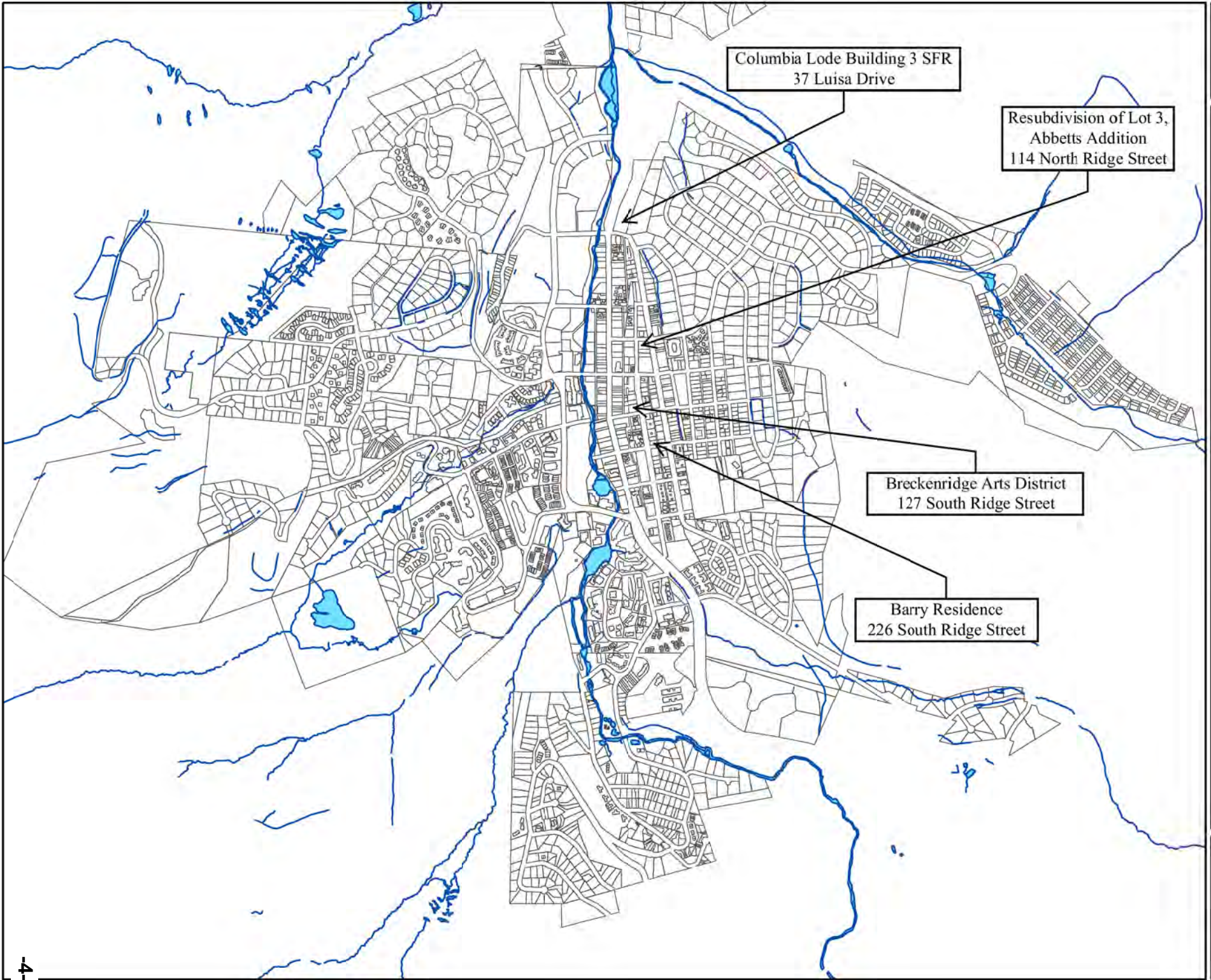
Town of Breckenridge and Summit County governments
assume no responsibility for the accuracy of the data, and
use of the product for any purpose is at user's sole risk.

Breckenridge North

printed 4/12/2011



NOT TO SCALE



printed 4/12/2011

Breckenridge South

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



PLANNING COMMISSION MEETING

The meeting was called to order at 7:00 pm

ROLL CALL

Kate Christopher Trip Butler Gretchen Dudney
Jim Lamb Dave Pringle

Mr. Schroder, Mr. Mamula and Ms. McAtamney, Town Council Liaison, were absent.

APPROVAL OF AGENDA

Mr. Neubecker announced there would be no Town Council Report. With no other changes, the April 16, 2013 Planning Commission meeting agenda was approved unanimously (5-0).

APPROVAL OF MINUTES

With no changes, the April 2, 2013 Planning Commission meeting minutes were approved unanimously (5-0).

CONSENT CALENDAR:

1. Elk Point Residence (MGT) PC#2013025; 120 Glenwood Circle
2. Rocados (MGT) PC#2013026; 452 Hamilton Court
3. Columbia Lode Building 3 SFR (MM) PC#2013028; 37 Luisa Drive

Ms. Christopher: On Page 46 of the packet, I thought that the buildings were going to be built in order, starting at the north end of the site, near building 10 & 9; on this they have proposed building number 3. (Mr. Marc Hogan, Architect: I don't think that there was ever a requirement for them to be built in order.)

4. Highlands Filing 10, Lot 27 SFR (MM) PC#2013027; 56 Golden Age Drive

With no requests for call up, the Consent Calendar was approved as presented.

PUBLIC IMPROVEMENT PROJECT HEARINGS:

1. Breckenridge Arts District (JC); 127 South Ridge Street

Ms. Cram presented a proposal to build out the Breckenridge Arts District campus including the restoration of five historic structures, construction of two new structures and the associated walkways, plazas and landscaping that create a pedestrian friendly campus dedicated to hands on arts experiences and cultural events. Ms. Cram explained the site plan and reviewed the uses of each building.

At this Town Project review Staff is recommending a net score of nine positive (+9) points:

- Policy 5/R B. (-5 points) for relocating a secondary historic structure on site.
- Policy 5/R B. (-5 points) for the proposed monitor on the Ceramic Studio.
- Policy 22R (+2 points) for the proposed landscape plan.
- Policy 24/R C. (+8 points) for fulfilling social goals by providing art facilities that promote the arts in Town.
- Policy 24/R E. (+9 points) for an on-site historic preservation/restoration effort of above average public benefit.

The proposal passes with a net score of positive nine (+9) points.

Staff believes that the build out of the Breckenridge Arts District is an excellent public benefit for the community and will be a destination for the arts. Staff requested the Planning Commission endorse the proposed point analysis and presented Findings and Conditions. As a Town Project, Staff also asked that the Planning Commission make a formal recommendation to the Town Council for the record that they support the proposed build out with the associated site plan and architecture.

Ms. Liz Hallas, Anderson Hallas Architects, Architect for the Project, and Mr. Andy Amke, Project Manager for the Project, were present.

Ms. Hallas reviewed the new construction first: The Metalsmithing studio is between the Robert Whyte House and the Breckenridge Theatre. It is a 640 square foot building inspired by the character of the Tin Shop with a simple gable roof and painted lap siding on the front and rough sawn vertical siding on the sides and rear. The Ceramics studio elevations were also reviewed. This is more of a secondary type structure with corrugated metal and vertical board and batten siding and asphalt roof. There is a monitor on the roof. The windows in the monitor will probably be operable, or at least every other one might be. The east elevation where the flues are located will be where the kilns are located.

The Robert Whyte Building was reviewed and a historical photo of the site was provided. Existing conditions and proposed rehabilitation were elaborated upon, including repair of historic siding, restoration of windows, the replacement of thinner corrugated roofing panels, spray insulation, replacement of front and rear doors, and a new foundation around the historic stone basement.

We are moving forward with replacing the false front on the Mikolitis Barn based on expert testimony. Evidence supports a false front on it, as there is no overhang on this fascia which is contrary to the north facing facade. We are still looking for photographic evidence to accurately recreate the false front. We have some ideas as to how we are going to do this based on Fuqua next door. It needs a new foundation and we will be dismantling and reconstructing it; we will be introducing new load bearing trusses as well. We are going to salvage as much siding as we can. The front door is about 6'1" so we are looking at putting those doors in a fixed position on the side and building a new store front door similar to Fuqua.

The Burro Barn has been a challenge for us; it is located right in the middle of the site. The historical photo told us that the roof plane was slightly lower over the storage and mechanical room than the rest of the building. We will be putting a weather proof membrane and then increasing to current energy code with a lot of restoration on the remaining parts of the building.

The Little Red Shed is next to the Community Sculpture Garden; the intent is to relocate it there, leave it very much in its rustic state and it will get a new roof, window restoration and treatments to address the doors.

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

Commissioner Questions / Comments:

Mr. Butler: Any concern on use of native grass? Will it look the same as the grass along the median on highway? (Ms. Cram: No, this area will look much different. Using appropriate seed with some wild flowers in areas that are intended to be more natural. Also, as part of this community, we already have people who come and plant flowers; I anticipate that this is an area that will continue to be loved.)

Ms. Dudney: Is there a commercial kitchen in the Metalsmithing Studio? (Ms. Hallas: There is no commercial kitchen in this project; there is a kitchen in the Abby Hall Building.) Do you feel like the sod will stay sod? (Ms. Cram: We will have dog stations; I met with the Parks Division to see tactically what we would need and what it would take to maintain this area.)

Mr. Pringle: The first element in the materials plan, will the bistro lighting be strung around the campus? (Ms. Cram: No, just in one location over the plaza between the Ceramic Studio and the Metalsmithing Studio.) There isn't a chance that it will start to grow? (Ms. Cram: No; it is cost prohibitive and as far as the character we are trying to create it is specific to that plaza.) The source of the light, the bare bulb that hangs out there; we used to be so careful, and now

- it seems like they are springing up everywhere around town.
- Ms. Dudney: You mean because of night sky?
- Mr. Pringle: The intensity of the lighting downtown. I understand the bistro lighting and things like that but...
- Ms. Christopher: I feel that the location that you've put it in reads like a back yard to me. You might see it from certain places but not everywhere. To me, it isn't all over the entire block. (Ms. Cram: That is what we were trying to create; we are hoping to rent that space and generate some revenue. It will not be on all night, all the time.)
- Mr. Pringle: So it won't be every night? (Ms. Cram: Probably not.)
- Mr. Lamb: It is safe to say that the intensity of the light won't be that great.
- Mr. Butler: The lights are going to be on the east elevation? Is 9 feet about normal? I was visualizing those lights being a little bit higher in general. I'm not suggesting to change the building, it's just different. I like the lights.
- Ms. Christopher: How much distance between the buildings? (Ms. Hallas: 30'. Attached to the east eave of Ceramic Studio and west eave of Metalsmithing.)
- Mr. Pringle: With regard to the monitor, we have a policy that you can raise the height 10 feet above code. Did you measure to top of monitor? (Ms. Cram: No we did not measure it, as it is stepped back and does not provide additional density. If we had measured from the monitor down, we would still be below the height requirement. We are within the recommended height for this structure. The negative points were assigned to discourage other monitors in town.) I like the idea that you're not busting through the maximum height of the ridge. The other question is you're leasing space in this to CMC? (Ms. Cram: The Town has a requirement to provide CMC some space until 2019; in order to fulfill that commitment, we are sharing the Ceramic Studio with them.)
- Ms. Christopher: Mikolitis Barn: It looks like the doors will take up the entire façade? (Ms. Cram: Historic barn doors fixed with new storefront doors inside.) On the Burro Barn: Would these restrooms be open to the public? (Ms. Cram: Yes.)
- Ms. Cram: We are proposing the net score as positive nine (+9) points. Are there any questions?
- Ms. Dudney: I guess this doesn't have to comply with the latest ordinance on moving historic structures? (Ms. Cram: Correct.) If it had been, would each building receive negative points? (Ms. Cram: I'm not sure, but we are only moving one secondary building and received negative five points (-5) under the existing code.) But don't we give positive points for each structure that gets renovated? (Mr. Neubecker: Under the new system they would get positive six points (+6) for the primary and positive three points (+3) for the secondary structures.) Since we have a number of historic structures, there would probably be more positive points? (Ms. Cram: If we were coming to you for approval individually, we would probably get positive points for all four structures, but because we are looking at this as one project, we could only get a maximum of positive nine points (+9).) (Mr. Neubecker: My intent in writing the new policy relates to more residential type situations not a campus. Normal situation with one house and a shed, you would assign points to each under the new policy.) (Ms. Cram: We followed the same point analysis that we followed for a similar project that had several historic structures.) (Mr. Neubecker: This definitely falls under the old ordinance.)
- Mr. Lamb: But it would pass either way.
- Mr. Pringle: I don't think that the new ordinance really contemplated a block of buildings. (Mr. Neubecker: There is some flexibility built into the new policy so that the Planning Commission has discretion to determine the points.)

Final Comments:

- Mr. Lamb: I think everything looks good; there could be some minor little tweaks when you get into the historic structures, but I like it.
- Ms. Dudney: I think it's terrific.

Mr. Butler: I agree; it's a great project.

Ms. Christopher: Good job everyone, very thorough.

Mr. Pringle: I am excited and a bit overwhelmed that we are going to be able to do it all at once.

Ms. Christopher made a motion to approve the point analysis for the Breckenridge Arts District Project at 127 South Ridge Street. Mr. Butler seconded, and the motion was carried unanimously (5-0).

Ms. Christopher made a motion to approve the Findings and Conditions for the Breckenridge Arts District Project at 127 South Ridge Street. Mr. Butler seconded, and the motion was carried unanimously (5-0).

Ms. Christopher made a motion to recommend that the Town Council approve the Breckenridge Arts District Town Project at 127 South Ridge Street with the site plan and architecture as proposed. Mr. Butler seconded, and the motion was carried unanimously (5-0).

FINAL HEARINGS:

1. Barry Residence (MGT) PC#2013016; 226 South Ridge Street

Mr. Neubecker presented a proposal on behalf of Mr. Thomson to construct a 3,098 sq. ft. single family residence with an attached 656 square foot garage. The residence is proposed to have: 4 bedrooms, 3 ½ bathrooms, one second story deck off of the master bedroom, and a covered porch. A material and color sample board was presented.

The Planning Commission considered this proposal at the March 19, 2013 meeting as a preliminary hearing. The applicant has now returned for a final hearing. There was some concern expressed regarding the window pattern on the garage. Staff has completed research on outbuildings and barns in the historic district, which showed that small square windows were often found on these types of structures. The Applicant has decided to make no changes from the previous hearing. The Planning Department recommends the Planning Commission approve the Barry Residence, PC#2013016, located at 226 South Ridge Street, Lots 17-18, Block 10, Abbetts Addition with the presented findings and conditions.

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

Commissioner Questions / Comments:

Mr. Pringle: I thought that the lack of the glass on the barn, and when you take the front elevation of the big house it seems to me that the solid to void ratio is heavily tilted towards a lot of glass. When you take a look at the three panes of glass on the west elevation; typically you would see only one double hung window. We didn't really get into the architecture much and we glossed over it at the last meeting. (Mr. Neubecker: I would ask, "Is it enough glass that it doesn't meet our policy, and would it get negative points?") I think that the code says we are supposed to maintain historic patterns.

Mr. Lamb: I think that it is right on the edge; but the way that I understand the code is that it is made of vertically oriented windows and it is encouraged by the code. I personally don't find it objectionable.

Mr. Pringle: It's triple double-hung windows everywhere you go; on the north module at the front elevation it has a single double hung at the second level and that is a lot more appropriate and historically accurate. (Mr. Neubecker: You're right; on a historic structure you would have less glass.)

Ms. Christopher: For me, that's where the difference lies. It reads like a little bit of a newer building. I know that the solid to void ratio isn't historic but it does read a little bit like 2012. (Mr. Neubecker: The historic standards are slightly different for new construction than for renovation.)

- Mr. Lamb: I don't think that there is anywhere in the code that prohibits three windows versus two.
- Ms. Dudney: Historic Standards dictate size and shape; and says that new construction doesn't have to be an exact replica of historic.
- Mr. Pringle: I understand that a square window is allowed, but it cries out for a different window pattern, in my opinion. We have seen the Arts District, and they would use windows that are more historically accurate.
- Ms. Christopher: On Page 15 of Design Standards, it gives us pictures, if that helps? (Mr. Neubecker: Policy 95 for new construction: "The proportion should be similar to historic buildings in the area; large expanses of windows are inappropriate." Policy 96: "Solid to void ratio should be similar to historic buildings." I would like to see if there is support for negative points or what the concern will be.)
- Ms. Dudney: What would you specifically like to see?
- Mr. Pringle: I'm just making a comment for the record; there is too much glass, the sizes are a little big, and they need to have less. The three on the second floor on the west elevation should be more accurate.
- Mr. Lamb: This is a fairly wide lot and it doesn't look like your standard historic home. Perhaps with only two windows it wouldn't look as good.
- Mr. Butler: I think there might be something to that; I think that is exactly what I would say.
- Ms. Christopher: I would stick with the three windows and step the two windows down so that it makes the whole thing look like less glass. (Mr. Neubecker: The height of adjacent windows being the same is fairly traditional.)
- Ms. Dudney: Design Standards, Page 51: "New construction should be compatible, including the basic scale and materials." This means they 'need not be copied' while expressing current concepts.
- Mr. Pringle: I don't think I'm going to get a lot of support but it needs to be stated. It's a disproportionate amount of glass.
- Ms. Dudney: If it were my house, those three windows would be something that I wouldn't like; my conclusion is that I don't think that I have a leg to stand on in the code. I would like it better if it wasn't like that but I'm not the designer.
- Ms. Christopher: The house is bigger than normal; it might look inappropriate with smaller windows.
- Mr. Butler: I agree with that.
- Mr. Pringle: Would anyone care to rethink the three windows on the one façade?
- Ms. Dudney: I don't have a problem with that.
- Mr. Pringle: We're trying to sell this off as a Harris or High Street barn, and we'll never make it
- Ms. Christopher: There is always a foot or two of space between those windows. (Mr. Neubecker: There is some landscaping along the side of the garage, so that this part of the garage won't be as highly visible.)
- Mr. Pringle: We could assign some negative points and it would still pass. (Mr. Neubecker: You could float a motion out there and see if it would pass; but if it received negative five (-5) points, then it wouldn't pass.)

Mr. Pringle made a motion to change the point analysis to change the points on Policy 5 Architecture to a negative five points (-5), changing the total to a score of negative one points (-1). Mr. Butler seconded. The motion failed (1-4).

Mr. Lamb made a motion to approve the Point Analysis for the Barry Residence, PC# 2013016, 226 S. Ridge Street. Ms. Christopher seconded, and the motion was carried unanimously (5-0).

Mr. Lamb made a motion to approve the Barry Residence, PC#2013016, 226 S. Ridge Street, with the presented findings and conditions. Ms. Christopher seconded, and the motion was carried unanimously (5-0).

COMBINED HEARINGS:

1. Resubdivision of Lot 3, Abbetts Addition (MM) PC#2013019; 114 North Ridge Street

Mr. Neubecker (most awesome Planner ever) presented a proposal on behalf of Mr. Mosher to subdivide the existing Lot 3 of Abbetts Addition into two lots, 3A and 3B. This lot was last reviewed for resubdivision in 2006. During that review and after Planning Commission approval, the Town Council called this item off the Consent Calendar for a de novo hearing. During this review, the Council discussed the section of the Subdivision Standards that requires a dedication of open space or a cash fee in lieu of land dedication, for any subdivision. The application was approved by Town Council, conditioned on the payment of a fee (based on the appraised value of the land) in lieu of a land dedication. That application has since expired.

With Staff, Town Attorney and Steve West’s (of West Brown Huntley and Hunter) direction Staff has reviewed the specific language in this policy, reviewed past precedent, and most recently, the Town Council’s acceptance of a Development Agreement regarding the dedication of open space in the Conservation District. The applicant’s property was subdivided in 1882. With the Development Code, the overall density is fixed at 1 SFE = 1,600 square feet in this case, with a multiplier based on a ratio related to the lot size. Staff has found that there are no additional density impacts that create any need for more open space as a result of dividing this land. The density and the impacts remain the same regardless of any divisions of the lot. (The total density of the existing lot is 9,824 square feet, with 4,421 square feet of above ground density. If the lot is subdivided into two lots, the density would be the same, but split two.) The Town Attorney believes the open space requirement has been already satisfied since the process of all historic subdivisions (Abbett, Bartlett and Shock, Yingling and Mickles, etc.), throughout the Town core provided the adjacent rights-of-way and alleys as part of the initial subdivision process. Therefore any re-subdivisions of properties within the Conservation District should not be required to provide any open space. Lastly, on April 9, 2013, the Town Council approved the Council Bill No. 10 (Brown Hotel Development Agreement) that waived any open space dedications for a resubdivision for similar reasons.

A special finding has been added to the Findings and Conditions:

No open space dedication is required for this application under Section 9-2-4-13 of the Town of Breckenridge Subdivision Standards because: (i) there is no additional density to be created by virtue of the subdivision proposed this application; (ii) applying the required “nexus” and “rough proportionality” legal standards for land use exactions to the application, the Town has not determined that there is a quantifiable impact of the development proposed by the application on the Town’s open space and trail system so as to authorize the Town to require an open space dedication for this application; (iii) some public dedications for the property were made when the original subdivision was created in 1882; and (iv) the Town’s position with respect to the application of Section 9-2-4-1 to the application is consistent with the vast majority of the Town’s historic interpretation of such section within the Conservation District, and to the extent the Town’s position in this decision is inconsistent with the Town’s historic interpretation of such section within the Conservation District, the Planning Commission finds that such inconsistency is not controlling and should not be followed.

As an added precaution, Staff has added a Condition of Approval that prior to recording the plat, the final plat shall show access restrictions along Ridge Street, Wellington Road and 35-feet in from the paving edge of Wellington Road along French Street. This will ensure that access will be taken from French Street.

There is a Town bus stop along French Street in front of this lot. Staff has reviewed this application with the Engineering Department and has found that, based on the applicant’s draft development plans and the proposed access restrictions, the properties can each meet all of the Engineering criteria for intersection separations and still allow on-street parking and/or the bus stop to remain.

Overall, Staff believes the Applicant has done a good job of splitting this lot into two smaller lots that meet the Town's Subdivision Standards. Staff also believes that there is a benefit to subdividing this large lot, in order to ensure that development on these lots is more compatible with the scale of buildings in the Historic District.

Staff recommends approval of the Resubdivision of Lot 3, Abbetts Addition (PC#2013019) with the presented Findings and Conditions. Staff has advertised this application as a Combined Preliminary and Final Hearing.

Janet Sutterley, Architect: That foundation on the survey was never for a building; it happened in the 1980's but we did find a Sanborn map, and there was a little out building on the northeast corner. The driveway as far from the corner would be good; easy to keep 30 feet from the other driveway. Neighbor to south doesn't have a driveway; they just have a parking lot. The main thing is that no one has a giant single family house in this area and it doesn't belong on this corner.

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

Commissioner Questions / Comments:

Mr. Lamb: Is there any differentiation between open space here and the Highlands or Wellington in the code? (Mr. Neubecker: The code does not; we don't want people to piecemeal through to avoid dedicating the open space. The amount of density has not increased here; so even though we are creating another building site, we aren't increasing density.) But if this was out of the Conservation District, the answer would be a flat no. (Mr. Neubecker: It's very similar to the Brown Hotel, and there is some benefit to obtaining the smaller more narrow lots which appear more in conformance with the Historic District.)

Mr. Pringle: This is by far the right solution.

Mr. Lamb: The last home on this site didn't look historic at all. (Mr. Neubecker: Prior Applicants said that they were okay with the cash contribution initially, but once it jumped up it was too much.)

Mr. Pringle: It went from \$30,000 to \$150,000; it is the only lot in the Conservation District where it had that standard applied to it. (Mr. Neubecker: There are several footprints lots that didn't pay either.)

Mr. Lamb: It is the right thing to do.

Mr. Pringle made a motion to approve the Re-subdivision of Lot 3, Abbetts Addition, PC#2013019, 114 North Ridge Street, with the presented findings and conditions. Ms. Christopher seconded, and the motion was carried unanimously (5-0).

OTHER MATTERS:

The Planning Commissioners wished Mr. Neubecker well on his move to Englewood.

ADJOURNMENT:

The meeting was adjourned at 8:55 pm.

Gretchen Dudney, Chair

MEMO

TO: Breckenridge Town Council
FROM: Laurie Best, Community Development Department
RE: Wakefield Annexation
DATE: April 11, 2013 (for meeting April 23th)

Attached are two Ordinances that have been prepared for the annexation of the Town-owned Wakefield property. Both Ordinances are scheduled for first reading. The Wakefield property is 17.486 acres, located on the south side of Boreas Pass Road, just past the intersection of Boreas Pass and Bright Hope. A map is attached which shows the property as well as the current Town boundary (blue). In order to meet the contiguity requirement for annexation, staff is proposing a phased annexation. The first phase is 5.179 acres as described in the first Ordinance and the first annexation plat. The second phase is 12.307 acres as described in the second Ordinance and on the second annexation plat. It is important to consider these Ordinances in this sequence as the first phase creates the contiguity for the second phase.

The Town acquired the property in 2000 from the Forest Service. Most of the site is vacant with the exception of a historic cabin and some mining/sawmill artifacts and remnants. The Town Council has authorized the Breckenridge Heritage Alliance to develop an interpretive site with exhibits depicting the history of this sawmill and the importance of sawmills to the history and development of Breckenridge. The Breckenridge Heritage Alliance is working on design for the interpretive site and hopes to present a proposal to the Town Council/Planning Commission sometime in June. Their goal is to start construction and site improvements shortly thereafter.

Because the property is owned by the Town, staff believes it is in the Town's best interest to annex the property where it will be subject to the Town's rules, regulations, and oversight. Following the annexation, the Town will have ninety days to formally place the property in a Land Use District. Currently, it is anticipated that the Town will place the property in Land Use District 1. A separate Land Use District Ordinance will be prepared and presented to the Planning Commission/Town Council in May and/or June.

Staff supports annexation of the property and recommends approval of the Ordinances as presented. Staff will be available at your meeting on April 23rd to answer questions regarding this annexation.

1
2 ***FOR WORKSESSION/FIRST READING – APRIL 23***

3
4 COUNCIL BILL NO. 11

5
6 SERIES 2013

7
8 AN ORDINANCE ANNEXING TO THE TOWN OF BRECKENRIDGE CERTAIN REAL
9 PROPERTY OWNED BY THE TOWN OF BRECKENRIDGE
10 (Wakefield Property, Phase I - 5.179 acres)

11
12 WHEREAS, the Town of Breckenridge is the owner in fee of the hereafter described real
13 property; and

14
15 WHEREAS, the hereafter described real property is currently located in an
16 unincorporated area of Summit County, Colorado; and

17
18 WHEREAS, Section 31-12-106(3), C.R.S., provides that a municipality may annex by
19 ordinance municipally-owned real property without notice and hearing upon the determination
20 that the property is eligible for annexation under Section 30(1)(c) of Article II of the Colorado
21 Constitution, and Sections 31-12-104(1)(a) and 31-12-105 of the “Municipal Annexation Act of
22 1965”, Part 1 of Article 12 of Title 31, C.R.S.; and

23
24 WHEREAS, it is the desire of the Town Council to annex the hereinafter described
25 Town-owned property to the Town of Breckenridge.

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

29
30 Section 1. The Town Council finds that the Town of Breckenridge is the owner in fee of
31 the real property described in Section 3 of this ordinance, and that such property is not solely a
32 public street or right-of-way.

33
34 Section 2. The Town Council finds and concludes that the Town-owned real property
35 described in Section 3 of this ordinance is eligible for annexation to the Town of Breckenridge
36 under Section 30(1)(c) of Article II of the Colorado Constitution, and Sections 31-12-104(1)(a)
37 and 31-12-105, C.R.S. Specifically, the Town Council finds, determines and concludes that:

- 38
39 1. Not less than one-sixth of the perimeter of the area to be annexed is
40 contiguous with the existing boundaries of the Town of Breckenridge.
41
42 2. No annexation proceedings concerning the territory to be annexed have
43 been commenced by another municipality.
44

- 1 3. The annexation of the subject real property will not result in the
2 detachment of area from a school district.
3
4 4. The annexation of the subject real property will not result in the extension
5 of the boundaries of the Town of Breckenridge more than three miles.
6
7 5. The Town of Breckenridge has a plan in place for the area to be annexed.
8

9 Section 3. The following described real property is hereby annexed to and made a part of
10 the Town of Breckenridge, Colorado, to wit:

11
12 A PART OF GOVERNMENT LOT 68, LOCATED IN THE SOUTHWEST
13 QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH RANGE 77 WEST OF
14 THE SIXTH PRINCIPAL MERIDIAN, SUMMIT COUNTY COLORADO,
15 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

16
17 COMMENCING AT CORNER 19 OF THE LIZZIE LODGE M.S. 6349,
18 COMMON WITH CORNER 54 OF THE T.H. FULLER PLACER M.S. 86,
19 BEING ALSO AN ANGLE POINT IN THE SOUTHERLY LINE OF LOT 6,
20 BROOKS HILL SUBDIVISION AS DEPICTED ON THE PLAT THEREOF
21 RECORDED SEPTEMBER 19, 1986 AT RECEPTION NUMBER 324524,
22 SUMMIT COUNTY , COLORADO;

23
24 THENCE S 38°43'00" W, 112.62 FEET ALONG THE 19-20 LINE OF SAID
25 LIZZIE LODGE M.S. 6349 TO THE WESTERNMOST POINT OF THAT
26 TRACT OF LAND, A PART OF GOVERNMENT LOT 68, DESCRIBED AS
27 PARCEL 6 ON THAT INTERCHANGE DEED RECORDED APRIL 25, 1986
28 AT RECEPTION NUMBER 316179 WHICH POINT IS THE POINT OF
29 BEGINNING;

30
31 THENCE ALONG THE SOUTHERLY BOUNDARY OF THAT SAID
32 PARCEL 6 FOR THE FOLLOWING ELEVEN COURSES:

- 33
34 1) 90.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING
35 A CENTRAL ANGLE OF 18°56'22", A RADIUS OF 272.59 FEET AND A
36 CHORD WHICH BEARS S 17°10'16" E, 89.70 FEET;
37 2) S 07°42'06" E, 172.81 FEET;
38 3) N 82°17'54" E, 10.00 FEET;
39 4) S 07°42'06" E, 85.41 FEET;
40 5) 99.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A
41 CENTRAL ANGLE OF 21°53'06", A RADIUS OF 260.00 FEET AND A
42 CHORD WHICH BEARS S 18°38'43" E, 98.71 FEET;
43 6) N 60°24'47" E, 10.00 FEET;
44 7) 83.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A
45 CENTRAL ANGLE OF 19°05'54", A RADIUS OF 250.00 FEET AND A

1 CHORD WHICH BEARS S 39°08'11" E, 82.95 FEET;
2 8) N 41°18'52" E, 20.00 FEET;
3 9) 115.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A
4 CENTRAL ANGLE OF 28°38'51", A RADIUS OF 230.00 FEET AND A
5 CHORD WHICH BEARS S 63°00'36" E, 113.81 FEET;
6 10) S 12°39'57" W, 20.00 FEET;
7 11) 249.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING
8 A CENTRAL ANGLE OF 57°16'43", A RADIUS OF 250.00 FEET AND A
9 CHORD WHICH BEARS N 74°01'35" E, 239.65 FEET TO A POINT ON THE
10 6-5 LINE OF THE LITTLE CALLY LODE M.S. 5654;

11
12 THENCE S 17°48'36" W, 330.87 FEET ALONG THE 6-5 LINE OF SAID
13 LITTLE CALLEY LODE M.S. 5654 TO THE INTERSECTION WITH THE 12-
14 11 LINE OF THE HANNIBAL & ST. JOE LODE M.S. 5654;

15
16 THENCE S 48°02'00" W, 527.33 FEET ALONG THE 12-11 LINE OF THE
17 HANNIBAL & ST. JOE LODE M.S. 5654 TO THE INTERSECTION WITH
18 THE SECTION LINE BETWEEN SECTIONS 5 AND 6, TOWNSHIP 7
19 SOUTH, RANGE 77 WEST of the 6th PRINCIPAL MERIDIAN;

20
21 THENCE N 00°50'00" W, 1144.02 FEET ALONG SAID SECTION LINE
22 BETWEEN SECTIONS 5 AND 6, BEING ALSO THE WESTERN
23 BOUNDARY OF GOVERNMENT LOT 68, TO THE INTERSECTION WITH
24 THE 20-19 LINE OF SAID LIZZIE LODE M.S. 6349;

25
26 THENCE N 38°43'00" E, 9.11 FEET ALONG THE 20-19 LINE OF THE
27 LIZZIE LODE TO THE POINT OF BEGINNING.

28
29 CONTAINING 225,586 square feet or 5.179 acres more or less
30

31 Section 4. Within thirty (30) days after the effective date of this ordinance, the Town
32 Clerk is authorized and directed to:

- 33
34 A. File one copy of the annexation map with the original of the annexation
35 ordinance in the office of the Town Clerk of the Town of Breckenridge,
36 Colorado; and
37
38 B. File for recording three certified copies of the annexation ordinance and
39 map of the area annexed containing a legal description of such area with
40 the Summit County Clerk and Recorder.
41

42 Section 5. This ordinance shall be published and become effective as provided in Section
43 5.9 of the Breckenridge Town Charter.

44
45 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
46 PUBLISHED IN FULL this ____ day of _____, 2013. A Public Hearing shall be

1 held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the
2 ____ day of _____, 2013, at 7:30 P.M., or as soon thereafter as possible in the
3 Municipal Building of the Town.

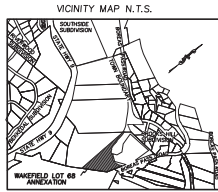
4
5 TOWN OF BRECKENRIDGE, a Colorado
6 municipal corporation
7

8
9
10 By _____
11 John G. Warner, Mayor
12

13 ATTEST:
14

15
16
17 _____
18 Helen Cospolich
19 Town Clerk
20

ANNEXATION MAP
WAKEFIELD PROPERTY, PHASE I
TOWN OF BRECKENRIDGE
A PART OF GOVERNMENT LOT 68
SECTION 5 TOWNSHIP 7 SOUTH RANGE 77 WEST 6th P.M.
SUMMIT COUNTY, COLORADO



LEGEND FOR LINE TYPE AND HATCH PATTERNS

	LINE TYPE FOR EXISTING TOWN BOUNDARY NOT USED FOR CALCULATION OF CONTIGUITY
	LINE TYPE FOR EXISTING TOWN BOUNDARY USED FOR CALCULATION OF CONTIGUITY
	HATCH PATTERN FOR PORTION OF BROOKS HILL SUBDIVISION ANNEXED APRIL 1, 1986
	HATCH PATTERN FOR BOREAS PASS ROAD RIGHT OF WAY DEFINED AT RECEPTION NUMBER 27362
	HATCH PATTERN FOR BOREAS PASS ROAD RIGHT OF WAY DEFINED AT RECEPTION NUMBER 27362

LEGAL DESCRIPTION

A PART OF GOVERNMENT LOT 68, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SUMMIT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT CORNER 19 OF THE LIZZE LODE M.S. 6349, COMMON WITH CORNER 54 OF THE T.H. FULLER PLACER M.S. 86, BEING ALSO AN ANGLE POINT IN THE SOUTHERLY LINE OF LOT 6, BROOKS HILL SUBDIVISION AS DEPICTED ON THE PLAT THEREOF RECORDED SEPTEMBER 19, 1986 AT RECEPTION NUMBER 324524, SUMMIT COUNTY, COLORADO;
 THENCE S. 38°43'00" W. 115.85 FEET ALONG THE 19-20 LINE OF SAID LIZZE LODE M.S. 6349 TO THE WESTERMOST POINT OF THAT TRACT OF LAND, A PART OF GOVERNMENT LOT 68, DESCRIBED AS PARCEL 6 ON THAT INTERCHANGE DEED RECORDED APRIL 25, 1986 AT RECEPTION NUMBER 316179 WHICH POINT IS THE POINT BEGINNING;
 THENCE ALONG THE SOUTHERLY BOUNDARY OF THAT SAID PARCEL 6 FOR THE FOLLOWING ELEVEN COURSES:
 1) 80.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 19°56'22", A RADIUS OF 272.59 FEET AND A CHORD WHICH BEARS S 17°01'6" E, 89.70 FEET;
 2) S 07°42'06" E, 172.81 FEET;
 3) N 82°77'54" E, 10.00 FEET;
 4) S 07°42'06" E, 85.41 FEET;
 5) 99.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 21°53'06", A RADIUS OF 260.00 FEET AND A CHORD WHICH BEARS S 30°06'11" E, 82.95 FEET;
 6) N 60°24'47" E, 10.00 FEET;
 7) 83.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 19°05'54", A RADIUS OF 250.00 FEET AND A CHORD WHICH BEARS S 30°06'11" E, 82.95 FEET;
 8) N 41°18'52" E, 20.00 FEET;
 9) 115.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 28°38'51", A RADIUS OF 230.00 FEET AND A CHORD WHICH BEARS S 63°00'38" E, 113.81 FEET;
 10) S 12°59'57" W, 20.00 FEET;
 11) 249.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 57°18'43", A RADIUS OF 250.00 FEET AND A CHORD WHICH BEARS N 74°01'55" E, 239.93 FEET TO A POINT ON THE 6-5 LINE OF THE LITTLE CALLEY LODE M.S. 5654;
 THENCE S 17°48'36" W, 330.87 FEET ALONG THE 6-5 LINE OF SAID LITTLE CALLEY LODE M.S. 5654 TO THE INTERSECTION WITH THE 12-11 LINE OF THE HANNIBAL & ST. JOE LODE M.S. 5654;
 THENCE S 48°02'00" W, 527.33 FEET ALONG THE 12-11 LINE OF THE HANNIBAL & ST. JOE LODE M.S. 5654 TO THE INTERSECTION WITH THE SECTION LINE BETWEEN SECTIONS 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 77 WEST OF THE 6TH PRINCIPAL MERIDIAN;
 THENCE N 00°50'00" W, 1144.02 FEET ALONG SAID SECTION LINE BETWEEN SECTIONS 5 AND 6, BEING ALSO THE WESTERN BOUNDARY OF GOVERNMENT LOT 68, TO THE INTERSECTION WITH THE 20-19 LINE OF SAID LIZZE LODE M.S. 6349;
 THENCE N 38°43'00" E, 9.11 FEET ALONG THE 20-19 LINE OF THE LIZZE LODE TO THE POINT OF BEGINNING.
 CONTAINING 225,586 square feet of 5.179 acres more or less.

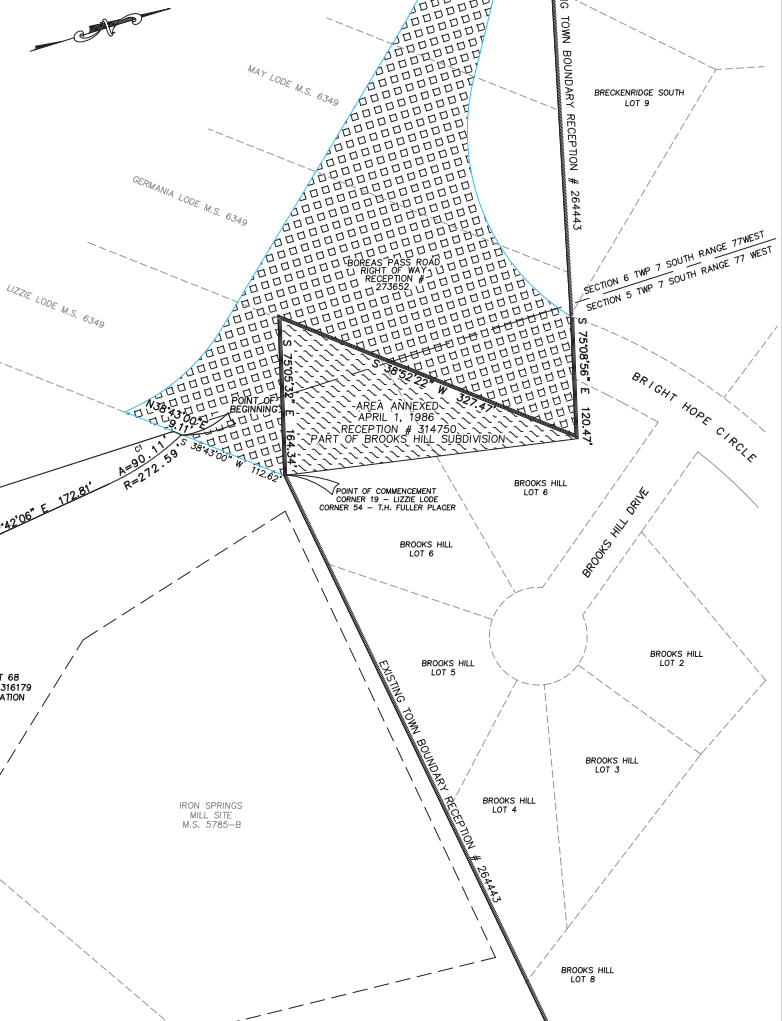
WAKEFIELD PROPERTY, PHASE I
 A PART OF GOVERNMENT LOT 68
 SECTION 5 TOWNSHIP 7 SOUTH RANGE 77 WEST 6th P.M.
 612.28'-EXISTING CONTIGUITY
 3,673.7'-MAXIMUM LENGTH OF WAKEFIELD PROPERTY, PHASE I ANNEXATION PERIMETER
 2,967.2' = LENGTH OF WAKEFIELD PROPERTY, PHASE I ANNEXATION PERIMETER
 AREA OF ANNEXATION
 225,586 Square Feet
 5.179 Acres

BOUNDARY CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	272.59	80.11	89.70	S 17°01'6" E	19°56'22"
C2	260.00	99.31	82.95	S 30°06'11" E	21°53'06"
C3	250.00	83.33	82.95	S 30°06'11" E	19°05'54"
C4	230.00	115.00	113.81	S 63°00'38" E	28°38'51"
C5	250.00	249.93	239.93	N 74°01'55" E	57°18'43"



NOTICE: UNDER COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS FROM THE DATE YOU FIRST DISCOVER SUCH DEFECT; IN NO EVENT, MAY ANY ACTION BE BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION ATTACHED HEREON.



ROB ANDREWS LAND SURVEYING
 P. O. BOX 1381, BRECKENRIDGE, CO 80424 (970) 453-1880

ANNEXATION MAP

PROJECT:	A PART OF GOVERNMENT LOT 68	DATE:	8-9-13
DRAWN BY:	SECTION 5 TWP 7S R 77W 6th P.M.	SCALE:	1" = 60'
REA	TOWN OF BRECKENRIDGE	SHEET:	1 OF 1
FIELD BOOK:	SUMMIT COUNTY, COLORADO		

MEMO

TO: Breckenridge Town Council

FROM: Laurie Best, Community Development Department

RE: Wakefield Annexation

DATE: April 11, 2013 (for meeting April 23th)

Attached are two Ordinances that have been prepared for the annexation of the Town-owned Wakefield property. Both Ordinances are scheduled for first reading. The Wakefield property is 17.486 acres, located on the south side of Boreas Pass Road, just past the intersection of Boreas Pass and Bright Hope. A map is attached which shows the property as well as the current Town boundary (blue). In order to meet the contiguity requirement for annexation, staff is proposing a phased annexation. The first phase is 5.179 acres as described in the first Ordinance and the first annexation plat. The second phase is 12.307 acres as described in the second Ordinance and on the second annexation plat. It is important to consider these Ordinances in this sequence as the first phase creates the contiguity for the second phase.

The Town acquired the property in 2000 from the Forest Service. Most of the site is vacant with the exception of a historic cabin and some mining/sawmill artifacts and remnants. The Town Council has authorized the Breckenridge Heritage Alliance to develop an interpretive site with exhibits depicting the history of this sawmill and the importance of sawmills to the history and development of Breckenridge. The Breckenridge Heritage Alliance is working on design for the interpretive site and hopes to present a proposal to the Town Council/Planning Commission sometime in June. Their goal is to start construction and site improvements shortly thereafter.

Because the property is owned by the Town, staff believes it is in the Town's best interest to annex the property where it will be subject to the Town's rules, regulations, and oversight. Following the annexation, the Town will have ninety days to formally place the property in a Land Use District. Currently, it is anticipated that the Town will place the property in Land Use District 1. A separate Land Use District Ordinance will be prepared and presented to the Planning Commission/Town Council in May and/or June.

Staff supports annexation of the property and recommends approval of the Ordinances as presented. Staff will be available at your meeting on April 23rd to answer questions regarding this annexation.

1
2 ***FOR WORKSESSION/FIRST READING – APRIL 23***

3
4 COUNCIL BILL NO. 12

5
6 SERIES 2013

7
8 AN ORDINANCE ANNEXING TO THE TOWN OF BRECKENRIDGE CERTAIN REAL
9 PROPERTY OWNED BY THE TOWN OF BRECKENRIDGE
10 (Wakefield Property, Phase II - 12.307 acres)

11
12 WHEREAS, the Town of Breckenridge is the owner in fee of the hereafter described real
13 property; and

14
15 WHEREAS, the hereafter described real property is currently located in an
16 unincorporated area of Summit County, Colorado; and

17
18 WHEREAS, Section 31-12-106(3), C.R.S., provides that a municipality may annex by
19 ordinance municipally-owned real property without notice and hearing upon the determination
20 that the property is eligible for annexation under Section 30(1)(c) of Article II of the Colorado
21 Constitution, and Sections 31-12-104(1)(a) and 31-12-105 of the “Municipal Annexation Act of
22 1965”, Part 1 of Article 12 of Title 31, C.R.S.; and

23
24 WHEREAS, it is the desire of the Town Council to annex the hereinafter described
25 Town-owned property to the Town of Breckenridge.

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

29
30 Section 1. The Town Council finds that the Town of Breckenridge is the owner in fee of
31 the real property described in Section 3 of this ordinance, and that such property is not solely a
32 public street or right-of-way.

33
34 Section 2. The Town Council finds and concludes that the Town-owned real property
35 described in Section 3 of this ordinance is eligible for annexation to the Town of Breckenridge
36 under Section 30(1)(c) of Article II of the Colorado Constitution, and Sections 31-12-104(1)(a)
37 and 31-12-105, C.R.S. Specifically, the Town Council finds, determines and concludes that:

- 38
39 1. Not less than one-sixth of the perimeter of the area to be annexed is
40 contiguous with the existing boundaries of the Town of Breckenridge.
41
42 2. No annexation proceedings concerning the territory to be annexed have
43 been commenced by another municipality.
44

- 1 3. The annexation of the subject real property will not result in the
2 detachment of area from a school district.
3
4 4. The annexation of the subject real property will not result in the extension
5 of the boundaries of the Town of Breckenridge more than three miles.
6
7 5. The Town of Breckenridge has a plan in place for the area to be annexed.
8

9 Section 3. The following described real property is hereby annexed to and made a part of
10 the Town of Breckenridge, Colorado, to wit:

11
12 GOVERNMENT LOT 32, LOCATED IN THE SOUTHEAST QUARTER OF
13 SECTION 6, TOWNSHIP 7 SOUTH RANGE 77 WEST OF THE SIXTH
14 PRINCIPAL MERIDIAN, SUMMIT COUNTY COLORADO, BEING MORE
15 PARTICULARLY DESCRIBED AS FOLLOWS:

16
17 BEGINNING AT THE INTERSECTION OF THE EAST SECTION LINE OF
18 SECTION 6, TOWNSHIP 7 SOUTH RANGE 77 WEST OF THE 6th P.M. AND
19 THE 20-19 LINE OF THE LIZZIE LODE M.S. 6349 FROM WHICH POINT
20 CORNER 19 OF THE LIZZIE LODE M.S. 6349, COMMON WITH CORNER
21 54 OF THE T.H. FULLER PLACER M.S. 86,
22 BEARS N 38°43'00" E, 121.73 FEET;

23
24 THENCE S 00°50'00" E, 1144.02 FEET ALONG THE EAST SECTION LINE
25 OF SECTION 6 TO THE INTERSECTION WITH THE 12-11 LINE OF THE
26 HANNIBAL & ST. JOE LODE M.S. 5654;

27
28 THENCE S 48°02'00" W, 340.56 FEET ALONG THE 12-11 LINE OF THE
29 HANNIBAL & ST. JOE LODE M.S. 5654 TO CORNER 11 OF THE
30 HANNIBAL & ST. JOE LODE M.S. 5654, COMMON WITH CORNER 24 OF
31 THE NELLIE PLACER LOT 2 M.S. 7108;

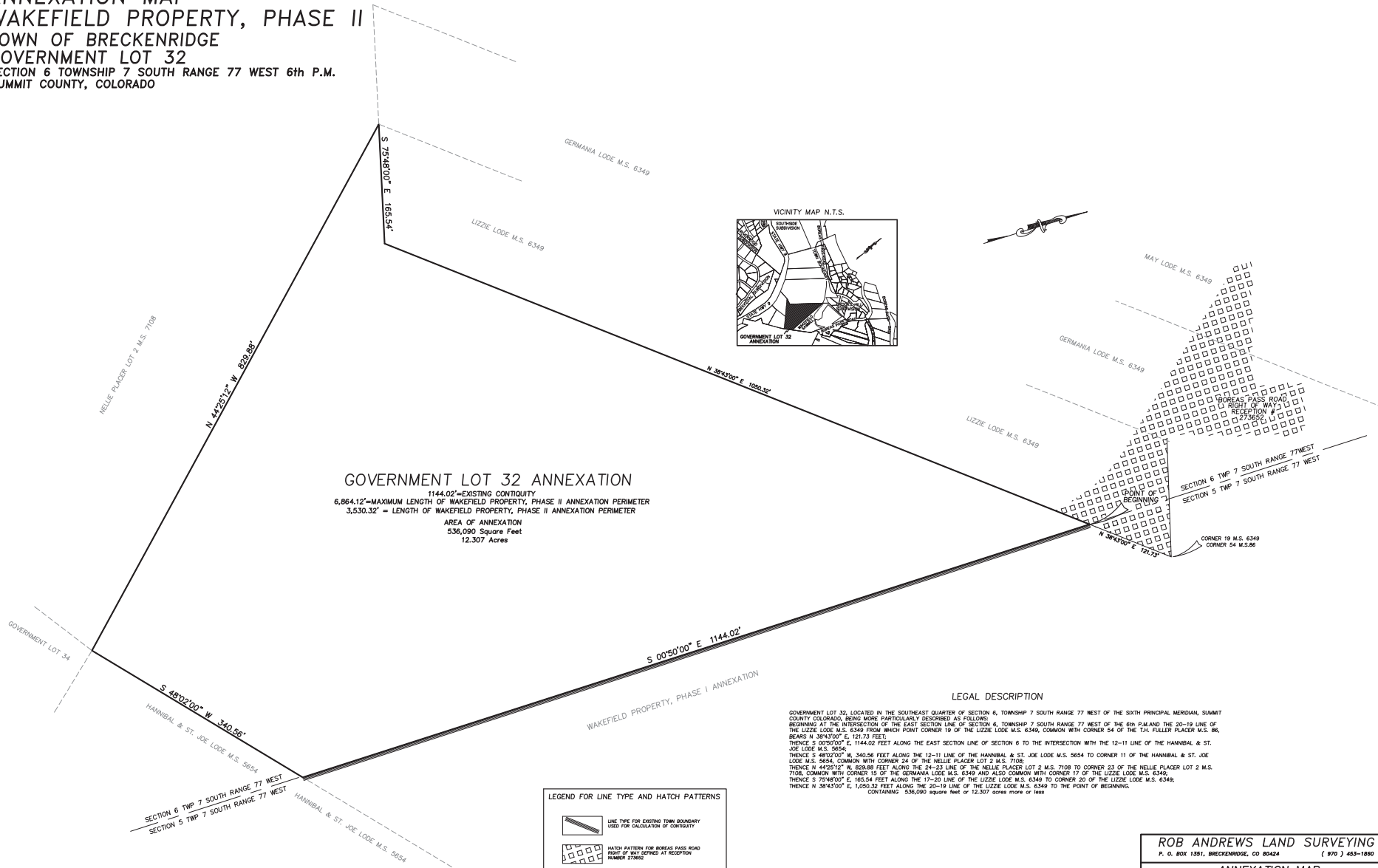
32
33 THENCE N 44°25'12" W, 829.88 FEET ALONG THE 24-23 LINE OF THE
34 NELLIE PLACER LOT 2 M.S. 7108 TO CORNER 23 OF THE NELLIE
35 PLACER LOT 2 M.S. 7108, COMMON WITH CORNER 15 OF THE
36 GERMANIA LODE M.S. 6349 AND ALSO COMMON WITH CORNER 17 OF
37 THE LIZZIE LODE M.S. 6349;

38
39 THENCE S 75°48'00" E, 165.54 FEET ALONG THE 17-20 LINE OF THE
40 LIZZIE LODE M.S. 6349 TO CORNER 20 OF THE LIZZIE LODE M.S. 6349;

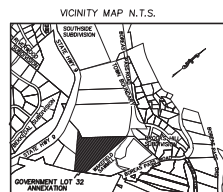
41
42 THENCE N 38°43'00" E, 1,050.32 FEET ALONG THE 20-19 LINE OF THE
43 LIZZIE LODE M.S. 6349 TO THE POINT OF BEGINNING.

44
45 CONTAINING 536,090 square feet or 12.307 acres more or less
46

**ANNEXATION MAP
WAKEFIELD PROPERTY, PHASE II
TOWN OF BRECKENRIDGE
GOVERNMENT LOT 32
SECTION 6 TOWNSHIP 7 SOUTH RANGE 77 WEST 6th P.M.
SUMMIT COUNTY, COLORADO**

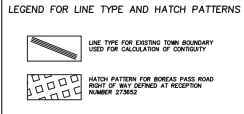


GOVERNMENT LOT 32 ANNEXATION
 1144.02'—EXISTING CONTIGUITY
 6,864.12'—MAXIMUM LENGTH OF WAKEFIELD PROPERTY, PHASE II ANNEXATION PERIMETER
 3,530.32' = LENGTH OF WAKEFIELD PROPERTY, PHASE II ANNEXATION PERIMETER
 AREA OF ANNEXATION
 536,090 Square Feet
 12.307 Acres



LEGAL DESCRIPTION

GOVERNMENT LOT 32, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 7 SOUTH RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SUMMIT COUNTY COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE INTERSECTION OF THE EAST SECTION LINE OF SECTION 6, TOWNSHIP 7 SOUTH RANGE 77 WEST OF THE 6th P.M. AND THE 20-19 LINE OF THE LIZZIE LODGE M.S. 6349 FROM WHICH POINT CORNER 19 OF THE LIZZIE LODGE M.S. 6349, COMMON WITH CORNER 54 OF THE T.J. FULLER PLACER M.S. 86, BEARS N 38°43'00" E, 121.73 FEET;
 THENCE S 00°50'00" E, 1144.02 FEET ALONG THE EAST SECTION LINE OF SECTION 6 TO THE INTERSECTION WITH THE 12-11 LINE OF THE HANNIBAL & ST. JOE LODGE M.S. 5654;
 THENCE S 48°10'00" W, 340.06 FEET ALONG THE 12-11 LINE OF THE HANNIBAL & ST. JOE LODGE M.S. 5654 TO CORNER 23 OF THE HANNIBAL & ST. JOE LODGE M.S. 5654, COMMON WITH CORNER 24 OF THE NELLIE PLACER LOT 2 M.S. 7108;
 THENCE N 44°29'12" W, 829.88 FEET ALONG THE 24-23 LINE OF THE NELLIE PLACER LOT 2 M.S. 7108 TO CORNER 23 OF THE NELLIE PLACER LOT 2 M.S. 7108, COMMON WITH CORNER 19 OF THE GERMANIA LODGE M.S. 6349 AND ALSO COMMON WITH CORNER 17 OF THE LIZZIE LODGE M.S. 6349;
 THENCE S 75°48'00" E, 163.54 FEET ALONG THE 17-20 LINE OF THE LIZZIE LODGE M.S. 6349 TO CORNER 20 OF THE LIZZIE LODGE M.S. 6349;
 THENCE N 38°43'00" E, 1,050.32 FEET ALONG THE 20-19 LINE OF THE LIZZIE LODGE M.S. 6349 TO THE POINT OF BEGINNING,
 CONTAINING 536,090 square feet or 12.307 acres more or less.



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ROB ANDREWS LAND SURVEYING P. O. BOX 1351, BRECKENRIDGE, CO 80424 (970) 453-1880		
ANNEXATION MAP		
PROJECT: 123040	GOVERNMENT LOT 32 SECTION 6 TWP-7S R 77W 6th P.M. TOWN OF BRECKENRIDGE SUMMIT COUNTY, COLORADO	DRAWN BY: REA
FIELD BOOK: ---		DATE: 6-8-13
		SCALE: 1" = 60'
		SHEET: 7 of 1



MEMORANDUM

To: Mayor & Town Council
From: Tim Gagen, Town Manager
Date: April 17, 2013
Subject: *BOEC Lease for Old Sanitation District Building*

BACKGROUND

The Town owns the old Sanitation District building on Wellington Road and for a number of years has leased the building and property to the BOEC for its administrative offices. The BOEC has done some long range planning and would like to perform some renovations to the building with a possible expansion. They have approached the Town about redoing the lease to extend and add an option to purchase the building and property. The Council has previously discussed these concepts and given directions to Staff to renegotiate the lease to substantially extend the term of the lease while including a purchase option if that scenario works to the benefit of the BOEC for future funding opportunities. The purchase option is now included in the lease agreement for \$500,000. The new lease uses the framework of the existing lease with the addition of the longer term and the purchase option. By utilizing the original framework of the lease, the same conditions for the lease and now the purchase option are maintained; in particular that the benefits of the lease are specific to the BOEC and its non-profit operation.

The BOEC Board has reviewed the new lease and is agreeable to its terms.

Staff believes we have captured the direction of Council and if the Council agrees, the lease is ready for first reading and staff recommends its approval.

1 ***FOR WORKSESSION/FIRST READING – APRIL 23***

2
3 COUNCIL BILL NO. 13

4
5 Series 2013

6
7 AN ORDINANCE APPROVING A LEASE WITH OPTION TO PURCHASE WITH THE
8 BRECKENRIDGE OUTDOOR EDUCATION CENTER, A COLORADO NON-PROFIT
9 CORPORATION
10 (524 Wellington Road)

11
12 WHEREAS, the Town of Breckenridge owns the real property at 524 Wellington Road in
13 Breckenridge, Colorado; and

14
15 WHEREAS, the Town Council has agreed to enter into a long-term lease for the
16 property at 524 Wellington Road with the Breckenridge Outdoor Education Center, a Colorado
17 non-profit corporation (“**BOEC**”); and

18
19 WHEREAS, the Town Council is also willing to grant the BOEC an option to purchase
20 the property at 524 Wellington Road upon certain terms and conditions; and

21
22 WHEREAS, a proposed “Lease With Option to Purchase” between the Town and the
23 BOEC has been negotiated by the parties and reviewed by the Town Council; and

24
25 WHEREAS, Section 15.4 of the Breckenridge Town Charter provides:

26
27 The council may lease, for such time as council shall determine, any real or
28 personal property to or from any person, firm, corporation, public and private,
29 governmental or otherwise.

30
31 and;

32
33 WHEREAS, the term of the proposed Lease With Option to Purchase with the BOEC
34 exceeds one year in length; and

35
36 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate
37 lease entered into by the Town that exceeds one year in length must be approved by ordinance.

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

41
42 Section 1. The Lease With Option to Purchase between the Town and the BOEC, a copy
43 of which is marked **Exhibit “A”**, attached hereto and incorporated herein by reference, is
44 approved, and the Town Manager is authorized, empowered, and directed to execute such
45 agreement for and on behalf of the Town of Breckenridge.

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Section 2. If the BOEC properly exercises the option to purchase the Town-owned real property that is the subject of the approved Lease With Option to Purchase, this ordinance is the Town Council’s approval and authorization to sell and convey such property to the BOEC as required by Section 15.3 of the Breckenridge Town Charter.

Section 3. The Town Council finds, determines and declares that it has the power to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

Section 4. This ordinance shall be published and become effective as provided by Section 5.9 of the Breckenridge Town Charter.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this ____ day of _____, 2013. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of _____, 2013, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Town Clerk

1 ***DRAFT April 17, 2013 DRAFT***

2
3
4 **LEASE WITH OPTION TO PURCHASE**

5
6 **BETWEEN**

7
8 **TOWN OF BRECKENRIDGE,**
9 a Colorado municipal corporation
10 **(“the Landlord”)**

11
12 and

13
14 **BRECKENRIDGE OUTDOOR EDUCATION CENTER,**
15 a Colorado non-profit corporation
16 **(“the Tenant”)**

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

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

21 1.4 **Obligation To Meet and Confer.** Throughout the Term the Parties will meet and
22 confer at least annually for the purpose of determining whether changed circumstances require
23 the amendment to this Lease. The Parties will act reasonably and in good faith to determine if
24 changed circumstances require the amendment to this Lease and, if so, will execute appropriate
25 documentation amending this Lease.

26 1.5 **Governmental Powers of the Landlord.** The Tenant acknowledges that
27 throughout the Term the Landlord has, and will continue to have, those governmental rights,
28 powers, and authority provided by applicable law, including, but not limited to, the *Breckenridge*
29 *Town Charter* and the ordinances of the Town of Breckenridge, all as amended from time to
30 time. The Tenant further acknowledges that the provisions of this Lease do not limit or restrict
31 such rights, powers, and authority of the Landlord with respect to the Leased Premises when the
32 Landlord is acting in its governmental capacity as a home-rule municipality under Colorado law

33 1.6 **Density.** If requested by the Tenant either: (i) during the Term of this Lease, or
34 (ii) at any time after Closing (if Tenant exercise the option to purchase the Leased Premises
35 provided in Article 14 of this Lease), the Landlord will authorize the transfer to the Leased
36 Premises of a maximum of 3,000 square feet of the unused density from the property known as
37 the "Breckenridge Nordic Center Site" located on Ski Hill Road in Breckenridge, Colorado (the
38 "**Density**"). The Landlord is not obligated to authorize such transfer unless the Tenant requests
39 the transfer of such Density before any subsequent transfer of the Leased Premises by the
40 Tenant. The Tenant may not request that the Landlord transfer the Density to the Leased
41 Premises at any time when the Tenant is in default under this Lease or under the Promissory

1 Note or Deed of Trust described in Section 14.8 and Section 14.0. If the Tenant does not request
2 transfer of the Density, or if the Parties agree that all of the Density need not be transferred to the
3 Leased Premises, there will be no adjustment to the Purchase Price (or the Promissory Note). So
4 long as the Tenant owns the Leased Premises, the Density can only be used on the Leased
5 Premises in connection with the Tenant's non-profit operations, and may not be transferred from
6 the Leased Premises, or used for a purpose unrelated to the Tenant's non-profit operations,
7 without the Landlord's prior written permission, which permission may be granted, withheld or
8 conditionally approved in the Landlord's sole and absolute discretion. The provisions of this
9 Section 1.6 shall be subject to the provisions of Section 14.19 of this Lease, and shall be
10 incorporated into the deed to the Leased Premises as provided in Section 14.19.

11 **ARTICLE 2 - RENT**

12 2.1 **Rent.** The total rent to be paid by the Tenant for the full Term is \$10.00, the
13 receipt and sufficiency of which is acknowledged by the Landlord.

14 2.2 **“Additional Rent” Defined.** Any amount due to the Landlord from the Tenant
15 under this Lease that is not specifically identified as “rent” is additional rent.

16 2.3 **Interest On Past Due Amounts.** The Tenant will pay interest to the Landlord on
17 any sum due to the Landlord under this Lease that is 30 days or more past due at the rate of 12%
18 per annum from the date due until the date such payment is fully paid.

19 2.4 **Place And Manner Of Payments.** All payments due to the Landlord under this
20 Lease will be made to:

21 Town of Breckenridge
22 Clerk & Finance Division
23 Attn: Accounts Receivable
24 P. O. Box 168
25 Breckenridge, CO 80424
26

27 or at such other place as the Town Manager of the Town of Breckenridge (**“Town Manager”**)
28 may hereafter designate by written notice provided to the Tenant in accordance with Section 16.2
29 of this Lease. All sums will be made in legal tender of the United States. Any check given to the
30 Landlord will be received subject to collection, and the Tenant agrees to pay any charges, fees or
31 costs incurred by the Landlord for the collection, including reasonable attorney's fees.
32

33 2.5 **Landlord's Lien and Security Interest.** The Landlord has a first security
34 interest and a lien for all rent and other sums of money becoming due hereunder from the Tenant
35 upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of
36 the Tenant situated in or located upon the Leased Premises, and such property may not be
37 removed from the Leased Premises without the express written consent of the Landlord until all
38 arrearages in rent and other sums of money then due to the Landlord hereunder have first been
39 paid. Upon the occurrence of any event of default by the Tenant, the Landlord may foreclose the

1 security interest and lien in the manner provided by law. The Landlord may file a financing
2 statement (and necessary extensions, renewals or replacements thereof throughout the Term) in a
3 form legally sufficient to perfect its security interest and lien granted pursuant to this Section. the
4 Tenant will execute such documents as may be required during the Term to maintain the validity
5 and priority of the security interest and lien provided for in this Section.

6 **ARTICLE 3 - LANDLORD'S DISCLAIMERS AND EXCULPATORY PROVISIONS**

7 3.1 **“As Is” Condition of Leased Premises.** The Tenant acknowledges that it is
8 aware of the condition of the Leased Premises pursuant to the prior Lease between the Parties
9 described in Section 16.9. Accordingly, the Leased Premises is leased **“AS IS,” “WHERE IS”**
10 and **“WITH ALL FAULTS”**, and the Landlord does not warrant or make any representations,
11 express or implied, relating to the **MERCHANTABILITY**, quantity, quality, condition,
12 suitability or **FITNESS FOR ANY PURPOSE WHATSOEVER** of the Leased Premises or any
13 portion thereof. Except as expressly provided in this Lease, the Landlord has no liability
14 whatsoever to undertake any repairs, alterations, removal, remedial actions, or other work of any
15 kind with respect to any portion of the Leased Premises, or any portion thereof.

16 3.2 **Landlord's Non-liability.** As a material part of the consideration to be received
17 by the Landlord under this Lease, the Tenant assumes all risk of damage to property or injury to
18 persons in or upon the Leased Premises from any cause other than the Landlord's gross
19 negligence or intentional act, and the Tenant waives all claims in respect thereof against the
20 Landlord.

21 3.3 **Limitation of Remedies.** The Landlord is not liable for any indirect, special, or
22 consequential damages, including, but not limited to, loss of anticipated profits, revenue or
23 savings, business interruption, or any similar claim arising from the Landlord's breach of this
24 Lease, even if the Landlord has been advised of the possibility of such damages. This limitation
25 applies notwithstanding the failure of an essential purpose of any limited remedy.

26 **ARTICLE 4 - TENANT'S AFFIRMATIVE OBLIGATIONS**

27 4.1 **Tenant Liable For Costs to Prepare Leased Premises For Use By the Tenant.**
28 The Tenant is solely responsible for all work required to be done, and costs incurred in
29 connection with, the preparation of the Leased Premises for the Tenant's use.

30 4.2 **Taxes.**

31 (a) As used in this Section, the term **“Taxes”** means all personal property and real
32 property taxes levied, assessed or imposed by any taxing authority arising out of the Tenant's
33 occupancy and use of the Leased Premises pursuant to this Lease.

34 (b) Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by the
35 Landlord is exempt from taxation. However, the parties acknowledge that the Tenant's

1 occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a
2 “taxable possessory interest” pursuant to Section 39-1-103(17)(a), C.R.S.

3 (c) The Tenant will pay all Taxes lawfully assessed arising from its occupancy and
4 use of the Leased Premises pursuant to this Lease, and will indemnify and defend the Landlord
5 from any such Taxes. The Tenant will pay all Taxes in a timely manner. Upon the Landlord’s
6 written request the Tenant will provide to the Landlord a photostatic copy of the receipt(s) or
7 cancelled check(s) showing payment of the Taxes. the Tenant may pay any Taxes in installments
8 if permitted by law.

9 (d) If the Tenant is liable for the payment of any Taxes arising from the Tenant’s
10 occupancy and use of the Leased Premises pursuant to this Lease, the Tenant may, at its sole
11 expense, contest such Taxes by the commencement and prosecution, in good faith and with due
12 diligence, of appropriate legal proceedings. The Tenant will make timely payment of such Taxes
13 if the Tenant loses the contest. The Tenant will advise the Landlord prior to instituting any such
14 contest and will as a condition of exercising such right provide the Landlord such reasonable
15 assurance as it may request that such contest will be in compliance with the provisions of this
16 Section. The Landlord, at the Tenant’s sole cost and expense, will reasonably cooperate with the
17 Tenant in any such contest; may join in the contest; and will execute and deliver such documents
18 and instruments as may be necessary or appropriate for prosecuting an effective contest.

19 4.3 **Compliance With Laws.** The Tenant, at its sole cost and expense, will comply
20 with all laws, ordinances, orders, and regulations of all governmental authorities with respect to
21 the use of the Leased Premises, as amended from time to time throughout the Term. A judgment
22 of any court or the admission of the Tenant in any action or proceeding against the Tenant,
23 whether the Landlord is a Party thereto or not, that the Tenant has violated any law, ordinance,
24 requirement or order in the use of the Leased Premises will be conclusive of the fact as between
25 the Landlord and the Tenant.

26 4.4 **Non-Discrimination.** The Tenant:

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

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

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

1 (iv) will comply with all applicable federal, state, and local laws, rules and
2 regulations. Without limiting the generality of the foregoing, the Tenant will comply with the
3 applicable provisions of the Americans With Disabilities Act, 42 U.S.C. §12101, et seq. (Public
4 Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory
5 agency.

6 The indemnification and termination provisions of this Lease apply to the Tenant's
7 failure to comply with all applicable laws or regulations.

8 4.5 **Tenant To Pay Certain Charges.** In addition to the payment of Taxes as
9 required by Section 4.2, the Tenant covenants and agrees to pay, or cause to be paid, before any
10 fine, penalty, interest or cost may be added thereto, all governmental charges that are levied,
11 assessed, imposed, or that could become a lien upon the Leased Premises.

12 **ARTICLE 5 - TENANT'S NEGATIVE OBLIGATIONS**

13 **5.1 Improvement.**

14 (a) As used in this Article 5, "**Improvement**" means any physical improvement
15 made, or proposed to be made, to either the Property or the Building.

16 (b) No Improvement may be made to the Leased Premises by the Tenant except
17 under the following conditions:

18 (i) No Improvement may be undertaken until the Tenant has obtained approval of
19 plans and specifications for such Improvement from the Landlord, acting in its capacity as owner
20 of the Leased Premises (and not in its governmental capacity). In connection therewith, the
21 Landlord has the right to review and approve a proposed Improvement in its sole and absolute
22 discretion.

23 (ii) The Tenant must also obtain a "Development Permit" from the Landlord, acting
24 in the Landlord's governmental capacity.

25 (iii) An Improvement must be constructed under the supervision of an architect or
26 engineer licensed in the State of Colorado, selected and paid by the Tenant.

27 (iv) All work done in connection with the construction of an Improvement must be
28 done in a good and workmanlike manner and in material conformity with the plans and
29 specifications that are approved by the Landlord.

30 (v) The construction of an approved Improvement must be prosecuted with
31 reasonable dispatch, subject to delays caused by Force Majeure Events (See Section 16.12).
32 before any work begins. the Tenant must procure or cause the contractor for the work to procure
33 insurance in accordance with Article 7 of this Lease, including worker's compensation insurance
34 covering all persons employed in connection with the work..

1 5.2 **Landscaping.** No landscaping may be installed by the Tenant at the Leased
2 Premises without the Landlord’s prior, written consent. Once installed, all landscaping will be
3 maintained by the Tenant in accordance with the approved landscaping plan for the Leased
4 Premises.

5 5.3 **Subletting.** The Leased Premises has been leased to the Tenant with the
6 expectation and hope that during the Term the Tenant will sublet a portion of the Building to
7 other non-profit entities acceptable to the Landlord. Throughout the Term, the Tenant will use
8 its best efforts to identify other non-profit entities whose anticipated space needs and use of the
9 Building would be compatible with those of the Tenant. The Tenant may propose to the
10 Landlord:

- 11 (i) the portion(s) of the Building that will be sublet;
- 12 (ii) the identity of the subtenants; and
- 13 (iii) the terms and conditions under which the Leased Premises or the Building will be
14 sublet.

15 However, the Tenant will not finally sublet any part of the Leased Premises or the Building
16 without, in each case, first obtaining the prior written consent of the Landlord.

17 5.4 **Assignment.** The Tenant may not assign or transfer any of its rights under this
18 Lease without the prior written consent of the Landlord. If the Tenant attempts to make any
19 assignment or subletting without the requisite consent of the Landlord, or attempts to grant a
20 license to use the Leased Premises, such assignment, subletting, or license will be void and, at
21 the option of the Landlord, will terminate this Lease. Any consent by the Landlord to any
22 assignment of this Lease or any consent by the Landlord to any sublease or license of the Leased
23 Premises will not be a waiver by the Landlord of the provisions of this Section as to subsequent
24 transactions of the same or similar nature. In the event of any permitted assignment, sublease, or
25 license, the Landlord may, but is not required to, release the Tenant from its obligations
26 hereunder for the remainder of the Term. If the Landlord consents to an assignment, sublease, or
27 license the Tenant may be required, as a condition of granting consent, to pay the Landlord’s
28 reasonable costs incurred in considering the proposed assignment, sublease, or license including,
29 but not limited to, legal fees and credit checks.

30 5.5 **Assignment By Operation of Law.** Neither this Lease nor any interest in this
31 Lease is assignable or transferable by operation of law. If:

- 32 (i) any proceeding under the Bankruptcy Code, or any amendment thereto, is
33 commenced by or against the Tenant;
- 34 (ii) the Tenant is adjudged insolvent;
- 35 (iii) the Tenant makes an assignment for the benefit of creditors;

1 (iv) a post-judgment writ of attachment or execution is levied on the leasehold estate
2 created by this Lease and not released or satisfied within 30 days thereafter; or

3 (v) a receiver is appointed for the Tenant with authority to take possession or control
4 of the Leased Premises or the business conducted therein by the Tenant,

5 then this Lease, at the option of the Landlord, will immediately terminate and will not be treated
6 as an asset of the Tenant.

7 5.6 **Waste or Nuisance.** The Tenant will not commit or permit to be committed on
8 the Leased Premises any waste, any public or private nuisance, or any other act or thing
9 prohibited by law.

10 5.7 **Mechanic's Liens.**

11 (a) In connection with the construction of any Improvements, the Tenant will cause
12 the payment of all proper and valid invoices and charges of all contractors, subcontractors,
13 suppliers, materialmen and similar parties who furnish services or materials in connection with
14 the construction process. In the event any person ever records a mechanic's lien to enforce any
15 claim for services or materials alleged to have been provided in connection with the Leased
16 Premises, the Tenant will cause the same to be released of record within 60 days after the
17 recordation thereof, and the Tenant will be liable to satisfy and cause a discharge of any such
18 mechanic's lien claim. Notwithstanding the foregoing, the Tenant may contest any such
19 mechanic's lien claim, provided that the Tenant conducts such contest in a timely manner and
20 with due diligence, and that the Tenant provides the Landlord with such security in connection
21 therewith as the Landlord may reasonably require. In connection with any such contest, the
22 Landlord may join and participate in any such contest, at the Tenant's expense (with
23 participation to include, without limitation, the execution and filing of pleadings and the
24 provision and gathering of testimony and other evidence). In the event the Tenant loses any such
25 contest, with all further rights of appeal having expired, the Tenant must satisfy the mechanic's
26 lien claim in full prior to any foreclosure sale or other disposition of the Leased Premises which
27 is made for the purpose of satisfying the claim.

28 (b) Prior to commencement of construction of any Improvements, the Tenant will
29 deliver notices to all contractors and subcontractors and post notices in accordance with Section
30 38-22-105, C.R.S. (as it may be amended or in accordance with similar statutes that may be
31 substituted therefor in the future), in locations that will be visible by parties performing any
32 work, which notices will state that the Landlord is not responsible for the payment of such work
33 and setting forth such other information as may be reasonably required pursuant to such statutory
34 provisions.

35 **ARTICLE 6 - UTILITIES, TRASH REMOVAL AND MAINTENANCE**

36 6.1 **Utilities.** The Tenant will pay or cause to be paid, before any notice of
37 delinquency, at its sole cost and expense, all charges for water, gas, heat, electricity, power,

1 telephone, internet, or any other communications services, sewer service charges, and any other
2 utilities charged or attributable to the Leased Premises, and all other charges for services or
3 utilities of any kind or nature used in, upon, or about the Leased Premises by the Tenant,
4 including the cost of installing or moving meters for such utility charges. Notwithstanding the
5 foregoing, the Tenant may contest any such charges so long as the Tenant diligently prosecutes
6 the same pursuant to appropriate legal proceedings. If any such charge leads to a mechanic's or
7 other lien claim against the Leased Premises, such contest will also be conducted in conformity
8 with the standards hereof for contesting mechanic's lien claims. The Tenant will contract in its
9 sole name for and promptly pay for such utility charges.

10 6.2 **Trash Removal.** The Landlord will arrange for a trash dumpster to be provided
11 for the use of the Tenant and any subtenants at the Leased Premises or, at the Tenant's option,
12 the Tenant and all subtenants may use "roll away" trash containers so long as such containers are
13 stored inside and are not used or maintained in such a manner as to cause a nuisance or a health
14 threat. The Tenant will pay the cost of the periodic trash removal.

15 6.3 **All Maintenance Is Tenant's Responsibility.** The Tenant will at all times during
16 the Term keep, operate, and maintain all portion of he Building and Leased Premises in good
17 order, condition and repair. Without limiting the generality of the preceding sentence, it is the
18 Tenants sole responsibility to provide any required maintenance, upkeep, repair, or replacement
19 of the following portions of the Building and the Leased Premises:

20 (i) the structural portions of the Building, including, without limitation, the roofs and
21 the exterior walls;

22 (ii) all non-structural portions of the Building including, without limitation, the
23 entrances, windows, partitions, doors, lighting, and plumbing fixtures, and heating and
24 ventilation systems;

25 (iii) the grounds of the Leased Premises;

26 (iv) all landscaping, the paving, if any, and other hardscape surfaces; and

27 (v) all fixtures, equipment and appurtenances relating to the Leased Premises and/or
28 the Building.

29 This Section 6.3 is to be interpreted so as to absolve the Landlord from any obligation to provide
30 any required maintenance, upkeep, repair, or replacement whatsoever of the following portions
31 of the Building and the Leased Premises.

32
33 6.4 **Snow Removal; Access.** The Tenant will provide all snow plowing and snow
34 removal necessary to keep the access driveway from Wellington Road to the Building free of
35 snow and ice.

1 (b) The failure by the Tenant to make any payment of rent or any other payment
2 required to be made by the Tenant hereunder, as and when due, when such failure continues for a
3 period of 10 days after service of written notice thereof by the Landlord to the Tenant.

4 (c) The failure by the Tenant to observe or perform any of the other covenants,
5 conditions, or provisions of this Lease to be observed or performed by the Tenant, or to obey
6 rules promulgated by the Landlord, within 10 days after service of written notice thereof by the
7 Landlord to the Tenant. In the event of a non-monetary default that is not capable of being
8 corrected within 10 days, the Tenant will not be default if it commences correcting the default
9 within 10 days of service of a demand for compliance notice and thereafter corrects the default
10 with due diligence.

11 (d) The making by the Tenant of any general assignment or general arrangement for
12 the benefit of creditors; the filing by or against the Tenant of a petition to have the Tenant
13 adjudged bankrupt, or a petition or reorganization or arrangement under any law relating to
14 bankruptcy; the appointment of a trustee or a receiver to take possession of substantially all of
15 the Tenant's assets located at the Leased Premises or of the Tenant's interest in this Lease; or the
16 attachment, execution or other judicial seizure of substantially all of the Tenant's interest in this
17 Lease.

18 10.2 **Landlord's Remedies Upon Default.** If the Tenant is in default under this
19 Lease, the Landlord has all of the remedies provided for in such circumstances by Colorado law.

20 10.3 **Default By Landlord.** The Landlord will be in default under this Lease if the
21 Landlord fails to comply with any of the terms, provisions, or covenants of this Lease within 10
22 days following service of written notice thereof by the Tenant. In the event of a non-monetary
23 default that is not capable of being corrected within 10 days, the Landlord will not be default if
24 the Landlord commences correcting the default within 10 days of receipt of notification thereof
25 and thereafter corrects the default with due diligence.

26 10.4 **Tenant's Remedies Upon Default.** If the Landlord is in default under this Lease,
27 the Tenant has all of the remedies provided for in such circumstances by Colorado law.

28 **ARTICLE 11 - NONDISTURBANCE**

29 11.1 **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, the
30 Landlord covenants that so long as there is no default in any of the covenants, conditions, or
31 provisions of this Lease to be performed, observed, or kept by the Tenant, the Tenant will
32 peaceably and quietly hold and enjoy the Leased Premises for the entire Term.

33 **ARTICLE 12 - LANDLORD'S RULES**

34 12.1 **Rules.** The Tenant will faithfully observe and comply with any rules and
35 regulations promulgated by the Landlord with respect to the Leased Premises. The Landlord's
36 rules and regulations must be reasonable, and may not unilaterally change or significantly alter

1 the material terms and conditions of this Lease. The rules and regulations, and any amendments
2 thereto, will be binding upon the Tenant upon delivery to the Tenant.

3 **ARTICLE 13 - HAZARDOUS MATERIALS**

4 13.1 **Hazardous Materials - Defined.** As used in this Section, the term “**Hazardous**
5 **Materials**” means any chemical, material, substance or waste:

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

8 (ii) that, even if not so regulated, may or could pose a hazard to the health or safety of
9 the occupants of the Leased Premises including, without limitation, any petroleum, crude oil (any
10 fraction thereof), natural gas, natural gas liquids, and those substances defined as “hazardous
11 substances”, “hazardous materials”, “hazardous wastes” or other similar designations in the
12 Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended,
13 42 U.S.C. Section 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section
14 1801 et seq., and any other governmental statutes, laws, ordinances, rules, regulations, and
15 precautions.

16 13.2 **Hazardous Materials - Prohibited.** The Tenant will full comply with all statutes,
17 laws, ordinances, rules, regulations, and precautions now or hereafter mandated or advised by
18 any federal, state, local, or other governmental agency with respect to the use, generation,
19 storage, or disposal of Hazardous Materials. The Tenant will not cause, or allow anyone else to
20 cause, any Hazardous Materials to be used, generated, stored, or disposed of on or about the
21 Leased Premises without the prior written consent of the Landlord, which consent may be
22 revoked at any time. The Tenant’s indemnification of the Landlord pursuant to this Lease
23 extends to all liability, including all foreseeable and unforeseeable consequential damages,
24 directly or indirectly arising out of the use, generation, storage, or disposal of Hazardous
25 Materials at the Leased Premises by the Tenant, or any person claiming under the Tenant,
26 including, without limitation, the cost of any required or necessary repair, cleanup, or
27 detoxification and the preparation of any closure or other required plans, whether such action is
28 required or necessary prior to or following the termination of this Lease, to the full extent that
29 such action is attributable, directly or indirectly, to the use, generation, storage, or disposal of
30 Hazardous Materials by the Tenant or any person claiming under the Tenant; provided, however,
31 the written consent by the Landlord to the use, generation, storage, or disposal of Hazardous
32 Materials will excuse the Tenant from the Tenant’s obligation of indemnification. In the event
33 the Tenant is in breach of the covenants herein, after notice to the Tenant and the expiration of
34 the earlier of:

35 (i) the cure period provided in Section 10.1(c);

36 (ii) the cure period permitted under applicable law, regulation, or order,

1 then the Landlord may, in its sole discretion, declare a default under this Lease and/or cause the
2 Leased Premises to be freed from the Hazardous Material and the cost thereof will be deemed
3 additional rent hereunder and will immediately be due and payable from the Tenant. The
4 obligations of the Tenant under this Section 13.1 will survive the expiration or termination of this
5 Lease.

6 **ARTICLE 14 - TENANT'S OPTION TO PURCHASE**

7 **14.1 Seller and Buyer Defined.** As used in this Article 14 the Landlord is the
8 "Seller" and the Tenant is the "Buyer."

9 **14.2 Grant of Option To Purchase.** The Seller grants to the Buyer the exclusive,
10 irrevocable right and option to purchase the Leased Premises, together with: (a) all minerals
11 and mineral rights, if any, that are appurtenant to the Leased Premises; and (b) all rights-of-
12 way and easements, if any, that are appurtenant to the Leased Premises (the "Option"). There
13 are no water or water rights, ditch or ditch rights, well permits, or water storage rights
14 appurtenant to the Leased Premises, and no water and water rights, ditch and ditch rights, well
15 permits, or storage rights will be conveyed by the Seller to the Buyer in the event the Buyer
16 exercises the Option. The Option is subject to the terms, conditions, and requirements of this
17 Article 14.

18 **14.3 Term and Exercise of Option.** The Buyer must exercise the Option by giving
19 written notice to the Seller not later than 5 years from the date of this Lease; provided,
20 however, that the Buyer may not exercise the Option if, at the time of attempted exercise of the
21 Option, the Buyer is in default under this Lease. To exercise the Option, the Buyer must deliver
22 written notice to the Seller in accordance with Section 16.2 the Buyer may give notice of the
23 exercise of the Option only once. By mutual agreement, the Parties may extend the deadline for
24 the Buyer to exercise the Option.

25 **14.4 If Timely Notice of Exercise of The Option Is Given.** Upon the timely giving
26 of notice of the exercise of the Option, the remaining provisions of this Article 14 will govern
27 the closing of the sale and purchase of the Leased Premises. Such sale and purchase is hereafter
28 referred to as the "Closing."

29 **14.5 If Timely Notice of The Exercise of The Option Is Not Given.** Time is of the
30 essence of this Article 14. Accordingly, it is agreed that if the Buyer fails, for any reason, to
31 give timely notice of the exercise of the Option prior to the date specified in Section 14.3 the
32 Option will terminate and each Party will be released from any further obligations under this
33 Article 14. The termination of the Option will not affect the remainder of this Lease.

34 **14.6 Purchase and Sale of the Leased Premises.** On the Closing Date (as later
35 defined in this Article 14) the Buyer will purchase the Leased Premises from the Seller, and the
36 Seller will sell and convey the Leased Premises to the Buyer, all in accordance with and
37 subject to the terms and conditions contained in this Article 14.

1 14.7 **Purchase Price.** The purchase price to be paid by the Buyer to the Seller for the
2 Leased Premises (the “**Purchase Price**”) will be \$500,000.00.

3 14.8 **Payment of Purchase Price.** The Purchase Price will be paid to the Seller by
4 the Buyer at Closing as follows:

5 (a) \$450,000.00 in the form of the execution of and delivery of the Buyer’s
6 Promissory Note to the Seller (the “**Promissory Note**”). The Promissory Note will be secured by
7 a Deed of Trust (the “**Deed of Trust**”) encumbering the Leased Premises.

8 (b) The balance of the Purchase Price will be paid in good funds as defined by
9 Colorado law.

10 14.9 **The Note and Deed of Trust.**

11 (a) The Promissory Note will bear interest at the rate of 3.5% per annum if the Option
12 is exercised within 5 years from the date of this Lease. If the Option is, by mutual agreement as
13 described in Section 14.3, exercised more than 5 years from the date of this Lease, the Parties at
14 such time must negotiate a mutually acceptable interest rate for the Promissory Note.

15 (b) The Promissory Note will be payable by the Buyer to the Seller as follows:

16 (i) annual interest-only payments will be paid to the Seller, without demand, on the
17 first, second, third, fourth, and fifth anniversaries of the date of the Promissory Note; then

18 (ii) the entire unpaid principal balance of the Promissory Note will be amortized on
19 the basis of a thirty year loan. Commencing 6 years after the anniversary of date of the
20 Promissory Note, and continuing annually thereafter on the same calendar date, the Buyer will
21 make equal amortized payments to the Seller (each payment including principal and interest);
22 and

23 (iii) the entire unpaid balance of the Promissory Note, both principal and interest, will
24 be due and payable without demand in **ONE BALLOON PAYMENT** 12 years after the date of
25 the Promissory Note. The Seller is under no obligation to refinance or extend the balloon
26 payment.

27 (c) The default interest rate on the Promissory Note will be 12% per annum.

28 (d) The Promissory Note may be prepaid in whole or part at any time without
29 penalty. Any partial prepayment of principal will be credited against the next maturing
30 installment or installments due under the Promissory Note.

31 (e) The Deed of Trust will be a first and prior lien on the Leased Premises, subject
32 only to:

33 (i) the lien of the general property taxes for the year of Closing; and

1 (ii) the Permitted Exceptions (as later defined in this Article 14).

2 The Seller is not obligated to subordinate the Deed of Trust to any lien or encumbrance.

3 (f) The Buyer will not be in default under the Promissory Note and Deed of Trust
4 until 30 days after written notice of default has been given to the Buyer specifically setting forth
5 the claimed default, and such default remains uncured at the expiration of such 30 day period.

6 (g) The Deed of Trust will contain a “due on sale clause” pursuant to which the entire
7 unpaid balance of the Promissory Note will immediately become due and payable if the Leased
8 Premises, or any portion thereof, is sold or transferred by the Buyer without the Promissory Note
9 having been paid in full.

10 14.10 **Closing Date.** The sale of the Leased Premises to the Buyer will be closed at the
11 offices of Land Title Guarantee Company – Breckenridge office (“**Title Company**”), 200 North
12 Ridge Street, Breckenridge, Colorado, on or before the expiration of 60 days after the timely
13 exercise of the Option by the Buyer (the “**Closing Date**”). The Parties will mutually agree on the
14 Closing Date and time of Closing, but if the Parties are unable to agree, the Closing Date and
15 time of Closing will be established by the Title Company. The Closing Date may be extended by
16 mutual agreement of the Parties.

17 14.11 **Closing Costs.** At Closing, the Buyer will pay the cost of recording the deed
18 conveying the Leased Premises to it. The Seller will pay the cost of the title insurance premium,
19 and tax certificate. Each Party will pay one-half of the reasonable cost of closing services
20 charged by the Title Company. Otherwise, each Party will pay the usual and customary closing
21 costs.

22 14.12 **No Tax Apportionment.** The Leased Premises have been tax-exempt while
23 owned by the Seller. Accordingly, no apportionment of real property taxes will be made at
24 Closing. The Buyer will pay at Closing any taxes lawfully levied against its use of the Leased
25 Premises based upon this Lease (if the Lease is determined by the Summit County Assessor to be
26 a taxable possessory interest under state law.)

27 14.13 **Title Insurance.**

28 (a) Within 30 days from the date of the Buyer’s timely notice of the exercise of the
29 Option the Seller will obtain and deliver to the Buyer, at the Seller’s expense, a certificate of
30 taxes due on the Leased Premises and a current title insurance commitment (“**Commitment**”)
31 issued by the Title Company. The Commitment will include legible copies of all instruments
32 referred to in the Commitment. The Commitment will not provide for the deletion of all standard
33 printed exceptions of Schedule B-2 thereof.

34 (b) All items on the Commitment will be permitted title exceptions (“**Permitted**
35 **Exceptions**”) unless the Buyer notifies the Seller within 20 days of receipt of the Commitment
36 of any particular item(s) to which the Buyer objects. If the Buyer gives the Seller timely notice of

1 a title objection then the Seller will have 15 days within which to remove such exceptions, or to
2 notify the Buyer that it is unable or unwilling to remove such exceptions, in which case the
3 Buyer may elect to terminate the Option, or accept such exceptions and proceed to close the
4 transaction.

5 (c) After Closing, the Seller will obtain and deliver to the Buyer, at the Seller's
6 expense, a title insurance policy for the Leased Premises in the amount of the Purchase Price
7 showing fee simple absolute title being vested in the Buyer, subject only to the Permitted
8 Exceptions.

9 14.14 **Survey.** Prior to Closing Buyer shall obtain a monumented boundary survey of
10 the Leased Premises from a registered land surveyor in Colorado acceptable to both Seller and
11 Buyer. The survey shall be a document of title and shall be subject to the provisions of Section
12 14.12 of this Contract. At Closing, the Buyer and Seller shall each pay one-half (1/2) of the actual
13 cost of the survey. If, for any reason, Closing does not occur then Seller shall pay the entire cost
14 of the survey and shall be entitled to retain as its sole property the survey plat and any other
15 documents prepared by the surveyor in connection with the preparation of the survey.

16 14.15 **Conveyance of the Leased Premises.** On the Closing Date, the Seller will
17 convey to the Buyer marketable fee simple absolute title to the Leased Premises, subject only to
18 the Permitted Exceptions. Such conveyance will be by special warranty deed.

19 14.16 **Comcast Lease.**

20 (a) The Parties acknowledge that as of the date of this Lease a portion of the Leased
21 Premises (consisting of approximately 0.51 acres, more or less, and described and depicted on
22 the attached **Exhibit "B"**)(the "**Head-End Property**") is subject to that Lease between the
23 Seller and Universal Cable Communications Inc. d/b/a Classic Cable (now "Comcast") dated
24 September 7, 1999 (the "**Existing Comcast Lease**"). The term of the Existing Comcast Lease
25 will expire during the Term, and it is anticipated by the Parties that a new lease agreement for the
26 Head-End Property will be negotiated as part of the Seller's renewal of the Comcast cable
27 television franchise (the "**New Comcast Lease**"). Regardless of whether the Buyer has exercised
28 the Option and acquired the Leased Premises before the New Comcast Lease is negotiated, the
29 Buyer acknowledges that it is important to the Seller that the Seller has both the right to
30 negotiate and control the terms under which the Head-End Property is leased to Comcast.

31 Accordingly, in order to clarify the Parties' rights and responsibilities under both the
32 Existing Comcast Lease and the potential New Comcast Lease, the Parties agree as follows:

33 (i) **Rent Collected Under Existing Comcast Lease.** The following provisions apply
34 to rent collected under the Existing Comcast Lease:

35 (A) Rent collected under the Existing Comcast Lease prior to the conveyance of the
36 Leased Premises to the Buyer will be the sole property of the Seller.

1 (B) Rent collected under the Existing Comcast Lease after the conveyance of the
2 Leased Premises to the Buyer will be the sole property of the Buyer; provided, however, Buyer
3 will use the rent collected from the Existing Comcast Lease for the programming of its activities.
4 If the amount of the monthly rent payable under the Existing Lease is increased without a New
5 Comcast Lease being executed, the first \$1,500.00 of monthly rent shall be the sole property of
6 the Buyer and any remaining amount of monthly rent shall be the sole property of the Seller.

7 (ii) **Terms and Conditions of New Comcast Lease.** The following provisions apply to
8 the terms and conditions of the New Comcast Lease:

9 (A) If the New Comcast Lease is negotiated while the Seller owns the Leased
10 Premises, the Seller will consult with the Buyer before entering into the New Comcast Lease;
11 however, the Seller will have the sole right and authority to negotiate the terms and conditions of
12 the New Comcast Lease, including, but not limited to, the amount of rent to be paid by Comcast
13 under the New Comcast Lease. Notwithstanding the preceding sentence, however, the Seller will
14 use its best efforts to attempt to negotiate a monthly rent under the New Comcast Lease that will
15 not be less than the monthly rent payable under the Existing Comcast Lease.

16 (B) If the New Comcast Lease is negotiated after the Buyer acquires the Leased
17 Premises pursuant to this Article 14, the Buyer will not enter into the New Comcast Lease
18 without the prior, written consent of the Seller. The requirements of the preceding sentence are
19 specifically enforceable. It is the intent of this subsection that notwithstanding the conveyance of
20 the Leased Premises to the Buyer pursuant to this Contract, the Seller will have the sole right and
21 authority to negotiate the substantive terms and conditions of the New Comcast Lease, including,
22 but not limited to, the amount of rent to be paid by Comcast under the New Comcast Lease.
23 Notwithstanding the preceding sentence, however, the Parties will use their best efforts to
24 attempt to negotiate a monthly rent under the New Comcast Lease that will not be less than the
25 monthly rent payable under the Existing Comcast Lease.

26 (iii) **Rent Collected Under New Comcast Lease.** The following provisions apply to
27 rent collected under the New Comcast Lease:

28 (A) During the time that the Seller owns the Leased Premises, all of the rent collected
29 under the New Comcast Lease will be the property of the Seller.

30 (B) If during the term of the New Comcast Lease Buyer acquires title to the Property
31 pursuant to this Article 14, any monthly rent collected during the term of the New Comcast
32 Lease, not to exceed the sum of \$1,500.00 each month, will be the property of the Buyer. The
33 remainder of the monthly rent (if any) will be the property of the Seller. Buyer will remit to
34 Seller any amount of monthly rent collected under the New Comcast Lease that is in excess of
35 \$1,500.00.

36 (C) After the conveyance of the Leased Premises to the Buyer, all of the rent collected
37 under the New Comcast Lease will be the property of the Buyer; provided, however, Buyer will
38 use the rent collected from the New Comcast Lease for the programming of its activities.

1 If the New Comcast Lease is not successfully negotiated, the provisions of this Subsection (iii)
2 will be null, void, and of no effect.

3
4 (iv) **Acceptance of Title Subject to Lease.** The Buyer will accept title to the Leased
5 Premises subject to the Existing Comcast Lease, or the New Comcast Lease, whichever is
6 applicable.

7 (b) **Resubdivision and Exclusion.** If Buyer gives timely notice of the exercise of the
8 Option, Seller, at its sole option and election, may resubdivide the Property prior to Closing so
9 that the Head-End Property is a separate legal parcel. Seller will pay all costs associated with
10 such resubdivision. If the Property is resubdivided as provided in this Subsection (f): (i) the
11 Head-End Property will be excluded from the Option; (ii) the Head-End Property will not be
12 conveyed to Buyer pursuant to this Contact; and (iii) there will be no adjustment to the Purchase
13 Price. Provided, however, that if the Head-End Property is resubdivided and excluded from the
14 Option any monthly rent collected by Seller during the term of the New Comcast Lease, not to
15 exceed the sum of \$1,500.00 each month, will be the property of the Buyer and when collected
16 will be paid by Seller to Buyer. The remainder of the monthly rent (if any) will be the property
17 of the Seller.

18 14.17 **Seller's General Disclaimer.** The Buyer acknowledges that the Leased
19 Premises will be conveyed and transferred at Closing **"AS IS", "WHERE IS", and "WITH**
20 **ALL FAULTS"**, and that the Seller does not warrant or make any representations, express or
21 implied, relating to the **MERCHANTABILITY**, quality, condition, suitability, or **FITNESS**
22 **FOR ANY PURPOSE WHATSOEVER** of the Leased Premises. The Seller will have no
23 liability to undertake any repairs, alterations, removal, remedial actions, or other work of any
24 kind with respect to any portion of the Leased Premises. The Buyer also acknowledges and
25 agrees that by virtue of its possession of the Leased Premises pursuant to this Lease (as well as
26 the prior Lease described in Section 16.9), the Buyer is able to make the Buyer's own
27 determination concerning the merchantability, quality, condition, and suitability, or fitness for
28 any purpose of the Leased Premises.

29 14.18 **Environmental Condition of the Leased Premises.**

30 (a) **Seller's Environmental Disclaimer.** In connection with the sale of the Leased
31 Premises the Seller will make no warranty or representation concerning the environmental
32 condition of the Leased Premises (including, without limitation, land, surface water, ground
33 water, air, and any improvements). Without limiting the generality of the preceding sentence, the
34 Seller will specifically disclaim any and all warranties or representations with respect to the
35 location or presence on the Leased Premises of:

36 (i) any "hazardous water", "underground storage tanks", "petroleum", "regulated
37 substance", or "used oil" as defined by the Resource Conservation and Recovery Act of 1976 (42
38 U.S.C. §§6901, et seq.), as amended, or by any regulations promulgated thereunder;

39 (ii) any "hazardous substance" as defined by the Comprehensive Environmental

1 Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601, et seq.), as amended, or
2 by any regulations promulgated thereunder (including, but not limited to, asbestos and radon);

3 (iii) any “petroleum” and “fuel products”, as defined by Section 25-15-101 et seq.,
4 C.R.S., as amended, or by any regulations promulgated thereunder;

5 (iv) any “hazardous waste” as defined by the Colorado Hazardous Waste Act, Section
6 25-15-101, et seq., C.R.S., or by any regulations promulgated thereunder;

7 (v) any substance the presence of which on, in or under the Leased Premises is
8 prohibited or regulated by any law similar to those set forth above; and

9 (vi) any other substance that by law, regulation or ordinance requires special handling
10 in its collection, storage, treatment or disposal.

11 (b) **Buyer’s Waiver of Environmental Claims Against the Seller.** At Closing the
12 Buyer will execute and deliver to the Seller a written waiver of any claims that the Buyer may
13 have or in the future acquire against the Seller with respect to the known or unknown
14 environmental condition of the Leased Premises, including, without limitation, claims arising
15 under federal and state statutory law, and claims under the common law, including, without
16 limitation, claims for fraud or misrepresentation with respect to the environmental condition of
17 the Leased Premises. The form of such wavier will be subject to the reasonable approval of the
18 Seller’s counsel. The execution and delivery of such documentation will be a condition precedent
19 to the Seller’s obligations to convey the Leased Premises to the Buyer.

20 14.19 **Special Restrictive Covenants To Be Contained In Deed For Leased**
21 **Premises.** The Seller’s deed conveying the Leased Premises to the Buyer will contain the
22 special restrictive covenants contained in this Section. Each restrictive covenant will run with the
23 land, and will be specifically enforceable by the Seller. The form of the restrictive covenant will
24 be subject to the reasonable approval of counsel for both the Seller and the Buyer. The special
25 restrictive covenants to be contained in the deed are as follows:

26 (i) throughout its ownership of the Leased Premises the Buyer will continue to use its
27 best efforts to identify other non-profit entities whose anticipated space needs and the use of the
28 Leased Premises would be compatible with the Buyer’s use of the Leased Premises, and to
29 considering leasing portions of the Leased Premises to such entities.

30 (ii) at the Seller’s option and election, the Seller may continue to occupy and use its
31 existing “Computer Technology Facilities” located on the Leased Premises as shown on **Exhibit**
32 **“B”** pursuant to a written lease to be executed by the Buyer and the Seller that provides that the
33 Seller may continue to use the Computer Technology Facilities without payment of rent or other
34 cost.

35 (iii) for a period of 10 years after Closing, if the Buyer moves its principal office to a
36 location outside the corporate limits of the Town of Breckenridge, Colorado the Buyer will,

1 within 30 days after such relocation, offer to sell the Leased Premises to the Seller in accordance
2 with Article 15 of this Lease. The price at which the Leased Premises will be offered to the
3 Seller will be equal to:

4 (A) the Purchase Price paid by the Seller to the Buyer, plus;

5 (B) an amount calculated by multiplying the Purchase Price times the increase (if any)
6 in the Consumer Price Index for All Urban Consumers (CPI-U) for All Items for the Denver-
7 Boulder, Colorado area produced by the Bureau of Labor Statistics, or any successor index, from
8 the date of Closing until the date of the offer, plus

9 (C) the actual cost of physical improvements made to the Leased Premises during
10 such time period.

11 14.20 **Termination of Existing Lease.** At Closing, the Parties will execute a
12 document in recordable form sufficient to terminate the existing Lease for the Leased Premises.

13 **ARTICLE 15 - RIGHT OF FIRST OFFER**

14 15.1 **Seller and the Buyer Defined.** As used in this Article 15 the Landlord is the
15 “**Seller**” and the Tenant is the “**Buyer**.”

16 15.2 **Applicability; Reference in Deed.** This Article will apply only if the Buyer has
17 acquired the Leased Premises pursuant to Article 14. The provisions of this Article 15 will be
18 included in the Seller’s deed conveying the Leased Premises to the Buyer.

19 15.3 **Leased Premises – Defined.** As used in this Article 15, the “**Leased**
20 **Premises**” includes all or any portion of the Leased Premises.

21 15.4 **Right of First Offer.** The Buyer will not sell the Leased Premises without first
22 offering the Leased Premises to the Seller provided in this Article 15. This Article 15 creates a
23 specifically enforceable right of first offer to repurchase the Leased Premises in favor of the
24 Seller.

25 15.5 **Procedure to Comply With Right of First Offer.** The right of first offer
26 created by this Article 15 will be honored by the Buyer and exercised by the Seller in the
27 following manner:

28 (i) If the Buyer desires to sell the Leased Premises, the Buyer will first send a written
29 offer (“**Offer**”) to the Seller by certified mail, return receipt requested, addressed to P.O. Box
30 168, Breckenridge, Colorado 80424, or at any other mailing address for the Seller then shown on
31 the Town of Breckenridge website (<http://www.townofbreckenridge.com>). Alternatively, the
32 Offer may be personally delivered to the Town Manager. The Offer will have been properly
33 served on the Seller in accordance with this Article 15 when it is delivered to the Town Manager,
34 or upon the Seller’s receipt of the Offer if the Offer is served by mail, whichever is applicable.

1 (ii) An Offer must describe the portion of the Leased Premises proposed to be sold,
2 and state a specified price and all principal terms and conditions of the proposed sale. The Offer
3 must also set forth the Buyer's then-current mailing address to which any notice of acceptance of
4 the Offer may be delivered.

5 (iii) If the Seller desires to accept the Offer, the Seller must notify the Buyer in writing
6 of such acceptance within 30 days of the date of service of the Offer upon the Seller. Notice of
7 the Seller's acceptance of the Offer must either be personally delivered to the Buyer, or sent by
8 certified mail, return receipt requested, to the Buyer at the mailing address set forth in the Offer.
9 A notice of acceptance is valid and effective when personally delivered to the Buyer, or when
10 mailed to the Buyer at the mailing address set forth in the Offer, whichever is applicable.

11 (iv) If the Seller fails give timely written notice of acceptance of the Offer within the
12 30 day period, the Buyer may, within 180 days after the expiration of the 30 day period
13 described above, sell the Leased Premises upon terms and conditions that are substantially
14 similar to those in the Offer, but not for a price that is less than 100% of the sale price described
15 in the Offer. Such sale may be made free and clear of the right of first offer provided for in this
16 Article 15; provided, however, that the contract between the Seller and the purchaser must
17 include language mutually agreeable to both the Buyer herein and the Seller limiting the use of
18 the Leased Premises to uses that are compatible with the adjoining neighborhood's primary
19 residential character. In this regard, the Parties agree to work together in good faith so as to serve
20 the Seller's valid planning interests without impairing the Buyer's ability to realize financial gain
21 commensurate with the then-prevailing market conditions. If the Leased Premises are not sold
22 within such 180-day period, any subsequent sale of the Leased Premises is subject to the
23 requirement that a new Offer be given to the Seller in accordance with this Article 15.

24 (v) If the Seller accepts the Offer, then the Buyer and the Seller will negotiate in good
25 faith and attempt to reach a commercially reasonable contract for the purchase and sale of the
26 Leased Premises. If the Seller and the Buyer sign a contract for the purchase and sale of the
27 Leased Premises, the rights and responsibilities of the Parties will be as set forth in the contract.
28 If the Seller and the Buyer have not signed a bona fide contract for the sale and purchase of the
29 Leased Premises within 30 days after the giving of timely notice of acceptance of the Offer by
30 the Seller, the Buyer may sell the Leased Premises to any Party upon terms and conditions that
31 are substantially similar to those in the Offer, but not for a price that is less than 100% of the
32 Offer. Such sale may be made free and clear of the right of first offer provided for in this Article
33 15.

34 (vi) The provisions of this Article 15 are specifically enforceable by the Seller.

35 **ARTICLE 16 - MISCELLANEOUS**

36 16.1 **Attorneys Fees/Costs.** If any action is brought in a court of law by either Party
37 to this Lease concerning the enforcement, interpretation, or construction of this Lease, the
38 prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorney's fees, as

1 well as costs, including expert witness' fees, incurred in the prosecution or defense of such
2 action.

3 16.2 **Notices.** All notices required or permitted under this Lease must be given by
4 registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial
5 carrier delivery, or by telecopies directed as follows:

6 If intended for the Landlord to:

7
8 Town of Breckenridge
9 P.O. Box 168
10 150 Ski Hill Road
11 Breckenridge, Colorado 80424
12 Attn: Town Manager
13 Telecopier number: (970)547-3104
14 Telephone number: (970)453-2251
15

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

17
18 Timothy H. Berry, Esq.
19 Timothy H. Berry, P.C.
20 131 West 5th Street
21 P. O. Box 2
22 Leadville, Colorado 80461
23 Telecopier number: (719)486-3039
24 Telephone number: (719)486-1889
25

26 If intended for the Tenant, to:

27
28 Breckenridge Outdoor Education Center
29 P.O. Box 697
30 Breckenridge, CO 80424
31 Telecopier number: (970)453-4676
32 Telephone number: (970)453-6422
33

34 Any notice delivered by mail in accordance with this Section will be effective on the second
35 business day after the same is deposited in any post office or postal box regularly maintained by
36 the United States postal service. Any notice delivered by telecopier in accordance with this
37 Section will be effective upon receipt if concurrently with sending by telecopier receipt is
38 confirmed orally by telephone and a copy of said notice is sent by certified mail, return receipt
39 requested, on the same day to that intended recipient. Any notice delivered by hand or
40 commercial carrier will be effective upon actual receipt. Either Party, by notice given as above,
41 may change the address to which future notices may be sent.
42

1 16.3 **Incorporation of Exhibits.** The attached Exhibit “A” and Exhibit “B” are
2 incorporated into this Lease by reference.

3 16.4 **Warning Concerning Special Taxing Districts.** SPECIAL TAXING DISTRICTS
4 MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES
5 PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS.
6 LEASED PREMISES OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED
7 MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT
8 WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO
9 DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. THE BUYER
10 SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL
11 OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT
12 SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL
13 LEVIES.

14 16.5 **Additional Instruments.** The Parties will deliver or caused to be delivered
15 upon request such additional documents and instruments as may be required to accomplish the
16 intent of this Lease.

17 16.6 **Waiver.** The failure of either Party to exercise any of its rights under this
18 Agreement shall not be a waiver of those rights. A Party waives only those rights specified in
19 writing and signed by the party waiving such rights.

20 16.7 **Time of the Essence.** Time is of the essence under this Lease for the
21 performance and observance of all obligations of the Landlord and the Tenant hereunder, and
22 all provisions of this Lease are to be strictly construed.

23 16.8 **Severability.** If any provision of this Lease are held invalid or unenforceable,
24 the remainder of this Lease will not be affected thereby, it being the intent of the Parties that
25 the provisions of this Lease will be enforceable to the fullest extent permitted by law. There
26 will be substituted for any invalid or unenforceable provision a valid and enforceable provision
27 as similar as possible to the invalid provision.

28 16.9 **Integration.** This Lease constitutes the entire agreement between the Parties
29 with regard to the Leased Premises, and any extrinsic covenants, agreements, representations,
30 warranties, conditions, or terms are superseded hereby and are no force or effect. Without
31 limiting the generality of the preceding sentence, within 30 days of the date of this Lease the
32 Parties agree to execute and record with the Summit County Clerk and Recorder appropriate
33 documentation terminating: (a) the Lease for the Leased Premises dated July 10, 2001 and
34 recorded November 9, 2001 at Reception No. 667684 of the records of the Clerk and Recorder
35 of Summit County, Colorado (as amended by that Amendment to Lease dated August 28,
36 2001 and recorded November 9, 2001 at Reception No. 667685 of the records of the Clerk and
37 Recorder of Summit County, Colorado); and (b) the Option Agreement pertaining to the
38 Leased Premises recorded March 25, 2011 at Reception No. 962971 of the records of the Clerk
39 and Recorder of Summit County, Colorado.

1 16.10 **Brokerage Commission.** The Landlord and the Tenant mutually warrant and
2 represent to one another that neither of them has incurred any liability arising by, through, or
3 under that Party for the payment of any brokerage fee or commission in connection with the
4 transaction contemplated herein. If either of the Parties breaches the foregoing warranty and
5 representation, it will be liable to the other Party for any damage, liability, loss, claim or
6 expense, including attorneys' fees, suffered by the other Party as a result of such breach. The
7 liable Party will pay to the other Party such sums as are due and owing pursuant to the
8 foregoing within 30 days after demand by the other Party.

9 16.11 **Authority.** The person signing this Lease for the Landlord represents and
10 warrants to the Tenant that the Landlord has all inherent legal power and authority requisite to
11 entering into this Lease; has taken all action necessary to authorize the execution of this Lease
12 and to perform and satisfy the transactions and obligations contained herein; and has duly
13 authorized the signatory to execute and deliver this Lease on behalf of the Landlord. The
14 person signing this Lease for the Tenant represents and warrants to the Landlord that the
15 Tenant has all inherent legal power and authority requisite to entering into this Lease; has taken
16 all actions necessary to authorize the execution and delivery of this Lease and to perform and
17 satisfy the transactions and obligations contained herein; and has duly authorized the signatory
18 to execute and deliver this Lease on behalf of the Tenant.

19 16.12 **Force Majeure Events.** Except to the extent otherwise expressly provided by
20 this Lease, if either the Landlord or the Tenant is delayed in the performance of any act
21 required under this Lease by reason of strikes, boycotts, labor dispute, embargoes, shortages of
22 materials, acts of God, acts of the public enemy, acts of superior governmental authority,
23 weather conditions, floods, riots, rebellion, terrorism, sabotage, or any other circumstance for
24 which such Party is not responsible or that is not in its power to control, the time for the
25 performance of any such act will be extended for a period equivalent to the period of such
26 delay. Notwithstanding any indications to the contrary contained in the foregoing, Force
27 Majeure Events do not include: (a) any financial incapacities or burdens suffered by either
28 Party; (b) the effect of laws and regulations or the application and enforcement of the same by
29 any governmental entity, or (c) a failure of timely performance by an agent or contractor of
30 either Party. The application of Force Majeure Events is subject to the express limitations
31 thereon contained in the other provisions of this Lease.

32 16.13 **Recording.** A fully signed copy of this Lease **MAY** be recorded in the real
33 property records of the Clerk and Recorder of Summit County, Colorado.

34 16.14 **"Day" Defined.** Unless otherwise indicated, the term "day" means a calendar day
35 (and not a business day).

36 16.15 **"Will" or "Will Not" Defined.** "Will" or "will not" indicates a mandatory
37 obligation to act or to refrain from acting as specifically indicated in the context of the sentence
38 in which such word is used.

1 16.16 **Amendment.** This Lease may not be modified except by a written Lease signed
2 by both the Landlord and the Tenant. Oral modifications of this Lease are not permitted.

3 16.17 **Captions.** The headings of the sections and paragraphs contained in this Lease are
4 for convenience only and do not define, limit, or construe the contents of the articles, sections
5 and paragraphs.

6 16.18 **Advances By the Landlord For the Tenant.** If the Tenant fails to do anything
7 required to be done by it under the terms of this Lease (other than a failure to make the payments
8 to the Landlord herein required) the Landlord may, at its sole option, but without any obligation
9 to do so, do or perform such act or thing on behalf of the Tenant, and in doing so the Landlord
10 will not be deemed to be a volunteer; provided, however, that before exercising its rights under
11 this Section the Landlord must give notice to the Tenant as provided in Section 16.2, and afford
12 the Tenant not less than 5 days from the giving of such notice within which to do or perform the
13 act required by the Tenant. Upon notification to the Tenant of the costs incurred by the Landlord
14 the Tenant will promptly pay to the Landlord the full amount of costs and/or expenses incurred
15 by the Landlord pursuant to this Section, together with interest thereon at the rate of 12% per
16 annum.

17 16.19 **Governmental Immunity.** In entering into this Lease the Landlord is relying on,
18 and does not waive or intend to waive by any provision of this Lease, the monetary limitations
19 (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities,
20 and protections provided by the Act, as from time to time amended, or any other limitation, right,
21 immunity or protection otherwise available to the Landlord, its officers, or its employees.

22 16.20 **No Adverse Construction Based On Authorship.** Each of the parties stipulate
23 and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not
24 to be construed against either Party by virtue of such Party having drafted this Lease.

25 16.21 **Landlord's Consent.** Except as otherwise expressly provided to the contrary in
26 this Lease, wherever in this Lease it is provided that some act requires the Landlord's prior
27 consent, such consent will not be unreasonably withheld by the Landlord.

28 16.22 **Third Parties.** There are no third Party beneficiaries of this Lease.

29 16.23 **Governing Laws; Venue; Waiver of Jury Trial.** The laws of the State of
30 Colorado will govern the interpretation, validity, performance, and enforcement of this Lease.
31 Any litigation brought to interpret or enforce this Lease will be commenced in Summit County,
32 Colorado. **BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ACTION TO ENFORCE,
33 INTERPRET, OR CONSTRUE THIS AGREEMENT.**

34 16.24 **No Partnership.** The Landlord is not a partner, associate, or joint venturer of the
35 Tenant in the conduct of the Tenant's business at the Leased Premises. The Tenant is an
36 independent contractor without the right or authority to impose tort or contractual liability upon
37 the Landlord.

1 STATE OF COLORADO)
2) ss.
3 COUNTY OF SUMMIT)
4

5 The foregoing instrument was acknowledged before me this _____ day of
6 _____, 2013, by _____
7 _____, as President and _____
8 _____, as Secretary, of Breckenridge Outdoor Education Center, a Colorado
9 non-profit corporation.

10
11 WITNESS my hand and official seal.

12
13 My commission expires: _____.
14
15

16
17 _____
18 Notary Public

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500-75\Lease With Option to Purchase_4 (04-17-13)

Exhibit "A"

LEGAL DESCRIPTION OF LICENSED PREMISES

[TO BE INSERTED]

Exhibit "A"

Exhibit “B”

HEAD-END PROPERTY

[TO BE INSERTED]

Exhibit “B”



MEMORANDUM

TO: Town Council

FROM: Chris Neubecker, Current Planning Manager

DATE: April 15, 2013 (For Meeting April 23, 2013)

SUBJECT: Amendment to Development Code Concerning Moving Historic Structures

Attached for first reading is an ordinance concerning moving historic structures. On April 9, 2013 staff presented this policy change to the Town Council, and the Council directed staff to move forward with the proposed policy. The policy change responds to concerns raised by Town Council and Planning Commission about the current policy for assigning negative points to projects where historic structures are proposed to move, which in some cases may discourage new development and some historic preservation projects.

The proposed ordinance is intended to create more flexibility for moving structures by small amounts. The policy also discourages large moves through increased negative points, as well as negative points for changing the orientation of a building. Flexibility is provided to the Planning Commission to waive negative points in cases where the structure can be preserved by moving the structure and in cases where structures currently encroach over property lines. Finally, the policy breaks apart both the positive and negative points for primary and secondary structures, making the potential point allocation more evident to applicants.

The key changes to the policy include:

- No negative points for moving secondary structures less than five feet (5')
- Increased negative points for moving primary structures more than five feet (5')
- Negative points assigned separately for moving structures. This should help applicants more clearly understand when negative points will be assigned.
- Prohibit moving historic structures to another lot, unless a variance is granted.
- Negative points for changing the orientation of a structure (rotating the structure)
- Consideration of public safety and improved "save ability" of the structure when assigning points
- New language to clarify that points will be assigned by the Planning Commission based on the significance of the structure, visibility and size, to provide additional flexibility.
- Above Ground Density policy is moved to Policy 24, to keep all Historic District policies together.

Staff and the Town Attorney will be available to answer questions and receive your feedback during the meeting on Tuesday.

1 ***FOR WORKSESSION/FIRST READING – APRIL 23***

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

5
6 COUNCIL BILL NO. 14

7
8 Series 2013

9
10 AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE
11 TOWN CODE, KNOWN AS THE “BRECKENRIDGE DEVELOPMENT CODE,”
12 CONCERNING MOVING HISTORIC STRUCTURES

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

16
17 Section 1. Section 9-1-5 of the Breckenridge Town Code is amended by the addition of
18 the following two definitions:

PRIMARY STRUCTURES:

The main buildings or structures on a lot which gives the site its unique character, and were historically the most important buildings on the site. In most cases, the primary structures shall be the largest structures on the property, and generally were located near the front portion of the lot, closer to the street. Primary structures are generally more ornate with more architectural detail. Examples of primary structures include the main residence, or main commercial building, as opposed to sheds, outhouses, and barns which are secondary structures in most instances.

SECONDARY STRUCTURES:

Buildings whose uses were historically ancillary to the primary use of the site. These include storage buildings such as sheds, outhouses and barns, which were typically smaller than the primary structure and usually located at the rear of the lot. These buildings were usually simpler in

MOVING HISTORIC STRUCTURES ORDINANCE

design than primary structures, were often not painted and were clad in lower quality materials.

1
2 Section 2. Subsection (B) of Section 9-1-19-5A of the Breckenridge Town Code, entitled
3 “Policy 5 (Absolute) Architectural Compatibility” is repealed.

4 Section 3. Section 9-1-195R of the Breckenridge Town Code, entitled “Policy 5
5 (Relative) Architectural Compatibility”, is amended to read in its entirety as follows:

6 9-1-19-5R: POLICY 5 (RELATIVE) ARCHITECTURAL COMPATIBILITY:
7

8 The town hereby finds that excessive similarity, dissimilarity, or poor quality
9 design of any building adversely affects the desirability of the immediate area and
10 the community as a whole, and by so doing impairs the benefits of existing
11 property owners, the stability and value of real property, produces degeneration of
12 property with attendant deterioration of conditions affecting health, safety, and
13 general welfare of the community, and destroys a proper relationship between the
14 taxable value of real property and the cost of municipal services provided
15 therefor. Features of design include, but are not limited to, size, shape, scale,
16 proportions, solid to void ratios, texture, pattern and color of materials, and
17 architectural elements and details.
18

19 3 x (-2/+2) A. General Architectural And Aesthetic Compatibility: All proposed
20 new developments, alterations, or additions are strongly encouraged to be
21 architecturally compatible with the general design criteria specified in the land
22 use guidelines. It is strongly encouraged that cut and fill slopes be kept to a
23 minimum, and that the site, when viewed from adjacent properties, be integrated
24 into its natural surroundings as much as possible. In addition, excessive similarity
25 or dissimilarity to other structures existing, or for which a permit has been issued,
26 or to any other structure included in the same permit application, facing upon the
27 same or intersecting streets within the same or adjacent land use districts is
28 discouraged. This **sub**section **A** only applies to areas outside of the historic
29 district.
30

31 Exterior building materials and colors should not unduly contrast with the site’s
32 background. The use of natural materials, such as logs, timbers, wood siding and
33 stone, are strongly encouraged because they weather well and reflect the area’s
34 indigenous architecture. Brick is an acceptable building material on smaller
35 building elements, provided an earth tone color is selected. Stucco is an
36 acceptable building material so long as an earth tone color is selected, but its use
37 is discouraged and negative points shall be assessed if the application exceeds
38 twenty five percent (25%) on any elevation as measured from the bottom of the

MOVING HISTORIC STRUCTURES ORDINANCE

1 fascia board to finished grade. Such measurement shall include column elements,
2 windows and chimneys, but shall not include decks and railing elements. Fiber
3 cement siding may be used without the assignment of negative points only if there
4 are natural materials on each elevation of the structure (such as accents or a
5 natural stone base) and the fiber cement siding is compatible with the general
6 design criteria listed in the land use guidelines. Roof materials should be
7 nonreflective and blend into the site's backdrop as much as possible.
8 Inappropriate exterior building materials include, but are not limited to,
9 untextured exposed concrete, untextured or unfinished unit masonry, highly
10 reflective glass, reflective metal roof, and unpainted aluminum window frames.
11 This subsection A applies only to areas outside of the historic conservation
12 district, but does not apply to the Cucumber Gulch overlay protection district (see
13 section 9-1-19-5A, "Policy 5 (Absolute) Architectural Compatibility", subsection
14 D, of this chapter).

15
16 ~~5 x (5/0) B. Conservation District: Within the conservation district, which~~
17 ~~area contains the historic district and the transition character areas, compatibility~~
18 ~~of a proposed project with the surrounding area and the district as a whole is of~~
19 ~~the highest priority. Within this district, the preservation and rehabilitation of any~~
20 ~~historic structure or any "town designated landmark" or "federally designated~~
21 ~~landmark" on the site (as defined in chapter 11 of this title) is the primary goal.~~
22 ~~Any action which is in conflict with this primary goal or the "handbook of design~~
23 ~~standards" is strongly discouraged, while the preservation of the town's historic~~
24 ~~fiber and compliance with the historic district design standards is strongly~~
25 ~~encouraged. Applications concerning development adjacent to Main Street are the~~
26 ~~most critical under this policy.~~

27
28 **B. Historic and Conservation Districts: For all projects within the Historic or**
29 **Conservation Districts, see Policy 24 (Absolute) The Social Community and**
30 **Policy 24 (Relative) The Social Community.**

31
32 **C. Historic District:**

33
34 ~~(1) Within the Main Street residential/commercial, south end residential, and~~
35 ~~South Main Street character areas, a maximum of nine (9) units per acre of~~
36 ~~aboveground density is recommended. In connection with projects that exceed the~~
37 ~~recommended nine (9) units per acre and meet all of the design criteria outlined in~~
38 ~~the character area design standards, points shall be assessed based on the~~
39 ~~following table:~~

40
41 Aboveground Density (UPA) _____ Point Deductions
42

1	9.01 – 9.50	3
2	9.51 – 10.00	6
3	10.01 – 10.50	9
4	10.51 – 11.00	12
5	11.01 – 11.50	15
6	11.51 – 12.00	18
7	12.01 or more	See section 9-1-19-A,
8		“Policy 5 (Absolute)–
9		Architectural
10		Compatibility”, of
11		this chapter

(2) In connection with permit applications for projects within those character areas of the historic district specified below which involve “preserving”, “restoring”, or “rehabilitating” a “landmark structure”, “contributing building”, or “contributing building with qualifications” (as those terms are defined in the “Handbook Of Design Standards For The Historic And Conservation Districts”), or “historic structure” or “landmark” as defined in this code, and in connection with permit applications for projects within the North Main residential, north end residential, and the east side residential character areas that exceed the recommended nine (9) units per acre of aboveground density, points shall be assessed based on the following table:

<u>Aboveground Density (UPA)</u>	<u>Point Deductions</u>
9.01 – 9.50	3
9.51 – 10.00	6
10.01 – 10.50	See section 9-1-19-5A, Policy 5 (Absolute) Architectural Compatibility”, of this chapter

C. Above Ground Density in Historic District: (See Policy 24 Absolute) The Social Community, B. Historic District.

Section 4. Section 9-1-19-24A, “Policy 24 (Absolute) The Social Community”, of the Breckenridge Town Code is amended to read in its entirety as follows:

9-1-19-24A: POLICY 24 (ABSOLUTE) THE SOCIAL COMMUNITY:

A. Meeting And Conference Rooms: All condominium/hotels, hotels, lodges, and inns shall provide meeting areas or recreation and leisure amenities, at a ratio of

1 one square foot of meeting or recreation and leisure amenity area for every thirty
2 five (35) square feet of gross dwelling area.

3
4 **B. Historic and Conservation District: Within the conservation district, which**
5 **area contains the historic district (see special areas map¹) substantial**
6 **compliance with both the design standards contained in the "Handbook Of**
7 **Design Standards" and all specific individual standards for the transition or**
8 **character area within which the project is located is required to promote the**
9 **educational, cultural, economic and general welfare of the community through**
10 **the protection, enhancement and use of the district structures, sites and objects**
11 **significant to its history, architectural and cultural values.**

12
13 **(1) Within the historic or conservation district, no historic structure shall be altered,**
14 **moved, or demolished without first obtaining a class A or class B development**
15 **permit from the town. Accompanying such approval to alter, move or demolish**
16 **any historic structure shall be an application for a class A or class B**
17 **development permit as required by code to authorize any proposed new**
18 **development which shall take the place of a moved or demolished historic**
19 **structure. The issuance of building permits for altering, moving, or demolishing**
20 **a historic structure and the construction of a replacement structure shall be**
21 **issued concurrently and shall not be issued separately. Moving a historic**
22 **structure from its historic lot or parcel to another lot or parcel is prohibited.**

23
24 **(2) In addition to the procedural requirements of this chapter, an application for**
25 **alteration, demolition, or moving of an historic structure shall be accompanied**
26 **by a cultural survey prepared by a qualified person when required by the town.**

27
28 **(3) Within the Main Street Residential/Commercial, South End Residential, and**
29 **South Main Street character areas, a maximum of nine (9) units per acre of**
30 **aboveground density is recommended. In connection with projects that exceed**
31 **the recommended nine (9) units per acre and meet all of the design criteria**
32 **outlined in the character area design standards, points shall be assessed based**
33 **on the following table:**

34
35

<u>Aboveground Density (UPA)</u>	<u>Point Deductions</u>
<u>9.01-9.50</u>	<u>-3</u>
<u>9.51-10.00</u>	<u>-6</u>
<u>10.01-10.50</u>	<u>-9</u>
<u>10.51-11.00</u>	<u>-12</u>
<u>11.01-11.50</u>	<u>-15</u>
<u>11.51-12.00</u>	<u>-18</u>

36
37
38
39
40
41

¹ See section 9-1-20 of this chapter.

1
2 Positive points shall be awarded according to the following point schedule for on
3 site historic preservation, or restoration efforts, in direct relation to the scope of
4 the project, subject to approval by the planning commission. **Positive points**
5 **below are applied to a development permit as a whole and shall not be**
6 **awarded separately if multiple structures are proposed for preservation or**
7 **restoration under the same development permit. Positive points may be**
8 **awarded to both primary structures and secondary structures.**
9

10 **A final point allocation shall be made by the planning commission based on**
11 **the historic significance of the structure, its visibility and size.** The
12 construction of a structure or addition, or the failure to remove noncontributing
13 features of a historic structure may result in the allocation of fewer positive
14 points:
15

16 **Primary Structures:**

17
18 +3 **+1** On site historic preservation/restoration effort of minimal public
19 benefit.

20
21 Examples²: Restoration of historic window and door openings,
22 preservation of historic roof materials, siding, windows, doors and
23 architectural details.

24
25 +6 **+3** On site historic preservation/restoration effort of average public
26 benefit.

27
28 Examples: ~~Preservation of, or the installation of a new foundation,~~
29 ~~structural stabilization, complete restoration of secondary~~
30 ~~structures.~~ **Restoration of historic window and door openings,**
31 **preservation of historic roof materials, siding, windows, doors and**
32 **architectural details, plus structural stabilization and installation of a**
33 **new foundation.**
34

35 +9 **+6** On site historic preservation/restoration effort of above average
36 public benefit.
37

² Examples set forth in this policy are for purpose of illustration only, and are not binding upon the planning commission. The ultimate allocation of points shall be made by the planning commission pursuant to section 9-1-17-3 of this chapter.

1 Examples: Restoration/preservation efforts for windows, doors,
2 roofs, siding, foundation, architectural details, substantial
3 permanent electrical, plumbing, and/or mechanical system
4 upgrades, **plus** structural stabilization **and installation of a full**
5 **foundation**, ~~or restoration of secondary structures~~, which fall short of
6 bringing the historic structure or site back to its appearance at a particular
7 moment in time within the town's period of significance by reproducing a
8 pure style.
9

10 **+12 +9** On site historic preservation/restoration effort with a significant
11 public benefit.

12
13 Example: Restoration/preservation efforts which bring a historic
14 structure or site back to its appearance at a particular moment in
15 time within the town's period of significance by reproducing a pure
16 style and respecting the historic context of the site that fall
17 short of a pristine restoration. **Projects in this category will remove non-**
18 **contributing features of the exterior of the structure, and will not**
19 **include any above ground additions.**
20

21 **+15 +12** On site historic preservation/restoration effort with a very
22 significant public benefit.

23
24 Example: Restoration/preservation efforts to a historic structure or
25 site which bring the historic structure or site back to its appearance
26 at a particular moment in time within the town's period of
27 significance by reproducing a pure style and respecting the historic
28 context of the site with no new structures or additions and the
29 removal of all noncontributing features of a historic structure or
30 site. Such restoration/preservation efforts will be considered
31 pristine.
32

33 **Secondary Structures:**

34
35 **+1 On-site historic preservation/restoration of minimal public**
36 **benefit.**

37
38 **Examples: Structural stabilization of walls, roof trusses and**
39 **repairing damaged or missing roofing.**

40
41 **+2 On-site historic preservation of average public benefit.**
42

1 Examples: Structural stabilization of walls, roof trusses and
2 repairing roofs, plus full restoration of damaged or missing
3 siding, doors, windows, and trim.

4
5 +3 On-site historic preservation of above average public benefit.
6

7 Examples: Complete restoration of the structure, including
8 structural stabilization of walls, roof trusses and repairing
9 roof, full restoration of damaged or missing siding, doors,
10 windows and trim, plus installation of a full foundation.

11 Secondary structures that encroach over a property line or
12 easement shall be brought fully onto the applicant's property
13 and outside of any easements or encroachments to qualify for
14 this point allocation.
15

16 Section 6. Section 9-1-19-24R, "Policy 24 (Relative) The Social Community", of the
17 Breckenridge Town Code is amended by the addition of a new subsection F, entitled "Moving
18 Historic Structures", which shall read in its entirety as follows:

19 **F. Moving Historic Structures:**
20

21 **A structure derives part of its historic significance from its setting, which includes**
22 **the property itself, associated landscaping, view corridors, and other buildings. The**
23 **manner in which a building relates to its site, how it is oriented on the property and**
24 **its view orientation are all aspects of the building context that enrich our ability to**
25 **understand the life ways that the historic district conveys. Removing a building**
26 **from its historic setting, relocating a building on its historic site or altering its**
27 **orientation diminishes our ability to interpret the history of the district and its**
28 **historic structures to the fullest extent possible and therefore should be avoided.**
29 **Instead, the preferred method is to preserve historic buildings in their existing**
30 **locations.**
31

32 **The degree to which historic structures are moved on their site, or moved to another**
33 **site, shall be considered in the allocation of negative points. Structures that are**
34 **moved off the property to another site shall receive the greatest number of negative**
35 **points. These moves alter the ability to interpret the history of a site and the historic**
36 **structure. Every effort shall be made to preserve historic structures in their historic**
37 **locations. When moving of structures is necessary, they shall be relocated in a**
38 **manner which preserves the original context of the site and structure as much as**
39 **possible. Structures shall not be moved any more than necessary to achieve**
40 **reasonable use of the land.**
41

1 Changes that improve the ability to preserve any historic structure or to improve
2 public safety shall be considered in the allocation of points under this section. The
3 following is a guideline for the assignment of points for moving historic structures.
4 The final allocation of points shall be made by the planning commission pursuant to
5 Section 9-1-17-3 of this chapter. Negative points below shall be for the development
6 permit application as a whole, and shall not be awarded separately if multiple
7 structures are proposed for moving or relocating under the same development
8 permit. Negative points may be awarded to both primary and secondary structures.
9

10 No structure shall be moved unless the structure is also fully restored in its new
11 location with structural stabilization, a full foundation, repairs to siding, windows,
12 doors and architectural details, and roof repairs to provide water protection.
13

14 Moving Primary Structures:

15
16 0 points: Relocating of historic primary structures in order to bring them into
17 compliance with required codes and/or setbacks and for correcting property
18 encroachments, but keeping the structure on its original lot, and maintaining the
19 historic context of the structure and site.
20

21 -3 points: Relocating of historic primary structures less than five (5) feet from its
22 current or original location, keeping the structure on its original site, and
23 maintaining the historic orientation and context of the structure and lot.
24

25 -10 points: Relocating a historic primary structure between five (5) feet and ten (10)
26 feet from its current or original location, but keeping the structure on its original lot
27 and maintaining the historic orientation and context.
28

29 -15 points: Relocating a historic primary structure more than ten (10) feet from its
30 current or original location.
31

32 Secondary Structures:

33
34 0 points: Relocating of historic secondary structures in order to bring them into
35 compliance with required codes and/or setbacks and for correcting property
36 encroachments, but keeping the structure on its original lot, and maintaining the
37 historic context of the structure and site.
38

39 -1 point: Relocating a historic secondary structure less than five (5) feet from its
40 current or original location, keeping the structure on its original lot, and
41 maintaining the historic orientation and context of the structure and site.
42

1 -2 points: Relocating a historic secondary structure between (5) feet and ten (10) feet
2 from its current or original location, but keeping the structure on its original lot and
3 maintaining the historic orientation and context of the structure and site.

4
5 -3 points: Relocating a historic secondary structure more than ten (10) feet from its
6 current or original location, but keeping the structure on its original lot.

7
8 -15 points: Relocating a historic secondary structure to a site off the original lot.

9
10 Other Negative Points:

11
12 Any proposal for changing the historic orientation of a historic structure shall
13 receive additional negative points based on the degree to which the change in
14 orientation affects the ability to interpret the use and history of the site or structure.
15 In general, the following points shall be assigned, unless a different point allocation
16 is determined by the Planning Commission:

17
18 -2 points: Changing the historic orientation of a secondary structure

19 -10 points: Changing the historic orientation of a primary structure

20
21 Structures Not in Historic Location:

22
23 On occasion, historic structures have been moved to new locations within the town.
24 The moving of these structures (which were previously moved to new locations after
25 the Town's historic Period of Significance, after 1942) are not subject to the
26 allocation of negative points if the final location and configuration of the building is
27 consistent with the policies and intent of the "Handbook of Design Standards for the
28 Historic and Conservation Districts", and so long as the building is structurally
29 stabilized and placed on a permanent foundation at the receiving site. Also, the
30 receiving site shall be an appropriate context for the structure, as determined by the
31 structure's original use and site.

32
33 Structures that were previously moved during the Town's Period of Significance (in
34 1942 or earlier) have achieved historical significance in their new or current
35 location. In these cases, moving these structures again is discouraged and negative
36 points shall be allocated by the Planning Commission in direct relation to the scope
37 of the change in location and context, pursuant to the provisions of this chapter.

38
39 Returning Structures to their Historic Location:

40
41 It is the goal of the Town to encourage the return of historic structures back to their
42 original, historic locations, in those cases where historic structures were previously

1 moved off their historic location. Positive points shall be assigned according to the
2 following point schedule:

3
4 +2 points: Relocation of a historic structure back to its historic location.

5
6 +5 points: Relocation of a historic structure back to its historic location and
7 returning the site to its appearance at a particular moment in time within the
8 Town's Period of Significance.

9
10 Section 7. Except as specifically amended hereby, the Breckenridge Town Code, and the
11 various secondary codes adopted by reference therein, shall continue in full force and effect.

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

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

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

25 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
26 PUBLISHED IN FULL this ____ day of _____, 2013. A Public Hearing shall be held at the
27 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
28 _____, 2013, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
29 Town.

30
31 TOWN OF BRECKENRIDGE, a Colorado
32 municipal corporation

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34
35
36 By _____
37 John G. Warner, Mayor

38
39 ATTEST:

MOVING HISTORIC STRUCTURES ORDINANCE

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Helen Cospolich
Town Clerk

500-343\Moving Historic Structures Ordinance_2 (04-15-13)(First Reading)

MOVING HISTORIC STRUCTURES ORDINANCE

MEMO

TO: Breckenridge Town Council

FROM: Laurie Best-Community Development Department

RE: Valley Brook Cemetery National Register Nomination CLG Grant

DATE: April 10, 2013 (for April 23rd)

The Town of Breckenridge has received approval from History Colorado (aka Colorado State Historical Society) for a Certified Local Government Grant (CLG) to cover 100% of the costs associated with preparing and presenting a nomination for Valley Brook Cemetery to the National Register of Historic Places. A resolution authorizing the Town Manager to sign the attached *Grant Agreement* has been drafted and is scheduled for your consideration.

The Breckenridge Heritage Alliance prepared the grant request and will manage the nomination project on behalf of the Town. It is the Alliances' opinion that the Valley Brook Cemetery does meet the criteria for listing on the National Register and this has been confirmed by History Colorado. This grant will provide the funds to cover costs associated with preparing and presenting the official nomination to the Review Board. The Alliance will use a professional consultant who is experienced in similar nominations to collect and organize the background information, to perform the necessary research, to write the nomination, to consult with History Colorado staff, and to attend the Review Board Meeting. The cost of the project is \$7,901.00 which has been approved by History Colorado. It is anticipated that the work would begin in early summer, with a nomination presented in early 2014, and final project report/closeout by June 2014.

The National Register of Historic Places is the official list of the nation's historic places. It represents the most historically and architecturally significant buildings, sites, and structures. Listing offers no automatic protection for the historic site and does not create new restrictions limiting the Town's use, management, oversight, or operation of the site. But, listing is an honor because it validates the significance and integrity of the historic cemetery. The National Park Service maintains a data base with information on all of the listed sites which is an excellent way to reach people who are interested in communities with rich history. The Breckenridge Historic District was listed in 1980 and that designation is still important to marketing Breckenridge and for drawing visitors to the community. There are only a handful of Colorado cemeteries listed, including Riverside and Crown Hill in Denver. By listing Valley Brook it is included in a special class of the most prestigious cemeteries. In addition to the recognition and the validation, listing (of some type) is often a requirement for grants related to rehabilitation or preservation work. While there are no pending grant eligible projects, this status will assist the Town when we seek grants in the future.

Staff supports listing the Valley Brook Cemetery on the National Register and recommends approval of the resolution authorizing the Town Manger to execute the Grant Agreement with History Colorado.

1 A RESOLUTION

2
3 SERIES 2013

4
5 A RESOLUTION APPROVING A GRANT AGREEMENT WITH THE STATE OF
6 COLORADO ACTING BY AND THROUGH THE STATE HISTORICAL SOCIETY
7 (National Register Nomination For Valley Brook Cemetery)
8

9 WHEREAS, the Town of Breckenridge has been awarded a grant in the amount of
10 \$7,912.00 by the State of Colorado acting by and through the State Historical Society to help pay
11 the cost of preparing a National Register nomination for the Valley Brook Cemetery; and
12

13 WHEREAS, the State has prepared an agreement setting forth the terms and conditions of
14 the grant, a copy of which is marked Exhibit "A", attached hereto, and incorporated herein by
15 reference ("**Grant Agreement**"); and
16

17 WHEREAS, the Town Council has reviewed the proposed Grant Agreement, and finds
18 and determines that it would be in the best interests of the Town and its residents for the Town to
19 enter into the proposed Grant Agreement; and
20

21 WHEREAS, Rule 6.1(b) of the Council Procedures and Rules of Order provides that a
22 resolution may be used to approve a contract.
23

24 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
25 BRECKENRIDGE, COLORADO, as follows:
26

27 Section 1. The proposed Grant Agreement with the State of Colorado acting by and
28 through the State Historical Society, substantially in the form marked Exhibit "A", is approved;
29 the Town is authorized to expend its match share of the "Work" as described in the subject Grant
30 Agreement, subject to annual appropriation by the Town Council as required by law; and the
31 appropriate officer of the Town is authorized, empowered, and directed to execute such Grant
32 Agreement for and on behalf of the Town of Breckenridge.
33

34 Section 2. Minor changes to or amendments of the approved agreement may be made by
35 the Town Manager if the Town Attorney certifies in writing that the proposed changes or
36 amendments do not substantially affect the consideration to be received or paid by the Town
37 pursuant to the approved agreement, or the essential elements of the approved agreement.
38

39 Section 3. This resolution is effective adoption.
40

41 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____,
42 2013.
43
44
45

TOWN OF BRECKENRIDGE

By _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk

APPROVED IN FORM

Town Attorney date

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STATE OF COLORADO
State Historical Society
Grant Agreement
with
Town of Breckenridge

State Model Date: 4/2/2009

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1. PARTIES

This Grant Agreement (hereinafter called “Grant”) is entered into by and between TOWN OF BRECKENRIDGE (hereinafter called “Grantee”) which has been certified as a

Certified Local Government (hereinafter called "CLG) by the National Park Service, and the STATE OF COLORADO acting by and through the State Historical Society also known as History Colorado (hereinafter called "HC").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, And Approval

Authority to enter into this Grant exists in under the State Constitution article XVIII, §9(5) (b) (III), and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance there of remains available for encumbering and subsequent payment of this Agreement under Encumbrance Fund Number 100, Appropriation Account 046, and Organization HP 12. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies including the National Park Service that provides funding for this Grant.

B. Bid Exemption

This Grant is exempt from the competitive bid requirements of the State's Procurement Rules. An award of funds to complete the program or project described in **Exhibit A** has been approved by HC.

C. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

D. Purpose

HC is providing funds to Grantee for the latter to use for a CLG grant project as described in **Exhibit A** that has been determined by HC to meet the criteria for CLG grant projects in Colorado.

E. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

"Budget" means the budget for the Work described in **Exhibit B**.

B. Deliverables

A "Deliverable" means a producible item or items to be delivered to HC which help ensure completion of the project.

C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in §6 and Exhibit A.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Scope of Work including Interim Status Report, Interim Financial Report, and Final Project Report); **Exhibit B** (Budget); and **Exhibit C** (List of Submittals).

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

“Grant” means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

“Grant Funds” means available funds payable by HC to Grantee pursuant to this Grant.

H. Party or Parties

“Party” means HC or Grantee and “Parties” means both HC and Grantee.

I. Project

“Project” means the tasks necessary to perform the Grant requirements set forth in **Exhibit A**.

J. References

All references here in to sections (whether spelled out or using the § symbol), subsections, or to exhibits or other attachments are to those contained in or part of this Grant unless specifically otherwise denoted.

K. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and **Exhibits A, B, and C**.

L. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

M. Sub-grantee

“Sub-grantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

N. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibits A, B, and C**, including the performance of the Services and delivery of the Goods.

O. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM and EARLY TERMINATION.

A. Initial Term-Work Commencement

The Parties respective performances under this Grant shall commence on the later of either the Effective Date or March 1, 2013. This Grant shall terminate on September 30, 2014 unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

HC, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

C. Early Termination

This Grant is subject to early termination in accordance with the general remedies provisions in §15 and as specifically provided for herein.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in Exhibits A, B, and C on or before **June 30, 2014**. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by HC.

C. Employees

All persons employed by Grantee or Sub-grantees shall be considered Grantee's or Sub-grantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by HC is **\$7,912.00**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit C**. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit C**.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit C** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to HC in the form and manner set forth in approved by HC.

ii. Interest

HC shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by HC. Uncontested amounts not paid by HC within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice HC separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

HC is prohibited by law from making fiscal commitments beyond the term of the HC's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, HC's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and HC's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, HC may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At HC's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B-1**. Grantee may adjust budgeted expenditure amounts up to 10% within each line item of said Budget without approval of HC. Adjustments in excess of 10% shall be authorized by HC in an amendment to this Grant. HC's total consideration shall not exceed the maximum amount shown herein.

D. Matching Funds

Any matching funds provided by Grantee are set forth in **Exhibit B**. Grantee shall have raised the full amount of matching funds prior to the Effective Date and shall report to HC's regarding the status of such funds upon request.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by HC's and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

Grantee shall deliver interim progress reports documenting the progress of the Project to HC during the term of this Agreement using HC interim project status and interim financial reports forms, and Grantee shall also deliver to HC at the end of the project a Final Project Report, all part of **Exhibit A**, pursuant to the schedule set forth in **Exhibit C**.

B. Litigation Reporting

Within 30 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify HC of such action and deliver copies of such pleadings to HC's principal representative as identified herein. If HC's principal representative is not then serving, such notice and copies shall be delivered to the President of History Colorado.

C. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

D. SubGrants

Copies of any and all subGrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subGrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subGrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by HC a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following: (i) a period of three years after the date this Grant is completed or terminated, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Grantee shall permit HC, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a

period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, HC may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit HC, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to HC or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

As provided by law, Grantee shall comply with the provisions on this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

As provided by law, Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Sub-grantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential

information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the HC's interests. Absent HC's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to CHS hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by HC in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantees Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable

certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Sub-grantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Sub-grantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Sub-grantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to sub-Grantees that are not "public entities".

B. Sub-Grantees

Grantee shall require each Grant with Sub-grantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Sub-grantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Grantees, products and completed operations, blanket Grantual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Sub-grantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

Grantee and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee and Sub-grantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and the State by certified mail.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Sub-grantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Grantee and all Sub-grantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Sub-grantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any sub-grant, Grantee and each Sub-grantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15.

Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant, HC shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, HC may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, HC, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and sub-Grants with third parties. However, Grantee shall complete and deliver to HC all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of HC, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or sub-Grants. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which HC has an interest. All materials owned by HC in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of HC, shall be delivered by Grantee to HC and shall become HC's property.

ii. Payments

HC shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by HC, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by HC, Grantee also shall remain liable to HC for any damages sustained by HC by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating HC's damages, until such time as the exact amount of

damages due to HC from Grantee is determined. HC may withhold any amount that may be due to Grantee as HC deems necessary to protect HC, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse HC for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by HC in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

HC is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, HC, in its sole discretion, may terminate this Grant in whole or in part. Exercise by HC of this right shall not constitute a breach of HC's obligations hereunder. This subsection shall not apply to a termination of this Grant by HC for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by HC pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, HC may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

HC, its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with HC's directive and HC shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to HC; provided, that any denial of payment shall be reasonably related to the value to HC of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Sub-grantees whom HC deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in HC's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at HC's option (a) obtain for HC or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. HC:

Dan W. Corson
History Colorado
1200 Broadway
Denver, CO 80203
(303) 866-2673
dan.corson@state.co.us

B. Grantee:

Laurie Best
Town of Breckenridge
PO Box 168
Breckenridge , CO 80424
970/547-3112
laurieb@townofbreckenridge.com

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of HC and, all Work Product shall be delivered to HC by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE GRANT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by HC, and showing of good cause, may debar

Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and SubGrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or sub-granted without the prior, written consent of HC. Any attempt at assignment, transfer, or sub-granting without such consent shall be void. All assignments, sub-grants, or sub-grantees approved by Grantee or HC are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of sub-granting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Indemnification-General

As provided by law, Grantee shall indemnify, save, and hold harmless the State of Colorado, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by both parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Grant shall govern the relationship of the State and Grantee. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,
- ii. The provisions of the main body of this Grant,
- iii. **Exhibit A**, Scope of Work
- iv. **Exhibit B**, Budget
- v. **Exhibit C**, List of Submittals

J. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance; compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by HC if Grantee fails to perform or comply as required.

L. Taxes

HC is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City and County of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

M. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

21. FEDERAL ACKNOWLEDGEMENTS

Grantee agrees to the acknowledgement of the National Park Service funding support when describing or promoting the Project for any materials, publications, program literature, audio-visual products or related materials produced as a result of the Grant funds, appropriate acknowledgement and required Equal Employment Opportunity statement should be given as follows:

“The activity that is the subject of this material has been financed in part with Federal funds from the National Historic Preservation Act, administered by the National Park Service, U.S. Department of the Interior for History Colorado. However, the contents and opinions do not necessarily reflect the views or policies of the U.S. Department of the Interior or History Colorado, nor does the mention of trade names or commercial products constitute an endorsement or recommendation by the Department of the Interior or History Colorado.”

“This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally-assisted programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, 1849 C Street, N.W., Washington, D.C. 20240.”

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22. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Grants except where noted in italics.

A. 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. 2. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. 3. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. 4. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. 5. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. 6. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

G. 7. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. 9. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. 11. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[*Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services*] Grantee certifies, warrants, and agrees that it does not knowingly employ or Grant with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant or enter into a Grant with a Sub-grantee that fails to certify to Grantee that the Sub-grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Sub-grantee and the Granting State agency within three days if Grantee has actual knowledge that

a Sub-grantee is employing or Granting with an illegal alien for work under this Grant, (c) shall terminate the subGrant if a Sub-grantee does not stop employing or Granting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the Granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the Granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

L. 12. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

SPs Effective 1/1/09

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23. SIGNATURE PAGE

Grant Routing # 1072

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">GRANTEE Town of Breckenridge By: INSERT-Name of Authorized Individual Title: INSERT-Official Title of Authorized Individual</p> <hr/> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR History Colorado, Edward C. Nichols, President, or his Designee</p> <hr/> <p>Date: _____</p>
	<p style="text-align: center;">LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p>Date: _____</p>

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

<p style="text-align: center;">STATE CONTROLLER David J. McDermott, CPA</p> <p>By: _____</p> <p style="text-align: center;">History Colorado Chief Financial Officer Date: _____</p>

24. EXHIBIT A

SCOPE OF WORK

Including Standards and Specifications

National Register Nomination for Valley Brook Cemetery **CO-13-011**
Project Title Project Number

1. **PROJECT PURPOSE:** To prepare a National Register nomination for the Valley Brook Cemetery.

2. **SPECIFICATION OF WORK:** A professional consultant will complete a draft and final National Register nomination per OAHN standards and requirements. At least one public meeting will be held. Town staff will manage project.

3. **REQUIRED STANDARDS:** Secretary of the Interior's Professional Qualification Standards for the consultant. Applicable National Register bulletins.

4. **PRODUCTS:** The following products will be delivered to HC as set forth in EXHIBIT C
 - a) Draft nomination
 - b) Final nomination
 - c) Documentation of public meeting
 - d) 1st set of interim status and financial reports
 - e) 2nd set of interim status and financial reports
 - f) Final Project Report

All survey projects must include the following required standards and required products.

A. **REQUIRED STANDARDS FOR SURVEY PROJECTS:** The following standards are required for all survey projects:

1. Grantee agrees that all survey work shall be completed to the standards provided by the History Colorado (HC) and detailed in the Colorado Survey Manual. Survey forms shall be provided by HC.
2. Black and white photographs submitted shall be properly labeled in accordance with the Colorado Survey Manual.
3. Survey work shall also meet the Secretary of the Interior's Standards and Guidelines for Identification and Evaluation published September 29, 1983 in the Federal Register.
Work not meeting the Secretary's Standards in the judgment of HC staff shall not be reimbursed.
4. Selection of Consultants: HC shall have the opportunity to participate in the selection of any consultants hired to conduct any portion of the above scope of work. A consultant shall meet professional qualifications described in 36 CFR 61, "Procedures for Approved State and Local Government Historic Preservation Programs, April 13, 1984," or otherwise approved by HC. Grantee shall submit to HC evidence of compliance with Federal competitive procurement requirements for professional services and subcontracts prior to reimbursement of costs. Grantee shall have final decision rights as to selection of the professional consultant hereunder. Prior to the start of the project, the designated CLG representative shall discuss the scope of work and reporting requirements with HC staff.

Grantee's agreement with the consultant shall contain the following provision:

"No member, officer, or employee of the CLG grant recipient, including advisory board, review board, or commission board members shall have any interest in the agreement or the process thereof, except that such persons may provide technical consultative, or oversight assistance in a voluntary capacity (i.e., unpaid, and the time not charged to the required matching share for the HPF grant."

B. **REQUIRED PRODUCTS FOR SURVEY PROJECTS:** The following are required products for all survey projects:

1. Grantee shall prepare a draft and final survey report that follows the format outlined in the Colorado Survey Manual. Included in the final survey report shall be a map which clearly delineates the project

boundaries. The map shall also identify individual properties or districts that appear to meet the National Register criteria. The survey report shall also include a listing of all the properties surveyed with their state identification numbers and an evaluation of their significance.

2. Grantee shall submit a USGS 7.5' quad map plus a city plat or planning map outlining the boundaries of the survey area with a key that identifies the boundaries of eligible districts, contributing and non-contributing properties and individually eligible properties. Each resource recorded during the project should be clearly identified on the map by appropriate site number.
3. Grantee shall conduct a minimum of one public meeting to describe the results of the project. Minutes of the meeting shall be submitted to the HC.
4. Grantee shall submit all Inventory forms completed for the survey. These shall be typed with photographs placed in appropriate archival sleeves and attached to the forms.

INTERIM STATUS REPORT

CLG Name _____

Project Title _____

Project Number _____

Please check one:

- _____ Interim report # 1 (_____ to _____)
 _____ Interim report # 2 (_____ to _____)
 _____ Interim report # 3 (_____ to _____)
 _____ Interim report # 4 (_____ to _____)

Please check one:

- _____ Original projection
 _____ Amendment

Print or type legibly. Complete each section (if not applicable, answer NA).

Column A: List all project products/deliverables (refer to Attachment B, Exhibit 1 "Project Scope of Work, Standards and Specifications" of your contract).

Column B: Indicate the original projection or anticipated completion date for that particular product per the contract agreement.

Column C: Indicate with a yes/no whether or not that particular product is being submitted this quarter or what numerical amount of the product is being submitted.

Column D: Indicate the cumulative actual or percentage (%) completed at this time.

A. Products/Deliverables	B. Original Projection/Completion Date	C. Submitted this period? Yes or No	D. Cumulative actual or % completed at this time.
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

COMMENTS: _____

Prepared by: Signature/Print name/Title _____ Date _____

Approved: History Colorado _____ Date _____

INTERIM FINANCIAL REPORT

CLG Name _____
 Title/Project Number _____

Project _____

(1st, 2nd, 3rd, or 4th) Financial Report covering period of _____ to _____

NOTE: DOCUMENTATION FOR ALL EXPENSES MUST BE ATTACHED (receipts, canceled check copies, sub-contract copies, invoices, etc.).

PAYEE/DONOR NAME	PROJECT HOURS	HOURLY RATE	GRANT COSTS	MATCH (if any)	TOTAL	PR /D.
Personnel:						
Subtotal						
Contractual Services:						
Subtotal						
Travel:						
Subtotal						
Materials/Supplies/Other Expenses:						
TOTALS:						
	A. 1ST INTERIM REPORT TOTALS					
	B. 2ND INTERIM REPORT TOTALS					
	C. 3RD INTERIM REPORT TOTALS					
	D. 4TH INTERIM REPORT TOTALS					
	E. TOTAL PROJECT COSTS					

I certify that all information contained in this report and its accompanying documentation are true and correct; and that all professional services contracts and grant-assisted purchases of equipment and supplies were procured in accordance with the required competitive procurement procedures.

Grant Recipient (Signature/Print name,
 Title) _____
 Date _____

History Colorado Approval _____

Date _____

FINAL PROJECT REPORT

CLG Name _____

Project Title _____

Project Number _____

Total Project Cost _____

Amendments with
Approved Dates _____

Major Work Items Planned: _____

Actual: _____

Budget Items	Planned	Amended	Actual
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL	_____	_____	_____

Additional Information _____

Publication Name _____
Date _____ Four copies plus PDF enclosed

CLG Representative Signature/Print Name _____ Date _____

Title _____

Approved: History Colorado _____ Date _____

25. EXHIBIT B

BUDGET

National Register Nomination for Valley Brook Cemetery

Project Title

CO-13-011

Project Number

CATEGORIES

1. Personnel

- A) Town Clerk's office staff support
Collection of files, maps and other background information for consultant; public meeting organization and local marketing
28 hours @ \$25/hour = \$700

2. Contractual

- A) Research
primary, archival and secondary research, start-up meeting, public meeting
60 hours @ \$60/hour - \$3,600
- B) Writing
National Register nomination
50 hours @ \$60/hour - \$3,000
- C) Consultation with History Colorado staff
CLG and National Register Historian, attending Colorado Review Board Meeting
8 hours @ \$60/hour - \$480

3. Travel

Two round trips Denver to Breckenridge
164 miles @ .51 per mile = \$83.64

4. Materials, supplies and other expenses (identify)

Photography and printing
.75 per photograph x 25 shots x 2 sets - \$37.50

TOTAL

\$7,901

Grantee shall not be reimbursed for any cost incurred outside of the contract terms.

*Includes award amount and local matching share.

26. EXHIBIT C

LIST OF SUBMITTALS

Project Performance and Payment Schedule

Project Title: National Register Nomination for Valley Brook Cemetery

Project Number: CO-13-011

PRODUCT	DATE DUE	HC RESPONSE	PAYMENT DUE
Draft nomination	12/2//13	Review and comment	
1 st set of interim status & financial reports	12/2/13	Review and approve	\$3,000
Documentation of public meeting	1/31/14	Review and approve	
Nomination (2 nd draft) & all supporting item, submission to OAHP per current nomination checklist	1/31/14	Review and approve	
2 nd set of interim status & financial reports	1/31/14	Review and approve	\$3,000
Final revisions based upon Review Board & staff suggestions	6/1/14	Review and approve	
Final Project Report	6/30/14	Review and approve	\$1,912

Memorandum

TO: TOWN COUNCIL
FROM: Dale Stein, Assistant Town Engineer
DATE: April 17, 2013
RE: Public Projects Update

Main Street

The recent snowfall has delayed the start of the Main Street project. Work and detours are anticipated to begin Monday April 22nd. Northbound traffic will be detoured onto Ridge Street and Park Ave. Southbound vehicular traffic and all pedestrian traffic will be maintained throughout the duration project.

2013 Asphalt Overlay & Concrete Replacement

Bids have been received for both overlay and concrete work. The bids are currently under review. Staff will update the Council on awards at the work session if possible. The overlay project will begin as weather permits in late May or early June and includes an overlay of portions of White Cloud Drive, Morningstar Drive and Golf Flake Terrace, the final lift of asphalt in Gold Pan Alley, and various patching locations including isolated areas in the Highlands.

Harris Street Community Building

Currently the project A/E team, led by Anderson Hallas, is working on the final construction plan set for the rehabilitation of the building. The project was presented to the Planning Commission on April 2nd and did receive a recommendation for. At the work session Anderson Hallas will present an update of the design including the proposed new components of the north addition required for the entry to the Speakeasy.

Arts District

Please see the separate memo for information on the proposed site plan, landscaping, and architecture as reviewed by the Planning Commission.



Harris St. Community Building

3-27-2013

Overall - Computer Rendering

Anderson Hallas Architects, P.C.



**Anderson Hallas
Architects, PC**

ARCHITECTURE
HISTORIC PRESERVATION
PLANNING

715 FOURTEENTH STREET
GOLDEN, CO 80401
303.427.4700
WWW.ANDERSONHALLASARCHITECTS.PC

DATE: 03.01.2013
PROJECT: HARRIS ST. COMMUNITY BLDG.
DRAWN BY: EJA/FC
CHECKED BY: EJA/FC
SCALE: 1/8" = 1'-0"

HARRIS ST. COMMUNITY BLDG.

TOWN OF BRECKENRIDGE,
BRECKENRIDGE, COLORADO

No.	Description	Date

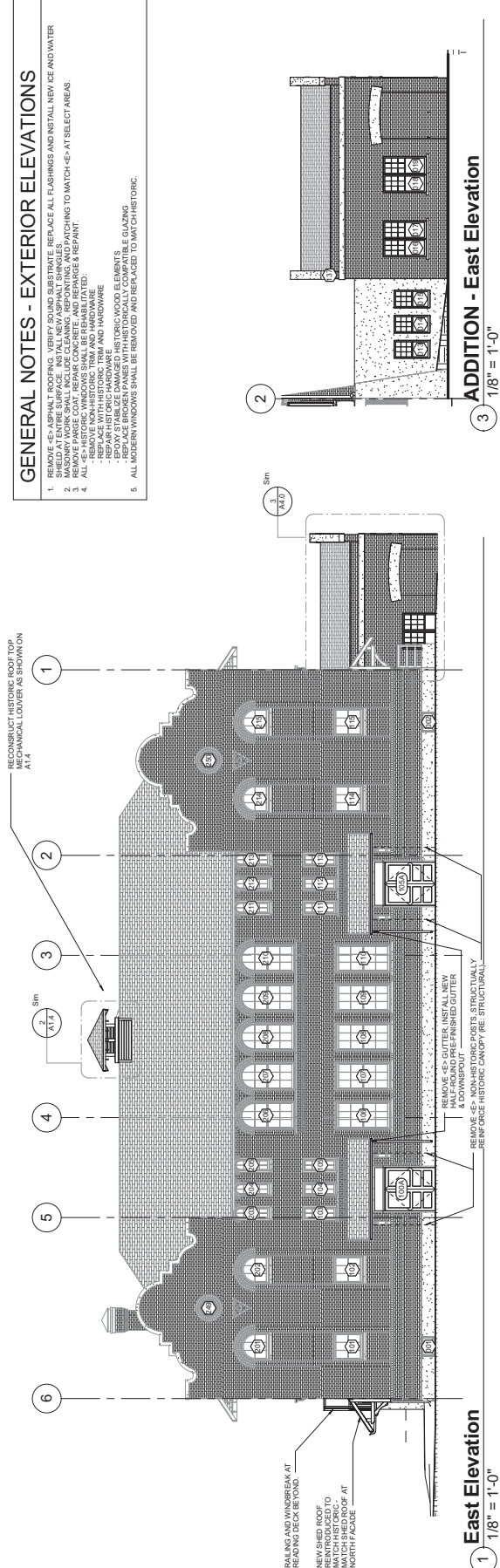
Project Number: 2012430
Issue: 100% DD
Date: 03.01.2013
Drawn By: BH
Checked By: EJA/FC
Scale: 1/8" = 1'-0"

Exterior Elevations

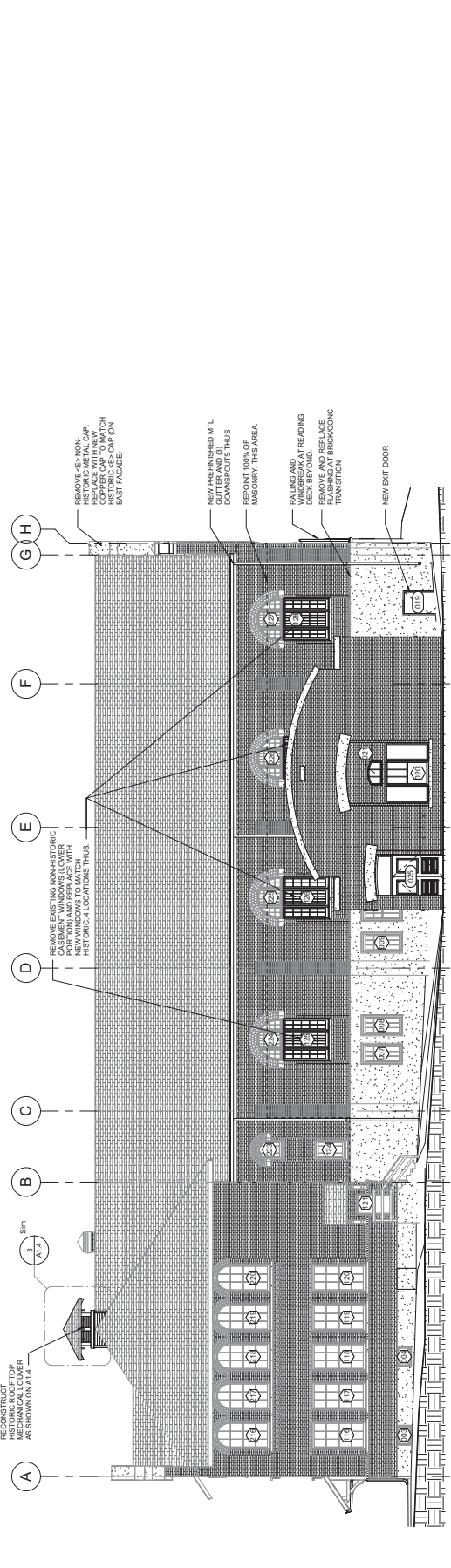
A4.0

GENERAL NOTES - EXTERIOR ELEVATIONS

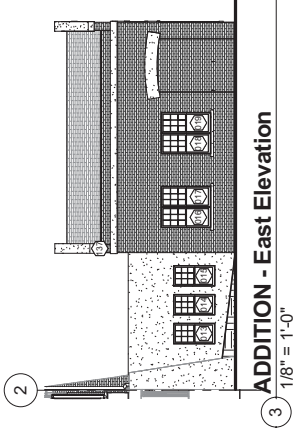
- REMOVE-*E*-ASPHALT ROOFING. VERIFY GUTTERS SUBSTRATE. REPLACE ALL FLASHINGS AND INSTALL NEW ICE AND WATER SHIELD AT ENTIRE SURFACE. INSTALL NEW ASPHALT SHINGLES.
- MASONRY PATCHING SHALL BE DONE IN ACCORDANCE WITH LOCAL CODES. REPAIRS AND PATCHING TO MATCH-*E*-AT SELECT AREAS.
- REPAIR-*E*-ALL BRICKWORK AND MASONRY TO MATCH EXISTING. REPAIRS AND PATCHING TO MATCH-*E*-AT SELECT AREAS.
- ALL-*E*-HISTORIC WINDOWS SHALL BE REHABILITATED:
 - REPAIR-*E*-WITH HISTORIC TRIM AND HARDWARE
 - REPAIR-*E*-HISTORIC HARDWARE
 - REPLACE-*E*-BROKEN PANEES WITH HISTORICALLY COMPATIBLE GLAZING
 - REPLACE-*E*-BROKEN PANEES WITH HISTORICALLY COMPATIBLE GLAZING
- ALL-*E*-MODERN WINDOWS SHALL BE REMOVED AND REPLACED TO MATCH HISTORIC.



1
East Elevation
1/8" = 1'-0"



2
North Elevation
1/8" = 1'-0"



100% DESIGN DEVELOPMENT
NOT FOR CONSTRUCTION



Anderson Hallas
Architects, PC
ARCHITECTURE
HISTORIC PRESERVATION
PLANNING

715 FOURTH STREET
COURT
DENVER, COLORADO
80202-4278

ALL DRAWINGS SHALL BE SUBJECT TO THE STANDARDS OF PROFESSIONAL PRACTICE AND THE ETHICS OF THE ARCHITECTURAL PROFESSION IN COLORADO AND THE STATE OF PENNSYLVANIA.

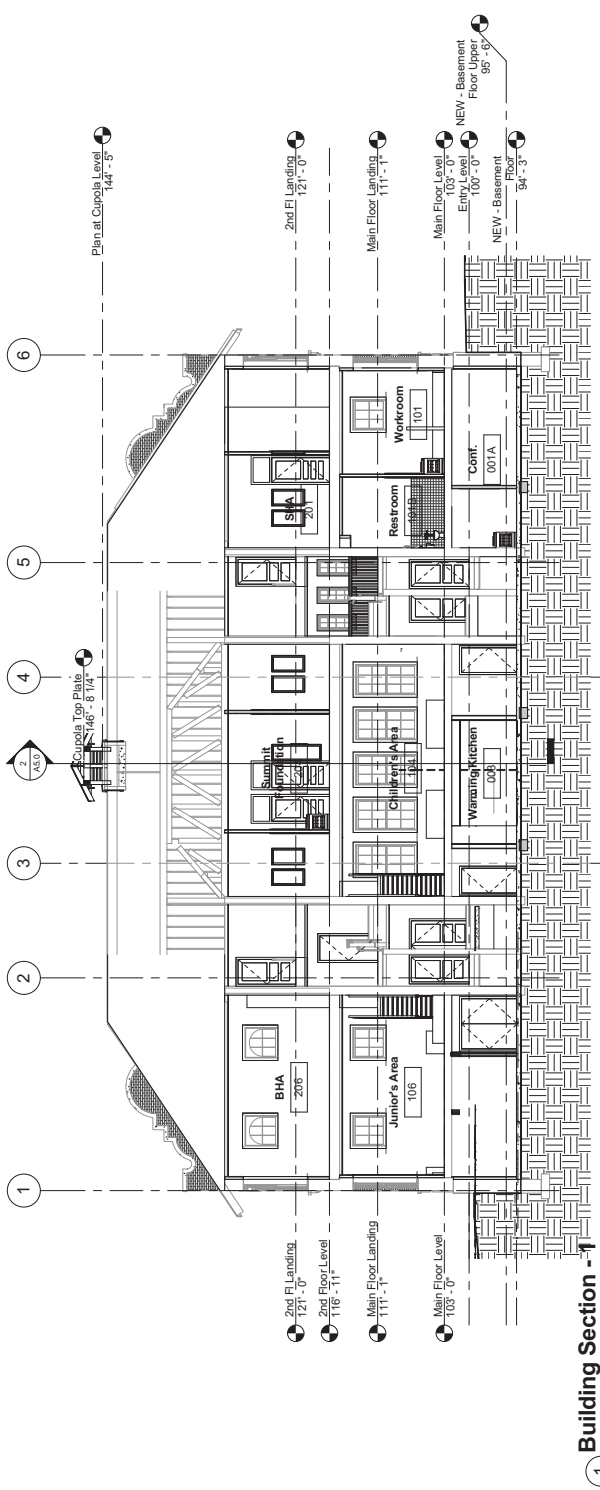
HARRIS ST. COMMUNITY
BLDG.

TOWN OF BRECKENRIDGE
BRECKENRIDGE, COLORADO

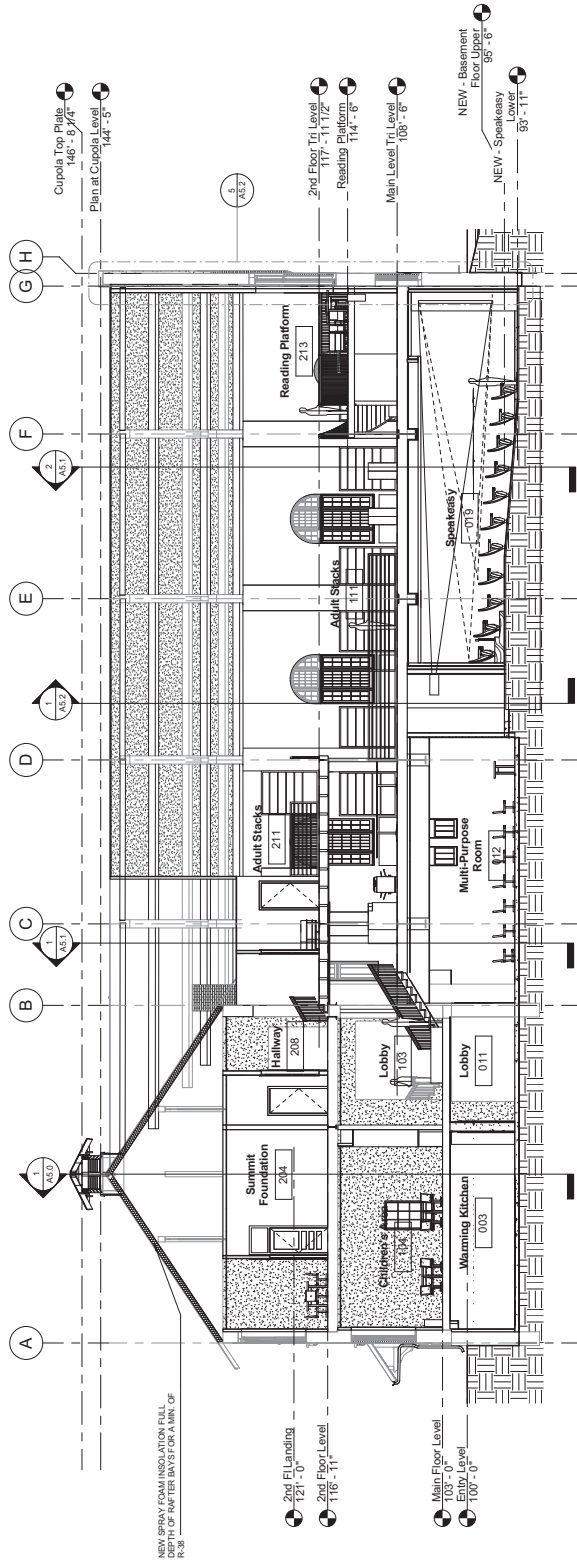
No.	Description	Date

Project Number	2012430
Issue	100% DD
Date	03.01.2013
Drawn By	BH
Checked By	EH
Scale	1/8" = 1'-0"
Building Sections	

A5.0



1 Building Section - 1
1/8" = 1'-0"



2 Building Section - Transverse
1/8" = 1'-0"

NEW SPRAY FOAM INSULATION FILL
DEPTH OF RAFTER BAYS FOR A MIN. OF
R-30

100% DESIGN DEVELOPMENT
NOT FOR CONSTRUCTION

MEMO

TO: Mayor & Town Council
FROM: Tim Gagen, Town Manager
DATE: April 18, 2013
SUBJECT: Committee Reports for 04-23-2013 Council Packet

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

Liquor Licensing Authority - Special Meeting	April 9, 2013	Mistaya Pierpont
---	----------------------	-------------------------

- All items on the consent calendar were approved as submitted, including a temporary modification of premises for Blue River Bistro and an approval of a bed and breakfast permit for Allaire Timbers Lodge.
- Detective Blank updated the authority on the Beer Fest event and how the change of location from Main Street Station to the 100 block of Ridge Street made controlling the area more difficult.

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

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

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



March 31, 2013 Financial Report



The Tin Shop
-Breckenridge Arts District

Finance & Municipal Services Division

Executive Summary

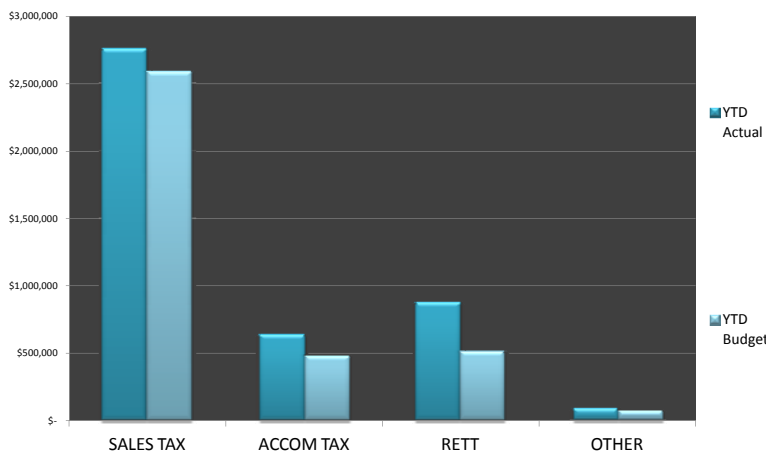
March 31, 2013

The trends we saw in March's report have continued, which is good news. Tax collections in the Excise fund are at 119% of YTD budget (\$700g over), and our net taxable sales information for February indicates activity was up 7.9% from prior year (see "Tax Basics"). In addition, some late filings have been added to January's total, and that month is now 17.4% ahead of 2012. This information bodes well for future collections.

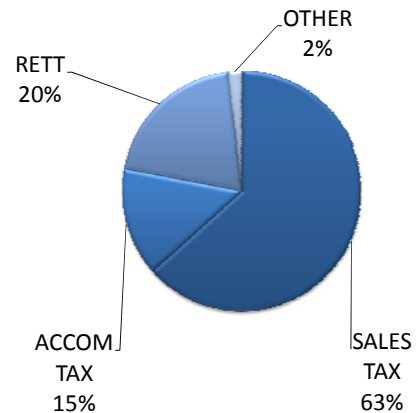
We still have some large revenue/expense variations, both positive and negative, in other funds (see "All Funds"). But none of these are unexpected at this date, as we have some very large items budgeted for 2013 and the large variances are mostly due to the timing of these projects.

In summary, we are leaving the first quarter in excellent shape, with revenues well ahead of both prior year and budget, and expenses in line with the budget.

Excise YTD Actual vs. Budget - by Source



YTD Actual Revenues - Excise



	YTD Actual	YTD Budget	% of Budget	Annual Budget	Prior YTD Actual	Prior Annual Actual
SALES TAX	\$ 2,757,847	\$ 2,588,024	107%	\$ 13,887,999	\$ 2,415,858	\$ 13,368,930
ACCOMMODATIONS TAX	634,253	479,474	132%	1,757,401	552,489	1,774,359
REAL ESTATE TRANSFER	874,507	511,661	171%	3,000,501	482,107	3,691,087
OTHER*	83,360	68,947	121%	648,101	105,717	841,322
TOTAL	\$ 4,349,967	\$ 3,648,106	119%	\$ 19,294,002	\$ 3,556,171	\$ 19,675,698

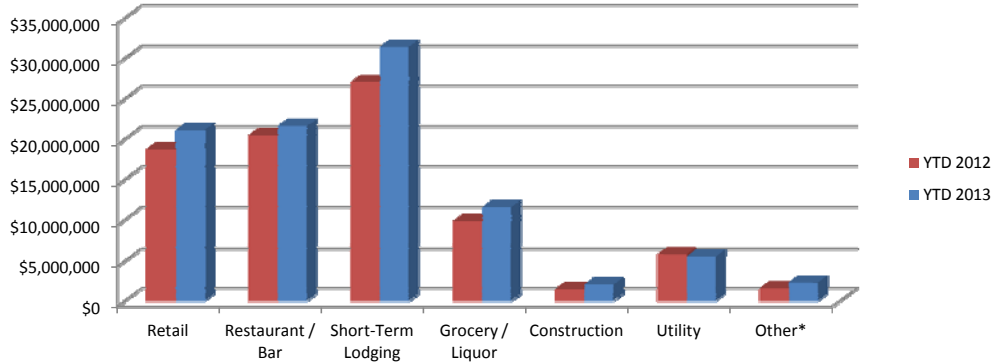
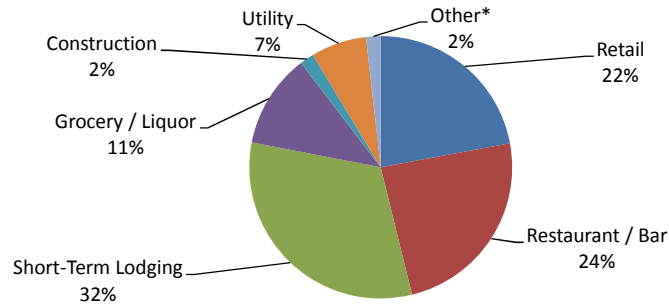
* Other includes Franchise Fees (Telephone, Public Service and Cable), Cigarette Tax, and Investment Income

The Tax Basics

Net Taxable Sales by Industry-YTD

Description	YTD 2012	YTD 2013	\$ Change	% Change	% of Total
Retail	\$18,748,412	\$21,092,998	\$2,344,586	12.51%	22.08%
Restaurant / Bar	\$20,469,276	\$21,597,699	\$1,128,423	5.51%	24.10%
Short-Term Lodging	\$27,048,742	\$31,440,732	\$4,391,990	16.24%	31.85%
Grocery / Liquor	\$9,819,678	\$11,549,141	\$1,729,463	17.61%	11.56%
Construction	\$1,456,066	\$2,036,912	\$580,846	39.89%	1.71%
Utility	\$5,829,691	\$5,569,826	(\$259,864)	-4.46%	6.86%
Other*	\$1,548,446	\$2,298,404	\$749,958	48.43%	1.82%
Total	\$84,920,310	\$95,585,711	\$10,665,401	12.56%	100.00%

* Other includes activities in Automobiles and Undefined Sales.



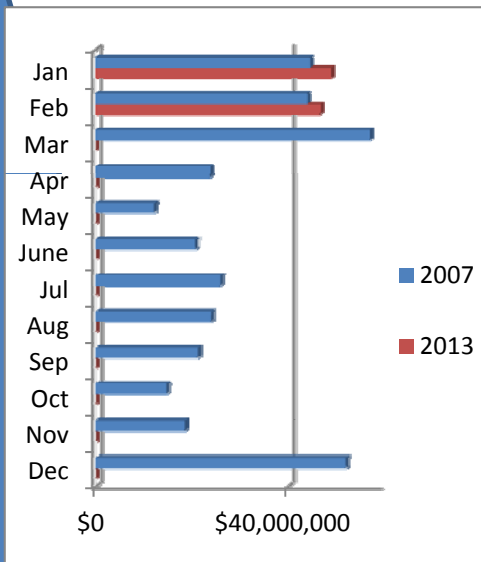
New Items of Note:

- February net taxable sales are currently ahead of 2012 by 7.9%. We are also ahead of 2007 for monthly sales by 6.38%.
- Restaurants were down from prior year by 1% due to unfilled returns. Once those returns are filed, we expect to be up over 8% in this category.
- Construction & Utility are the only categories that fell behind 2007. All other categories had the best January on record (other than restaurants for the time being).
 - Construction, while still only 39% of February 2007, continues an encouraging trend with a 37.06% improvement over prior year.

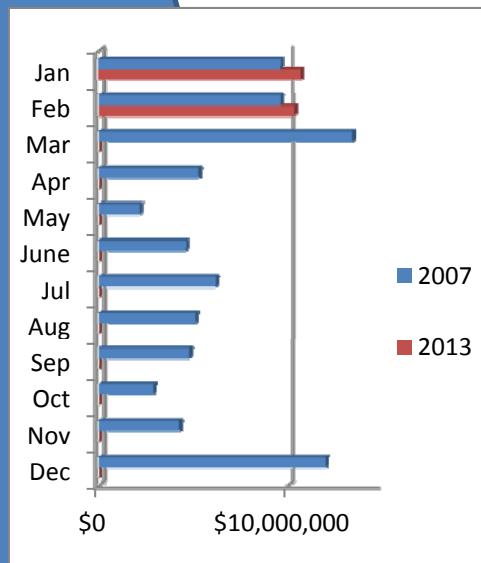
Continuing Items of Note:

- Utility is down from prior year, due to a permanent change in a company's remittance.
- Taxes collected from the customer by the vendor are remitted to the Town on the 20th of the following month.
- Quarterly taxes are reported in the last month of the period. For example, taxes collected in the first quarter of the year (January – March), are include on the report for the period of March.
- Net Taxable Sales are continually updated as late tax returns are submitted to the Town of Breckenridge. Therefore, you may notice slight changes in prior months, in addition to the reporting for the current month.

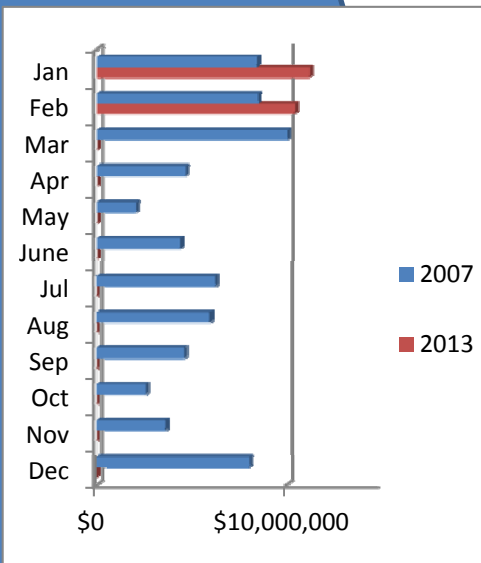
Net Taxable Sales by Sector - Town of Breckenridge Tax Base



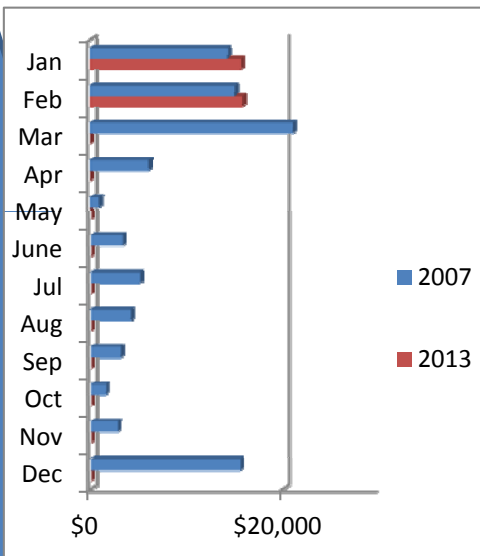
Total Net Taxable Sales					% change
	2010	2011	2012	2013	from PY
Jan	\$40,110,228	\$39,458,390	\$41,668,396	\$48,918,376	17.40%
Feb	\$39,472,293	\$39,800,228	\$43,251,914	\$46,667,335	7.90%
Mar	\$50,006,174	\$51,130,458	\$53,033,251	\$0	n/a
Apr	\$19,917,465	\$19,743,401	\$20,544,458	\$0	n/a
May	\$11,425,462	\$9,611,782	\$11,551,736	\$0	n/a
Jun	\$16,219,027	\$17,062,992	\$20,119,159	\$0	n/a
Jul	\$23,624,523	\$27,602,363	\$30,277,673	\$0	n/a
Aug	\$20,834,028	\$24,678,734	\$26,374,318	\$0	n/a
Sep	\$17,062,327	\$20,248,599	\$23,415,068	\$0	n/a
Oct	\$11,637,368	\$13,185,469	\$14,043,823	\$0	n/a
Nov	\$14,957,071	\$17,669,724	\$17,473,316	\$0	n/a
Dec	\$46,198,390	\$51,587,451	\$50,094,152	\$0	n/a
Total	\$311,464,356	\$351,234,111	\$351,847,262	\$95,585,711	



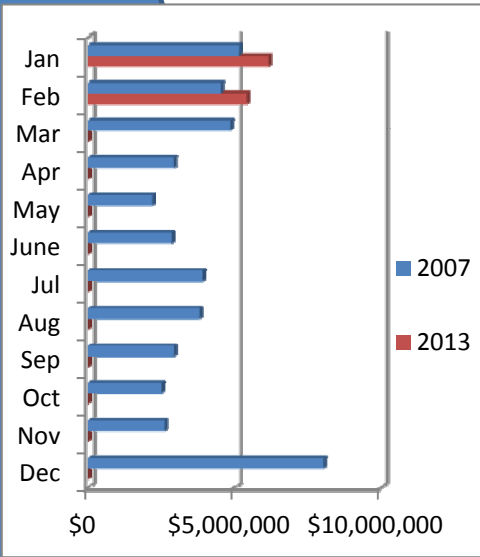
Retail					% change
	2010	2011	2012	2013	from PY
Jan	\$8,530,276	\$8,804,920	\$9,237,006	\$10,737,676	16.25%
Feb	\$8,378,341	\$8,972,613	\$9,511,406	\$10,355,322	8.87%
Mar	\$12,850,864	\$12,184,150	\$12,680,558	\$0	n/a
Apr	\$4,031,843	\$4,299,060	\$4,564,346	\$0	n/a
May	\$3,251,038	\$1,876,216	\$2,444,796	\$0	n/a
Jun	\$3,895,330	\$3,973,630	\$4,842,769	\$0	n/a
Jul	\$5,582,057	\$6,407,381	\$7,266,795	\$0	n/a
Aug	\$4,301,609	\$5,207,972	\$6,113,573	\$0	n/a
Sep	\$3,847,858	\$4,344,035	\$5,483,056	\$0	n/a
Oct	\$2,452,634	\$2,946,071	\$3,274,787	\$0	n/a
Nov	\$3,763,526	\$4,370,374	\$4,696,841	\$0	n/a
Dec	\$10,823,585	\$12,275,994	\$12,698,182	\$0	n/a
Total	\$71,708,960	\$82,641,542	\$82,814,114	\$21,092,998	



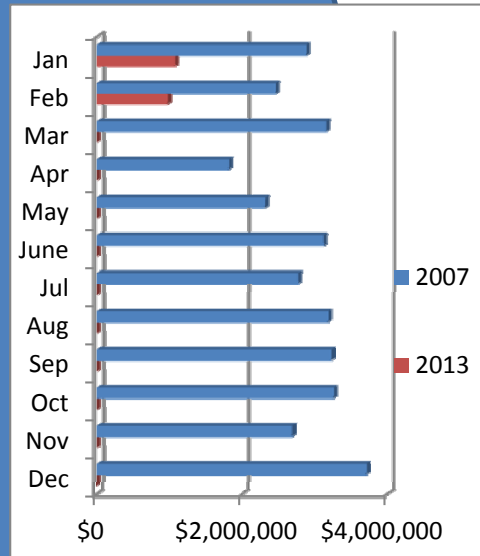
Restaurant / Bar					% change
	2010	2011	2012	2013	from PY
Jan	\$8,514,996	\$9,083,327	\$9,942,320	\$11,186,954	12.52%
Feb	\$8,342,961	\$8,660,328	\$10,526,956	\$10,410,745	-1.10%
Mar	\$9,185,595	\$10,169,762	\$12,015,348	\$0	n/a
Apr	\$4,041,861	\$4,204,314	\$4,662,012	\$0	n/a
May	\$1,811,793	\$1,618,782	\$1,975,658	\$0	n/a
Jun	\$3,397,497	\$3,724,982	\$5,006,301	\$0	n/a
Jul	\$6,222,078	\$7,106,056	\$7,964,540	\$0	n/a
Aug	\$5,728,881	\$6,594,385	\$6,905,724	\$0	n/a
Sep	\$3,882,885	\$4,683,989	\$5,423,426	\$0	n/a
Oct	\$2,420,192	\$2,662,113	\$2,917,823	\$0	n/a
Nov	\$3,006,237	\$3,476,935	\$3,603,135	\$0	n/a
Dec	\$8,351,439	\$9,776,293	\$9,517,010	\$0	n/a
Total	\$64,906,415	\$80,460,531	\$80,460,254	\$21,597,699	



Short-Term Lodging					
	2010	2011	2012	2013	% change from PY
Jan	\$12,493,479	\$12,273,406	\$12,971,968	\$15,651,287	20.65%
Feb	\$12,368,672	\$12,861,701	\$14,076,774	\$15,789,445	12.17%
Mar	\$16,099,458	\$18,399,939	\$18,310,334	\$0	n/a
Apr	\$4,079,901	\$4,053,070	\$4,472,112	\$0	n/a
May	\$773,209	\$832,715	\$1,087,494	\$0	n/a
Jun	\$2,010,085	\$2,532,271	\$3,483,556	\$0	n/a
Jul	\$4,188,735	\$5,513,083	\$6,615,081	\$0	n/a
Aug	\$3,229,826	\$4,612,218	\$5,169,056	\$0	n/a
Sep	\$2,162,726	\$3,118,560	\$3,489,345	\$0	n/a
Oct	\$1,270,196	\$1,351,146	\$1,493,411	\$0	n/a
Nov	\$2,298,412	\$2,981,024	\$2,760,235	\$0	n/a
Dec	\$14,187,765	\$16,009,018	\$15,221,081	\$0	n/a
Total	\$75,162,464	\$88,727,960	\$89,150,446	\$31,440,732	



Grocery / Liquor					
	2010	2011	2012	2013	% change from PY
Jan	\$4,472,454	\$4,853,813	\$4,857,276	\$6,142,115	26.45%
Feb	\$4,590,195	\$4,803,009	\$4,962,402	\$5,407,026	8.96%
Mar	\$4,877,466	\$5,179,766	\$5,219,990	\$0	n/a
Apr	\$3,186,035	\$3,261,348	\$3,469,430	\$0	n/a
May	\$2,023,538	\$2,053,046	\$2,309,947	\$0	n/a
Jun	\$2,682,462	\$2,757,191	\$3,097,820	\$0	n/a
Jul	\$3,999,077	\$4,219,220	\$4,489,506	\$0	n/a
Aug	\$3,896,409	\$4,271,490	\$4,540,829	\$0	n/a
Sep	\$2,955,420	\$3,278,161	\$3,404,220	\$0	n/a
Oct	\$2,487,769	\$2,647,930	\$2,855,324	\$0	n/a
Nov	\$2,422,067	\$2,598,982	\$2,778,270	\$0	n/a
Dec	\$7,431,683	\$7,776,073	\$7,705,640	\$0	n/a
Total	\$45,024,575	\$49,690,652	\$49,690,652	\$11,549,141	



Construction					
	2010	2011	2012	2013	% change from PY
Jan	\$1,094,954	\$561,988	\$752,255	\$1,072,239	42.54%
Feb	\$1,111,091	\$619,675	\$703,811	\$964,673	37.06%
Mar	\$1,469,445	\$903,899	\$908,620	\$0	n/a
Apr	\$1,005,902	\$721,817	\$779,206	\$0	n/a
May	\$1,138,209	\$752,424	\$1,761,256	\$0	n/a
Jun	\$1,569,090	\$1,552,324	\$1,562,363	\$0	n/a
Jul	\$1,351,864	\$1,500,224	\$1,366,520	\$0	n/a
Aug	\$1,444,489	\$1,450,106	\$1,670,785	\$0	n/a
Sep	\$1,468,840	\$1,697,142	\$2,343,106	\$0	n/a
Oct	\$1,594,643	\$1,486,042	\$1,521,388	\$0	n/a
Nov	\$1,495,098	\$1,339,040	\$1,482,393	\$0	n/a
Dec	\$1,211,382	\$1,435,591	\$1,290,457	\$0	n/a
Total	\$15,955,006	\$16,142,158	\$16,142,158	\$2,036,912	

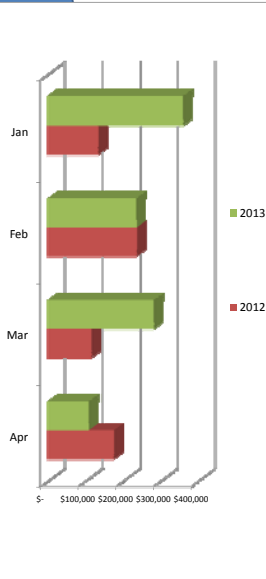
Real Estate Transfer Tax

New Items of Note:

- Revenue for the month of March surpassed prior year by 144.69%, and we surpassed the monthly budget by \$137,492.
- YTD Collections are up substantially - up 87.67% from prior year and ahead of budget by \$362,846 (through 3/31).
- We exceeded the prior year churn by an even greater amount - resulting in an increase of 158.46% in the churn year to date.
- Vacant Land tracked quite well, up 317.57% from prior year.
- Timeshares accounted for the majority of the sales (34.3%), with single family homes coming in second (26.34%).

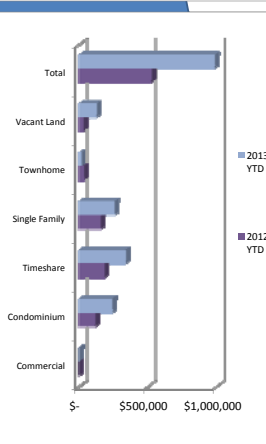
Continuing Items of Note:

- 2013 Real Estate Transfer Tax budget is based upon the monthly distribution for 2007. The reasoning is that we should compare to a year with a "normal distribution."

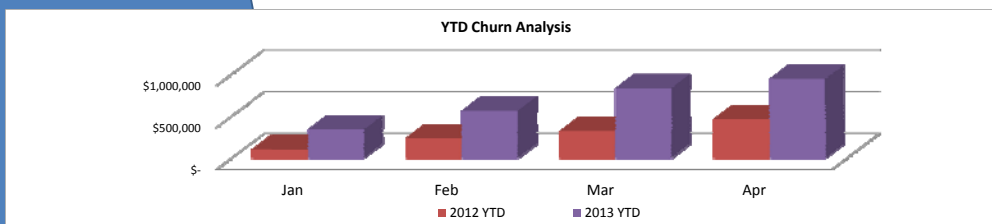


Total RETT								
	2010	2011	2012	2013	% change from PY	2013 Budget	+/- Budget	
Jan	\$588,874	\$436,605	\$132,557	\$358,948	170.79%	\$186,609	\$172,339	
Feb	\$149,303	\$350,866	\$234,630	\$234,357	-0.12%	\$181,342	\$53,015	
Mar	\$175,161	\$250,986	\$114,921	\$281,202	144.69%	\$143,710	\$137,492	
Apr	\$167,038	\$333,424	\$174,514	\$108,474	-37.84%	\$298,517	-\$190,043	
May	\$484,618	\$337,577	\$292,708	\$0	n/a	\$282,157	n/a	
Jun	\$326,779	\$251,806	\$251,397	\$0	n/a	\$276,510	n/a	
Jul	\$186,067	\$83,522	\$252,104	\$0	n/a	\$181,667	n/a	
Aug	\$404,004	\$350,730	\$388,749	\$0	n/a	\$314,232	n/a	
Sep	\$227,440	\$276,774	\$311,285	\$0	n/a	\$376,433	n/a	
Oct	\$297,809	\$208,831	\$387,028	\$0	n/a	\$207,648	n/a	
Nov	\$249,583	\$223,271	\$389,275	\$0	n/a	\$242,751	n/a	
Dec	\$406,078	\$301,397	\$761,919	\$0	n/a	\$308,924	n/a	
Total	\$3,662,755	\$3,405,788	\$3,691,087	\$982,981		\$3,000,501	\$172,803	

* April #s are as of 04/08/2013



by Category						
Description	2012 YTD	2013 YTD	\$ Change	% change from PY	% of Total	
Commercial	\$ -	\$ 1,750	1,750	n/a	0.18%	
Condominium	115,706	241,254	125,548	108.51%	24.54%	
Timeshare	183,353	337,164	153,812	83.89%	34.30%	
Single Family	158,853	258,909	100,056	62.99%	26.34%	
Townhome	36,181	19,970	(16,211)	-44.81%	2.03%	
Vacant Land	29,680	123,934	94,254	317.57%	12.61%	
Total	\$ 523,772	\$ 982,981	459,209	87.67%	100.00%	



General Fund Revenues Summary

March 31, 2013

General Fund Revenue: 101% of YTD budget (total of \$5.77M vs. \$5.55M budget). The large increases we have seen in Excise revenue have not translated to our General Fund revenues. The variances explained below are all fairly minor.

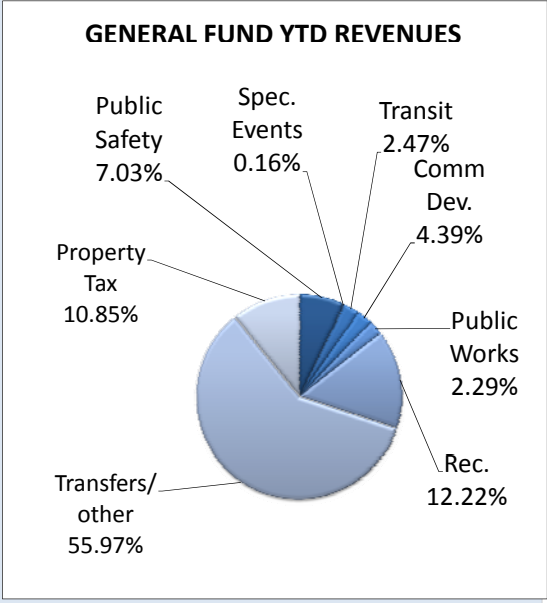
Variance Explanations:

Special Events under budget due to timing

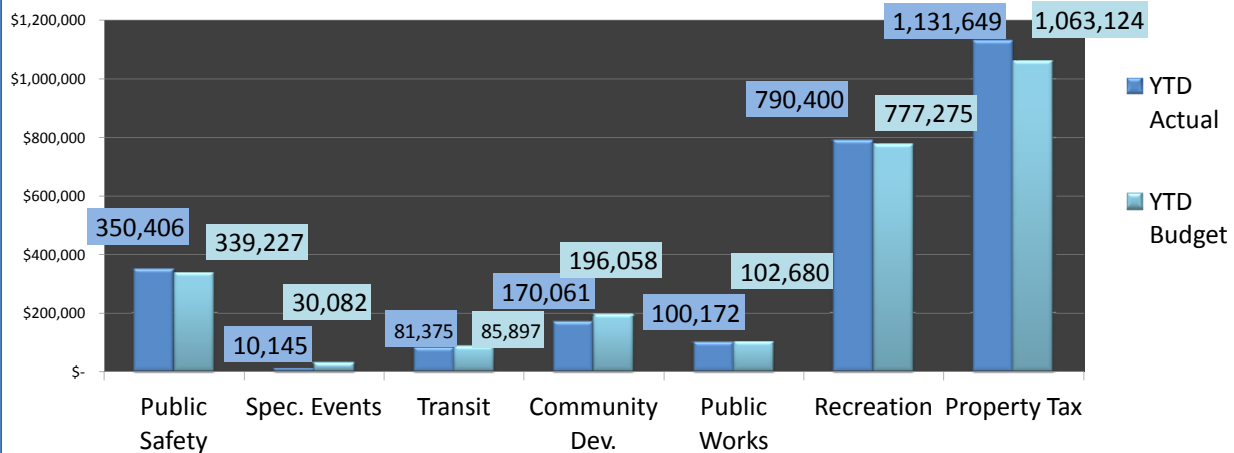
Comm. Dev. under budget due to planning check fees and permits.

Recreation over budget primarily due to Youth Sports and Ice Leagues.

Property Tax receipts over budget due to timing.



Gen. Fund YTD Revenue Act vs. Bud - by Program



General Fund Expenditures Summary

March 31, 2013

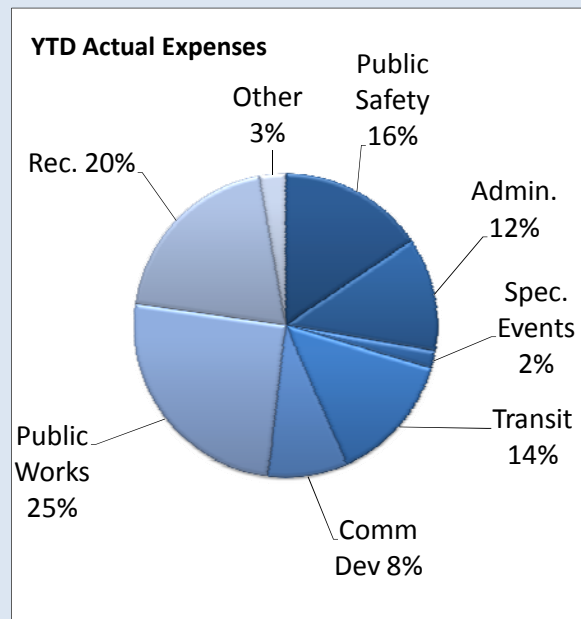
General Fund expenses are under budget for the month of March at 86% or \$5.1M vs. budgeted expenses of \$6.0M. There are some favorable expense variations in Special Events, Admin, Public Safety, and "Other."

Variance Explanations:

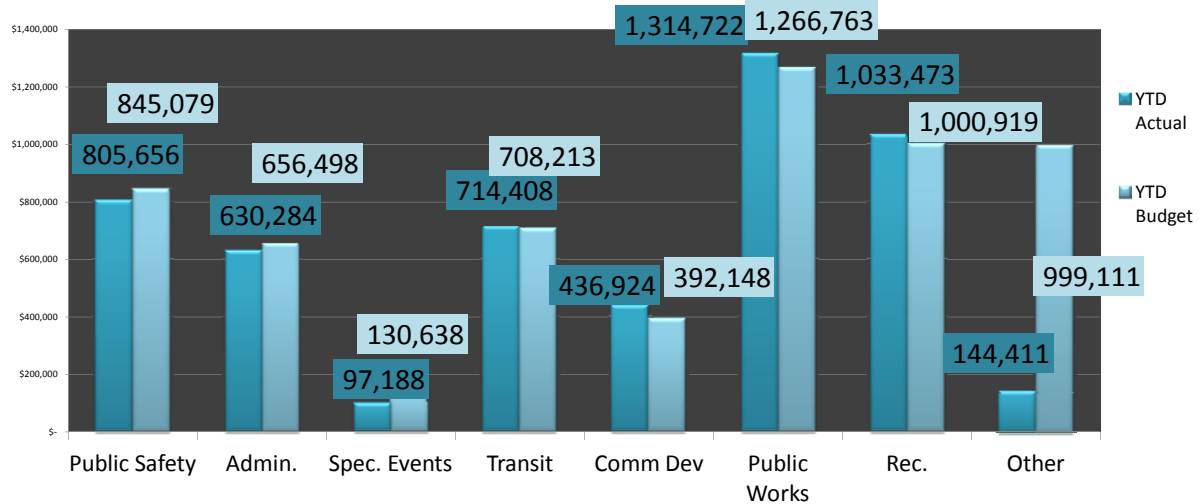
Public Safety under budget due to timing of receipt of Summit County Communications invoice (timing).

Special Events under budget due to the timing of BMF/NRO ticket sales

"Other" is the Nordic Center Financing agreement which has only drawn \$135k of the \$869 budgeted loan amount.



Gen. Fund YTD Expenditures Act. vs. Bud. - by Program



Combined Statement of Revenues and Expenditures

All Funds March 31, 2013

REVENUE	YTD Actual	YTD Budget	% of YTD Bud.	Annual Bud.
General Governmental				
1 General and Excise Fund	\$ 7,009,530	\$ 6,267,479	112%	\$ 28,669,357
2 Special Revenue	1,371,996	1,283,770	107%	5,141,167
3 Internal Service	830,004	837,565	99%	3,362,045
4 Subtotal General Governmental	\$ 9,211,530	\$ 8,388,814	110%	\$ 37,172,569
5 Capital Projects	17,887	1,179,501	2%	5,133,004
Enterprise Funds				
6 Utility Fund	498,483	640,150	78%	3,129,541
7 Golf	4,129	24,671	17%	2,097,780
8 Subtotal Enterprise Funds	\$ 502,612	\$ 664,821	76%	\$ 5,227,321
9 TOTAL REVENUE	9,732,029	10,233,136	95%	47,532,894
10 Internal Transfers	5,373,358	5,256,462	102%	20,859,206
11 TOTAL REVENUE incl. x-fers	\$ 15,105,387	\$ 15,489,598	98%	\$ 68,392,100
EXPENDITURES				
	YTD Actual	YTD Budget	% of Bud.	Annual Bud.
General Governmental				
1 General and Excise Fund	\$ 5,587,640	\$ 6,341,684	88%	\$ 23,761,770
2 Special Revenue	8,607,778	9,616,034	90%	15,215,588
3 Internal Service	726,309	696,202	104%	2,612,717
4 Subtotal General Governmental	\$ 14,921,727	\$ 16,653,920	90%	\$ 41,590,075
5 Capital Projects	455,941	2,621,250	17%	10,485,000
Enterprise Funds				
6 Utility Fund	457,989	744,806	61%	3,387,385
7 Golf	256,453	223,357	115%	2,296,912
8 Subtotal Enterprise Funds	\$ 714,442	\$ 968,163	74%	\$ 5,684,297
9 TOTAL EXPENDITURES	16,092,110	20,243,333	79%	57,759,373
10 Internal Transfers	5,373,358	5,256,462	102%	20,859,206
11 TOTAL EXPENDITURES incl. x-fers	\$ 21,465,469	\$ 25,499,795	84%	\$ 78,618,579
12 TOTAL REVENUE less EXPEND.	\$ (6,360,082)	\$ (10,010,197)	N/A	\$ (10,226,479)

General Governmental Funds - General, Excise and Special Projects
Special Revenue Funds - Marketing, Affordable Housing, Open Space, Conservation Trust, and Medical Marijuana
Internal Service Funds - Garage, Information Technology (IT), and Facilities

ALL FUNDS REPORT

March 31, 2013

As stated in the Executive Summary section of this month's report, tax revenues are performing ahead of budget. Most other revenue variances are due to timing (capital fund, utility fund).

Expense variations are primarily from timing and/or personnel costs. Expenditures typically 'catch up' to budget over the course of the year.

Utility:

- Revenue: under budget due to PIF's.
- Expense: under budget due to timing of capital expenditures.

Capital Fund:

- Revenue: under budget due to County contribution budgeted for Harris Street building (timing).
- Expense: under budget due to timing of capital expenditures.

Housing:

- \$727G under expense budget due to timing (housing capital expenditures, land acquisition, etc.).

Open Space:

- \$258G under expense budget due to timing (land acquisition).

Special Revenue Funds: expenditures look high due to the Corum loan. As noted in February's financials, under fund accounting rules the loan amount is be considered an expense. The Corum loan supplemental budget appropriation has been included in this month's financials so as not to skew the graphs (right).

Fund Descriptions:

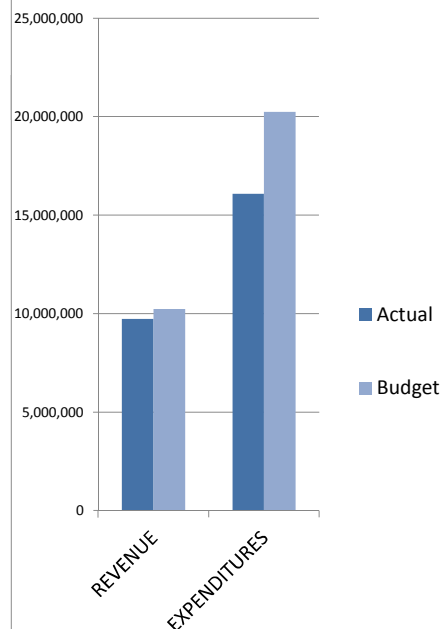
General Governmental - General, Excise and Special Projects

Special Revenue Funds - Marketing, Affordable Housing, Open Space, Conservation Trust, and Medical Marijuana

Enterprise Funds: Golf, Utility

Internal Service Funds - Garage, Information Technology (IT), and Facilities

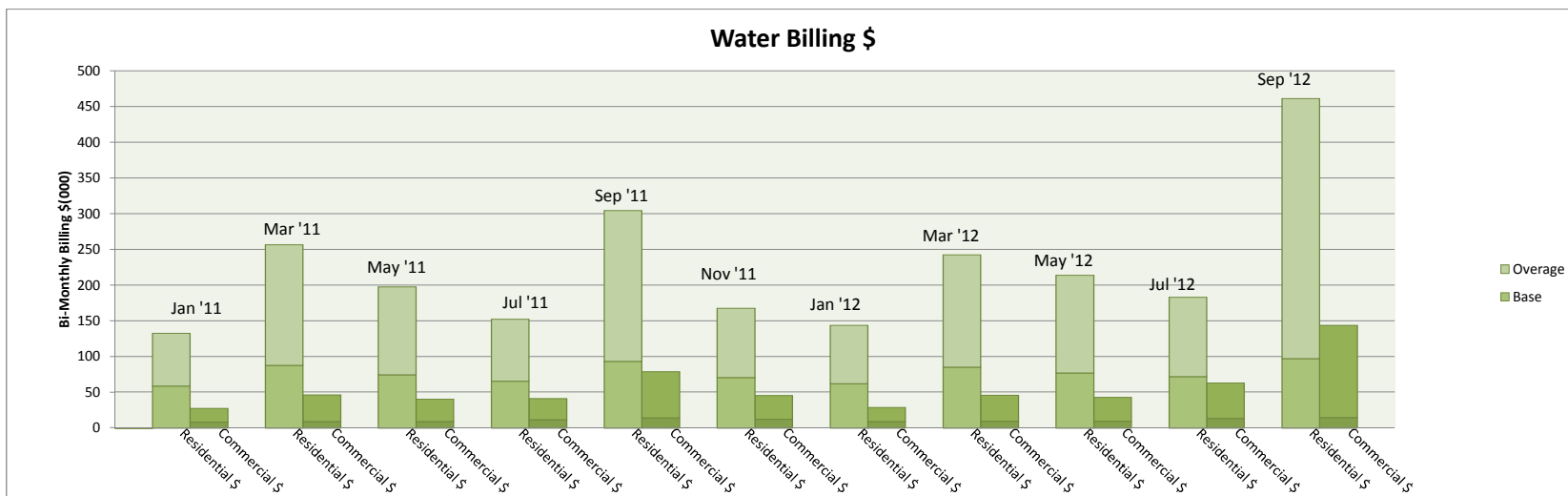
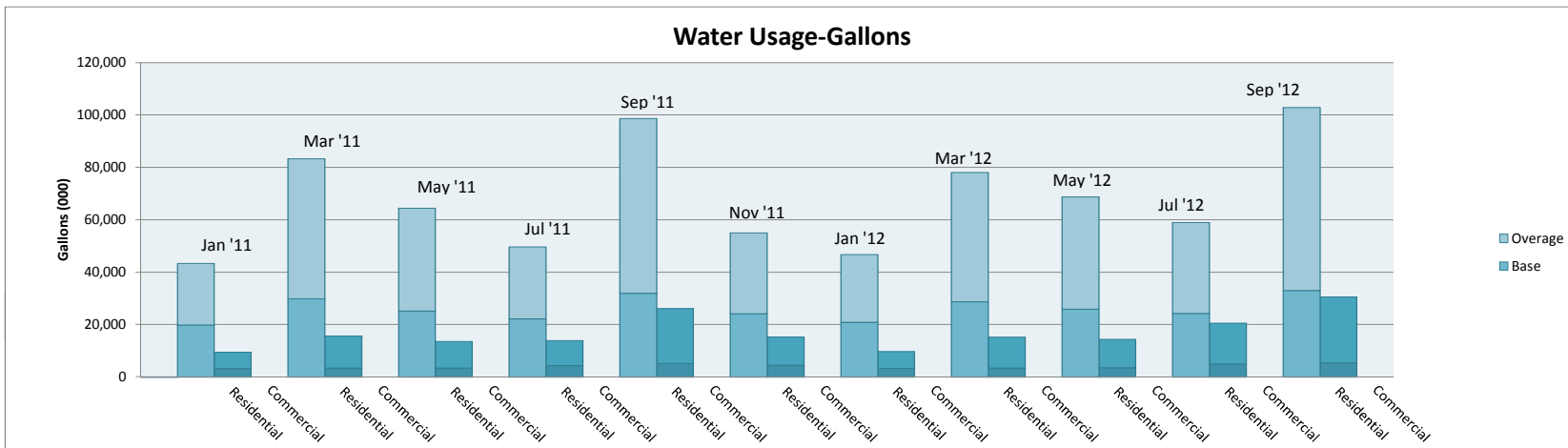
YTD Actual Revenues and Expenditures vs. Budget



2012 Water Restrictions Review

The purpose of this month's "Other Information" section is to illustrate the effects of last summer water rate increases on usage. As we face another drought year, this information can help the Town craft its plan for summer 2013.

In July of 2012, the Council passed a resolution to restrict water usage. For the duration of the resolution, the excess water usage fees were \$5.00 for each 1,000 gallons of metered water, or fraction thereof, used per billing cycle in excess of the usage allowance of 12,000 gallons of water per billing cycle. The water restrictions did not result in a decrease in water usage. However, water revenues increased significantly. The restrictions were rescinded October 19, 2012.



Memorandum

To: Town Council
From: Jennifer Cram, Planner III, AICP
Date: 04/16/2013
Re: Breckenridge Arts District Town Project Approval

The Breckenridge Arts District campus build-out is being reviewed as a Town Project. All public noticing requirements for the approval of a Town Project have been fulfilled as required under the current Development Code. The proposed build-out includes the rehabilitation of four historic structures, construction of two new structures, development of the "Ridge Street Art Square", associated walkways, plazas, green spaces, proposed landscaping, lighting, informational kiosk and sculptures.

Since we last presented the revised conceptual site plan to the Town Council on March 12th the site plan and architecture have moved forward. Attached to this memo is the complete staff report, substantially the same as presented to the Planning Commission, and attachments that include the final Site Plan, Materials Plan, Lighting and Snowstack Plan, Landscaping Plan, Floor Plans and Elevations. We have also included a photo board for proposed materials and design character.

The project has been designed to meet the Town's Development Code and the Handbook of Design Standards for the Historic and Conservation Districts. The project meets all absolute and priority polices and passes with a net score of positive 9 points (+9). The project was reviewed by the Planning Commission at a public hearing on April 16, 2013. The Planning Commission made a formal recommendation to approve the Arts District Campus Build Out with the site plan and architecture as presented.

For the Council's further understanding of what the campus will include, we have noted the facilities and their proposed uses below:

- Ceramic Studio – Ceramics Programs for the Arts District and CMC and one resident artist studio for rent
- Metalsmithing Studio – "Hot Arts" including Metalsmithing, Glass Blowing, Encaustic Painting, etc.
- Robert Whyte House – Live/Work Studio for rent to visiting artists
- Mikolitis Barn – Printmaking and Textiles and one resident artist studio for rent
- Burro Barn – Public Restrooms and Storage
- Little Red Shed – Gas Kiln for Ceramics Programs and Storage

Existing Facilities:

- Fuqua Livery Stable – Painting and Drawing and one resident artist studio for rent
- Quandary Antiques Cabin – Children's Art Programs
- Tin Shop – Live/Work for visiting artists (not owned by the Town)

The Abby Hall is not part of this project approval. The anticipated use for Abby Hall is primarily Dance with some other supporting programs. This will be brought to the Council at a later date for discussion and approval.

Elizabeth Hallas with Anderson Hallas Architects, PC will present the architecture to the Council during the worksession on April 23, 2013, and answer any questions about the architecture. Staff will be available to answer any questions that the Council may have about the Breckenridge Arts District campus in general.

Town Council Staff Report – Public Improvement Project

Subject: Breckenridge Arts District Town Project

Proposal: To build out the Breckenridge Arts District campus including the restoration of five historic structures, construction of two new structures and the associated walkways, plazas and landscaping that create a pedestrian friendly campus dedicated to hands on arts experiences and cultural events.

Date: April 17, 2013 (For meeting of April 23, 2013)

Project Managers: Jennifer Cram, AICP, Planner III, Community Development
Shannon Smith, Civil Engineer, Engineering Department

Applicant/Owner: Town of Breckenridge

Agents: Elizabeth Hallas, Principal, and Andy Emke; Project Manager, Anderson Hallas Architects, PC

Don Leinweber, Alpine Engineering, Inc. and Mary Hart, Mary Hart Design

Address: Generally at 127 South Ridge Street

Legal Description: A portion of Lots 6 and 7, Block 12 Abbetts Addition, Lots 8-13, Block 12 Abbetts Addition, Lots 6-8, Block 1 Stiles Addition and Lots 26-28 Bartlett and Shock Placer Addition.

Site Area: .67 acres (29,145 sq. ft.)

Land Use District: 18.2 - Residential, 20 Units Per Acre (UPA), Commercial at 1:1

Historic District: 3 - South End Residential

Site Conditions: The site slopes to the northwest from the corner of South Ridge Street and East Washington Avenue. The site is slightly in a depression created when the street grade was raised. The grade around the Breckenridge Theatre was raised as a result of the street grade. Four historic structures exist on the site including the Robert Whyte House, Burro Barn and Privy and the Mikolitis Barn. There is little existing vegetation except for one Aspen tree southeast of the Robert Whyte House that is proposed to be preserved. Two gravel parking areas exist, one along the west side of the property off of the alley and one at the corner of South Ridge Street and East Washington Avenue, known as the Barney Ford Lot.

Adjacent Uses: Breckenridge Theatre to the north, McAdoo Corner, Tin Shop and Barney Ford House Museum to the south, Ridge Street (commercial) to the east and the alley (back of Main Street, commercial) to the west.

Density:

Allowed under LUGs:	29,145 sq. ft.
Recommended Above Ground at 9UPA	9,633 sq. ft.
Proposed density:	7,282 sq. ft.

Mass:

Allowed under LUGs:	29,145 sq. ft.
Proposed mass:	7,282 sq. ft.

Item History

The Town purchased the properties on the corner of South Ridge Street and East Washington Avenue in 2002 with the vision of creating an arts campus. The Town began offering art workshops at the historic Robert Whyte House in 2003. The Breckenridge Arts District master plan was adopted in 2004 as a correlative document to the Town Code and Development Code. The Town partnered with the Saddle Rock Society to rehabilitate the historic Tin Shop into a guest artist facility in 2006. The historic Fuqua Livery Stable was rehabilitated with the help of a State Historic Fund Grant and opened in 2008. The Fuqua Livery Stable received the Stephen H. Hart award for outstanding efforts in historic preservation. The Quandary Antiques Cabin was donated to the Arts District by Jim and Maureen Nicholls. The Cabin was relocated to the campus and renovated in 2008. Although the cabin is not technically historic it does have social significance to the Town. The Town Council approved the accelerated buildout of the Arts District campus in the fall of 2012.

The Robert Whyte House was home to Robert H. Whyte, manager of the Grand Central Hotel in Breckenridge until it burned down and then the owner of a grocery store. The primary structure was built in 1889. The burro barn was built shortly afterwards.

The Mikolitis barn was built in 1902.

Planning Commission Worksessions

- January 15, 2013 – Site Plan review
- March 5, 2013 – Update, Abby Hall Purchase
- April 2, 2013 – Site Plan updates and Preliminary Architecture

Planning Commission Public Hearing

- April 16, 2013 – Final Public Hearing (Approved)

Staff Comments

The build out of the Breckenridge Arts District will be a vibrant addition to the downtown core as part of the developing cultural spine from the Riverwalk Center to the Harris Street Community Center. The Arts District will provide the local community and visitors to Breckenridge the opportunity to participate in arts experiences in a variety of mediums; provide space for resident/local working artists, guest artists and cultural events. It is the vision for the Arts District to be a destination for the Arts. This project is being reviewed as a Town Project.

Architectural Compatibility (5/A & 5/R): Along with the specific criteria listed directly in this policy, this section also identifies the need to be compliant with the Priority Policies and Design Standards of the *Handbook of Design Standards for the Historic and Conservation Districts* and the *Design Standards for the Historic District, Character Area #3: South End Residential*.

5/Absolute:

- A. Colors will be selected at a later date via a Class D Permit and will meet the Code. All metal will not be highly reflective and will be treated with a vinegar wash so that it begins to rust.
- B. The proposed build out of the Arts District is in substantial compliance with all priority and absolute polices with regard to the rehabilitation of historic structures and new construction.

C. The proposed total density is under the required 12 UPA above ground.

5/Relative:

B. Please see the discussion related to each structure noted below with regard to compatibility.

C. The proposed total density is under the recommended 9 UPA above ground as noted above.

Robert Whyte House: The Robert Whyte House will be rehabilitated to its historic look within our historic period of significance. All policies within the Handbook of Design Standards are being met. The structure will remain in its historic location within the Arts District campus. The non-historic northern addition will be removed. As a result, one historic window opening will be re-established. The non-historic masonry chimney will also be removed. The structure will be placed on a new foundation. This foundation will raise the structure approximately one-foot to achieve positive drainage and to re-establish the historic relationship to the street. The roof will be structurally stabilized and roofing material will be replaced with rusting corrugated metal to match the historic roof. Siding will be scraped, painted and repaired as needed to match existing historic fabric. Historic windows will be restored and non-historic windows replaced with windows that are more compatible within historic window openings. The front and rear doors will be replaced with doors that are historically compatible. All electrical and mechanical systems will be updated. The interior floor plan will remain intact. The structure will be modified to provide a live/work studio for guest artists. We believe that this use is compatible with the historic use. Staff is recommending positive points under Policy 24R E. for these restoration efforts as discussed under the point analysis.

Burro Barn: The Burro Barn has been panelized and is being stored for rehabilitation, as it collapsed about three years ago. The Burro Barn has been thoroughly documented to ensure that it will be rehabilitated to its historic look within our historic period of significance. The structure will be placed on a new foundation. All siding will be repaired and material replaced as needed with like material. All historic openings will be restored. One new opening will be cut out of historic fabric to provide access to the storage room on the northeast elevation. The historic fabric will be used on the exterior of the new door. No historic fabric will be lost as a result of this opening. The door will be handled in the same way that we handled the door on the east side of Fuqua (see attached photo.). When the door is closed it will look like the original historic structure. The roof will be structurally stabilized and resurfaced with new rusting corrugated metal to match the historic roof. New electrical, mechanical and plumbing systems will be added. Staff is recommending positive points under Policy 24R E. for these restoration efforts as discussed under the point analysis.

The structure will be moved from its historic location 8 feet east and 10 feet south to provide adequate space on site for other programming elements. The historic Privy will move with the burro barn 6 feet east as well. Both structures will maintain their historic relationship behind the Robert Whyte House. Staff is recommending five negative points (-5) under Policy 5R B. for relocating a secondary structure on site.

The structure will be modified to provide public restrooms for the Arts District campus and storage. We believe that this use is compatible with the historic use.

Mikolitis Barn: The Mikolitis Barn will be rehabilitated to its historic look within our historic period of significance. All policies within the Handbook of Design Standards are being met. The structure will remain in its existing historic location within the Arts District campus. The structure will be placed on a new foundation. All siding will be restored and repaired as needed with like material. All historic window openings will be restored with appropriate wood windows. All doors will also be restored. No

new openings are proposed. The roof will be structurally stabilized and new rusting corrugated metal will be placed on the surface. New electrical, mechanical and plumbing systems will be added. The interior floor plan will remain intact. The structure will be modified to provide space for a printmaking and textile studio and one studio to rent to local artists. We believe that this use is compatible with the historic use.

We have presented two options for the south elevation, one that proposes replacing the false front. The second alternative shows the south elevation being restored as it exists today without a false front. The historic Sanborn Maps reference this structure as having a false front. In addition, native Breckenridge resident Robin Theobald remembers the structure with a false front and when it fell off. Likewise, long time local and historian Maureen Nicholls recalls the false front and when it fell off.

Policy 29 states: *“Replacement of missing architectural elements should be based on accurate information about original features. The design should be substantiated by physical or pictorial evidence.”*

Ms. Nicholls believes she has a photo of the structure with a false front and our architects are examining the structure closely. We would like the Council to approve the elevation with a false front based on the testimony of Robin Theobald and Maureen Nicholls. We will continue to look for photos of the false front and will go back to the Planning Commission to share this information if the design is changed. Staff is recommending positive points under Policy 24R E. for these restoration efforts as discussed under the point analysis.

Little Red Shed: The Little Red Shed will be rehabilitated to its historic look within our historic period of significance. All policies within the Handbook of Design Standards are being met. The structure will be relocated from another site to the Arts District. The new location is appropriate for a secondary structure along the alley and visible from Washington Ave. The new location will provide a good context for the structure. The existing location is not its historic location. The structure was moved outside of our period of significance from Hoosier Pass.

The structure will be placed on a new foundation. The roof will be structurally stabilized and roofing material will be replaced with like material to match the historic roof. All siding will be restored and repaired as needed with like material. Historic windows will be restored. Historic doors will also be restored. No new openings are proposed. New electrical and mechanical systems will be added. The interior floor plan will remain intact. The structure will be modified to provide space for a gas kiln and storage. We believe that this use is compatible with the historic use. Staff is recommending positive points under Policy 24R E. for these restoration efforts as discussed under the point analysis.

Ceramic Studio: This will be a new structure within the Historic District. We believe that the Ceramic Studio is in substantial compliance with Handbook of Design Standards.

Character – The character for the proposed Ceramic Studio is that of a secondary structure. We believe that this is consistent with what the South End Residential Character Area, as there is a combination of primary and secondary structures that exist today on the existing site.

Scale – The proposed scale of the building is consistent with historic structures that survive today. Typically the module size of surviving historic structures in the South End Residential Character Area is between 540 to 2,600 square feet. The average size or module size is 1,300 square feet. The module size of the historic Fuqua Livery Stable is 1,200 square feet. The footprint of the Ceramic Studio as proposed

is 1,322.5 square feet. Including the lower level that is more than 4' above proposed grade, the total approximate module size is 1,600 square feet +/- (above 4' by 12' on the south side and 7.5' on the north side). Priority Policy 158 notes that if the total above ground density of the development is under 9 Units per Acre (UPA) then an individual building module may be as large as the historic maximum. The total above ground density for the property containing the Fuqua Livery Stable, Mikolitis Barn, Robert Whyte House, Burro Barn, Little Red Shed, Ceramic and Metalsmithing Studios will be less than 9 UPA.

The width, length and height are appropriate as discussed below. The Ceramic Studio is also set back from the other historic structures and the massing is stepped with the shed addition on the east side as viewed from Ridge Street. Staff believes that the scale of the building is appropriate for the area and does not overwhelm the existing historic structures, meeting the requirements of Priority Policy 158 (*"New buildings should be in scale with existing historic and supporting buildings in the South End Residential Character Area"*).

Form - The building form is simple, similar to the historic Fuqua Livery Stable and other historic secondary structures as required by Priority Policy 160 (*"Use building forms similar to those found historically in the area. Use simple building forms."*).

Roof – The primary roof forms proposed are a simple, steep-pitched gabled form with a shed addition on the east side. Cues were taken for the monitor on the gabled roof from photos of the historic dipping station on Ridge Street. A copy of one of the photos is attached for reference. The roof pitch is consistent with historic structures. Priority Policy 161 states, *"Use roof forms that reflect the angles, scale and proportions of those historic buildings in the South End Character Area."* Although the dipping station was not located in the South End Residential Character Area, it was located nearby in the South End Residential Transition Area. Again, because the structure is intended as a secondary structure located off of the alley as part of the Arts District campus, we believe that the roof form is appropriate and does not negatively impact the remaining historic structures. Based on Commission input from the worksession on April 2nd Staff is recommending five negative points (-5) for the proposed monitor under Policy 5R B.

Height – The façade as viewed from Ridge Street is 1 ½ stories as required by Priority Policy 163 (*"Building height should be similar to nearby historic buildings."*). The façade as viewed from the west or alley is 2 stories. Historically, most buildings in this character area were 1 ½ stories, but there were some 2 story buildings, as noted in the discussion at the beginning of the South End Residential Character Area under "Character of Historic Development". Per Policy 6R, the structure is 24' measured to the mean, less than the recommended 25' and absolute height of 30'.

Façade Width – Both the east and west façades are less than the 30 feet required by Priority Policy 164 (*"Reinforce typical narrow front façade widths that are typical of historic buildings in the area. The front façade of a building may not exceed 30 feet in width."*).

Building Materials – Currently we are proposing a combination of board and batten siding and corrugated metal that is appropriate for a secondary structure within the Historic District, as discussed in Priority Policy 165 (*"Maintain the present balance of building materials found in the character area."*). We are proposing a Tamko asphalt shingle roof that looks like a wood shake. The Fuqua Livery Stable is board and batten with a wood shake roof. The Tamko roof is accepted by the Secretary of Interior Standards as being an appropriate alternative to wood shake roofs and meets the intent of Priority Policy 166 (*"Use roofing materials similar to those found historically."*).

Doors and Windows – All proposed doors and windows are similar in size and shape to those found historically as required by Policy 168 (“*Use building features similar in size and shape to those used traditionally. Windows should be similar in size and shape to those used historically. Doors that include glass are encouraged.*”).

Details – We are proposing an industrial bracket at the east entrance and a barn door on the upper level on the west facade. These details are appropriate for secondary structures and will be used with restraint as recommended by Policy 170 (“*Use ornament and detail with restraint, in keeping with the modest character of the South End Residential Character Area.*”).

Metalsmithing Studio: This will be a new structure within the Historic District. We believe that the Metalsmithing Studio is in substantial compliance with Handbook of Design Standards.

Character – The character for the proposed Metalsmithing Studio is that of a primary residential structure. We believe that this is consistent with what the South End Residential Character Area recommends and is appropriate as the structure is located along Ridge Street adjacent to the Robert Whyte House.

Scale – As noted above, the average module size within the South End Residential Character Area is 1,300 square feet. The proposed module size for the Metalsmithing Studio is 640 square feet.

Form - The building form is simple and in scale with the historic Robert Whyte House as required by Priority Policy 160. A front porch is proposed as encouraged by Policy 162 (“*Front and side porches are encouraged.*”).

Roof – The roof form proposed is consistent with other steeply pitched roofs found in the historic district. Dormer windows are proposed minimally per Priority Policy 161 (“*...but the dormers were used in limited numbers on individual buildings.*”).

Height – The Metalsmithing Studio is 1 ½ stories and the total height of 19’- 6” is well below the recommended building height of 25’ as measured to the mean, per Policy 6R.

Façade Width – The Metalsmithing studio as proposed is 20’ wide, well below the 30’ maximum as noted in Priority Policy 164. It has a nice relationship to the historic Robert Whyte House, which is approximately 16’ wide.

Building Materials – We are proposing a combination of wood lap siding with 4” reveal on the east façade that faces Ridge Street, with board and batten siding proposed on the sides and rear of the building. This material was used historically, but is proposed in a slightly different arrangement on this building, due to its use. We are proposing a combination of asphalt and rusting corrugated metal roofs meeting the intent of Priority Policy 166.

Doors and Windows – All proposed doors and windows are similar in size and shape to those found historically, as required by Policy 168. A double wide door is proposed on the south elevation that can be covered by a sliding barn door. This is consistent with the historic Tin Shop, which is also a primary structure within the South End Residential Character Area.

Details – Detailing is modest as recommended by Policy 170.

Placement of Structures (9/A & 9/R): All structures meet the required and recommended setbacks for LUD 18.2 within the Conservation District. For commercial uses structures can be built at the property line. For Residential structures a 10 foot front yard setback is required and the recommended set back is 15 feet. The proposed front yard setback for the Robert Whyte House is 39 feet. This is the historic setback. The Mikolitis Barn also maintains its historic setback at the property line. All structures on the campus meet building code requirements for separation. Staff believes that setbacks for the Arts District meet the intent of Policy 9A. Staff does not believe any negative or positive points are warranted.

Subsequently, during public comment the question was raised about the distance between the metalsmithing studio and Robert Whyte House. That distance is 12 feet. The distance between the metalsmithing studio and the proposed addition to the Breckenridge Theatre is 17.3 feet, leaving flexibility for the future addition and access.

Snow Removal and Storage (13/A & 13/R): The lighting and snowstacking plan shows the areas where snowstacking is proposed. The site meets the required 25% of paved area designated for snowstacking. All areas are functional. In addition, the plaza area and some of the walkways connected to the plaza are proposed to have snowmelt, as these areas are high pedestrian areas. Because of public safety concerns here, no negative points are proposed under Policy 33R.

Storage (14/A & 14/R): All of the Arts District structures propose adequate storage for their intended uses. No outdoor storage of materials is proposed.

Refuse (15/A & 15/R): There is an existing dumpster enclosure on the alley at the northwest corner of the site that serves the Arts District adequately.

Access / Circulation (16/A & 16/R; 17/A & 17/R): Vehicular Access: Vehicular Access to the site exists along East Washington Avenue, the alley and South Ridge Street. Staff believes that access to the Arts District and circulation meet the intent of Policy 16A. Staff does not believe any negative or positive points are warranted.

Parking (18/A & 18/R): Adequate parking is provided on site in the Ridge Street Art Square (existing Barney Ford Lot) and along the alley. Parking along the alley is encouraged. Staff believes that the proposed parking meets the intent of Policy 18A. Staff does not believe any negative or positive points are warranted.

Per the Off Street Parking Regulations, the Arts District is providing more than the required number of parking spaces on site. Within the Parking Service Area, Commercial Recreation projects should provide 2.0 spaces for every 1,000 square feet of gross floor area. The total density for the project is 7,282 square feet, thus 14.56 spaces are required. There are 14 spaces proposed along the alley and 13 spaces proposed within the Ridge Street Art Square for a total of 27 onsite parking spaces. The Exchange Parking Lot was also constructed to make parking available for the Arts District at buildout.

Loading (19/A): Adequate loading areas are provided along the alley, on Washington Avenue within the Ridge Street Art Square and in a designated loading zone on South Ridge Street. Staff believes that the proposed loading areas meet the intent of Policy 19A.

Recreation Facilities (20/R): The lawn south of the Robert Whyte House will provide a great passive recreation area. In addition a future playground sculpture is proposed. Staff does not believe any negative or positive points are warranted.

Open Space (21/R): The Arts District Campus is providing 24% open space as defined by the Code. Staff does not believe any negative or positive points are warranted.

Landscaping (22/A & 22/R): The Landscape plan proposed maintains the historic sense of yard within the South End Residential Character Area in front of the Metalsmithing Studio, Robert Whyte House, Mikolitis Barn and Fuqua Livery Stable. Plantings are appropriate for the Historic District. The one Aspen tree that exists will be preserved. The plan proposes 21 - Aspen with 11 at 3.5” caliper and 10 at 2.5” caliper, 4 - Balm of Gilead at 2.5” caliper, 128 shrubs at 5 gallon and 239 ornamental grasses and perennials. For the proposed Landscape Plan staff recommends two positive points (+2). This is consistent with the definition in the Development Code and past precedent.

Social Community (24/R):

C. Social Services: The Code states that those projects which provide social services are encouraged. Social services shall include developments that promote the arts within Town. The Arts District campus as noted above provides space for local artists, guest artists, workshops in a variety of mediums and cultural events. The Arts District will engage the local community and visitors. Staff believes magnitude of this project warrants eight positive points (+8) under Policy 24R C. This is consistent with other projects such as Valley Brook Child Care, CMC and Breckenridge Christian Ministries.

E. Historic Preservation and Restoration – On site historic preservation/restoration effort of above average public benefit. With regard to historic preservation the Code notes that projects that include on site historic preservation/restoration efforts of above average public benefit are warranted nine positive points (+9). Staff believes that the restoration of the Robert Whyte House, Burro Barn, Mikolitis barn and Little Red Shed meets the intent of the policy. No additions are proposed, all structures will be placed on new foundations and structurally stabilized, historic fabric will be restored including siding, windows, and doors. The projects fully meet the description under positive nine points (+9).

Energy Conservation (33/R):

F. With regard to the proposed snow melting system within the plaza and walkways as proposed, staff does not believe that any negative points are warranted. Under F. 1. a., it notes that Zero Points are warranted for public safety concerns on public or private property in high pedestrian traffic areas. The Town Council and Public Works Department are recommending snowmelt in the area proposed.

Point Analysis (Section: 9-1-17-3): At this Town Project review we are recommending a net score of nine positive (+9) points. Please see the summary of recommended points below.

- Policy 5/R B.(-5 points) for relocating a secondary historic structure on site.
- Policy 5/R B.(-5 points) for the proposed monitor on the Ceramic Studio.
- Policy 22R (+2 points) for the proposed landscape plan.
- Policy 24/R C.(+8 points) for fulfilling social goals by providing art facilities that promote the arts in Town.
- Policy 24/R E.(+9 points) for an on-site historic preservation/restoration effort of above average public benefit.

The proposal passes with a net score of positive nine (+9) points.

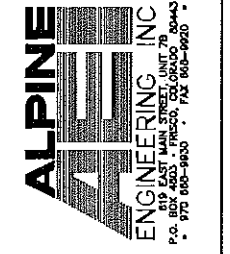
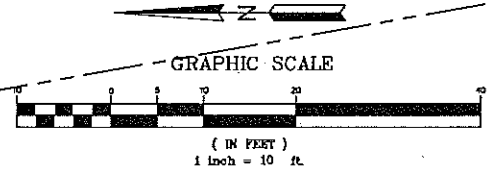
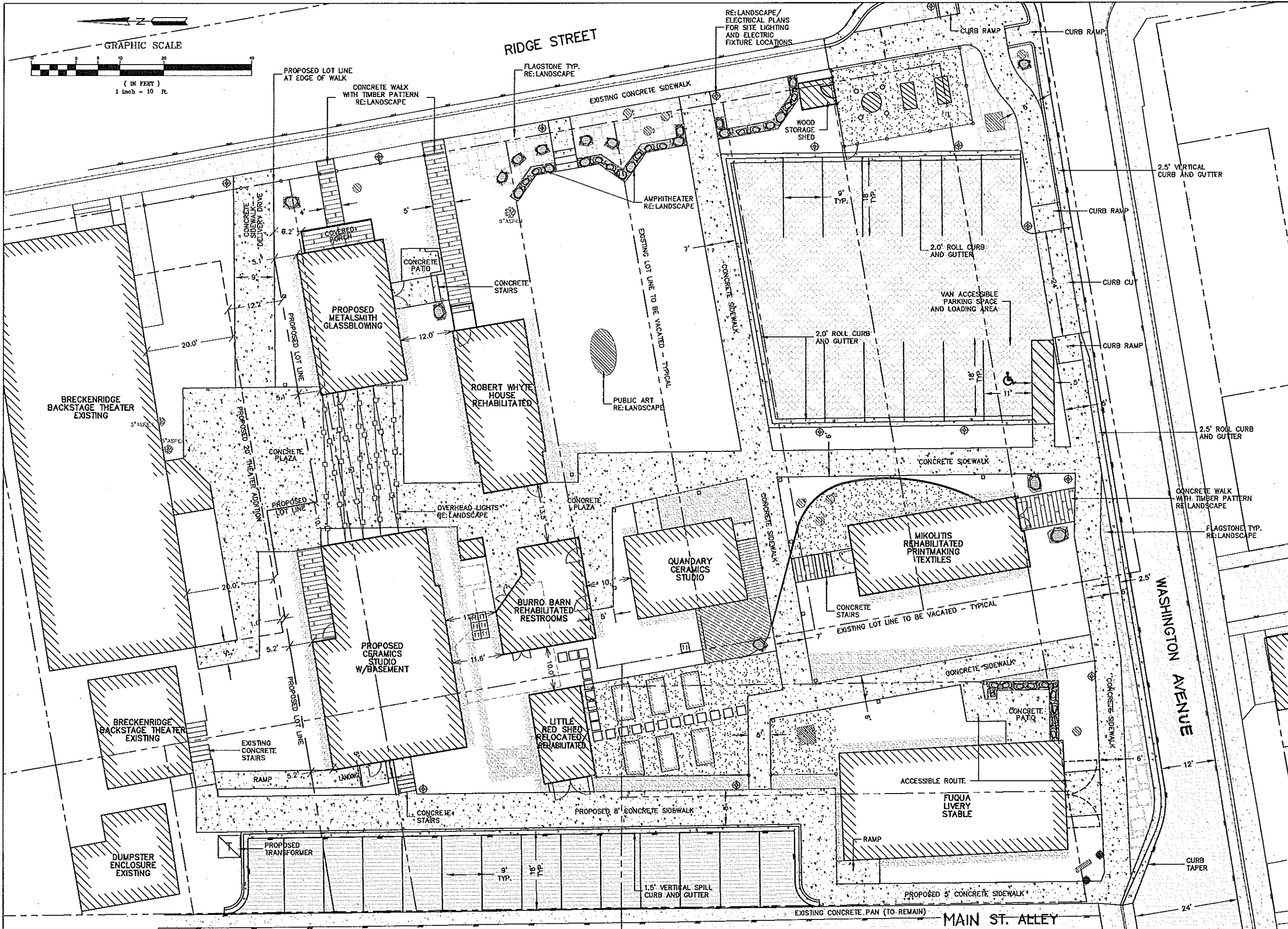
Staff Recommendation

Staff believes that the buildout of the Breckenridge Arts District is an excellent public benefit for the community and will be a destination for the arts.

We would like the Town Council to endorse the proposed point analysis and attached Findings and Conditions. We also ask that the Town Council make a formal motion to approve the proposed buildout of the Breckenridge Arts District Town Project with the associated site plan and architecture as proposed.

Staff will be available during the meeting on April 23rd to walk the Council through the project and answer any questions.

-132-1 s:\dwg\Master\BAD_SITE PLAN.dwg, 4/10/2013 11:23:54 AM



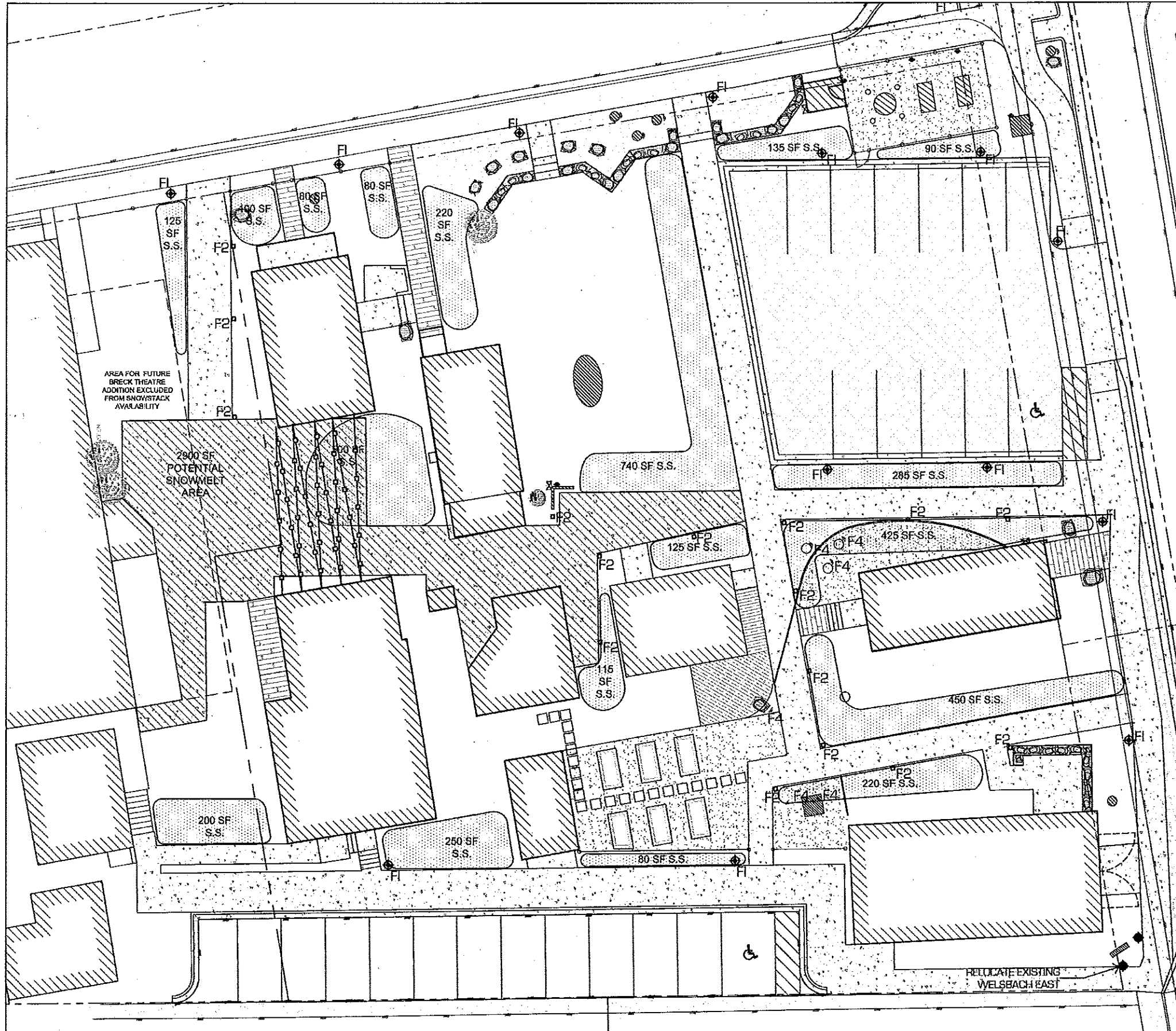
**BRECKENRIDGE ARTS
DISTRICT**
TOWN OF BRECKENRIDGE
BRECKENRIDGE, COLORADO

No.	Description	Date
1	Schematic Design	1/31/2013
2	Design Development	2/25/2013
3	Design Development	4/1/2013
4	Planning Comm.	4/10/2013

Project Number	78198.5
Issue	PLANNING COMMISSION
Date	04.10.2013
Drawn by	DL
Checked by	JM
Scale	1"=10'

SITE PLAN

C2



LIGHTING SYMBOL LEGEND

SYMBOL	DESCRIPTION	MANUFACT	FOOT CANDLE	WATTAGE	FLY LEAK	WARRANTY
1	RELOCATE EXISTING TO BE RELOCATED	TO BE RELOCATED				
2	RELOCATE EXISTING TO BE RELOCATED	TO BE RELOCATED				
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SITE LIGHTING NOTES

1. THESE PLANS SHOW LIGHT FIXTURE LOCATIONS ONLY. SEE ELECTRICAL AND MECHANICAL PLANS FOR ADDITIONAL INFORMATION.
2. LIGHTING SYMBOLS ON PLANS ARE GRAPHIC REPRESENTATIONS ONLY. THEY ARE NOT DRAWN TO SCALE AND THEREFORE ALL LOCATIONS ARE REQUIRED TO BE VERIFIED IN THE FIELD BY THE EA AND/OR ELECTRICAL ENGINEER PRIOR TO INSTALLATION. ALL FIXTURES TO BE A MINIMUM OF 4' SEPARATION FROM SIDE OF BUILDING. FINAL PLACEMENT AND ADJUSTMENT WILL BE MADE IN THE FIELD BY THE EA OR THE ENGINEER.
3. SEE ELECTRICAL DRAWINGS FOR WIRE AND CONDUIT LIGHTING COVERS AND LOCATIONS.
4. SEE ELECTRICAL DRAWINGS FOR FIXTURE LIGHT FIXTURES, INSTALLATION INFORMATION AND SPECIFICATIONS.
5. ALL NEW INSTALLATIONS OF ELECTRICAL EQUIPMENT SHALL BE INSTALLED TO MEET MANUFACTURER'S SPECIFICATIONS AND APPLICABLE FEDERAL, STATE OR LOCAL CODES AND REGULATIONS.
6. THE LIGHT FIXTURES IN THE PROJECT LIGHT FIXTURES SHALL BE PROTECTED OR SHALL BE TYPED SO THAT THEY PROTECT THEMSELVES FROM VANDALISM. ALL LIGHTING IS TO BE INSTALLED DOWN OR ON THE SURFACE OF BUILDING, AND SHALL NOT BE SET UP TO SHINE UPWARD OR OUTWARD FROM THE SIDE OR BUILDING.

SNOWSTACK CALCULATIONS:

AMOUNT OF PAVED AREA ON SITE TO HAVE SNOW REMOVED: +/- 13,700 S.F.

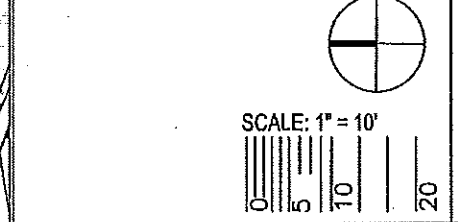
25% OF PAVED AREA/REQD SNOWSTACK: 3425 S.F.

AMOUNT OF SNOWSTACK: +/- 4,220 S.F.

AMOUNT OF POTENTIAL SNOWMELT AREA: 2900 S.F.

LANDSCAPE LEGEND

Symbol	EXISTING TREES TO REMAIN OR BE RELOCATED, AS NOTED
Symbol	LANDSCAPE MATERIAL - SEE PLANT LIST
Symbol	PROPOSED LIGHTING - SEE LIGHTING LEGEND
Symbol	TRANSFORMER
Symbol	SNOWMELT MANIFOLD
Symbol	PLANTING AREA
Symbol	FIRE HYDRANT
Symbol	DETAIL CALLOUT
Symbol	EXISTING TIEPO LINES
Symbol	STEERING STONES
Symbol	BOULDER OR BOULDER WALL
Symbol	STEEL BEG EDGE, SEE DETAILS
Symbol	ENHANCED NATIVE TURF
Symbol	PERMANENT BED
Symbol	ROCK, COBBLE MULCH, SEE DETAILS



MARY HART DESIGN
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 maryhartdesign@gmail.com

LIGHTING & SNOWSTACK PLAN

BRECKENRIDGE ARTS DISTRICT
 TOWN OF BRECKENRIDGE
 BRECKENRIDGE, COLORADO

No.	Description	Date
1	Schematic Design	1/31/2013

Project Number: _____

Issue: **DESIGN DEVELOPMENT**

Date: **03.25.2013**

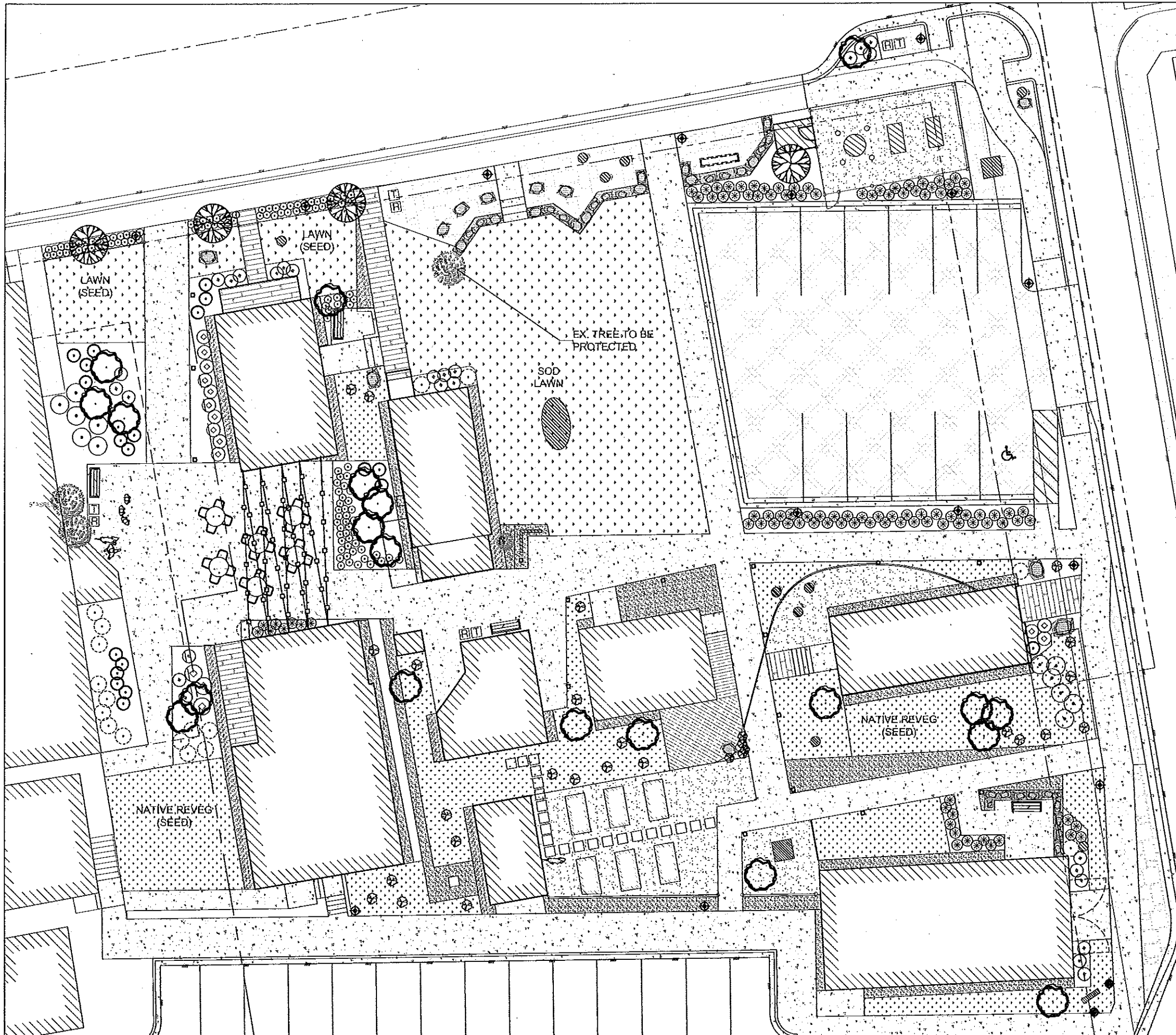
Drawn by: **MH**

Checked by: **MH**

Scale: **1"=10'**

LIGHTING AND SNOWSTACK PLAN

L2



BRECKENRIDGE ARTS DISTRICT
PROPOSED LANDSCAPE MATERIALS

TREES			
SYMBOL	QTY.	BOTANICAL NAME / COMMON NAME	SIZE
⊙	3	EXISTING TREE OR SHRUB	
⊙	21	POPULUS TREMULOIDES / QUAKING ASPEN NURSERY GROWN	50% 3.5" CAL 50% 2.5" CAL
⊙	4	POPULUS BALSAMIFERA CANDICANS / BALM OF GILEAD OR APPROVED EQUAL	2.5" CAL.
SHRUBS			
⊙	12	CORNUS SERICEA BAILEY / BAILEY REDTWIG DOGWOOD	3" HT. B&B
⊙	24	C-RYTHO-HAMMUS NAL. / RABBITRUSH	1 GAL.
⊙	16	PIEES ALPINUM OR ALPELUM / CURRANT	5 GAL.
⊙	0	MAHONIA REPENS / CREEPING HOLLYHAWK	1 GAL.
⊙	21	COTONEASTER ACUTIFOLIUS / PEKING COTONEASTER	5 GAL.
⊙	18	ROSA GALICA / REDLEAVED ROSE	5 GAL.
⊙	27	ROSA MOROCCO SUNRISE / MOROCCO SUNRISE ROSE	5 GAL.
ORNAMENTAL GRASSES AND PERENNIALS			
⊙	12	PERENNIALS - SEE PLAN	PERENNIALS 1 GAL.
⊙	10	BOUTELOUA GRACILIS BLOOM AMETHYST BLUE GRASS	1 GAL.
⊙	10	HELICTOTRICHON SEMPERVIRENS / SAPPHIRE FTN BLUE CAT GR.	1 GAL.

PERENNIAL LIST:
 AGILEGA C-RYTHANTHA DENVER GOLD / DENVER GOLD COLLENE
 LUPINUS RUSSEL HYBRID / LUPINE
 OSTEOSPERMUM AVALANCHE / SUN BASKY
 PAPAVER NUCIFALE / ICELAND POPPY - PINKS AND WHITE
 PENSTEMON MENSARUM / GRAND MESA BEARDTONGUE
 NEPETA PSYCHE LITTLE TRUDY / LITTLE TRUDY CATMINT

ADDITIONAL LANDSCAPE ITEMS	
⊙	3875 SF. SOD LAWN - REVELLE BLUE GRASS
⊙	3,700 SF. NATIVE VEGETATION AREA - SEED - SEE SPECIES LIST ON DETAILS
⊙	1,700 SF. COBBLE AREA - SEE DETAILS
⊙	1,700 SF. CRUSHER FINE / BREEZE PAVING

BRECKENRIDGE ARTS DISTRICT
TOWN OF BRECKENRIDGE
BRECKENRIDGE, COLORADO

LANDSCAPE PLAN

L3

SCALE: 1" = 10'

No.	Description	Date
1	Schematic Design	1/31/2013
2	100% DD	4/12/2013

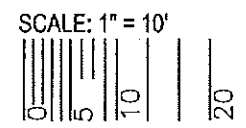
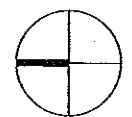
Project Number: _____
 Issue: DESIGN DEVELOPMENT
 Date: 4.13.2013
 Drawn by: MH
 Checked by: MH
 Scale: 1"=10'

MARY HART DESIGN
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 970-888-9388

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LANDSCAPE LEGEND

	EXISTING TREES TO REMAIN OR BE REMOVED, AS NOTED
	LANDSCAPE MATERIAL - SEE PLANT LIST
	PROPOSED LIGHTING - SEE LIGHTING LEGEND
	TRANSFORMER
	SNOWMELT MANFOLD
	PLANTING AREA
	FIRE HYDRANT
	DETAIL CALLOUT
	EXISTING TOP LINES
	STEPPING STONES
	BOULDER OR BOULDER WALL
	STEEL BED EDGE, SEE DETAILS
	ADVANCED NATIVE TURF
	PERENNIAL BED
	POCK, COBBLE MULCH, SEE DETAILS





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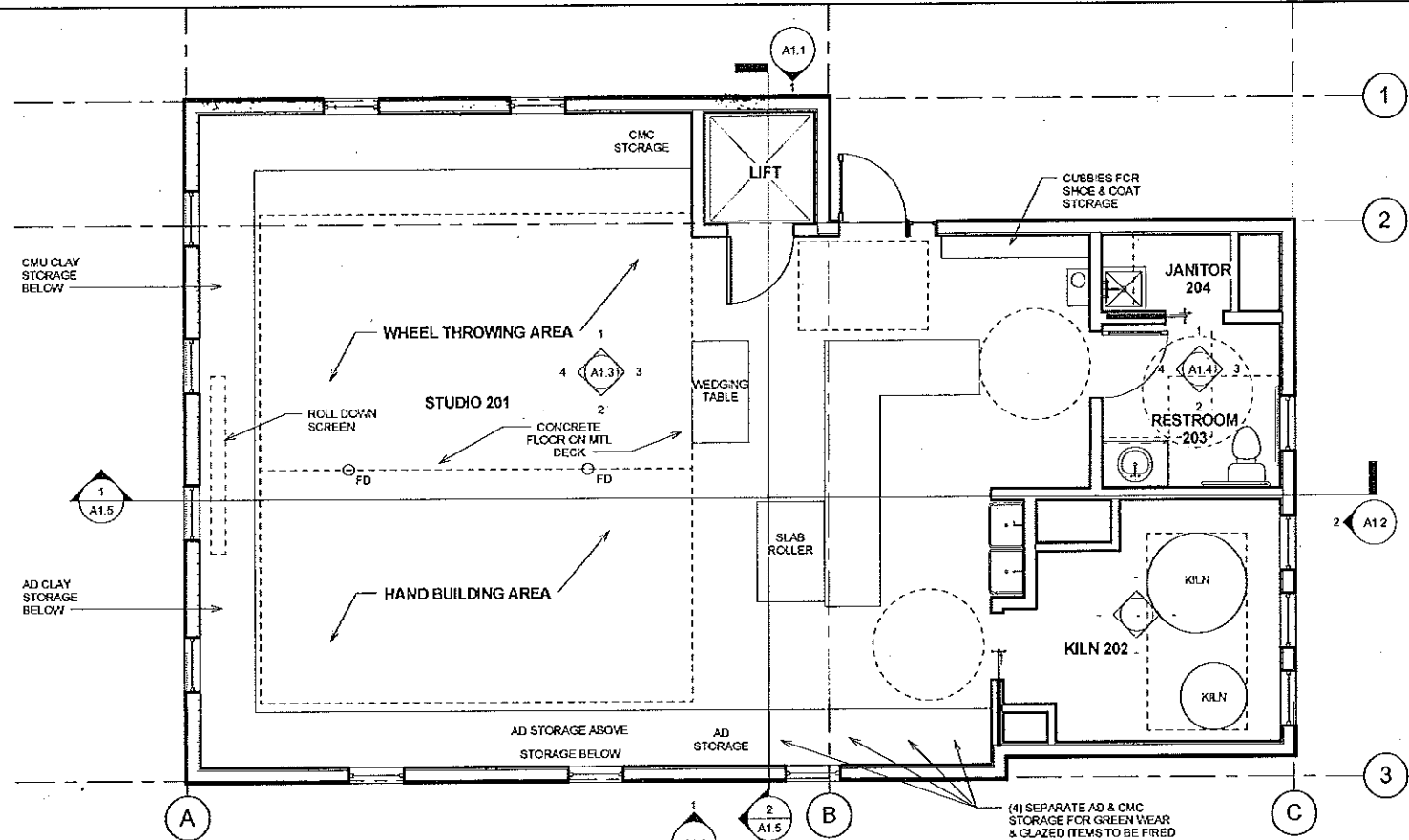
BRECKENRIDGE ARTS
DISTRICT
TOWN OF BRECKENRIDGE
150 SKI HILL ROAD P.O. BOX 168 ~ BRECKENRIDGE, COLORADO 80424

No.	Description	Date

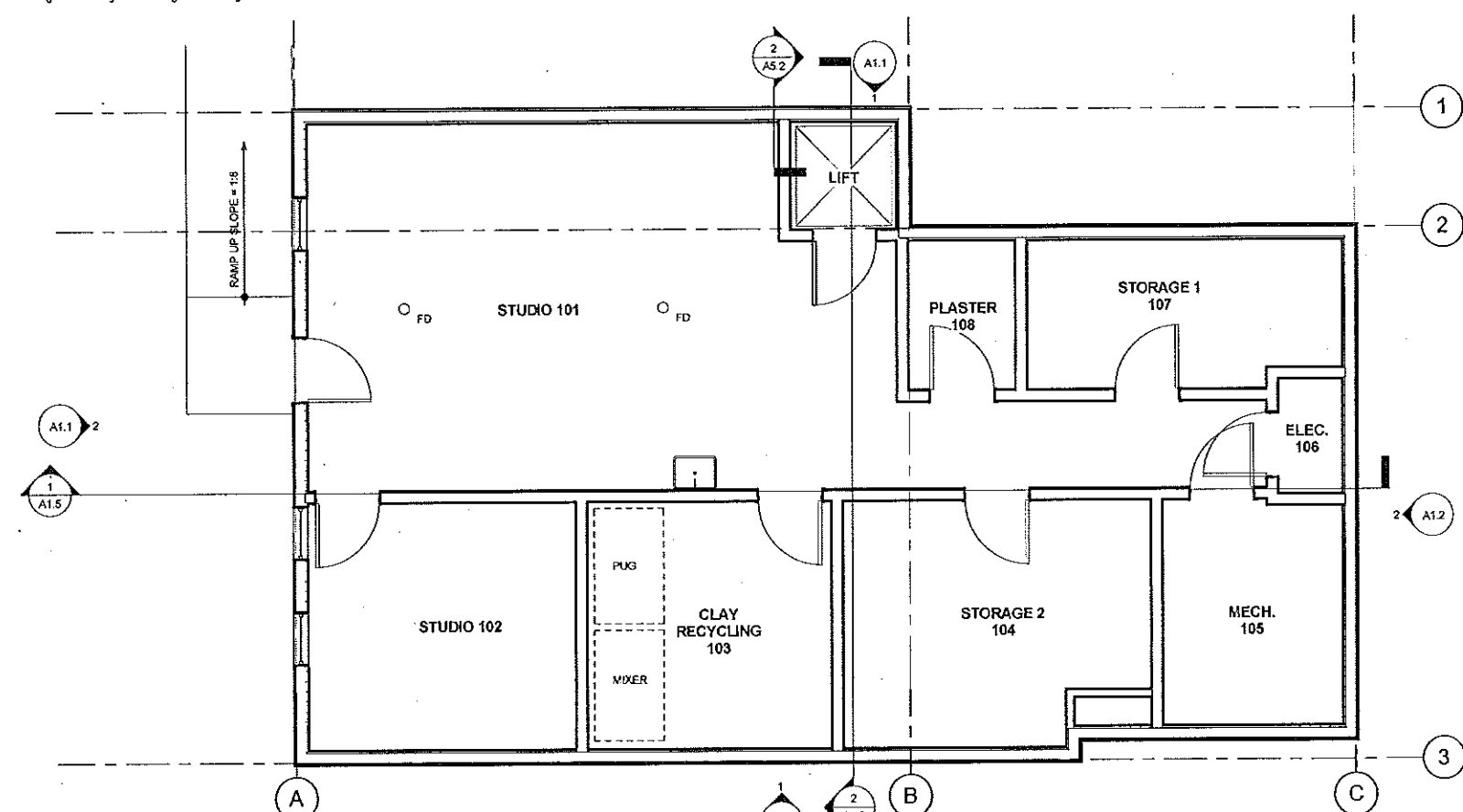
Project Number 2012500
Issue 75% DD
Date 04/09/2013
Drawn by DAM
Checked by AE
Scale 1/4" = 1'-0"

- CERAMIC STUDIO -
Floor Plans

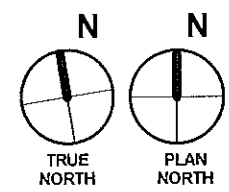
A1.0



2 New - Ceramic Studio - Upper Level
1/4" = 1'-0"



1 New - Ceramic Studio - Lower Level
1/4" = 1'-0"





Anderson Hallas
Architects, PC

ARCHITECTURE
HISTORIC PRESERVATION
PLANNING

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BRECKENRIDGE ARTS
DISTRICT

TOWN OF BRECKENRIDGE

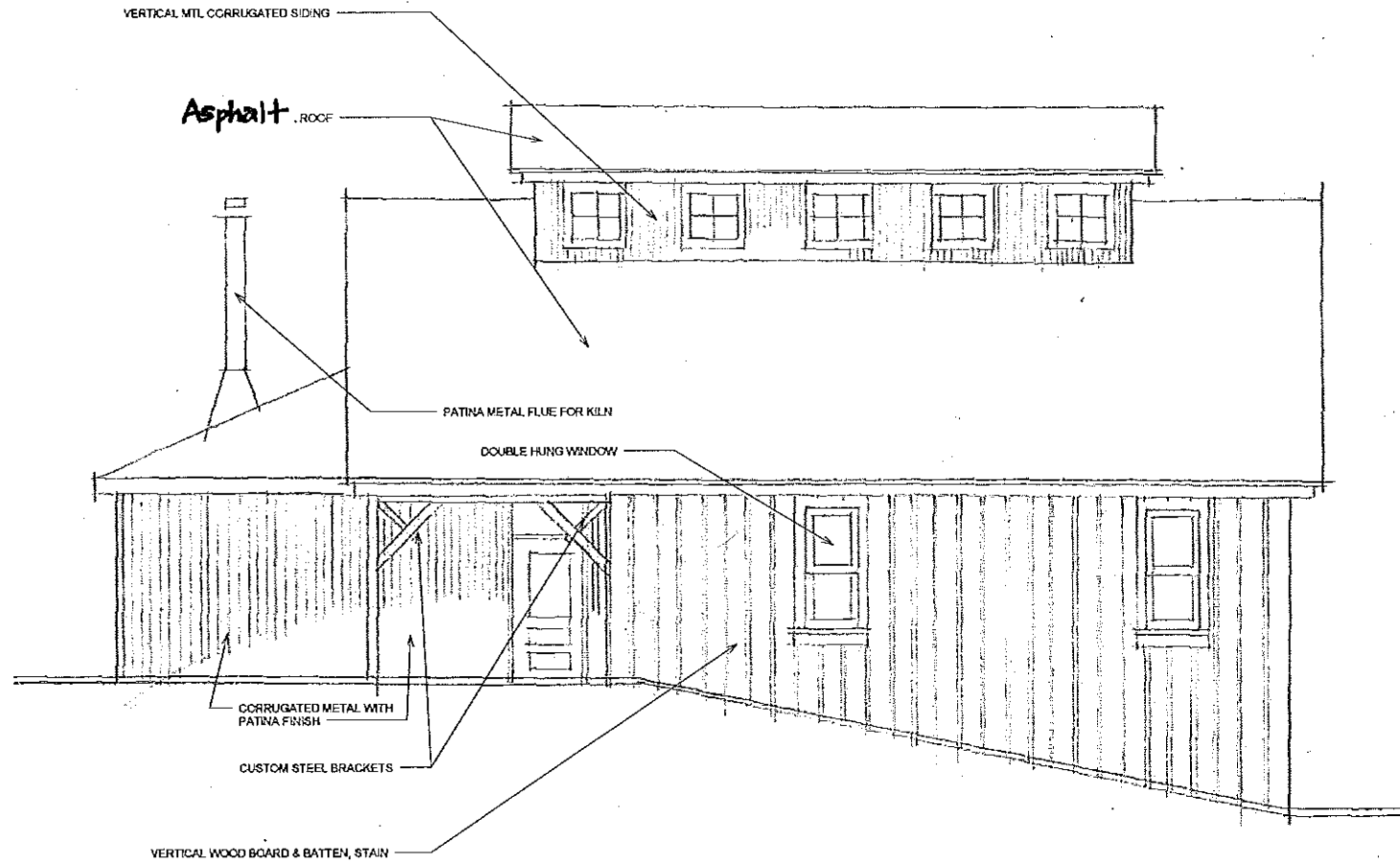
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No.	Description	Date

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Issue	75% DD
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Checked by	AE
Scale	1/4" = 1'-0"

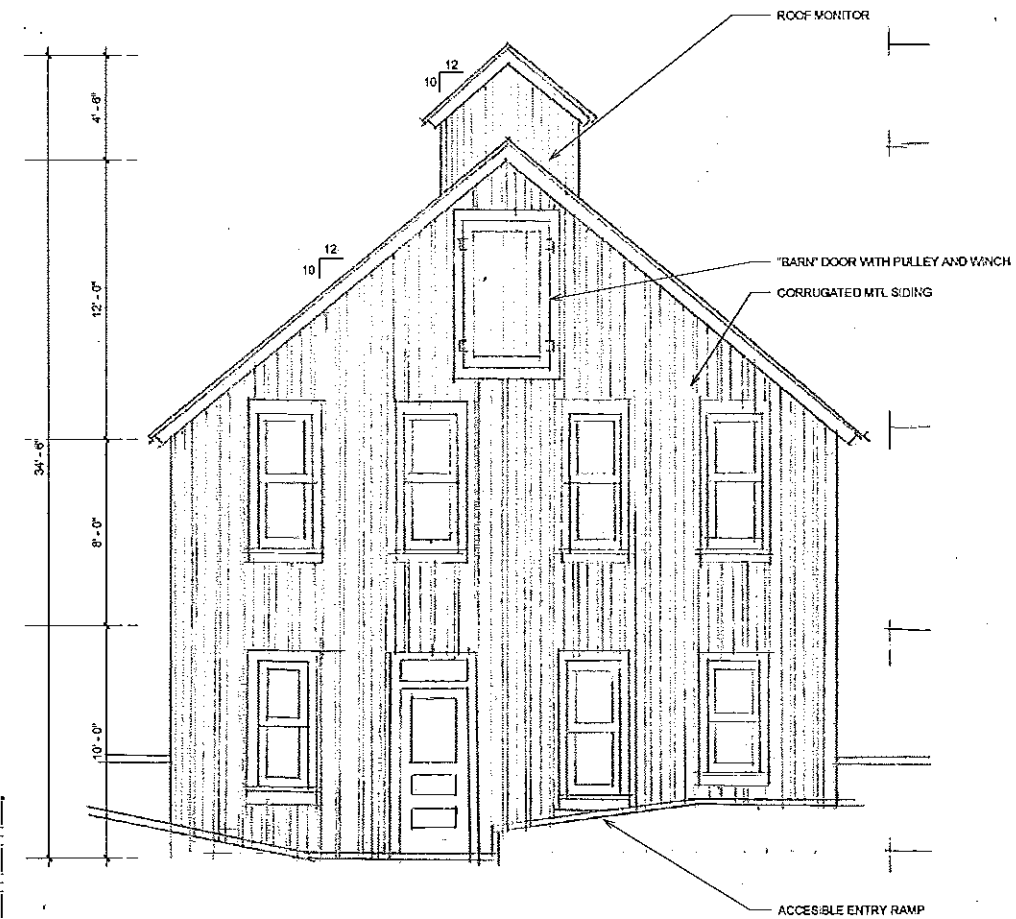
- CERAMIC STUDIO -
Exterior Elevations

A1.1



1 Ceramic Studio - North Elevation

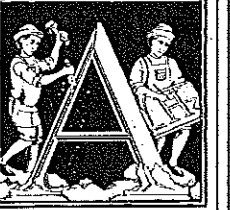
1/4" = 1'-0"



2 Ceramic Studio - West Elevation

1/4" = 1'-0"





Anderson Hallas
Architects, PC

ARCHITECTURE
HISTORIC PRESERVATION
PLANNING

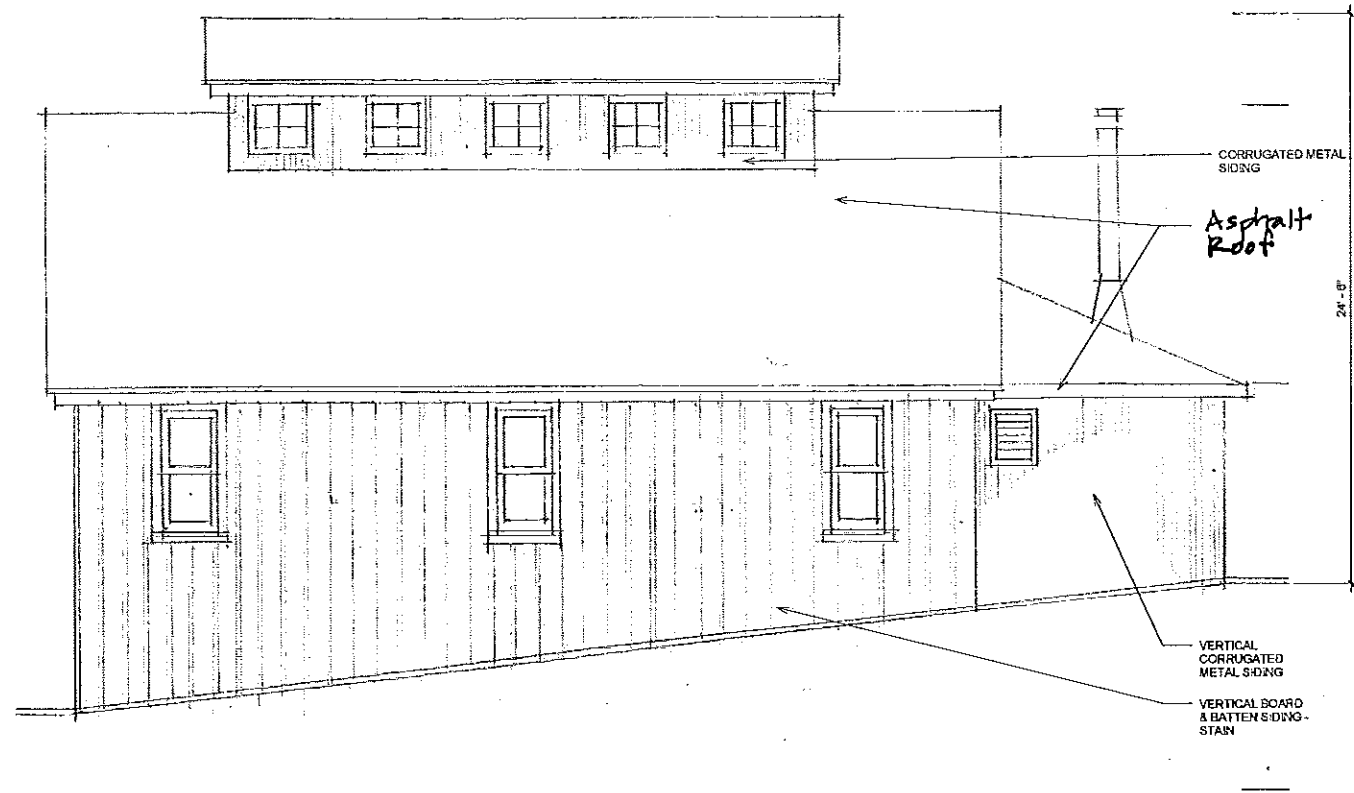
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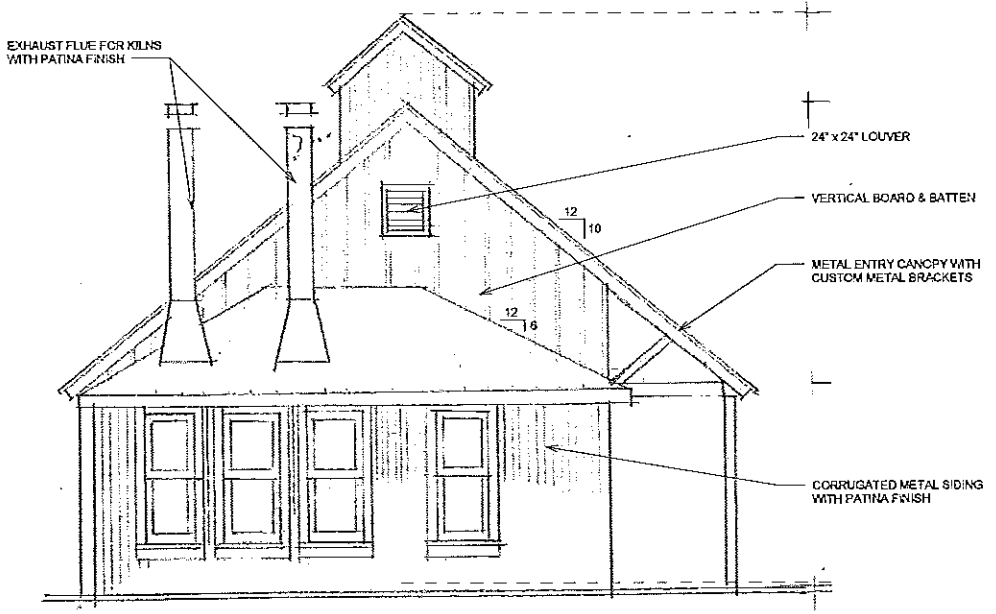
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1 Ceramis Studio - South Elevation
1/4" = 1'-0"



2 Ceramic Studio - East Elevation
1/4" = 1'-0"

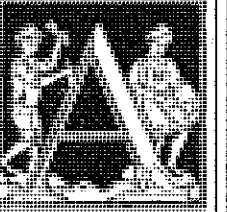


No.	Description	Date

Project Number	2012500
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Scale	1/4" = 1'-0"

- CERAMIC STUDIO -
Exteriors Elevations

A1.2



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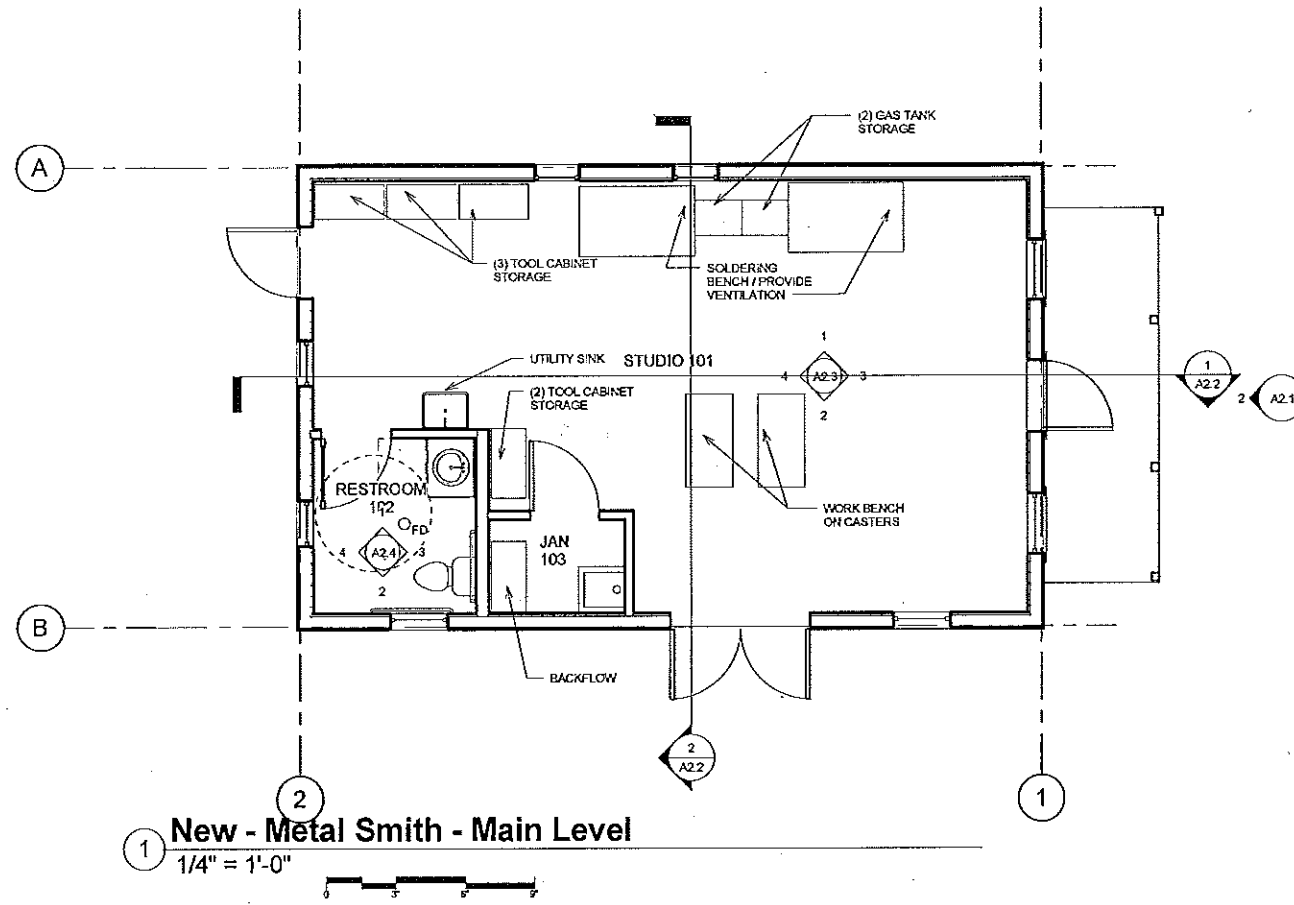
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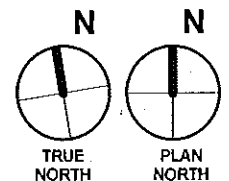


① New - Metal Smith - Main Level
1/4" = 1'-0"

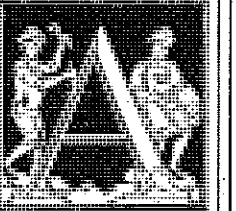
No.	Description	Date

Project Number	2012500
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- METAL SMITH -
Floor Plans



A2.0



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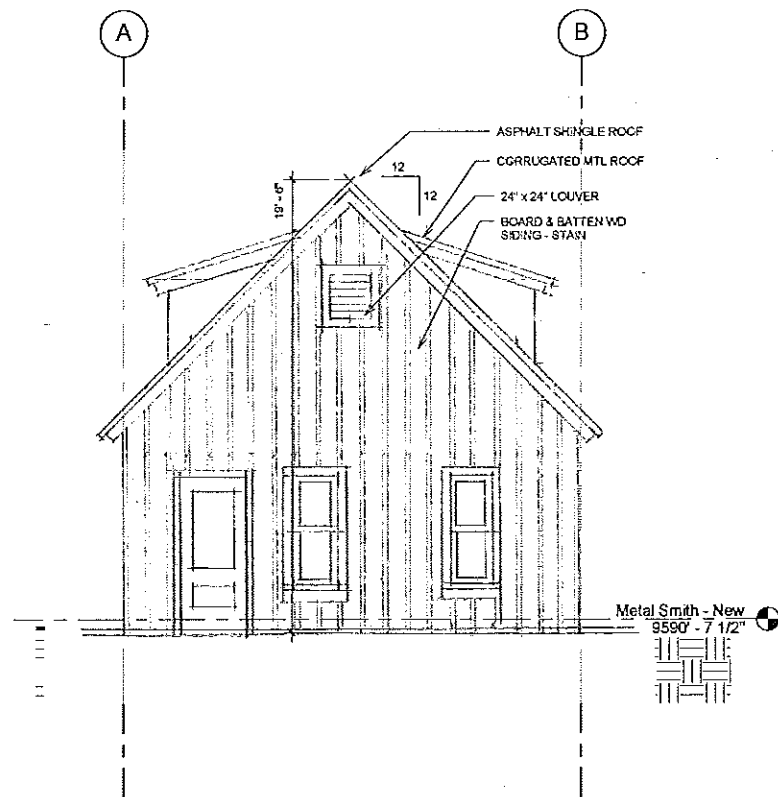
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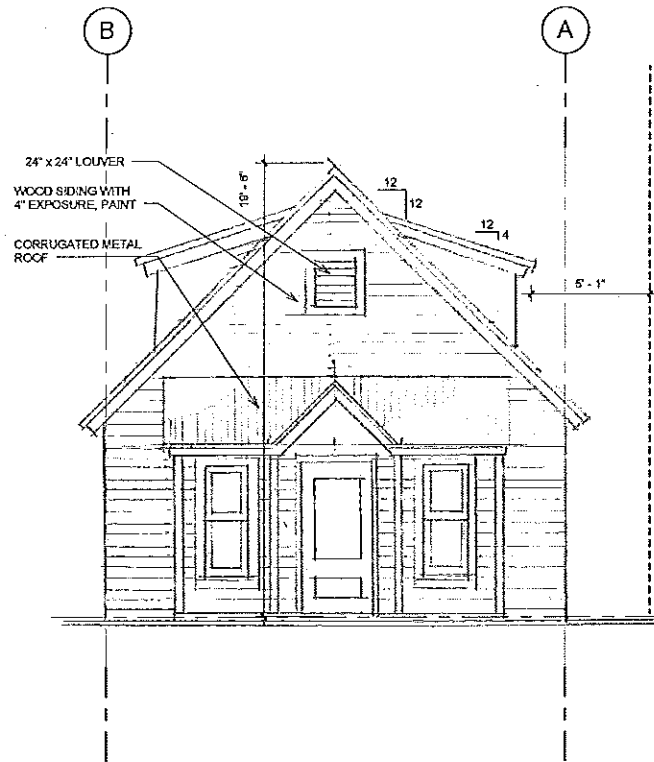
Project Number	2012500
Issue	75% DD
Date	04/09/2013
Drawn by	DAM
Checked by	AE
Scale	1/4" = 1'-0"

- METAL SMITH -
Exterior Building Elevations

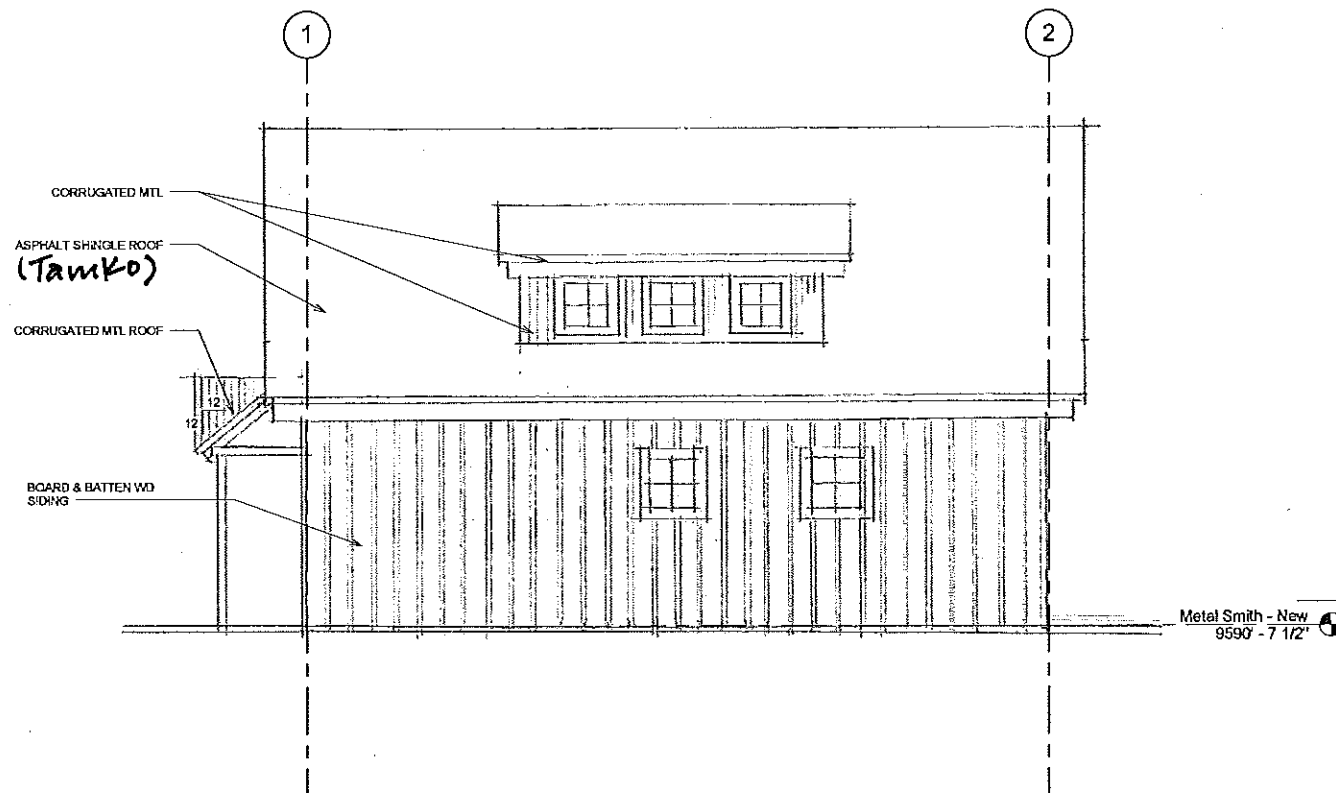
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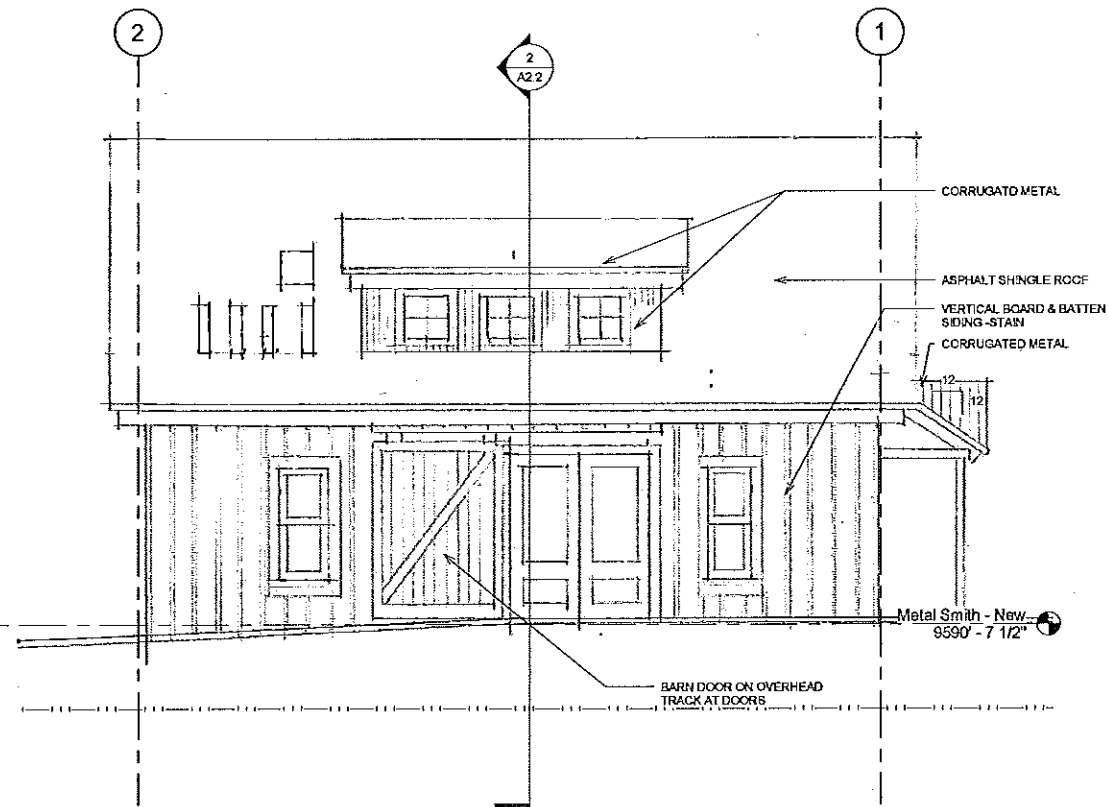
1 Metal Smith - West Elevation
1/4" = 1'-0"



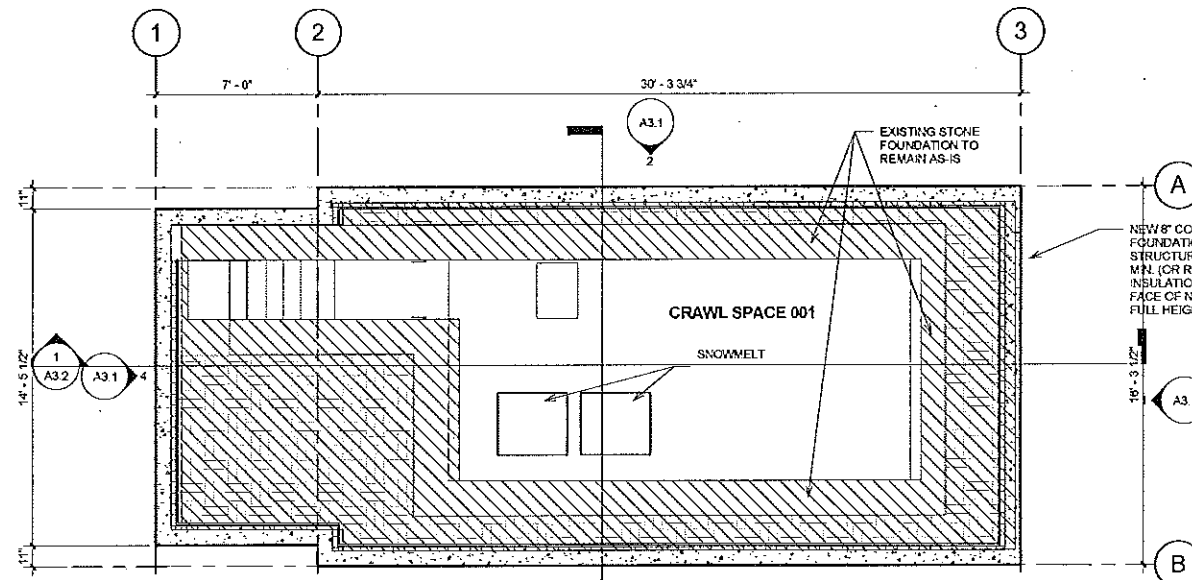
2 Metal Smith - East Elevation
1/4" = 1'-0"



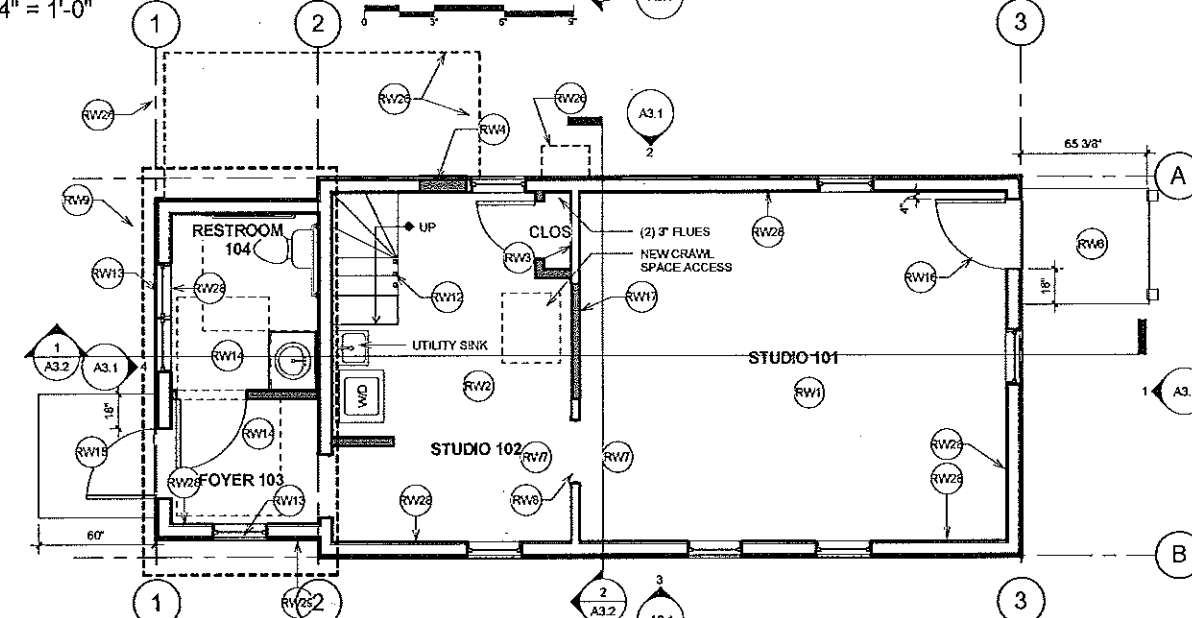
4 Metal Smith - North Elevation
1/4" = 1'-0"



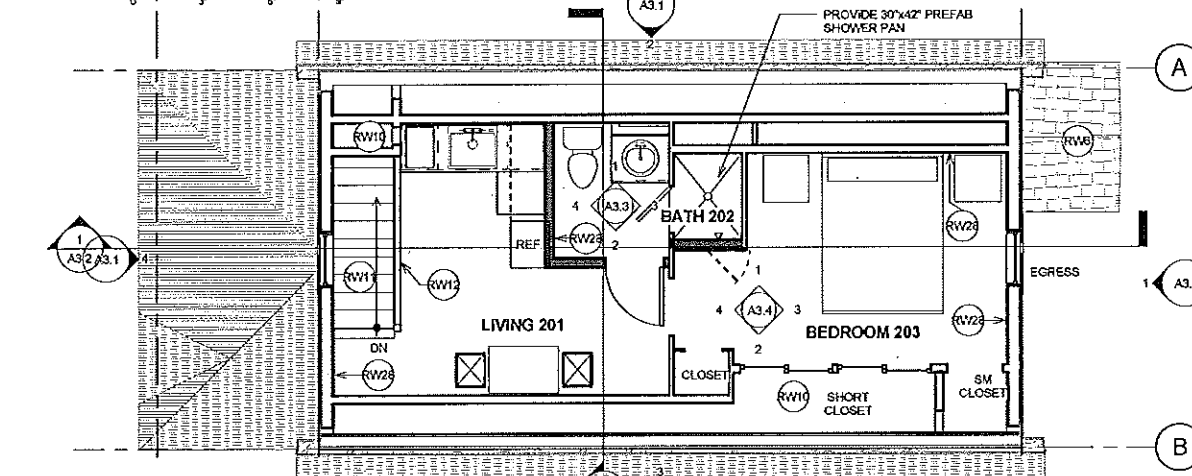
3 Metal Smith - South Elevation
1/4" = 1'-0"



1 New - Robert Whyte - Crawl Space
1/4" = 1'-0"



2 New - Robert Whyte - Main Level
1/4" = 1'-0"



3 New - Robert Whyte - Upper Level
1/4" = 1'-0"

Demo General Notes:

1. DEMO ALL <E> PLUMBING AND ASSOCIATED PIPING & EQUIPMENT.
2. DEMO ALL <E> MECHANICAL AND ALL ASSOCIATED DUCT WORK.
3. DEMO ALL <E> INTERIOR FINISH, PLASTER & LATH, R.S. PLANK FLOORING (U.O.N.), TRIM (U.O.N.), CEILING, CARPET, AND WAINSCOT (U.O.N.).
4. REMOVE <E> CHIMNEY, REPAIR SIDING WITH NEW W.D. SIDING TO MATCH ADJACENT.
5. REMOVE & SALVAGE <E> METAL PANEL ROOFING, REPLACE ANY DETERIORATED ROOF SHEATHING WITH NEW ROOF SHEATHING TO MATCH ADJACENT IN KIND.
6. PROTECT ALL <E> 1X DOOR AND WINDOW TRIM.

LEGEND:

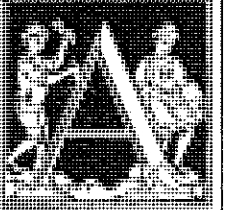
- = PROVIDE INSULATION BETWEEN EXISTING FLOOR JOIST, R-30
- = NEW 8\"/>

Robert Whyte - Keynotes

- RW1 REMOVE <E> R.S. LUMBER. VERIFY CONDITION OF FLOOR MATERIAL UNDER R.S. FLOOR & REPORT FINDINGS TO ARCHITECT. INTENT IS TO REUSE ORIGINAL FLOOR IF POSSIBLE.
- RW2 REMOVE <E> R.S. LUMBER.
- RW3 REMOVE AND SALVAGE <E> WAINSCOT TO STUDIO #2. WAINSCOT TO BE REINSTALLED WITH NEW CHAIR RAIL.
- RW4 REMOVE EXISTING DOOR, FRAME, AND THRESHOLD - IN-FILL OPENING TO MATCH EXISTING ADJACENT WALL CONSTRUCTION, INSTALL NEW EXTERIOR LAP SIDING TO MATCH EXISTING. INSTALL INTERIOR CHAIR FINISH.
- RW5 SHORE <E> PORCH. PROVIDE NEW FOUNDATION PER STRUCTURAL. REPAIR W.D. COLUMN BASE. PROVIDE 1/2\"/>

General Notes:

1. PROVIDE NEW 5/8\"/>



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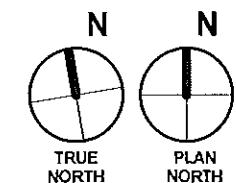
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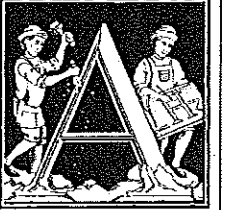
No.	Description	Date

Project Number	2012500
Issue	75% DD
Date	04/09/2013
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Scale	1/4" = 1'-0"

- ROBERT WHYTE -
Floor Plans

A3.0





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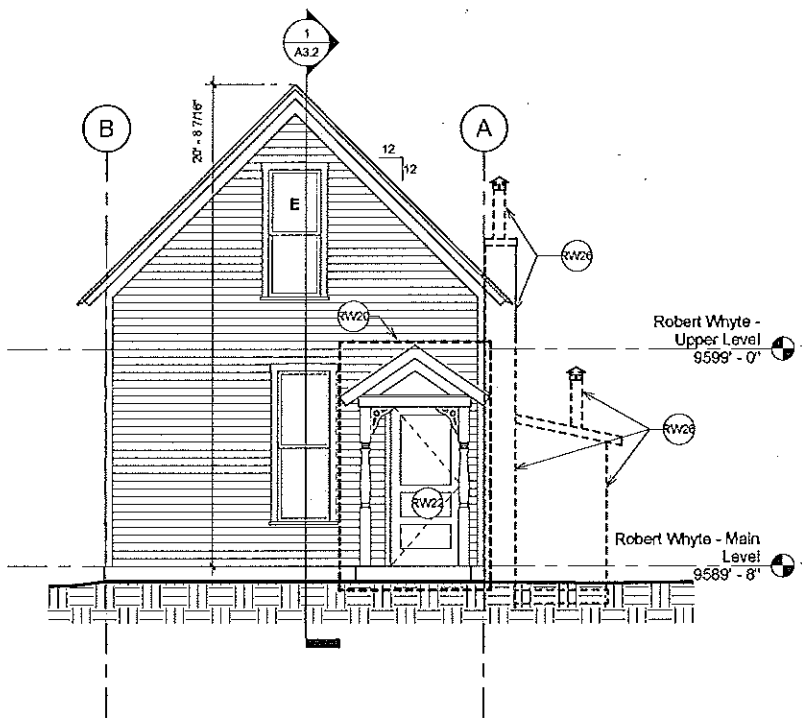
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No.	Description	Date

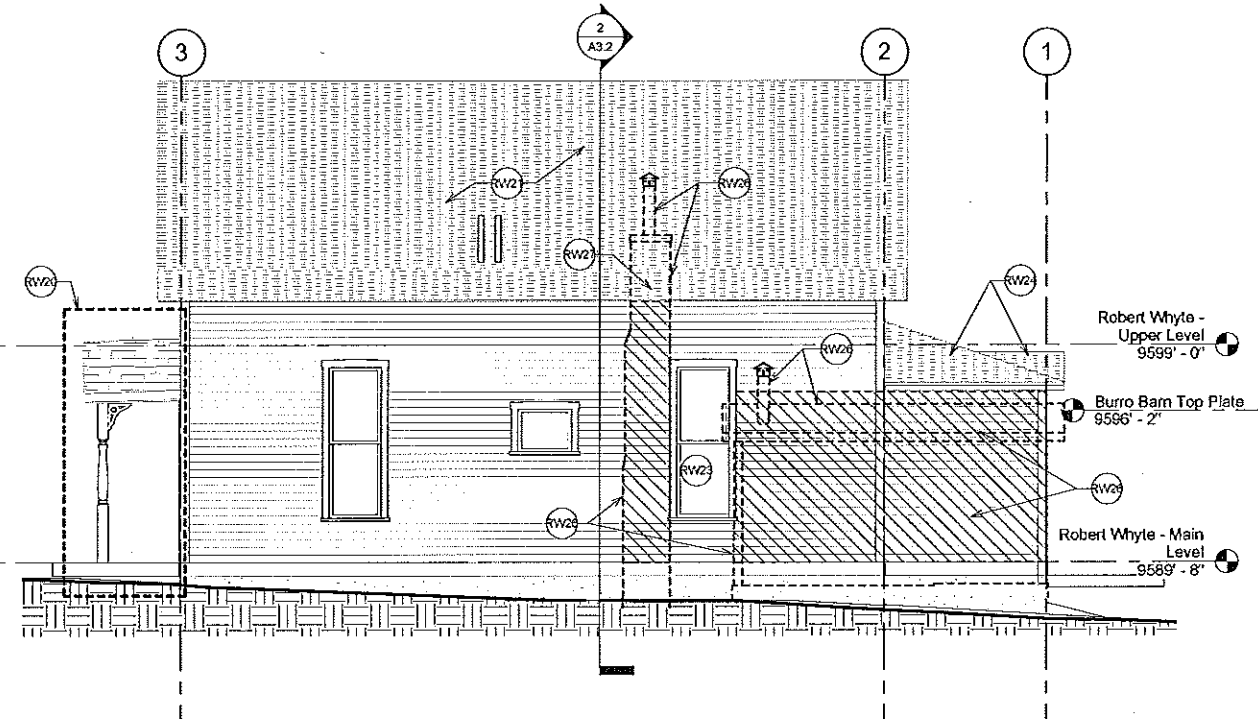
Project Number	2012500
Issue	75% DD
Date	04/09/2013
Drawn by	DAM
Checked by	AE
Scale	1/4" = 1'-0"

- ROBERT WHYTE -
Exterior Elevations

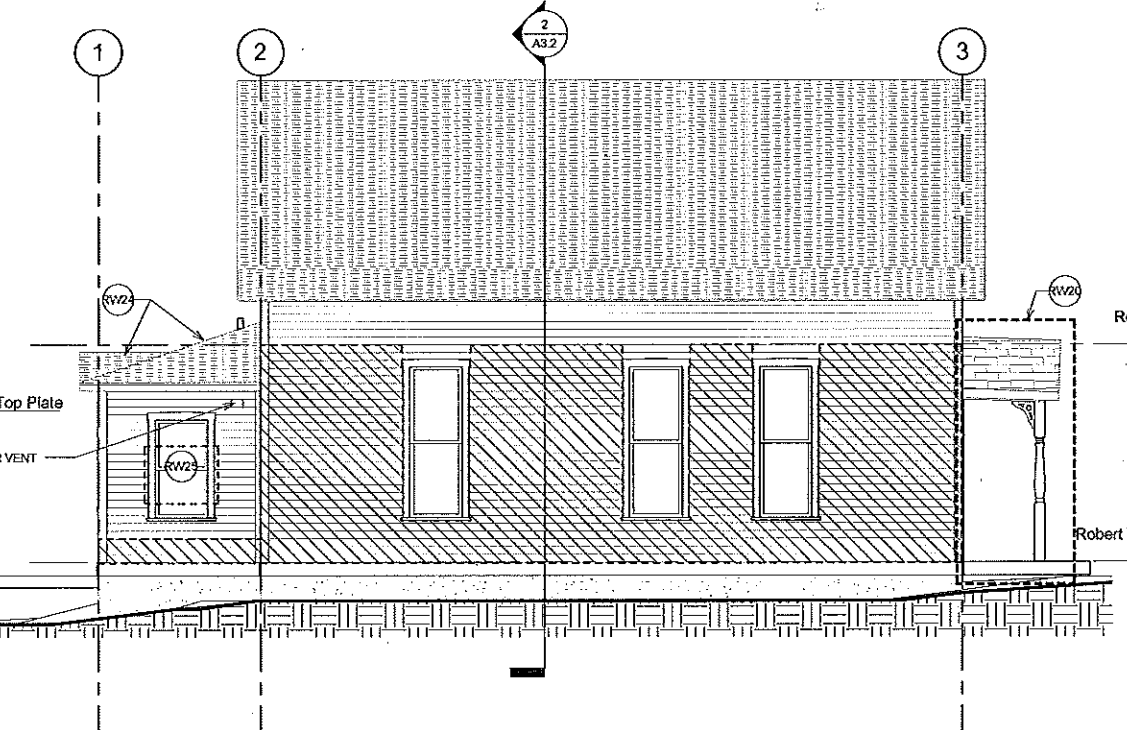
A3.1



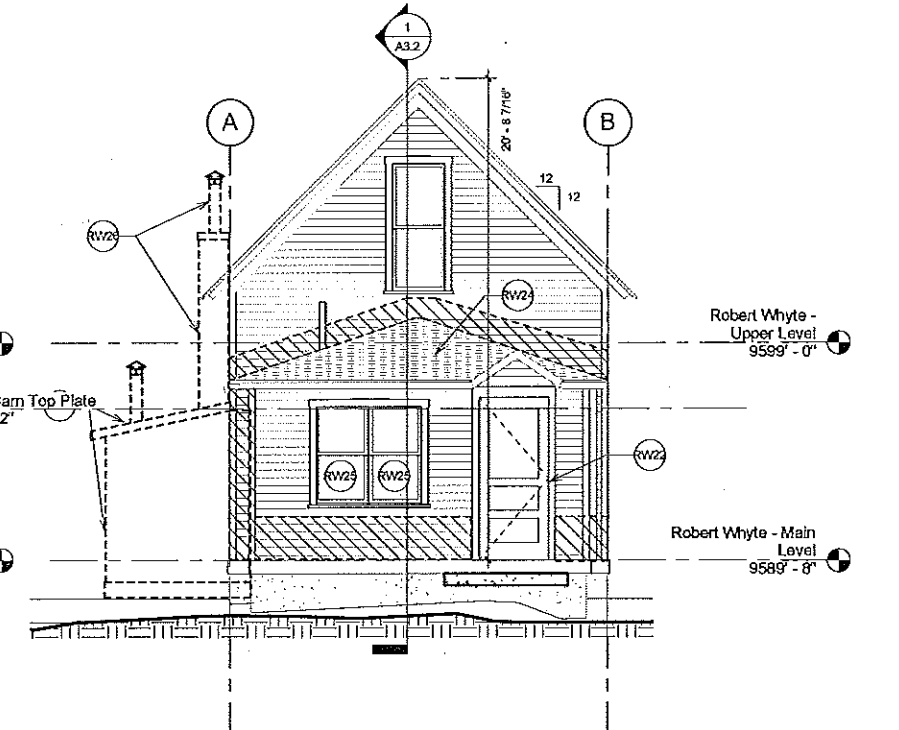
1 Robert Whyte - East Elevation
1/4" = 1'-0"



2 Robert Whyte - North Elevation
1/4" = 1'-0"



3 Robert Whyte - South Elevation
1/4" = 1'-0"



4 Robert Whyte - West Elevation
1/4" = 1'-0"

General Notes ~ Elevation:

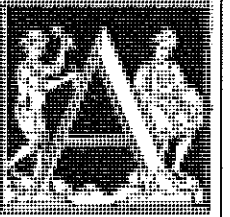
1. ALL EXTERIOR WOOD SIDING & TRIM TO BE SCRAPPED, SANDED & PAINTED. PERFORM PAINT ANALYSIS TO DETERMINE HISTORIC COLOR PALETTE.
2. PROVIDE NEW FLASHING AT ALL HORIZONTAL SURFACES, WINDOW TRIM, EAVES, RAKES, ETC.

LEGEND:

- REPLACE DAMAGED WOOD SIDING WITH NEW. MATCH <E> PROFILE AND EXPOSURE.
- ELEVATION KEY NOTES

Robert Whyte - ELEVATION KEYNOTES

- RW20 SHORE <E> PORCH DURING MOVE. PROVIDE NEW FOUNDATION PRE STRUCTURAL. REPAIR COLUMN BASE. PROVIDE NEW CONCRETE LANDING.
- RW21 REMOVE AND SALVAGE <E> ROOF. PROVIDE NEW CORRUGATED MTL ROOF. STABILIZE ROOF PER STRUCTURAL. PROVIDE NEW ICE AND WATER SHIELD OVER ENTIRE ROOF WITH NEW SLIP SHEET. PROVIDE NEW 1/2 LITE WOOD STILE AND RAIL WOOD DOOR.
- RW22 RE-OPEN EXISTING WINDOW LOCATION. REMOVE INTERIOR FINISHES AND REHABILITATE EXISTING WINDOW.
- RW24 REMOVE <E> ASPHALT SHINGLE. REPAIR DAMAGED SHEATHING. PROVIDE NEW ICE AND WATER SHIELD THROUGHOUT, WITH NEW CORRUGATED MTL ROOFING.
- RW25 REMOVE <E> MODERN WINDOW. PROVIDE NEW WD. DOUBLE HUNG WINDOW. PROVIDE PRIVACY FILM ON INTERIOR SIDE OF ENTIRE WINDOW IN RESTROOM.
- RW26 OUTLINE INDICATES REMOVAL OF EXISTING MASONRY CHIMNEY, AND SHED ADDITION AND ALL ASSOCIATED ELEMENTS.
- RW27 NEW ROOF STRUCTURE INFILL AT REMOVED CHIMNEY, NEW INFILL TO MATCH EXISTING IN KIND.



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No.	Description	Date

Project Number	2012500
Issue	75% DD
Date	04/09/2013
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Scale	1/4" = 1'-0"

- MIKOLITIS BARN -
Floor Plans

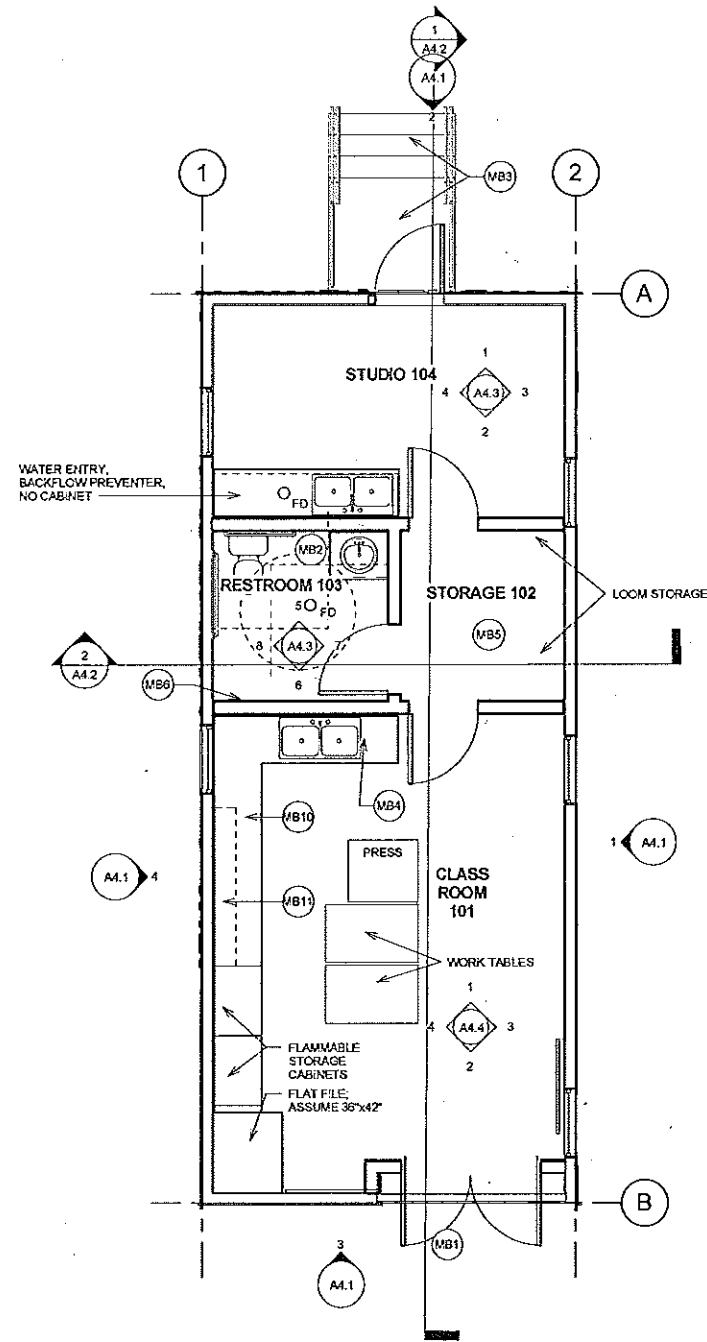
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General Notes:

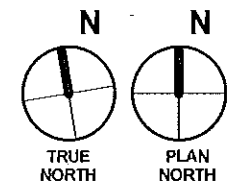
1. DEMO EXISTING FOUNDATION FRAMING AND FLOOR STRUCTURE TO ACCOMMODATE NEW CONCRETE SLAB ON GRADE PER STRUCTURAL. SALVAGE ALL W.D. FLOORING AND FLOOR STRUCTURE FOR RE-USE. NEW STEM WALL SHALL BE 8" TALL TO SET TOP PLATE TO 107'00".
2. NEW WINDOWS SHALL FIT IN <E> OPENINGS. CONTRACTOR SHALL VERIFY OPENING SIZE AND GEOMETRY. PROVIDE NEW CUSTOM W.D. CASEMENT WINDOWS TO FIT WITH IN <E> OPENINGS.
3. STAIN AND SEAL NEW CONCRETE FLOOR.
4. ALL <E> EXTERIOR WALL TO BE FILLED WITH SPRAY FOAM INSULATION. PROVIDE NEW G.W.B. FINISH.
5. <E> 2X SHEATHING CEILING TO REMAIN EXPOSED. PROVIDE NEW OVERFRAMING TO ACHIEVE R-48. FILL NEW FRAMING WITH SPRAY FOAM INSULATION.
6. USE SALVAGED W.D. FLOORS AS 42" TALL WAINSCOT. USE SALVAGED FRAMING TO CREATE NEW CHAIR RAIL.

Mikolitis Barn - Keynotes

- MB2 NEW ACCESSIBLE RESTROOM
- MB3 NEW W.D. FRAMED LANDING AND STAIR
- MB4 NEW 24" DEEP 42" TALL CABINETS WITH COUNTER TOPS. PROVIDE 1" BEAD 28" TALL UPPER CABINETS. CABINETS TO BE OPEN SHELVING WITHOUT DOORS.
- MB5 PROVIDE FRAMING ABOVE RESTROOM AND STORAGE FOR MECHANICAL AREA. PROVIDE G.W.B. CEILING.
- MB6 WALL MOUNTED WATER HEATER RE. MECH.
- MB10 COUNTER TOPS TO BE IMPERVIOUS AND CHEMICAL RESISTANT.
- MB11 (2) SETS LOCKABLE UPPER CABINETS.



① **New - Mikolitis - Main Level**
1/4" = 1'-0"





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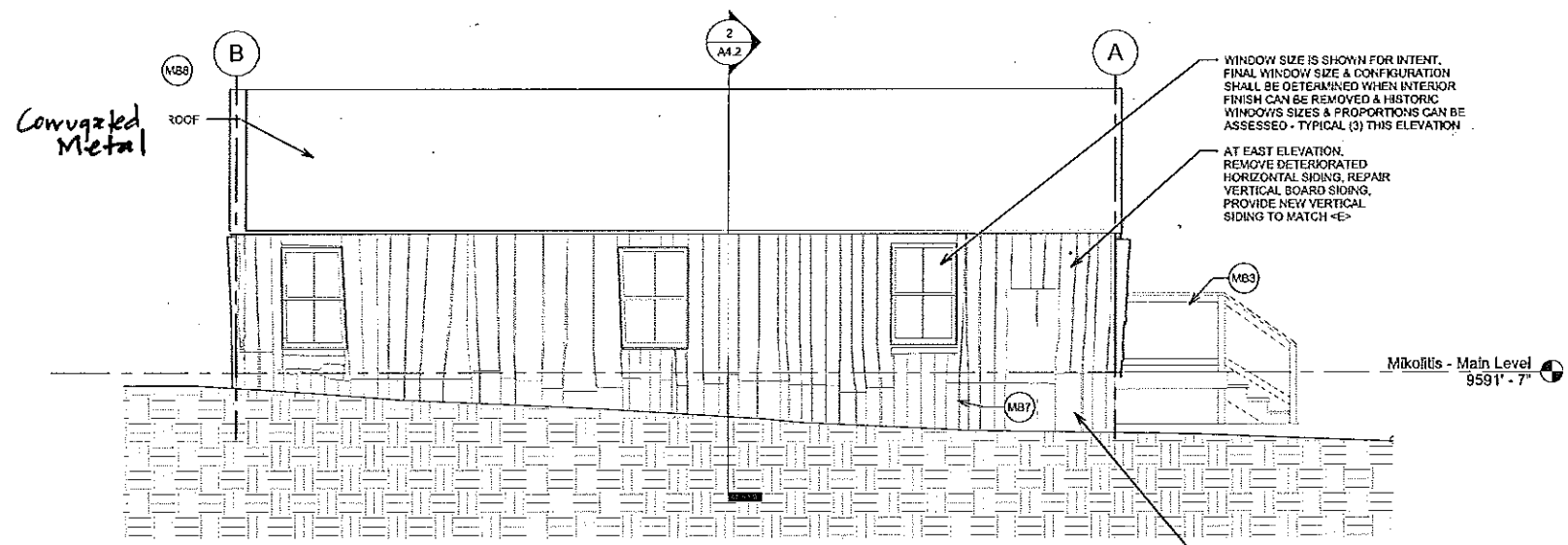
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No.	Description	Date

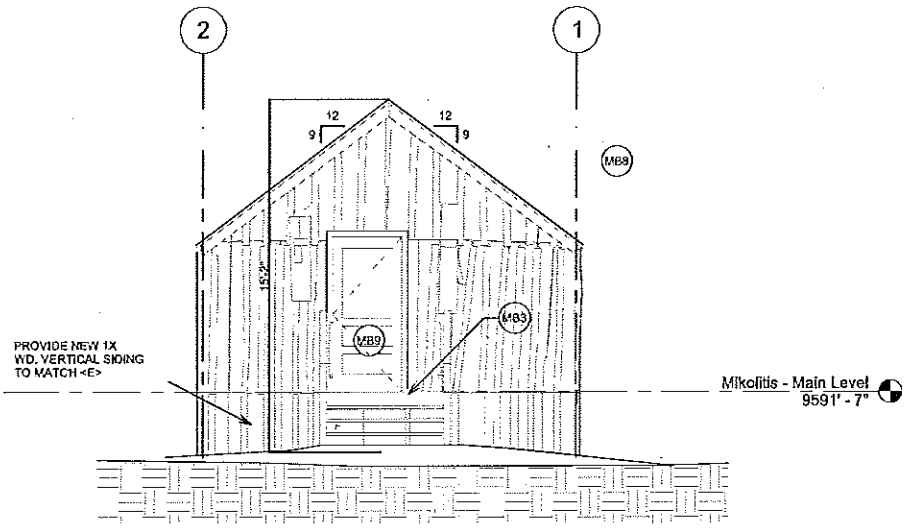
Project Number	2012500
Issue	75% DD
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Scale	1/4" = 1'-0"

- MIKOLITIS BARN -
Exterior Elevations

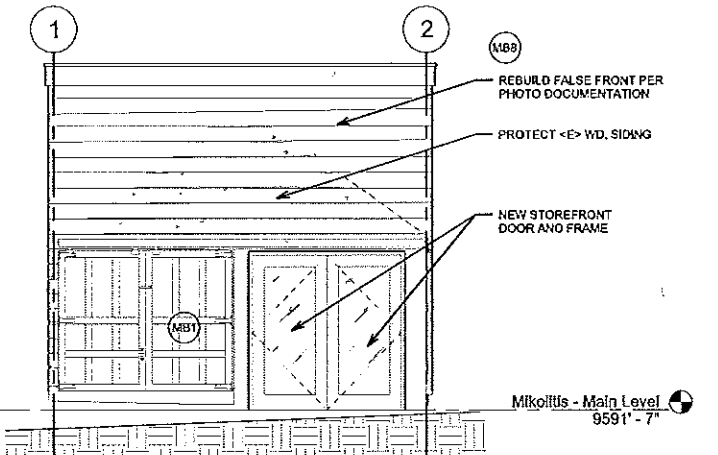
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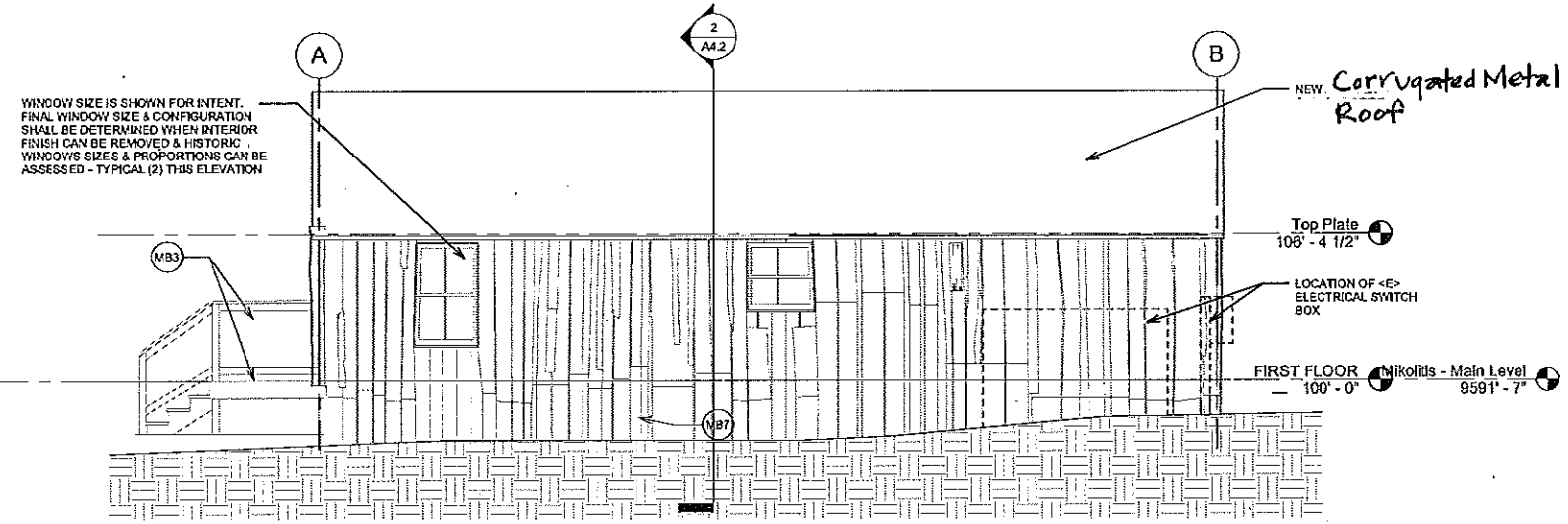
1 Mikolitis Barn - East Elevation
1/4" = 1'-0"



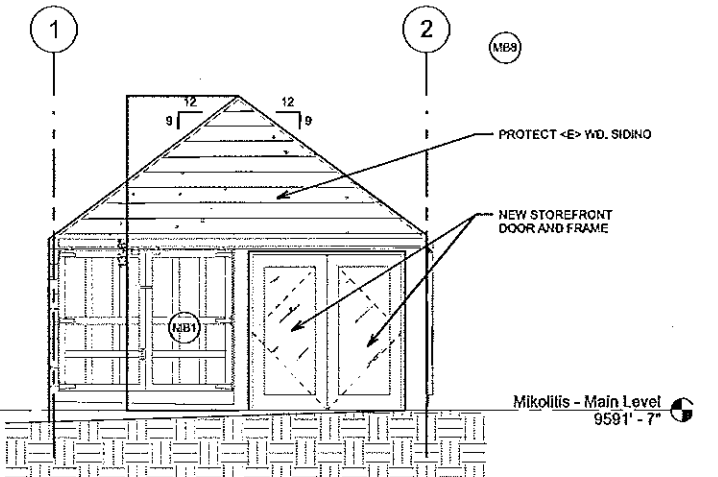
2 Mikolitis Barn - North Elevation
1/4" = 1'-0"



3 Mikolitis Barn - South Elevation / false front
1/4" = 1'-0"



4 Mikolitis Barn - West Elevation
1/4" = 1'-0"



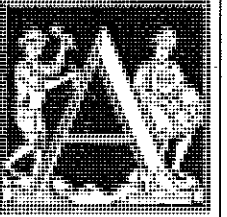
3 Mikolitis Barn - South Elevation
1/4" = 1'-0"

Mikolitis Barn - Keynotes

- M81 EXISTING WOOD DOORS TO BE REHABILITATED AND SECURED TO AN OVERHEAD TRACK. PROVIDE NEW STORE FRONT DOORS.
- M83 NEW WD. FRAMED LANDING AND STAIR.
- M87 PROVIDE NEW WOOD SIDING TO MATCH <E> AT NEW CONCRETE FOUNDATION.
- M89 PROVIDE NEW 1/2 LITE DOOR.

General Notes:

1. PROVIDE NEW ASPHALT SHINGLE ROOF.
2. PROVIDE NEW OVERFRAMING ON ROOF. FILL FRAMING WITH SPRAY FOAM INSULATION, PROVIDE NEW ROOF SHEATHING.
3. EXTERIOR WOOD SIDING TO BE REHABILITATED. SIDING THAT IS BEYOND REPAIR SHALL BE REPLACED IN-KIND. PROVIDE NEW SIDING TO MATCH <E> WHERE MISSING.



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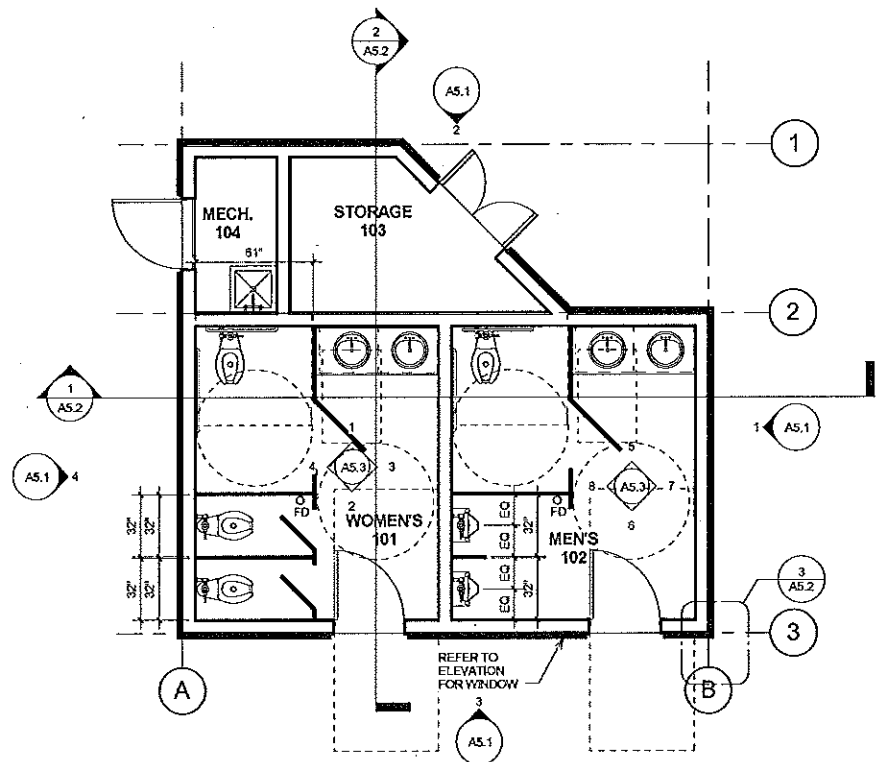
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No.	Description	Date

Project Number	2012500
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Scale	1/4" = 1'-0"

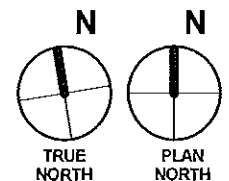
- BURRO BARN -
Floor Plans

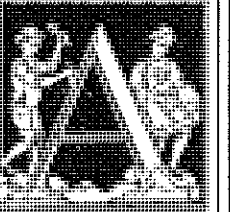
A5.0



① **New - Burro Barn - Main Level**

1/4" = 1'-0"





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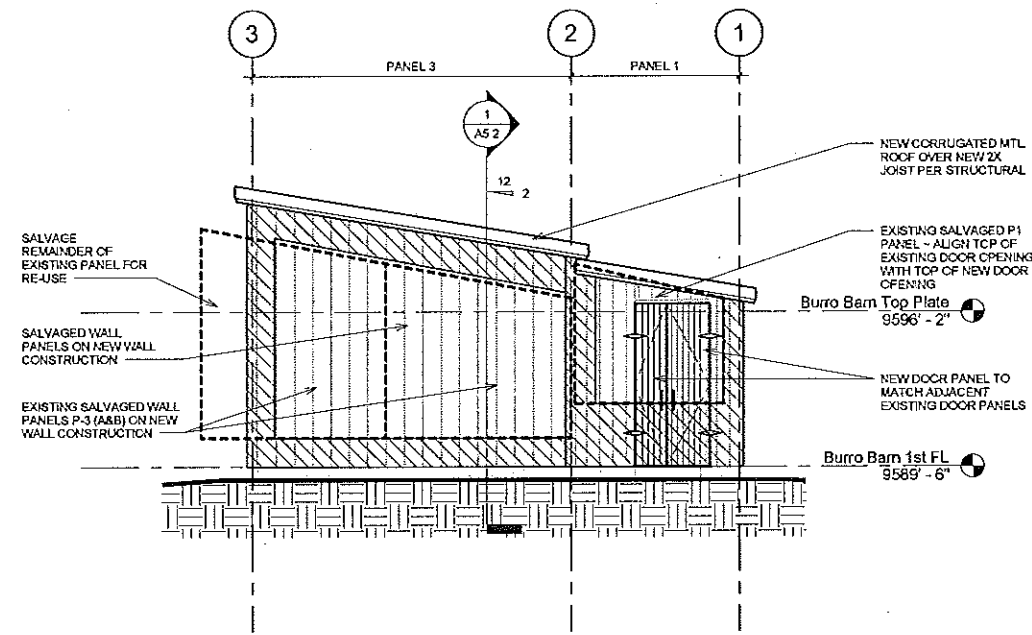
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No.	Description	Date

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Scale	1/4" = 1'-0"

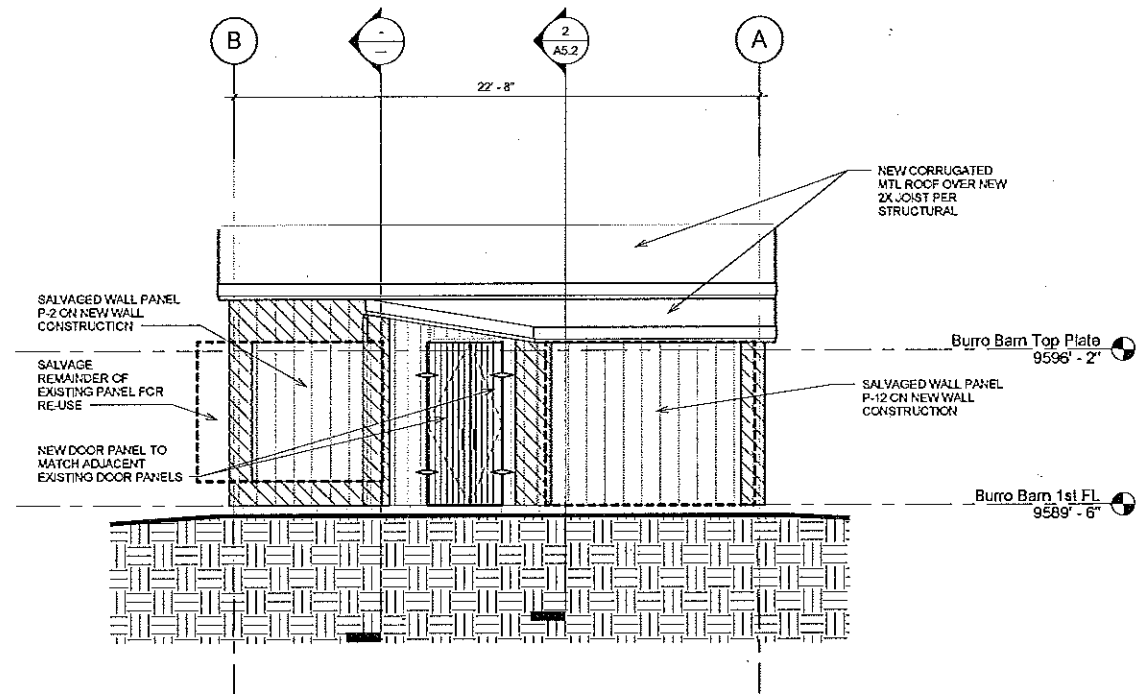
- BURRO BARN -
Exterior Elevations

A5.1



1 Burro Barn - East Elevation

1/4" = 1'-0"



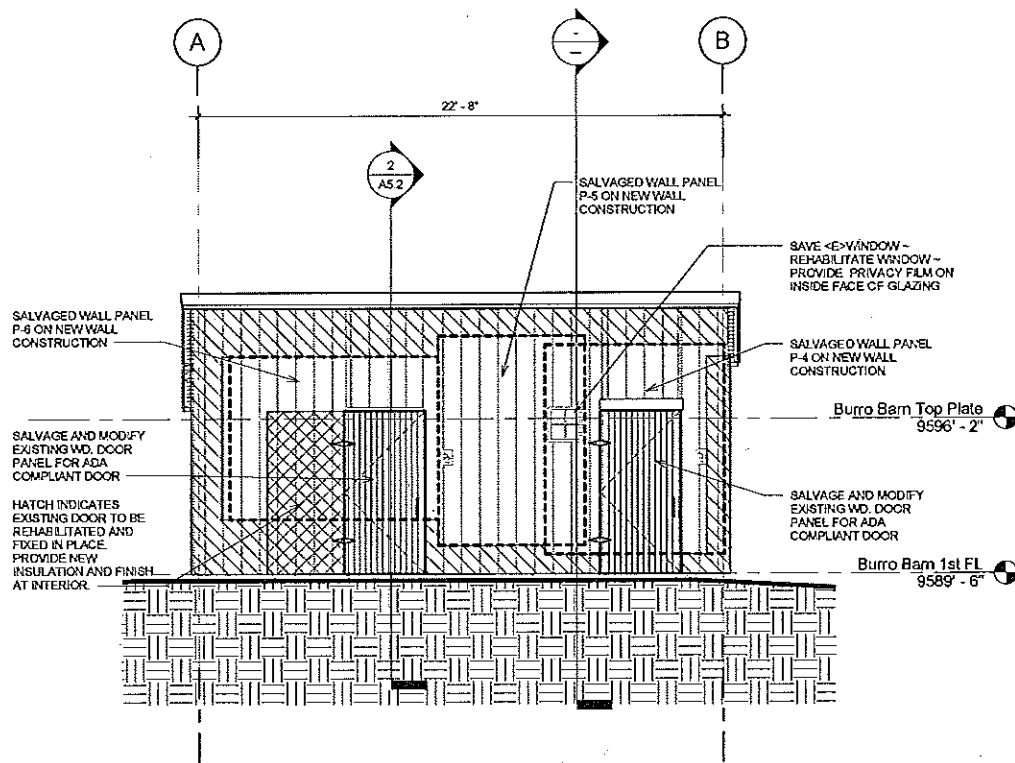
2 Burro Barn - North Elevation

1/4" = 1'-0"

LEGEND:

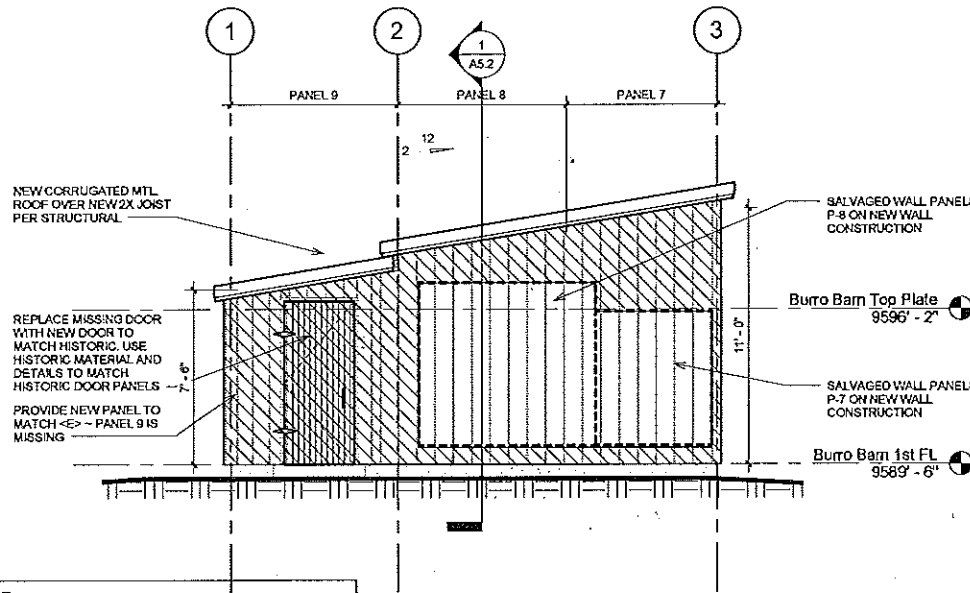


TO PROVIDE AN ACCESSIBLE COMPLIANT RESTROOM OR ACCOMMODATE MISSING PANELS OF SALVAGED BURRO BARN PANELS, PROVIDE NEW WD. SIDING TO MATCH <E> AT CORNERS, ENDS OF PANELS & AT MISSING PANEL 9. TWO INTERNAL PANELS WILL NOT BE USED. USE MATERIAL FROM THESE SALVAGED PANEL TO FILL MISSING SIDING



3 Burro Barn - South Elevation

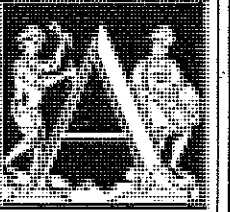
1/4" = 1'-0"



4 Burro Barn - West Elevation

1/4" = 1'-0"

NOTE:
<E> PANEL 12 IS 6'-8" HIGH. A NEW CONCRETE STEM WALL WILL PROVIDE ENOUGH HEAD HEIGHT FOR NEW ROOF STRUCTURE AND MECHANICAL



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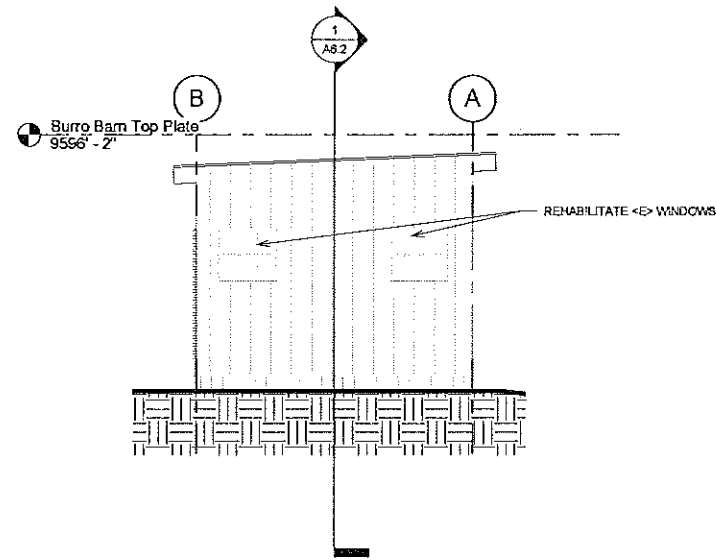
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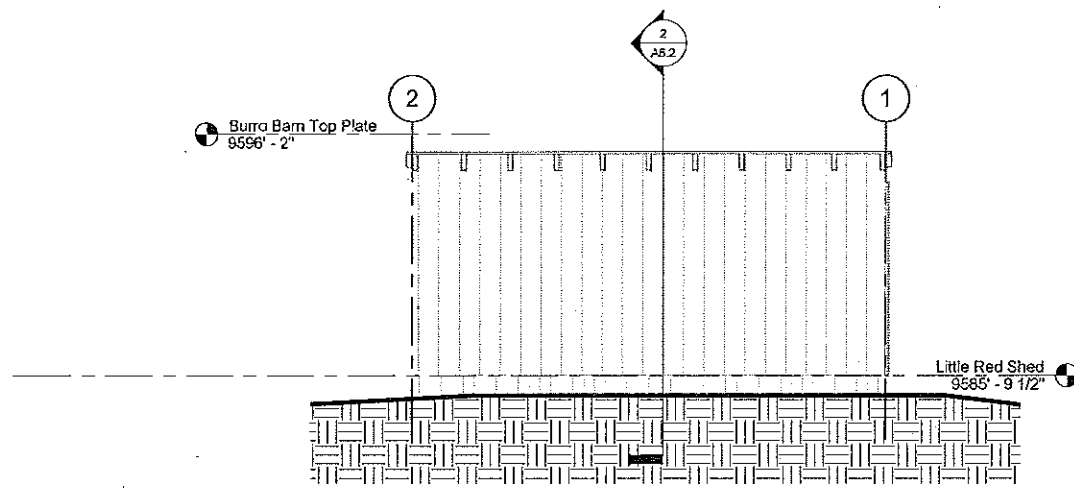
BRECKENRIDGE ARTS
DISTRICT

TOWN OF BRECKENRIDGE

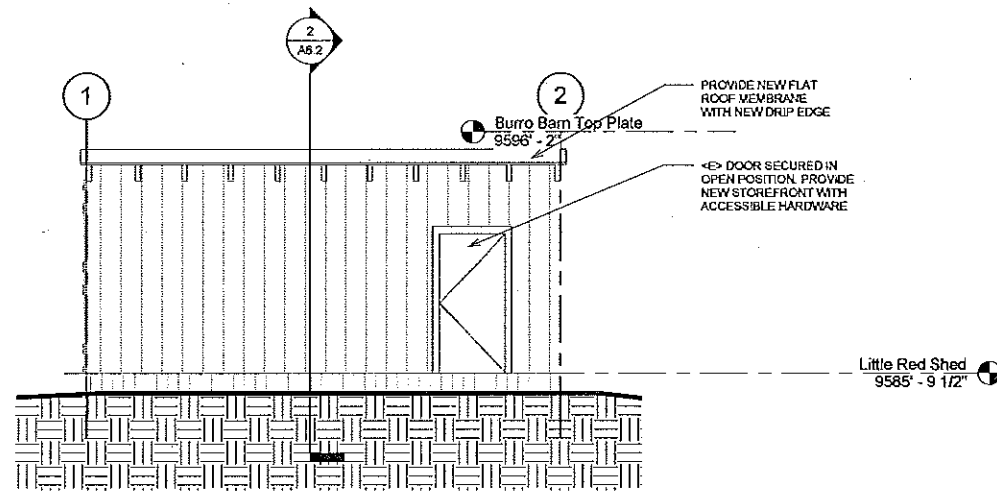
150 SKI HILL ROAD P.O. BOX 168 ~ BRECKENRIDGE, COLORADO 80424



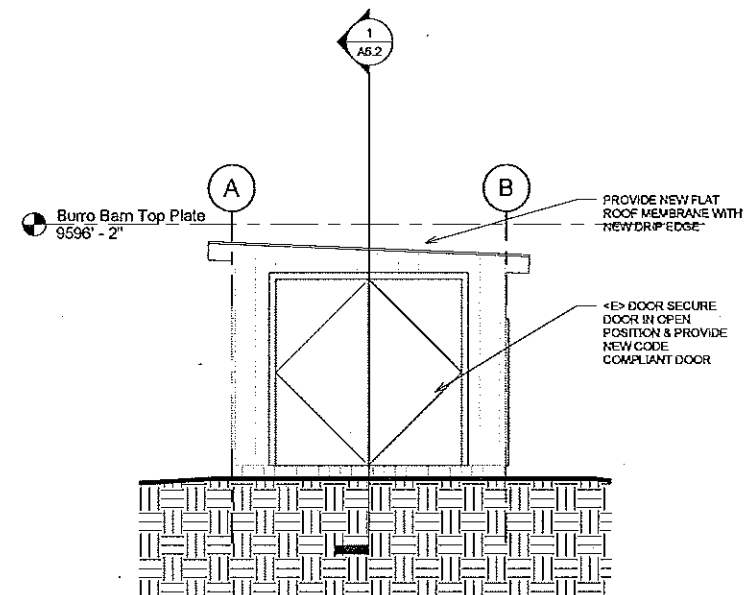
1 Little Red Shed - East Elevation
1/4" = 1'-0"



2 Little Red Shed - North Elevation
1/4" = 1'-0"



3 Little Red Shed - South Elevation
1/4" = 1'-0"



4 Little Red Shed - West Elevation
1/4" = 1'-0"

No.	Description	Date

Project Number	2012500
Issue	75% DD
Date	04/09/2013
Drawn by	Author
Checked by	Checker
Scale	1/4" = 1'-0"

- LITTLE RED SHED -
Exterior Elevations

A6.1

SITE ELEMENTS



PAVING



LANDSCAPE CONCEPTS





MEMORANDUM

TO: Town Council
FROM: Chris Neubecker, Current Planning Manager
DATE: April 2, 2013
SUBJECT: Parking Structures – Gondola Lots Master Plan

The approved Gondola Lots Master Plan includes two parking structures, a hotel, two new streets, a new transit/skier services building and bus loading area, a mixed use building, and townhomes. The plan is designed to improve the pedestrian experience by moving the bus loading area away from the gondola plaza, improve transit service, create a space for public gathering, accommodate Ski Area day skier parking requirements, celebrate the Blue River, and create an iconic hotel with conference space in the core of town. Connections from the mountain are provided by the existing ski back, and connections to Main Street are planned by new pedestrian and vehicle bridges.

The plan was developed as a partnership between Vail Resorts and the Town of Breckenridge, without regard to existing property lines. This allowed for good site planning and the best experience for the public. Business issues such as new property lines, maintenance of the transit center and restoration of the Blue River were put on hold for future discussions.

The parking structures were planned to accommodate the existing parking for the two surface parking lots nearest the gondola (North Gondola Lot and the South Gondola Lot). The parking structures were located to provide convenient access to the gondola, as well as proximity to downtown at the end of the ski day. Vail Resorts has an agreement with the Town to accommodate parking for 1,560 vehicles in the two gondola lots, plus the Gold Rush Lot.

Per Parking Agreement:

North Gondola Lot	490 vehicles
South Gondola Lot	550 vehicles
Gold Rush Lot	520 vehicles

Alternate locations for the parking structures were considered in various design concepts, including:

- All parking at the north end of the site, adjacent to French Street
- Parking at the southeast corner of Park Avenue and Watson Avenue (with hotel near 1st Bank)
- Parking on Gold Rush Lot

The approved plan is designed to minimize walking distance to the gondola, without pedestrians crossing Park Avenue, and to minimize walking distance to Main Street. Some other issues to consider for alternate parking structure locations include the impact of concentrating all parking in one area, and the ability to obtain CDOT access permits should also be considered with any plan change.

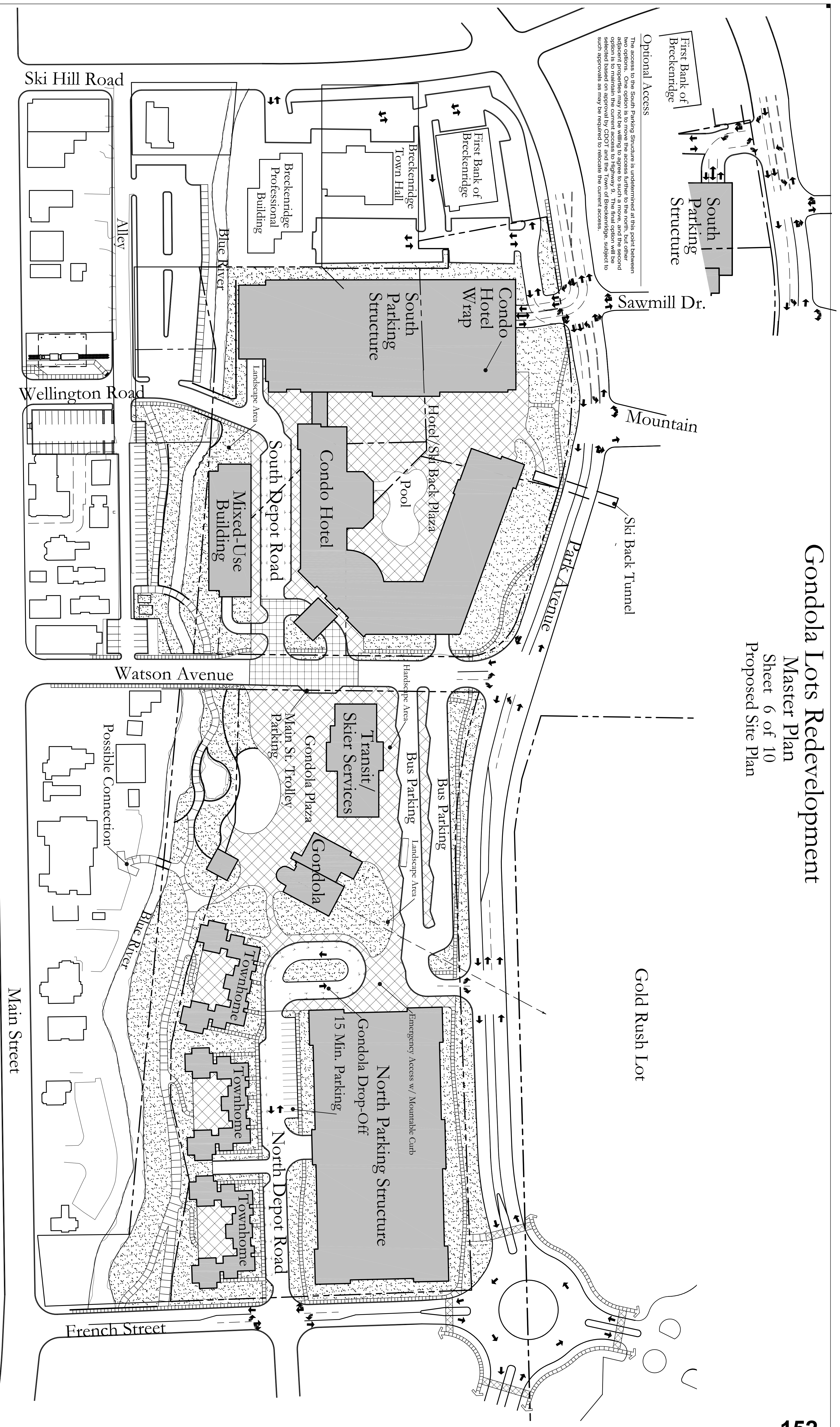
Staff will be available to hear feedback from the Town Council during the work session on Tuesday afternoon.

Gondola Lots Redevelopment

Master Plan

Sheet 6 of 10

Proposed Site Plan



Vehicular Circulation and Turn Movements

Prior to the issuance of any Class A, B or C development permit for any development within the master planning area, Applicant shall obtain approval from the Colorado Department of Transportation (CDOT) for the proposed access onto State Highway 9 (Park Avenue).

All roadway widths, turn lanes, acceleration/deceleration lanes, and turn movements are conceptual. The proper widths, lengths, and size of all proposed roadways and roadway modifications will be designed at time of construction to adequately meet the intent of the Master Plan, as well as best practices and engineering standards. Any major changes in the main access points to the project will require approval by the Town of Breckenridge.

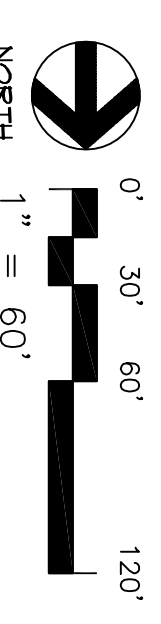
South Depot Road and North Depot Road will be private roads, built and maintained by Vail Resorts. The Transit area and bus bays will be maintained by the Town of Breckenridge.

Master Plan

This Plan is conceptual. The final location of buildings is subject to change depending upon the final design of the buildings and outdoor spaces. Delimitation areas, the Blue River relocation, and final building sizes will all influence the final design.

Submission Date: 4-3-09

NO.	BY:	DATE:	REVISIONS:
1		5.14.09	Planning and Zoning Review
2		10.04.09	Planning and Zoning Final
3		11.19.09	Planning and Zoning Final





MEMORANDUM

TO: Town Council

FROM: Glen Morgan, Chief Building Official

DATE: April 9, 2013 for meeting of April 23, 2013

SUBJECT: Building and Electrical Code Updates

The Building Codes currently adopted by the Town are the 2006 International Code series and the 2008 National Electric Code. The International Code series is published and updated by the International Code Council on a three-year basis. The Town Council typically adopts these Codes at some point after they are published. However, the Council has the authority to amend and delete any provisions in the published codes as deemed locally appropriate. The 2012 series of International codes are the most updated published codes. The Electrical Code is published by the National Fire Protection Agency and the 2011 Code is the latest published edition. The Sustainable Building Code adopted by Council in June 2008 is a locally developed code. Building Division staff has been working with other building department staffs in the County to understand the ramifications of the code changes prescribed by updated versions of the International Code and the Electrical Code.

We have also been working with groups such as the Summit County Builders Association, High Country Conservation Center, the Fire Districts, and a number of designers/architects to inform the building community of the potential code changes and to invite their feedback and technical considerations. The meetings with the Builders Association have included two invitational speaker engagements with a combined attendance of more than 130 members each of which were devoted to discussing the new codes and allowing time for member feedback and comments.

Although staff will be recommending that the Council adopt the updated versions of the International Code and Electrical Code, we will also be recommending that the Council consider a number of local amendments. These local amendments predominantly address the Town's unique character, climatic conditions, the building community's feedback along with the necessary local administrative provisions. The substantive provisions of the codes typically

remain intact as they have been developed at a national level and reflect the latest materials and methods of construction.

As written the 2012 International Building, Residential and Energy Conservation Codes contain a number of new more restrictive or aggressive provisions that if adopted will have significant impacts on the construction industry and resultant structures. Those new provisions warrant careful consideration by the community and Council prior to adopting or amending them.

It is the goal of this work session to inform Council of these hot button issues and to discuss the feedback that has been received.

The general direction the code has taken is to increase the energy performance of structures through tighter, better insulated thermal envelopes and to add fire suppression.

The following are the more impactful changes between the 2006 and 2012 code series:

1) **Sprinklers.** The 2012 International Residential Code (IRC) requires all structures to be provided with an automatic fire sprinkler system. The types of systems required are designed to allow time for the residents to escape the building. They are not designed to protect the structure from burning to the ground. This requirement is generally considered to be more applicable to rural areas with volunteer fire fighters. Breckenridge has well trained, well equipped, and well financed professional fire personnel on call 24/7. Professionally manned fire districts are able to respond quickly to all types of fire events as opposed to rural volunteer brigades that need to first stop what they are doing, report for duty at the fire station then respond when all of the required team has assembled. The fire code as currently adopted requires fire sprinkler systems for all homes over 6000 sq/ft. The Red White and Blue Fire District have indicated they are generally supportive of fire suppression in homes however they do see a number of operational and design issues with the code as written and the systems as proposed. Therefore they will support an amendment that reduces the current 6000sq/ft threshold to 5000sq/ft in lieu of requiring all homes to be protected by fire sprinklers. This reduction in the current threshold is based on the lighter weight engineered framing materials that are more commonly used these days as opposed to the framing lumber of the past that was used when the 6000sq/ft threshold was set. Staff supports this amendment.

2) **Energy Efficiency.**

- **Exterior wall insulation.** The 2012 code, as written, requires a min R 38 roof, R20 wall cavity and 1" of foam insulation to be installed at the exterior of residential structures (under the siding). The installation of the foam at the exterior of the building is known to cause condensation in the wall and other constructability issues when used as a standalone path to increased wall insulation. Exterior foam sheathing reduces conductive heat loss though the framing materials and is a valuable tool in performance construction when it is combined with careful professional wall design. Due to the potential problems associated with mandating the use of exterior foam insulation staff recommends allowing an alternative prescriptive option which permits an

R23 blown insulation system be installed in wall cavities accompanied with a minimum R 49 roof, in lieu of the 1” of exterior foam. Energy modeling has indicated the performance of this alternative is within a few percentage points of a building with an R20 wall cavity, R 5 exterior and R38 roof.

- **Min 3.125 R (0.32U) value Fenestrations (windows doors).** As proposed the 2012 Code calls for a 0.265 R value increase for all windows and doors. This is a relatively small increase in insulation value when it is compared to walls at R 23 however it comes with a higher price tag and a reduction in the amount of solar heat gain a window allows into a building during daylight hours. Due to the minimal cost to savings ratio of this change staff recommends Council consider leaving the fenestration R value requirement of 2.86 R (.35 U) unchanged in the 2012 Code adoption.
 - **Whole house ventilation systems.** The code requires that ventilation systems be installed in all new homes due to the increased air sealing requirements. The tighter structures will be mandated by the upgraded energy code. Homes will need to be provided with ventilation systems that provide outside air to the building. This ventilation can range from a simple, continually exhausting fan in an upstairs bathroom, to a whole house Heat Recovery Unit. Staff supports this change as it ensures a healthier indoor environment.
 - **Blower door test.** Per the 2012 IRC, all homes will be required to pass a minimum air leakage standard through a blower door testing. Air leakage testing will have a construction cost impact of \$150 to \$300 and a potential cost benefit to the home owner of hundreds of dollars a year when compared to a leaky house. Staff supports this code change subject to the test being performed by certified testers at or around the framing or drywall stage of construction.
- 3) **Drywall in Crawlspace, R501.3.** The 2012 code requires crawlspaces and unfinished basements framed with engineered joists to be protected with ½” gyp at the underside of the floor system when that crawl space is used for storage. The drywall is to protect fire fighters from floor system collapse in a fire event. Staffs experience is that most crawlspaces are used for storage. After consult with the fire districts, staff recommends re-wording the code to require dry wall on the underside of crawl spaces having a height of 4 feet or greater..
- 4) **Radon Mitigation.** Radon is a naturally occurring, undetectable gas given off by decaying uranium. It is the second leading cause of lung cancer, and first in non-smokers in the U.S. Breckenridge is in a ‘Red Zone’, which is the highest of the three zones listed by the EPA. Currently the building code does not require radon resistant construction. Staff recommends that standards for radon resistant construction be included in the mandatory provisions of the code.
- 5) **Sustainable Building Code (SBC).** The existing Sustainable Code is thought to be overly complex and a number of areas covered by this code have now been addressed in

the 2012 International Energy Conservation Code. A draft of a simplified Sustainable Building Code has been prepared by the County Wide Sustainable Building Advisory Group and staff will be recommending it's adoption along with a requirement that all larger residential occupancies be required to meet and receive certification under LEED, green globes or other approved nationally recognized green building program. Commercial construction such as retail, restaurants etc are required to meet the robust requirements of the 2012 Energy Conservation Code.

One other item of note will be the inclusion of the Fire Wise Task Force recommendation for a minimum Class A roof assembly. Class A roof assemblies are the highest fire rating available for roofing shingles. In accordance with Councils acceptance of the task force recommendations in January 2011 this requirement has been enforced from that date as a Town Building Division policy without any concern or pushback and will be recommended for inclusion in the latest Code adoption and amendments.

The builders are generally in support of the direction staff is taking with most of the issues discussed above. However, some builders still have concerns with the new sprinkler requirements. Staff will be available at the work session to discuss the feedback we have received from the design community and clarify technical impacts and limitations.

Council Direction

This work session is intended to familiarize the Council with some of the issues related to the code adoption and amendment process we will be undertaking. Staff intends to continue to work with the building/design community and fire district to address these issues. We will be bringing the code amendments back to Council for formal adoption at a future meeting. Staff looks for the following initial input from Council:

- Are there questions or points of clarification on the issues outlined that staff can provide?
- Does the Council have any initial feedback on the issues outlined?



MEMORANDUM

TO: Town Council

FROM: Chris Neubecker, Current Planning Manager

DATE: April 16, 2013 (for meeting of April 23, 2013)

SUBJECT: Street Use License: Permit Renewals
Breckenridge Bike Bus (Curt Cavnar)
Breckenridge Stables Horse & Carriage (Brad Bays)

Breckenridge Bike Bus

Curt Cavnar has submitted an application to renew the permit for his existing Bike Bus operation. The operation, on which up to 16 people ride and pedal to provide power to the “bus”, runs primarily through the Conservation District on Ridge Street and Main Street, with stops also planned at Beaver Run. In addition, the Bike Bus will be used for special events, weddings, private functions, birthday parties, and pub tours, which may on occasion take the Bike Bus off the standard route.

The original permit for the Bike Bus expired on October 11, 2012. The new Street Use License ordinance allows a permit renewal for applications received at least 45 days prior to the permit expiration date (without requiring a public hearing). The ordinance also allows the Town Manager to waive the 45 day time requirement if the applicant demonstrates an adequate reason. No particular reason has been presented, but I believe that the bike bus did not operate over the winter, and the applicant was in no hurry to renew the permit.

The primary loading location of the Bike Bus is the Breckenridge Mountain Lodge, at 600 S. Ridge Street.

Horse and Carriage

Breckenridge Stables (Brad Bays) has submitted an application to renew the permit for the horse and carriage operation in the historic district. The operation, which includes two draft horses pulling a carriage that can hold up to 9 people, runs primarily through the historic district, but on occasion will leave the historic district for special events, weddings, etc.

The most recent permit for the horse and carriage expired on December 13, 2012. Mr. Bays contacted staff before the previous permit expired expressing an interest to renew the permit. Due to adoption of the new Street Use License ordinance, additional submittal materials were required and the complete application was received on February 15, 2013.

The primary loading location for the horse and carriage is at 203 S. Main Street, in front of the Breckenridge

Welcome Center. Since changing to this new location last year, we have received no negative feedback on the location or operation. Mr. Bays has also indicated that this location works well for his business.

Referrals

As required by the new Street Use License ordinance (Ordinance 29, Series 2012), I have referred these permit renewals to the Police Department, Streets Department, Transit Department, and Community Development. I have received input from each department and each had no concerns with renewing the permits in the same locations and with the same conditions of approval. No changes are proposed to either operation from the past year.

One issue was raised by the Police Department during the summer of 2012 about the Bike Bus parked on the north side of Watson Avenue, just west of Main Street. This issue was fixed after staff contacted Mr. Cavnar.

Next Steps

If the Council would like a public hearing with public notice for either of these permit renewals, we will schedule the hearing for a future Town Council meeting. However, because these are permit renewals, public hearings are not required. Please let staff know if you would like a public hearing. Otherwise, we will renew these permits administratively.

Memorandum

TO: Town Council

FROM: Tom Daugherty, Public Works Director

DATE: April 17, 2013

RE: 2013 Water Restrictions

As you know, Summit County and Breckenridge has had snowfall totals less than normal for the last two winters. As of April 9, 2013 the SNOTEL sites show the information in the following table for sites near the Upper Blue River watershed:

9-Apr	SWE % of Median for April 9	SWE % peak median	Precipitation % of average to date
2013	73	68	84
2012	44	41	73

SWE = Snow Water Equivalent

These numbers indicate that this year has more water stored in the snow pack than last year for April 9 and that we would expect runoff to be slightly better. The overall Upper Colorado Headwaters numbers are similar to the Blue River numbers.

Other Summit County communities are only considering voluntary restrictions at this time and some of the Front Range communities have already enacted mandatory restrictions.

The Water Division is planning on providing flyers and mailings encouraging water conservation regardless of any restrictions. We also have a person going to the local elementary schools in conjunction with Xcel Energy to discuss conservation with the children. This includes a conservation kit to take home that includes aerators to restrict flow from the faucets, rain gauges to measure lawn watering amounts among other small conservation devices.

I have included a conservation plan which is something we used in 2002 to determine restrictions based water flow in the River. If precipitation continues like March and April we expect flows to be better than last year and 2002.

Options for this year could include:

1. Continued and increased conservation by asking for voluntary restrictions consistent with phase one in the attachment without any increase to excess usage rates. This would also include education to users through mail and advertisements.
2. Implement phase one restrictions. Typically we do not implement this phase unless we are below 20 cfs.

Staff will be available to discuss potential water restriction options at the work session.

Town of Breckenridge Water Restrictions

Described below is a three stage plan for implementation of water restrictions that will apply to Town of Breckenridge water system customers. Please take note that these restrictions will apply to all Breckenridge water users, including out-of-town users.

Ordinance No. 22, Series 2002, adopted July 23, 2002, provides the authority for the Town to implement certain temporary water conservation and restriction measures as needed from time to time.

STAGE 1

(This stage would become effective at less than 20 CFS inflow to the Tarn, and the Town would provide a two-week advance notice of the actual effective date.)

- 1 Outside watering would be permitted only three days/week during the hours of 6:00 P.M. – 9:00 A.M. for a maximum of three hours/day. An east or west side of Main Street or Hwy 9 approach is recommended for ease of enforcement:
 - a) East side of Main or Hwy 9, Sunday, Wednesday, and Friday
 - b) West side of Main or Hwy 9, Tuesday, Thursday, and Saturday
 - c) No watering on Mondays
 - d) These restrictions also apply to new lawns and landscaping.
 - e) These restrictions also apply to public schools and the athletic fields that they maintain.
 - f) Irrigation system audits by a qualified professional are suggested to find and correct inefficiencies of irrigation systems.
- 2 Exceptions:
 - a) Flowers, plants, and gardens can be watered anytime on any day by drip irrigation or by hand (only with a watering can or a hose with a shut-off nozzle).
 - b) Personal vehicle washing is permitted only with a bucket or a hose with a shut-off nozzle at anytime on any day, if the vehicle is pulled onto the lawn area. (That is, personal vehicle washing is not permitted in driveways).
- 3 Sidewalks, Driveways, and Parking Lots
 - a) We recommend sweeping or shoveling. Washing of parking lots and driveways off a Town hydrant is prohibited.
 - b) Whether or not restrictions are enacted, bulk sales of Town water will not be provided for washing of parking lots. Other bulk water sales will be considered on a case-by-case basis by way of a permit system.
 - c) Citizens will not be permitted to use their own water/hose for this sort of washing. The options for cleaning parking lots include sweeping, shoveling, and the use of mini-sweepers.
- 4 Restaurants shall not serve water unless specifically requested
- 5 Excess usage fees could be increased up to \$5.00/1,000 excess gallons.

STAGE 2

(This stage would become effective at less than 10 CFS inflow to the Tarn, and staff would provide a two-week advance notice of the actual effective date.)

- 1 Outside watering would be permitted only two days/week during the hours of 6:00 P.M. – 9:00 A.M. for a maximum of three hours/day. An east or west side of Main Street or Hwy 9 approach is recommended for ease of enforcement:
 - a) East side of Main or Hwy 9, Sunday and Wednesday
 - b) West side of Main or Hwy 9, Tuesday and Saturday
 - c) No watering on Mondays, Thursdays, and Fridays
 - d) These restrictions would also apply to public schools and the athletic fields they maintain.
 - e) These restrictions also apply to new lawns and landscaping.
 - f) Irrigation system audits by a qualified professional are suggested to find and correct inefficiencies of irrigation systems.
- 2 Exceptions:
 - a) Flowers, plants, and gardens can be watered anytime on any day by drip irrigation or by hand (only with a watering can or a hose with a shut-off nozzle).
 - b) Personal vehicle washing is permitted only with a bucket or a hose with a shut-off nozzle at anytime on any day, if the vehicle is pulled onto the lawn area. (That is, personal vehicle washing is not permitted in driveways).
- 3 Sidewalks, Driveways, and Parking Lots
 - a) We recommend sweeping or shoveling. Washing of parking lots and driveways off a Town hydrant is prohibited.
 - b) Whether or not restrictions are enacted, bulk sales of Town water will not be provided for washing of parking lots. Other bulk water sales will be considered on a case-by-case basis by way of a permit system.
 - c) Citizens will not be permitted to use their own water/hose for this sort of washing. The options for cleaning parking lots include sweeping, shoveling, and the use of mini-sweepers.
- 4 Restaurants shall not serve water unless specifically requested
- 5 Excess usage fees could be increased up to \$10.00/1,000 excess gallons.

STAGE 3

(This stage would become effective at less than 5 CFS inflow to the Tarn, and staff would provide a two-week advance notice of the actual effective date.)

If we enact Stage 2, we will then evaluate what steps need to be taken for a potential Stage 3. Stage 3 steps may include a ban on all outside watering, with certain exceptions for new lawns/landscaping and athletic fields/playgrounds owned/operated by government entities, or, in the most extreme case, water rationing.

ENFORCEMENT

- 1 Town of Breckenridge field employees will be the “eyes and ears” to assist in enforcement.
- 2 Police and CSO employees will include water restrictions in their areas of enforcement.
- 3 Assistance from citizens will be requested and encouraged.

ADMINISTRATIVE WATER SURCHARGES

- 1 First Offense – Warning
- 2 Second Offense -- \$250.00 fine
- 3 Third Offense -- \$500.00 fine
- 4 Fourth and Subsequent Offenses – \$750.00 fines
- 5 After the fourth offense, the ability to do any outside watering will be suspended.
- 6 Failure to pay the fines could result in shut-off per the provisions of our Ordinance

March 2003
Revised May 2012



TO: Town Council
FROM: Mike Barney, Director of Recreation
CC: Tim Gagen, Rick Holman
DATE: 3-26-13
SUBJECT: Status of Existing and Possible Recreation Sites in Breckenridge

Introduction

As part of our long-range planning, the Recreation Department has been conducting a children's playground assessment for the Town, which given the timing of the Council's desire to have an in-Town open space discussion seemed appropriate given any possible overlap. Staff feels that adult outdoor recreational needs are adequately addressed at this time through our expansive open space and trail system, public tennis courts, ball fields, recreation center programs, and ice rink. This report will focus on the Town's current inventory of children's recreation sites, both formal playgrounds and open play areas, assessing whether they are in the right location and of adequate size and quality. This report will also assess our future need for children's recreation sites based on *neighborhood demographics*, *activity corridors*, and *community master plans* and will identify possible sites where either additional playgrounds or open play areas may be developed. For the purposes of this report, we will be looking at the following two types of recreation spaces as defined below:

- Active - those spaces with some physical play structure type of equipment or playground
- Passive - those spaces with a lawn or open space suitable for a game of catch or just running around

Current Inventory

This section of the MEMO will identify the existing playgrounds (active recreation space) as well as open play areas (passive recreation space) located in Town. It will also provide an evaluation of these spaces and describe if the spaces are adequate in location, design, and function based on the characteristics of neighborhood demographics, activity corridors, and community master plans as described above. See attached map titled "Current Inventory" for locations that correspond with the number preceding each site included below.

1 - Upper Blue Elementary

This playground is located on the grounds of the school and is available to the public when school is not in session. It is a high quality modern playground with a variety of elements that appeal to children between the ages of 5-12. Serving primarily the students of the school, it is also used at times by families residing near the school as well as families utilizing the ball fields

at the school. It does not appear to be a destination that is frequently utilized by visitors / guests to Town. This site also includes significant passive recreation space. The site sits near the Blue River and recreation path, which is one of the primary pedestrian corridors through Town. The site, in combination with amenities at nearby Kingdom Park, provides an adequate level of both active and passive play opportunities for residents in the existing Valley Brook neighborhood as well as future neighborhood expansion, and other residences along Airport Road.

2 - Valley Brook

This playground is located within the Valley Brook neighborhood on a designated HOA park space and is maintained by the Town. It is a small tot lot type space with a small playground suitable for children between the ages of 2-5. There is no passive recreation space at this site though there is an abundance of passive recreation space in very close proximity both at Upper Blue Elementary and Kingdom Park. The playground meets the needs of Valley Brook residents with small children and provides a convenient semi-private active recreation space. Due to Valley Brook's proximity to Upper Blue Elementary, families with children between the ages of 6-12 have the option of utilizing that playground or the playground in Kingdom Park.

3 - Kingdom Park

This playground is located within Kingdom Park and is situated to the east of the south softball field. The playground is approximately 18 years old and is in fair condition for its age. It consists of a series of platforms connected by climbers and bridges and includes a slide, monkey bars, and sliding pole. Though positioned between the rec path and the recreation center parking lot, the playground is not visible from either location and receives little public use. It is substantially enclosed by surrounding trees and a retaining wall and offers little room for parents to socialize and monitor their child's play. Because of its hidden nature, parents are unable to do anything else within the park while still being able to see their child on the playground. The playground is used by the summer day camp program as an activity option for youth and occasionally during the adult softball season by children of participants in the league. It is a fairly simple playground that lacks appeal and as a result, the day camp program often takes campers to Rainbow Park in Silverthorne. The playground is severely insufficient in size and quality and is poorly located within a major destination for residents and visitors / guests. This site also includes significant passive recreation space (ball fields and multi-pitch) and other active recreation space (basketball court, tennis courts, skatepark) which serves residents living in the surrounding area.

4 - Carter Park / Breckenridge Elementary

This playground is located on the grounds of Breckenridge Elementary and is available to the public when school is not in session. It is a high quality modern playground with a variety of elements that appeal to children between the ages of 5-12. In addition to serving the students of the school, it is also used by families residing near the school as well as families utilizing the ball field at the school. In addition, the playground is heavily used by visitors to Carter Park and is recognized as a destination playground for residents and visitors / guests looking for a location

to take their children to play. The playground is well located and serves an important need for families residing in the surrounding neighborhoods including Weisshorn, Town Core, Lower Four Seasons, and Breck South. This site also includes significant passive recreation space (ball field and multi-pitch) and other active recreation space (sand volleyball courts, tennis courts), presenting a recreation site that adequately meets the needs of those surrounding residences.

5 - Rotary Snow Plow Park

This playground will be installed in the spring / early summer of 2013. It will be a high quality and unique custom designed and built train / mining themed playground featuring a train with climbers and other play components, tower structure with slide and climbing net, mining car spring rockers, and other elements and will be appropriate for children aged 2-12. This will be an attractive playground for residents as well as guests / visitors to Town and will very likely become a destination type attraction. The playground will provide residents of surrounding housing units an additional neighborhood playground and will also serve the Warrior's Mark neighborhood located west of the site. This site will not offer significant passive recreation space, though Carter Park, Town trails, and the pump track are in close proximity.

6 - Vista Point Park

This playground is located adjacent to Little Red Daycare Center and consists of swings, slides, climbers, and other features. It is a high quality playground that appeals to children between the ages of 2-12. The playground is maintained by the Town. The playground serves the students of Little Red as well as residents of Vista Point and the Wellington Neighborhoods, two of the largest neighborhoods in Breckenridge that have a high number of families with children. The site also includes a basketball court and passive recreation space. The playground does not appear to be a frequently used destination for guests / visitors to Town.

7 - Blue River Plaza /Riverwalk Center

The Blue River Plaza and the Riverwalk Center, situated along the heaviest used pedestrian corridor in Town, contain both active and passive recreation space. The active recreation space consists of a public art installation in the Blue River Plaza that doubles as a small playground and provides children limited play opportunities. The play structures are appropriate for children between the ages of 2-5. The passive recreation space consists of the Riverwalk lawn, just west of the Blue River Plaza. This lawn is a large open grassy area that is heavily used during the summer season for picnicking and events, and is complimented by its proximity to the Blue River which provides additional passive recreational opportunities. The lawn and playground are heavily used by guests / visitors and these two sites combined are the most popular summer gathering spot in Town. These sites also provide surrounding residences with needed recreational amenities.

Possible Future Recreation Spaces

This section of the MEMO will provide an analysis of the Town's future need for recreational spaces based on the perspectives of neighborhood demographics, activity corridors, and community master plans. It is intended to identify potential sites that may be appropriate for future improvements / enhancements as well as provide justification for not pursuing improvements / enhancements in areas of Town. See the attached map titled "Possible Future Recreation Spaces" for locations of these sites.

A) Riverwalk Center

As consultants are currently engaged in redesigning the Riverwalk Center and its surrounding spaces, there is a great opportunity to assess the benefits of including active recreation spaces to complement the existing passive recreation space. Knowing that the Riverwalk Center, its lawn, and the length of the Blue River it parallels is already the greatest natural gathering area for visitors to Town and the most significant activity corridor, adding active recreation elements could significantly enhance that visitor experience and present greater opportunities to keep guests / visitors within the core of town. The Town may want to consider enhancing the active recreation amenities at this site in the future.

B) Harris Street Building / Library Complex

As the Harris Street Building is renovated and begins to become a hub of community activity in the near future, we may want to consider adding active recreation elements near the building, though most of the adjacent area is public parking.

C) Breckenridge Nordic Center / Peak 8 Neighborhood

Though the evaluation criteria do not appear to warrant the development of active or passive recreation space in the Peak 8 Neighborhood, there is a possibility to add active recreation space at the site of the Breckenridge Nordic Center if the Town wanted to look at this in the future. Given the lack of demand in this area, we would recommend a very low priority here, if at all.

D) Wellington Neighborhood

The master plan for the Phase III development of the Wellington Neighborhood identifies several areas for the location of active and / or passive recreation spaces in the neighborhood and where the greatest concentration of families with small children are. Although the existing Vista Point Park, which contains both active and passive recreation space is nearby, staff believe that the number of families with small children residing in both Vista Point and the Wellington warrant their own respective parks and supports the master planned spaces.

E) Downtown Core Open Space

The Council's pending review of potential open space properties in the core of Town presents an opportunity for passive recreational space in this area. These would primarily benefit visitors in Town.

F) Block 11 Master Plan

The Block 11 and Blue River Corridor Master Plans contain a variety of identified park sites to be developed including River Eddy Park, Upper Blue Park, Overlook Park, Oxbow Park, and Tailings Sculpture Park. While not all of these sites will or should contain active recreation spaces, there will be many options to add amenities to meet identified needs. As this area develops into workforce housing we would anticipate demand similar to the Wellington and Vista Point neighborhoods.

G) Warrior's Mark Open Space Park

This site consists of an undeveloped open natural grassy area within the Warrior's Mark neighborhood. It is currently owned and maintained by the Warrior's Mark HOA and is commonly used as an informal off-leash dog park for local residents. It has the potential for development as a formal park site that could contain both active and passive recreation spaces. Due to the current demographics of the Warrior's Mark neighborhood however, staff do not feel that there is a sufficient need to develop a formal park at this site at this time. The neighborhood primarily consists of retirees, 2nd home owners, short term renters, and young professionals. The absence of a significant number of families with small children suggest that a playground at this location may not be needed at this time, though neighborhood demographics should be monitored for changes which may present a need for active and / or passive recreation space in the future. The upcoming installation of the playground at the Rotary Snow Plow Park is within close proximity to Warrior's Mark and will serve individuals residing in that community.

H) Highlands Neighborhood

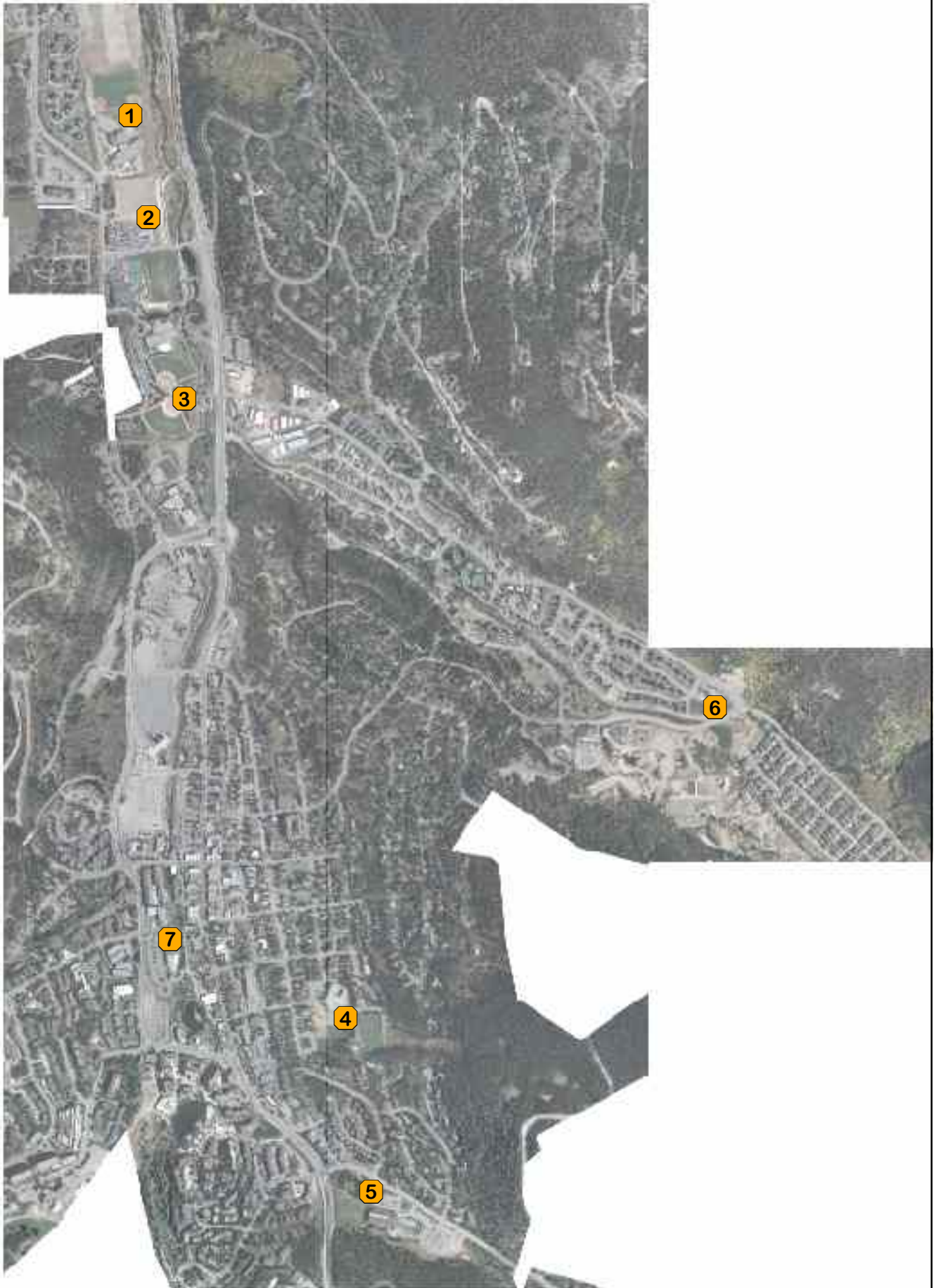
Due to the current neighborhood demographics in the Highlands, staff does not feel there is a need for active or passive recreation spaces to be explored at this time. This neighborhood does contain a large area of public and private open space along with great access to the Town trails.

I) Kingdom Park

The playground should be dismantled and either relocated to an area in the park that is clearly visible from many vantage points both within and from outside the park or done away with if the thought is other playgrounds like Upper Blue or the future Block 11 would better serve the community. Kingdom Park is not only situated along the recreation path, which is a major activity corridor, it is a destination for both residents and guests / visitors throughout the year, hosting a large variety of amenities, activities, and special events. As one of the major activity zones in Town, the replacement and relocation of the playground would be the main reason for relocating it in the park.

Summary and Conclusion

The Town of Breckenridge is well known for its expansive natural environment that attracts visitors from around the world to come and play in our mountains. For those looking to ski, bike, hike, climb, or engage in the many other outdoor offerings available, we seem to have it all. The Town should not however, become complacent in balancing our open space with the need for additional recreational amenities and spaces such as playgrounds and multi-use grass areas where a child can play a pick-up game of soccer with friends or play catch with mom. Fortunately, the Town does currently have a fair inventory of both active and passive recreation spaces for children, though there are opportunities to enhance the system in specific areas based on the neighborhood demographics, activity corridors, and community master plans. We see this specifically in the French Gulch and Block 11 areas of Town as well as the core downtown area, though there are other opportunities as well that may warrant action now or in the future. I will be available at the council meeting on April 9th to address any questions you may have regarding this MEMO and look forward to working with you to further enhance the quality of life that we establish for our residents and the quality of experience for our guests and visitors.



Current Inventory

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





Possible Future Recreation Spaces