



BRECKENRIDGE TOWN COUNCIL WORK SESSION

Tuesday, September 23, 2014; 2:00 PM

Site Tour/Town Hall Auditorium

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

2:00-3:00pm	I	<u>ARTS DISTRICT SITE TOUR (2:00 PM)</u>	
3:00-3:10pm	II	<u>PLANNING COMMISSION DECISIONS</u>	2
3:10-3:30pm	III	<u>LEGISLATIVE REVIEW*</u>	
		Barney Ford and Tin Shop Lease Agreements	13
		Pinewood 1 Land Lease Amendment Ordinance	31
		Condo Hotels Ordinance	42
		Resolution calling for a Special Election and setting the ballot language regarding Marijuana in the Downtown Overlay District	51
3:30-4:00pm	IV	<u>MANAGERS REPORT</u>	
		Public Projects Update	56
		2015 Proposed CIP Budget	63
		Housing/Childcare Update	
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4:00-5:50pm	V	<u>OTHER</u>	
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	VI	<u>PLANNING MATTERS</u>	
6:00-7:15pm	VII	<u>JOINT MEETING WITH BHA</u>	121

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: September 17, 2014

Re: Planning Commission Decisions of the September 16, 2014, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF September 16, 2014:

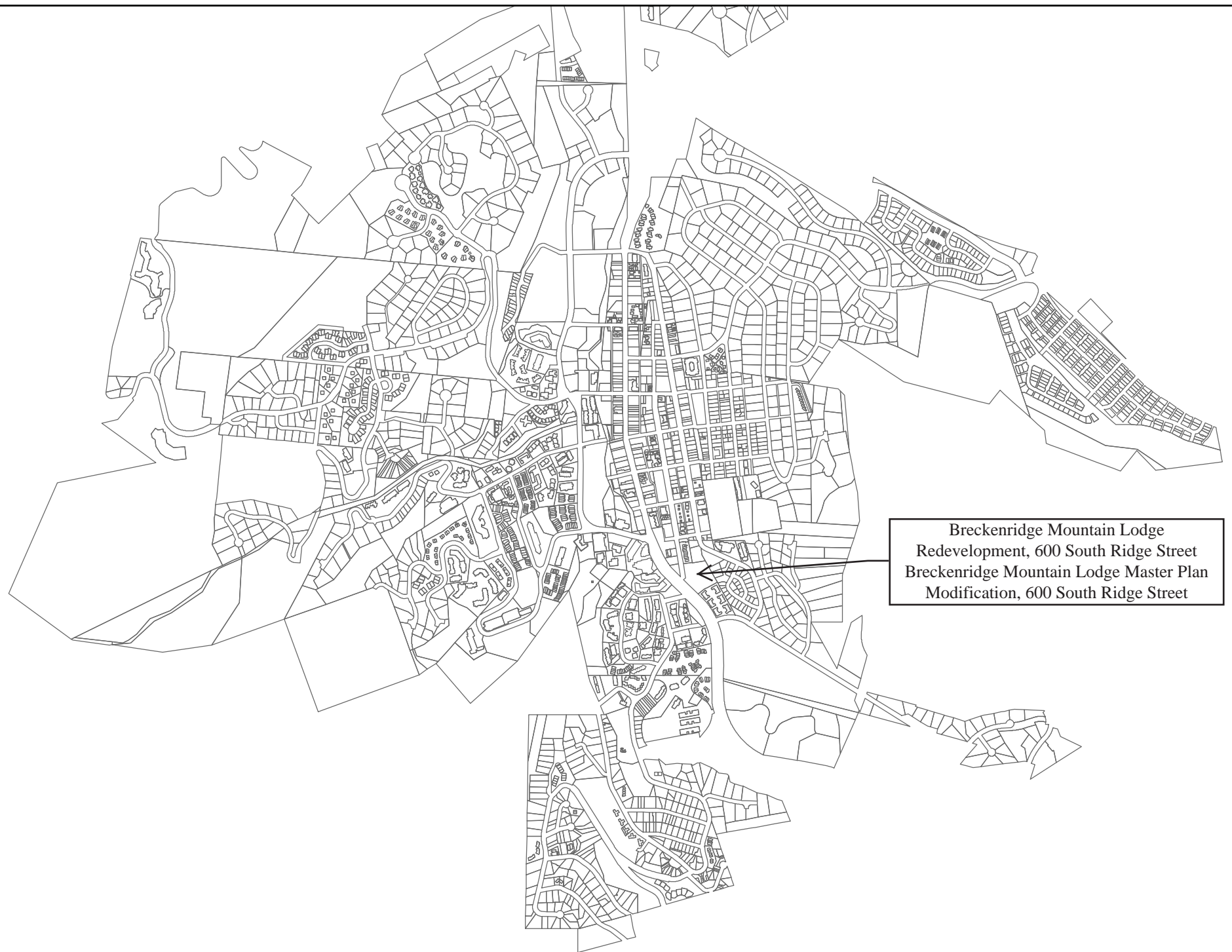
CLASS C APPLICATIONS:
None.

CLASS B APPLICATIONS:
None.

CLASS A APPLICATIONS:
None.

TOWN PROJECT HEARINGS:
None.

OTHER:
None.

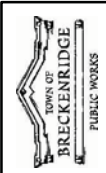


Breckenridge Mountain Lodge
Redevelopment, 600 South Ridge Street
Breckenridge Mountain Lodge Master Plan
Modification, 600 South Ridge Street



Breckenridge South

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PLANNING COMMISSION MEETING

The meeting was called to order at 7:00pm

ROLL CALL

Eric Mamula Dan Schroder Jim Lamb
Ron Schuman Gretchen Dudney
Dave Pringle arrived at 7:11pm
Kate Christopher and Ben Brewer, Town Council Liaison, were absent

APPROVAL OF AGENDA

With no changes, the September 16, 2014, Planning Commission Agenda was approved as presented.

APPROVAL OF MINUTES

With no changes, the September 2, 2014, Planning Commission Minutes were approved as presented.

WORKSESSIONS:

1) Town Housing Report Update

Mr. Truckey presented the draft 2014 Housing Report, a summary of the Town of Breckenridge housing program's accomplishments since its 1988 inception. Mr. Truckey recognized Chris Kulick, Open Space & Trails Planner II, for the work he did preparing the report.

Commissioner Questions / Comments:

Mr. Schuman: How many affordable housing units are you trying to achieve? (Mr. Truckey: We are trying to reach an additional 375 to 650 units; that is the range. Back in 2008 the Council set a goal of maintaining the 47% of workforce living in town and that percent has actually increased.)

Mr. Lamb: Thanks for the report.

TOWN COUNCIL REPORT: None.

PRELIMINARY HEARINGS:

1) Breckenridge Mountain Lodge Redevelopment (MM) PC#2014034; 600 South Ridge Street

2) Breckenridge Mountain Lodge Master Plan Modification (MM) PC#2014033; 600 South Ridge Street

Ms. Puester presented on behalf of Mr. Mosher. There are two applications to modify the existing Breckenridge Mountain Lodge Area Master Plan (PC#2014033) and to redevelop Lot 3 of the Breckenridge Mountain Lodge Area (PC#2014034 for a 3-story, 133 room hotel with 1,437 square feet of commercial use. Parking is located to the north and internal to the development with 102 parking spaces.

The applicant's proposal is, in association with a separate application, to modify the existing Breckenridge Mountain Lodge Area Master Plan (application, PC#2014033), and redevelop Lot 3 of the Breckenridge Mountain Lodge Area for a hotel with a small portion of commercial use. Through an approved (June 24, 2014) Development Agreement with Town Council the Applicants would (pending review by the Planning Commission and a passing point analysis) be allowed to:

1. (Policy 2, Land Use Guidelines) Increase the allowed density on this parcel by up to a maximum of 25 Single Family Equivalents (SFEs) via Transferred Development Rights (TDRs) through the Town/County TDR Program, with no negative points incurred for doing so.
2. (Policy 3, Density/Intensity) The SFE multiplier associated with Hotel use (1,380/SFE) will be utilized for the proposed development even though the proposed rooms will have small kitchens instead of SFEs associated with a Condo-hotel (1,200/SFE).
3. (Policy 24, Social Community) Allow an increase in the allowed mass for amenities from 200% to up to no more than 400%.

4. (Off Street Parking Regulations) Decrease the required residential parking, if a written analysis prepared by a qualified parking consultant is found to be acceptable to 0.74 parking spaces per hotel room.

Changes from the July 1, 2014 Planning Commission Meeting

1. The number of rooms increased from 129 to 133 (+4).
2. The number of parking spaces increased from 101 to 102 (+1).
3. The needed Transfer of Development Rights (TDRs) increased from 17.80 to 19.48.
4. A new 3D massing model is included showing:
 - a. New roof forms at the ends and corners.
 - b. Massing, roof forms and fenestration that addresses the Transition Area design standards.
5. A traffic study from Felsburg Holt & Ullevig has been provided.
 - a. Comments from CDOT regarding the Traffic Study,
6. A Parking Study from Carl Walker, Inc.
 - a. A preliminary Parking Management Plan from the applicant.
7. Updated Landscaping Plan.
 - a. Feedback from neighboring property representatives.
8. Staff has created a draft point analysis.

Staff Recommendation

For this meeting, staff has been working with the applicant and agent to address some of the key concerns of the Commission and public. Overall, some of the concerns expressed in this report reflect the impacts of the intensity of the proposed uses and how the overall program fits on the property. The direction from the Commission will have an effect on the overall design and function for the proposal. With this review, we have the following questions for the Planning Commission:

1. In accordance with Policy 6/R Building Height, Staff believes that if the roof forms at the southwest corner were revised to match those at the southeast corner, we would support awarding positive one (+1) point for roof forms that step down at the edges. Did the Commission concur?
2. In accordance with Policy 7/R, Site and Environmental Design – site buffering and privacy, did the Commission believe negative two (-2) points should be awarded for Site Privacy? Did the Commission believe there is adequate buffering between the Main Street Junction Townhomes and the subject property?
3. Under Policy 22/R, Landscaping, Staff is suggesting that based on past precedent, in addition to the larger sizes, additional plantings are needed to warrant positive four (+4) points. Did the Commission concur?
4. Under Policy 24/R Social Community, Conservation District, did the Commission believe the portion of the Hearth Room elevation that lies within the Conservation District showing larger glass areas warrants negative points under Design Standard 274, Solid to Void?
5. Did the Commission agree with or have any comments regarding the recommendations of the Traffic Study?
6. Did the Commission support the Parking mitigation Plan?
7. Did the Commission have other input on the preliminary point analysis provided?

Staff welcomed any additional comments and direction from the Commission.

Ms. Shannon Smith, Engineer for the Town of Breckenridge, made a clarification comment stating that CDOT does not see the need for deceleration lane (it is not needed on Highway 9) when they reviewed the traffic study submitted.

Mr. Schroder: Building height, it stated that it is 5' higher; is it still 5' taller than the existing building?
(Ms. Puester: Yes, that is correct.)

Applicant Presentation:

Mr. Michael O'Connell, Triumph Development: Displayed a Powerpoint presentation to the Commission. Thanks to planning staff and thanks to Ms. Puester for stepping in. We've had a busy 2 months since the meeting in July when we got good feedback. Opened the door for additional dialogue with neighbors and have made progress on the issues. Ms. Becky Roberts from Placer Ridge is here this evening. Breckenridge Mountain Village has been engaged in dialogue with us and helped identify what is important to them with this site. We've worked with the Weinstains and Gallagers to discuss minimizing impacts on views and landscaping. Tim Knapp is the president of Main Street Junction and we've been working with them. All have submitted letters on what they want to see and would approve with design.

Powerpoint presentation: Last meeting we showed you projects we've designed in the past to set up who we are. Any time we design a hospitality building we brainstorm on who is our target market and what we want the building to do for the community. The slide displayed the list of brainstormed design goals summed up with "unique Adventures and Authentic experiences". The design motifs interior images were displayed a good amount of glazing in a warm hearth room, mountain modern architectural elements, clean lines, yet a comfortable place for people to come. Ground floor plan was displayed that sets the context of the interior images displayed. Pointed out in particular the hearth room, the bar area, the meeting rooms which the town needs. Also, there is a ski shop as an amenity for the guests and the town which the shop could utilize the meeting rooms to hold workshops. We will cover the design changes from the last meeting and Mr. Matt Stais will present.

Mr. Matt Stais, Matt Stais Architects:

Thanks to the Commission and thanks to Mr. Mosher and Ms. Puester for the hard work on this project. We have the existing Breckenridge Mountain Lodge. One third of the property is in the Conservation District which includes the Hearth Room. We feel that this is a prime piece of property to be redeveloped for the town and the Conservation District. The building footprint has not changed since the last meeting. There is an existing curb cut that was requested to be moved by CDOT and we've agreed. We are focused on working on the building height but the challenge is that the parking is the lowest. We've stayed away from the areas on the East and the North and work with the landforms that the site presents. Capturing views are very important. We worked through options to have the front door on the back to get the views through the Hearth Room overlooking the Ten Mile Range. The pedestrian connections on the southern side and on the north side were important to maintain and also from Main Street have been important driver of design. We've made changes since last Commission meeting and the public input that we would like to highlight. Redesigning the northwest portion of the building, we heard last time that the initial application did not meet pedestrian scale. We worked on discreet modules that related to residential construction originally found on Ridge Street, going back to the module sizes historically found here. Shed roofs and gable elements were added. The Conservation District bisects the building between the hearth room and the meeting rooms and the goal is not to make the two halves look disjointed even though there are different design guidelines with the Conservation District. Displayed on the Powerpoint pictures of the proposed plans through a 3D model tool. These better explain the newly designed building and how the roof heights work in the site. In particular, highlighted how the site around Main Street and Main Street Junction versus the height of the proposed building meets the policy requirements of stepping the roof down near the property lines and corners. Made photo montage with 3D tool to display how the proposed building would work in the location and with views of neighbors. Also, showed how new vegetation will maintain privacy for both the neighbors and the guests of the proposed hotel. Displayed 3D model view from Placer Ridge on Ridge Street which shows that the impacts on Placer Ridge's views will not change. Land Use Stats were next discussed, 18.2 is the land use district of this project and there is a development agreement, but want to show the existing density. The 18-2 density is 52.48 SFE and we are coming in at 49.1 SFE. TDRs allowed per development agreement are up to 25; we are proposing 19.49. We feel like we meet the land use guidelines.

Ms. Mary Hart, Mary Hart Design: Presented the landscape plan. Since the last meeting in July we've been working with staff and the neighbors to address concerns and mitigate them. On the north side with the

neighbors of Placer Ridge, their concerns were the snow piling into their existing parking walls and drainage and headlights shining in the building. So we are proposing installing a one sided berm and hedges to keep the snow and drainage and headlights. Placer Ridge did ask for a 6' high privacy fence but Town code doesn't allow this in a Conservation District, but we do plan to add more landscaping in this area. For the neighbors on the east we will be adding the choke cherries to the existing aspens and pines. We will buffer the building with these additional plants but not block the view. On the south, we will buffer with increasing evergreens and improve the trail with the intent to match the existing soft surface and have it be maintainable in the winter. We plan to provide bigger evergreens which you will see in the next plan. In terms of buffering on the West, this is an urban street scape and buffering is not applicable but there is a lot of existing evergreens and vegetation that we will be keeping and accent some landscaping to complement the building. We believe that site privacy is covered and don't think that it warrants negative two (-2) points. There are some existing Spruce between the wall and the pool, but they are in the middle of the construction site and have a high likelihood of being destroyed but also that is where the grade needs to change. The spruce sit on an existing old retaining system, so we can't save them because their roots are entangled with the old retaining system. We would like to get your support for positive four (+4) points on landscaping and we will include the positive feedback from the neighbors. The Welk site is more than twice the size of ours which had basically no landscaping so we do think this a very different project. The Colorado Grand project is twice the size of our project so please take this into consideration as far as precedent goes as well.

Mr. Michael O'Connell: The parking scenario will be next; we realize that parking is an issue for the Town. It is important for us and it is also expensive. So getting the parking scenario for a hotel of this caliber and in this location is important. We believe that the parking proposed works because this is a pedestrian and bike friendly location; once people get here they won't get back in their car. Also, precedent has been set in comparable projects; we have good guidelines for what a property of this size requires in terms of parking such as Colorado Grand Vacations and the Doubletree. In addition, the parking study shows that we won't need more than we've provided. The study recommends .71 parking spaces per unit and the development agreement specifies .74. We know that there will be times of overflow, and there are operational management plans that will solve this. Formalizing that operational plan is the commitment we are making. We know that charging for parking promotes carpooling and that the DIA shuttle system is 8.5% of guests who arrive in Breckenridge and with this project being a downtown hotel location guests won't feel that they will need a car. Parking Management Plan includes: discouraging cars by charging for parking; pointing out the discounted rates and shuttle alternatives versus renting a car; incorporating parking cost and shuttle discount into the reservation process; using parking control monitoring and controls in busy season; using valet parking during peak season (ability to park 22 more cars or 124 total cars); promoting it as a bike friendly hotel; regularly conducting operating review with Town Staff.

Traffic Findings highlights include: No CDOT Access Permit required; no new trips generated by the site; closing Main Street curb cut which is a significant safety benefit; current Ridge Street congestion not caused by hotel, it is already there currently. Possible solutions include removing the curb cut on Main Street and adding a new lane on Ridge Street to add an out bound left hand turn lane which will improve traffic. With this new lane, northbound traffic from Ridge turning onto Main Street will not block southbound right traffic with this addition.

Draft Point Analysis from the perspective of the applicants: (Slide Displayed)

2/R Land use guidelines: Staff draft is 0; Applicant is +4.

6/R Building Height: Staff draft is -10; Applicant is -10.

6/R Broken Roof Form w/ stepping at Edges: Staff draft is 0; Applicant is +1.

7/R Site and Environment / Site buffering: Staff draft is 0; Applicant is 0.

7/R Site and Environment / Site privacy: Staff draft is 0; Applicant is 0.

15/R Dumpster in Principle Structure: Staff draft is +1; Applicant is +1.

18/R Parking hidden from public view: Staff draft is 0; Applicant is +2.

22/R Landscaping: Staff draft is 0; Applicant is +4.
24/R Meeting / Conference facilities: Staff draft is 0; Applicant is +3*.
24/R Historic Preservation / Lobby Windows: Staff draft is 0 (0 was shown on the slide but this is really -5 points); Applicant is 0.
25/R Transit (shuttle): Staff draft is +4; Applicant is +4.
26/R Capital Improvements (added turning lane): Staff draft is 0; Applicant is 0.
33/R Energy Conservation (outdoor firepit): Staff draft is -1; Applicant is -1.
Total Zoning Points: Staff draft is -6 (-6 was shown on the slide but because of the omission of the -5 on the 24/R this is really a staff total of -11); Applicant is +8.

*Displayed a list of the Meeting / Amenity Space which includes additional meeting and gathering spaces in the property that should get positive points as it is a goal of the Town.

This is one of the only locations that you can build a hotel and we've spent the last four months of working with the neighbors and modified the plan. We are committed to getting to the 0 points that are needed to make this project work. We believe we are ready to move to a final plan after the feedback we get from the Commission tonight.

Commissioner Questions / Comments:

- Mr. Pringle: Is the northwest corner of the building, the ski shop, is that elevated up or meeting the natural grade. The ground floor? (Mr. Stais: The current driveway comes into the site at a climb; the ski shop is 3' above existing grade and we are looking at options to drop it down to meet ADA. This is the lowest part of the site.) I thought it was above grade now.
- Mr. Shroder: You've lobbied to keep the lack of stepping, I wonder what you lose? (Mr. O'Conner: It is probably an architectural change.)
- Ms. Dudney: Question for staff, do you have response regarding their request for land use points and secondly the amenity space positive points, what about points for the parking being out of public view? (Ms. Puester: First Policy 26; in order to get those positive points requested under that policy, the project has to be in the 5 year CIP which a turn lane on Ridge is not. With regard to land use, this is the first we have heard of that from the applicant; perhaps Mr. Mosher has. We would look at precedent and see if other projects have received either positive or negative points under that policy and if it applicable here. More research will need to be done on this topic. Amenity space are another topic where we need to pull some past applications and see what was counted as amenities in comparison. Same thing with parking out of public view.) Question for the Applicant: I'm familiar with parking management plan and the devil is in the details like it depends on how much you will charge for parking and how deep the discount for the shuttle. So you have a commitment to the Town Council? (Mr. O'Conner: We would look to the Doubletree as and example.)
- Mr. Pringle: You will only have one elevator or one elevator bank? (Mr. O'Conner: Yes, we will have one elevator and one service elevator which is satisfactory.) Question for Ms. Shannon Smith, Town Engineering: The CDOT report says that the access permit is not required at this time with the amount of traffic presence. Nine more trips can be added before ten can be added. I'm confused. (Ms. Smith: He is just quoting some numbers to relate the 20% more that will put the deceleration lane needed.) It seems like we are close to the tipping point to needing this deceleration lane. (Ms. Smith: It was our opinion that adding the deceleration lane at 25 mph zone would not really help much, especially with the additional asphalt that would be needed. CDOT was receptive to listening to our Staff's opinion not to widen the highway to just widen the highway.) (Mr. O'Conner: By closing the current access point you are improving the through fare. At the same time, the problem is Ridge Street which is why we are proposing to make it better.)
- Mr. Schuman: The Main Street Junction (MSJ) letter requested placing specific boulders and fencing. (Mr.

O’Conner: Main Street Junction is looking for more evergreens; something that creates more physical buffers and some interest in the trail. We think this is a good idea and we are willing to do it. We will be putting that in the next round of the plan.) Now that you are planning an asphalt plan, are you going to maintain that now? (Mr. O’Conner: We need to maintain that in conjunction with Breckenridge Mountain Village as it is egress for both properties. The sidewalk system connecting the neighborhood into town is not adequate; we spent a lot of time discussing this.)

Mr. Mamula: Question for staff: There was comment on the northwest corner of the plan he references vertical hung windows that don’t look vertical in the plan and this is the Conservation District. (Mr. O’Conner: The first floor is definitely horizontally hung in the 3D renderings, the rest are not and this is a detail that we will address with the next version.) Windows need to be vertically hung in the Conservation District.

Mr. Lamb opened the hearing to public comment:

Ms. Becky Roberts, 516 South Ridge Street: Since July 2 we’ve been working very closely with the Applicant and it has been a good process. We are encouraged by the grade change. We’ve asked for a little more barrier in the back and they’ve agreed to that. As for the traffic on Ridge Street, moving the delivery zone is a great idea. The turn lane would give us an advantage. The drainage from the snow stack and the snow removal, they’ve agreed to put in a French drain along our boundary and put gutters along the parking area. This has been a good experience, we are very happy with the direction that this plan is going in. We believe this will be a good neighbor for us and we appreciate the work that the Planning Commission is doing. We do have an agreement that we plan to sign off on once final plans are submitted.

Ms. Lynn Kroll, 113 Powder Ridge Drive: At the July meeting we saw previous projects that the builder has done. One is the Sonnenalp in Vail. We were trying to show that there are very nice architectural features. For those of us on the East and the South the faces are very bland and stark, we would like to see beams and posts, fake balconies and we would hope that more is shown that would break up the façade. We believe that the best use of this land would be residential, but if the town believes that the hotel is better, then we believe that a reduction of density and height would go a long way to solving the various problems with parking and traffic. I went on the Marriott website and found pictures that show two separate properties that are two story as a model that there are alternatives to what is being proposed. Landscaping is very important to us; we hope that species will be used to block the view both winter and summer. We hope that you won’t approve the points until the landscaping plan improves. Would like to see more firs instead of choke cherries, we don’t want to wait several years for them to mature. We would also like to see some on our property. We would like to see the trail be maintained by Triumph, not just built by them. There are a lot of people who use this trail. Triumph mentioned at the Town Council meeting that they could do this but we’d like to make this maintenance official. We hope that the noisiest part of this construction is done in the winter, not the summer, also not during the evening hours, dust containment plan and that the trail is open during the entire construction process. This district is supposed to serve as a transition between commercial Main Street and residential neighborhood. The approval of this density seems to go against the spirit of the Town’s Master Plan. This development is one of the first people will see when entering from the South. It does not transition well going from green space by the ice rink to a large hotel then back to a two-story building.

Mr. Lamb: There is a requirement that you can only build between 7am and 7pm and not on Sundays or holidays.

Mr. John Nicholson, on the Board of 680 South Main Street (Main Street Junction): The President of our Board submitted a letter that is in your packet and we need to resolve all of these. The walking trail after the new 3 story building that won’t have a lot of sunlight and possibly have ice and snow build up that is a hazard for people. It needs to be resolved as to who maintains this. One possible solution is that this could be heated even though we know it is expensive.

Mr. Dianna Herwig, 62 Carter Drive: Owns Land Title and in a nearby neighborhood. I'm in full support of this development it should be redeveloped as a solid lodging option for this Town. I remember when the whole end of this town used to be vibrant with the bowling alley. I did a quick tour of town and did research that there were only a few hotel options in Breckenridge. Frisco has 7 or 8, Vail and Aspen have 20 options. Not many options for Breckenridge and I think this is a great addition to our town. There are not many options for people who are just looking for a solid hotel room. I think having a solid reliable hotel chain is important to that south end of Main Street. I walk all the time on French Street and it is busy maybe more busy than Ridge Street for traffic. I don't think hotels create a lot of more traffic, maybe at check out and check in time. I think the residents of Breckenridge are very lucky to have a developer that can redevelop this piece of property. I applaud Triumph for coming up with a good solution. I think we need to compare ourselves to Vail and make sure that Breckenridge maintains affordability.

Mr. Randy Gibbons, 377 Tordal Way, Tordal Estates, Resident since 1992: I strongly support this hotel as proposed. There are obvious benefits to the town and it solves an eyesore to the town. This would be a crown jewel for this end of the town. It would serve the town well.

Mr. Toss McDonald, Owner of Alpine Sports located at the Breckenridge Mountain Lodge: I know the history of the place for the last 20 years. It has been closed since 1988, and still daily people come in asking where do they check in and we have to send them to Frisco. Also, we will get people to come to Breckenridge to use their Marriot points and bring more people to town. These issues of parking and turning lanes can be solved. This project would be a big asset to the town.

There was no further public comment, and the hearing was closed.

Staff welcomed any additional comments and direction from the Commission.

Commissioner Questions / Comments (Continued):

Ms. Dudney: 1. I would support positive one (+1) point if the roof is changed to step down more on all elevations. 2. I think they have adequately buffered; I don't agree with negative two (-2) points. 3. Buffering between Main Street Junction (MSJ) I understand this is a work in progress I would like to see more work here. 4. I agree with Ms. Hart's point that they've done a good job with the landscaping. 5. I think the Hearth Room does not comply with solid to void ratio just needs to be redesigned. 6. I applaud them for the turn lane, would think it would be a help. I am in favor of positive points for land use; a hotel does help the town. I also think the staff should look at positive points for parking and for amenity space.

Mr. Mamula: 1. I think you need to do more stepping at the edges to get the point. 2. I think you are close to site privacy issues, I think you will be in good shape. 3. I'm not ready to give you positive four (+4) points on landscaping until the final plans. 4. I think you don't meet the solid to void ratio and you need to fix the horizontal windows. 5. The traffic study is confusing. Moving a delivery zone is virtually impossible to tell drivers they can only deliver by 10am. There needs to be another solution to the brewery delivery zone problem. (Mr. O'Conner: I think it is signed as not a delivery zone.) This plan needs to be readdressed. Parking mitigation is where I'm most uncomfortable. We did the .85 at the Colorado Grand. You don't have the option here because you are in town and don't have extra space around you. The parking is the weak point of your plan. You can't rely on outside vendors to make your development work and parking fit. For the product you are doing, I think you are going to drive a lot of Denver business who will pay to come and stay the night. How do we as a community enforce your parking plan if you need to overflow or valet in July? You are in a part of town where your guests have no other options, this is a potential issue. I'd like to see more parking mitigation that is solid in your plan. In the future, things will change, like your

current relationship with an outside vendor. That is the big thing for me, this parking issue. I disagree with the land use point; you are doing an adequate job but it isn't above adequate. You are putting a hotel that I think is a little too big. I don't think the parking is actually hidden, but I can't really tell from the plan. I would like to see what it will look like from the Ridge Street perspective into your site. I tend to agree that the architecture on the backside has been almost forgotten architecturally, that massive wall, little material distinction. The plowing of the trail is the last thing that the town wants to inherit, it needs to be an agreement to infinity with your neighbors. This needs to be resolved before we go any farther. I don't think the parking works and it is too high. I think it's too much for this site, it is a ton of people, I think the town needs a hotel and this is the proper use of this land but it's big.

Mr. Schuman: I think the corners need to step down to meet the points. I don't think negative two (-2) points are necessary for buffering. Work with Main Street Junction to make them happy, but not negative two (-2) points. I think at some point we could warrant positive four (+4) for landscaping but we need to see the full plan. The Hearth Room does not meet solid to void but I think you can resolve this. The parking study, hard to say. I agree with Mr. Mamula that your parking mitigation plan is very confusing and hard to enforce. The Town doesn't enforce it very well right now. The Town doesn't need another thing to take on for enforcement. I don't know what the solution is, but that is the tough nut to crack in this plan. Additional input, I think the staff should consider the meeting and parking and policy 13R having snow stack out of public view. All of your snow stack is internal and I don't think you have enough room to deal with it. This will be a tough challenge and it doesn't work. The trail maintenance can't be a town issue. I don't know how much pedestrian traffic is on this trail, but this has to be solved.

Mr. Pringle: When I look at the plans I see an uninteresting building I think the windows need to have some more detail. When I see the 3D rendering it looks more interesting. I think you need to look at the trim around the windows and maybe have more of a historic look. The roof lines don't meet the code; the gables should be subordinate to the roof line and a shed roof with nothing under it doesn't count as a roof line to me at all. I suggest you look at that. The site buffering on 3 sides and strategic placement of species on the backside, it needs work between Main Street Junction and your project. The trail can't be maintained by the Town, build something that can be heated and not have to be maintained—offset the energy consumed with solar panels. I have no doubt that Ms. Hart will come up with a plan to make landscaping positive four (+4) points. Hearth Room I think it needs to be addressed; can't have windows as large as shown, but you could still make it a focal point. The horizontal wall needs to be broken up in the back. Traffic study, it stinks down there and we aren't doing anything about it. As far as the restriction on truck driver delivery, it won't work. The parking plan is too dependent on external forces to work in perpetuity. All of the other things will work, if everything externally works. The study says that for 3-4 months your parking won't work. So then what? Allowing residents to use commercial parking is a solution in the area, but that doesn't exist here in this location. There aren't any parking reservoirs. I'm not convinced that websites and travel agents can tackle this. You are giving positive four (+4) points for parking shuttle which is an absolute necessity in your parking plan; we don't give positive points for valet parking when it is a necessity. I would like to rethink the positive four (+4) points for the shuttle. I believe that this is a classic case of too much program; I think it needs a reduction of density because so many of the issues will be solved if there is less density. I'm sorry the Town Council gave you the directive to put this much density there and that is what is creating the problems. Additional stress is put on the plan.

Mr. Schroder: This is a preliminary hearing and I think you have great direction already. Points: Step down the edges to earn the point. Buffering: It sounds like the neighbors are ok with this so I

wouldn't support the negative two (-2) based on the public comments tonight. I would support positive four (+4) for landscape based on Ms. Hart's discussion for a revision. The Hearth Room: It has to have a gigantic window to be Breckenridge but the code does address solid to void, take that comment to heart to fix this. There are some places on the exterior that there is too much solid, look at breaking up the facades with that. Traffic Study: Who knows? Parking: Have you done a reality test? What about Grandpa who wants to go over to Keystone? What about all the gear people have to bring? I have a family of four; there is no way that I'm going to bring all my stuff on a shuttle. Unrealistic.

Mr. Lamb: Bring the roof down to get the positive point. I believe that it does get negative two (-2) because there is so much on this site. Landscaping: I think you could get a plan to us that warrants positive four (+4). The Hearth Room: There is too much glass, take the room out of the conservation district. Traffic: I like the additional lane but you won't get positive points. Parking: If you tone down the density, you would get a better parking plan. If it were me building a hotel, I wouldn't want to have a potential problem for my guests. The windows do need to be vertically oriented. The point analysis, the staff should look back on the amenities. I'm not convinced that the parking is shielded. I commend the Triumph group for working with the neighbors and the community coming out. (Mr. O'Conner: The foundation of what we are trying to say is that there is a track record of a property like this having less parking than this property and this location is great for having fewer cars. I realize that I have more work to do on the parking plan.)

Mr. Lamb: You have our concerns.

OTHER MATTERS:

Ms. Puester: I wanted to give a Town update. On Saturday, there was an article that the Council approved sandwich boards outside of town limits. The Summit Daily News was incorrect. This failed on a second motion. The Council wanted to take the business task force recommendation for inside and outside the core and bring it as one combined review. Also, October 10 is the Planning Commission field trip. The agenda will still need to be solidified. Stay tuned for more details. At least two of you had concerns with timing and finishing earlier in the afternoon; please let Ms. Puester know if this is still the case.

ADJOURNMENT:

The meeting was adjourned at 10:20pm.

Jim Lamb, Chair

MEMORANDUM

To: Mayor and Town Council
From: Rick Holman, Assistant Town Manager
Date: September 12, 2014
Subject: Ordinance Approving a Long-Term Lease with the Saddle Rock Society for Barney Ford Museum and J.R. Hodges Tin Shop (Second Reading)

At Council's direction, staff has been working with the Theobald's, through their legal counsel, for the past several months to develop a long-term lease for the Town's continued use of the Barney Ford Museum and the J.R. Hodges Tin Shop. The attached lease is between the Town and the Saddle Rock Society, a Colorado non-profit, which owns the properties in question.

The highlights of the lease are:

- The term of the lease is for a 10-year period starting in 2014 and ending December 31, 2023.
- The rent due will be \$20,000 each year for the 10-year period.
- The Town as the tenant agrees to continue to operate both the Museum and the Tin Shop at a level the same as or greater than prior years through our partners (BHA and Arts).
- The Town is responsible for all the utility costs, snow removal, and minor maintenance. If any major maintenance (roof, structural, etc) is required, both parties will confer to agree to an acceptable allocation of cost or terminate the lease.
- A "Right of First Offer" is incorporated into the lease and described in Exhibit A. For the term of the lease, if the landlord desires to sell any part of the property described in the lease, a notice must first be delivered to the Town describing the property to be sold and the price. The Town then has 30 days to respond.

Since this lease exceeds one year in length, it must be approved by ordinance. This ordinance is scheduled for second reading on September 23rd. There are no changes from first reading of the ordinance.

BARNEY FORD HOUSE MUSEUM AND J.R. HODGES TIN SHOP LEASE

THIS BARNEY FORD HOUSE MUSEUM AND J.R. HODGES TIN SHOP LEASE (“Lease”) is made and entered into effective the 1st day of [REDACTED] 2014 between the SADDLE ROCK SOCIETY, a Colorado non-profit corporation (“Landlord”) and the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“Tenant”).

RECITALS

Landlord and Tenant agree that the following statements are true and are a material part of this Lease:

WHEREAS, Landlord is the owner of Lots 1, 2, 3, 17 and 18, Block 2, Stiles Addition to the Town of Breckenridge, Summit County, Colorado, located at 111 and 117 E. Washington Avenue, Breckenridge, Colorado (the “Property”), upon which are located the historic Barney Ford House Museum (“Museum”) and the historic structure known as the J.R. Hodges Tin Shop Guest Artist Studio, also known as the Tin Shop, consisting of an artist’s studio and workshop on the ground level and an efficiency apartment on the upper level (“Tin Shop”); and

WHEREAS, Landlord, Landlord’s predecessor and Tenant have all contributed to the restoration, renovation and preservation of the Museum and the Tin Shop; and

WHEREAS, Tenant, with Landlord’s consent, has been in possession of the Property without a lease from 2008 to the date of this Lease; and

WHEREAS, the Tenant desires to lease from the Landlord the Property for the purposes of operating such Property, the Museum, and the Tin Shop in accordance with the terms and provisions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective covenants, conditions, agreements and undertakings set forth herein, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Landlord and Tenant hereby agree and covenant as follows:

1. Lease. Landlord leases to Tenant and Tenant leases from Landlord the Property (also referenced herein as the “Leased Premises”) subject to the terms, provisions, and conditions set forth herein.
2. Term. The term of this Lease shall be ten (10) years, and shall be deemed to have commenced as of 12:01 A.M., local time, on January 1, 2014, and shall end, subject to earlier termination as hereafter provided, at 11:59 P.M., local time in December 31, 2023 (the “Term”). The parties may by mutual agreement extend the Term of this Lease. However, nothing in this Lease shall obligate either the Landlord or the Tenant to extend the Term of this Lease beyond December 31, 2023.

3. Rent. Tenant shall pay to Landlord minimum annual rent (“Minimum Rent”) without deduction, set off, prior notice, or demand, in equal annual installments, in advance, on the following dates: (i) the Minimum Rent of Twenty Thousand and no/100 Dollars (\$20,000.00) for 2014 shall be paid within thirty (30) days of the date of the signing of this Lease; and (ii) the Minimum Rent of Twenty Thousand and no/100 Dollars (\$20,000.00) per year for the remainder of the Term shall be paid on the first day of each year commencing on the first day of January, 2015, and continuing on the first day of January each year thereafter.

4. Additional Rent. All items designated as Additional Rent under this Lease shall be due and payable as specified herein. The term “Rent,” as used herein, shall mean and include Minimum Rent and/or Additional Rent.

5. Security Deposit. No security deposit shall be required from Tenant in connection with this Lease.

6. Quiet Enjoyment. Landlord covenants that upon paying the Rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the Leased Premises for the agreed Term.

7. Use of Leased Premises; Compliance With Landlord’s Rules and Applicable Laws. The Lease Premises may be used by the Tenant to operate the Property, the Museum, and the Tin Shop in accordance with the provisions of this Lease, and for no other purpose without Landlord’s prior written consent, which consent may be withheld in Landlord’s sole and absolute discretion. During the Term Tenant shall comply with: (i) all reasonable rules and regulations which the Landlord may make for the protection of the Lease Premises that do no conflict with the terms of this Lease; and (ii) all laws, ordinances, regulations, rules, and orders of appropriate governmental authorities either now in force or hereafter enacted pertaining to police, fire, sanitation, occupancy, and preservation of the Leased Premises. During the Term Tenant shall not maintain, commit or permit the maintenance or commission of any nuisance on the Leased Premises.

8. Operation, Administration and Management of Museum.

8.1 Use of Property and Museum. The Museum will be operated as a historic interpretive museum by Tenant, or by parties under contract with Tenant, with the hours of operation both during the summer and the winter to be determined from time to time by agreement between Tenant and Landlord.

8.2 Staffing/Hours of Operation. Tenant, or parties under contract with Tenant, shall provide volunteers and/or employees to give historical interpretative tours of the Museum on a regular basis throughout the year. Regular hours are to be agreed upon by Landlord and Tenant from time to time. Tenant shall operate the Museum at the same or greater level as occurred during 2012 and 2013. However, both parties agree that changes or revisions to the agreed upon schedules of operation of the Museum may be considered based upon visitor numbers and other circumstances, and that they may be modified if approved by both parties. Additionally, during periods and times when Tenant has not scheduled the Museum for use, Landlord may supplement the operating

hours of the Museum, or use the Museum for private and fundraising activities, during which times Landlord shall provide its own volunteers and/or employees for staffing purposes. The parties further agree that during periods of anticipated low use by the Tenant tours and operation of the Museum may be interrupted or discontinued, if necessary, to allow for restoration, rehabilitation or repairs of the Museum.

8.3 Admission Fees/Donations. Tenant may charge such fees for admission to the Museum as may be agreed upon between Landlord and Tenant from time to time. If there is no fee charged for admission to the Museum, Landlord and/or Tenant will suggest a minimum recommended donation.

8.4 Museum Supervision. Tenant will use the Museum and the Property only for the purposes stated herein; and shall monitor the condition of the Museum and the Property for safety. During operations and activities conducted by Landlord, Landlord shall perform the same services as are otherwise required by Tenant.

9. Operation, Administration and Management of Tin Shop.

9.1 Operation, Administration and Management. Tenant shall be responsible for, without limitation: (i) the overall oversight and management of the Tin Shop; (ii) recruitment of artists to use and occupy the Tin Shop; (iii) the management and enforcement of contracts with artists for the use and occupancy of the Tin Shop; (iv) programming artist's studio programs and workshops at the Tin Shop; (v) and the development and implementation of a public relations/marketing campaign to promote the Tin Shop. The administration, operation and marketing of the Tin Shop shall be compatible with the geographical area of the Town of Breckenridge commonly known as the "Arts District of Breckenridge", as such area may develop from time to time throughout the Term of this Lease ("Arts District").

9.2 Use of Tin Shop. The Tin Shop shall be operated as a studio and residence for visiting artists, with the term or length of use by each visiting artist to be no longer than one (1) month, unless otherwise agreed between Landlord and Tenant. Tenant shall operate the Tin Shop at the same or greater level as occurred during 2012 and 2013. In order to achieve the greatest benefit, the parties agree that the terms under which the visiting artists shall be permitted to use and occupy the Tin Shop, including, but not limited to such things as: (i) the length of the lease/rental agreement for the Tin Shop; (ii) the rent and/or fees, if any, to be charged to the artist for the use of the Tin Shop; (iii) the amount of the security deposit, if any, to be paid by the artist; (iv) the terms under which the artist will pay or reimburse Tenant for the cost of utilities used or consumed at the Tin Shop, if any; (v) the details of the artist's public workshops/classes; and (vi) the hours of operation of the Tin Shop, which are not to be specified in this Lease, shall be decided by the Tenant. It is understood and agreed that an artist may be offered occupancy and use of the Tin Shop without the requirement that rent and/or fees be paid; that an artist may or may not be asked to contribute a piece of art, to host receptions, offer workshops and demonstrations, and/or to maintain open hours where the Tin Shop is open to the public. The intent of this paragraph is to allow for significant flexibility on the part of Tenant in recruiting and negotiating contracts with visiting artists.

9.3 Selection and Specific Terms of Use of Tin Shop By Artists. The Tenant shall recruit and select visiting artists for occupancy and use of the Tin Shop, with a representative of Landlord serving as a participant in that selection process. The specific terms and conditions under which a visiting artist shall be permitted to use and occupy the Tin Shop shall be determined by the Tenant. In selecting artists who will use and occupy the Tin Shop, the primary goal shall always be to insure that the selected artists will complement the Arts District.

9.4 Other Use of Tin Shop. During the Term of this Lease, the Tin Shop may be used by either the Tenant or the Landlord for both public and private events, some of which may be fundraising events. Such uses shall be mutually agreed upon the Tenant and Landlord.

9.5 Signage, Furnishings and Landscaping. Tenant shall develop, install, and maintain appropriate signage for the Tin Shop that complies with the Tenant's Sign Code. Tenant may also install appropriate furnishings, benches, flowers and other landscaping for the Tin Shop. Tenant shall maintain all flowers and other landscaping installed at the Lease Premises.

10. Marketing, Interpretation and Exhibits. Tenant agrees to advertise and otherwise publicize the Museum, the Tenant tours of the Museum, the Tin Shop, and the Guest Artists at the Tin Shop, all through appropriate signage, publicity, appropriate media (such as newspapers), publicly posted posters, radio publicity, and other publications and media. In conjunction with Landlord, Tenant agrees to develop and install various interpretive signage and other graphic materials pertinent to the promotion and operation of the Museum and the Tin Shop, and to arrange for appropriate interpretive displays within the Museum utilizing display materials and artifacts obtained by Tenant, either through purchase, lease, or loan. The interpretive displays within the Museum may include appropriate exhibits, artifacts, and other materials which would be useful in interpreting the historical significance of the Museum. Some of the artifacts displayed at the Museum may be on loan from Landlord or from the Robin G. Theobald family. All marketing, interpretive, and exhibit artifacts and graphic materials developed by Tenant and pertaining to the Museum or the Tin Shop shall be subject to Landlord's reasonable approval. Upon the expiration or earlier termination of this Lease all marketing, interpretive, and graphic materials (including, but not limited to signage pertaining to the Museum and Tin Shop) developed or owned by Tenant specifically for use in interpreting and/or promoting the Museum and the Tin Shop shall, upon Landlord's request, be conveyed by Tenant to Landlord. The preceding sentence does not apply to any marketing, interpretive, or graphic material, or other intellectual property or property rights developed or created by Tenant, or any third party under contract with the Town to operate the Museum, the Tin Shop, or both the Museum and the Tin Shop, for use in connection with the interpretation, promotion, development, or other use of the "Arts District" in general, or other buildings or spaces within the Arts District other than the Museum and/or Tin Shop.

11. Use of Property Grounds. The grounds of the Property may be used by Tenant for both public and private events, some of which may be fund raising events (if agreed upon from time to time by both Landlord and Tenant). The grounds of the Property may be used by Landlord for public and private events, some of which may be fund raising events, and all funds

resulting from fund raising events held by Landlord shall be used solely and exclusively for the improvement, maintenance, and operation of the Leased Premises.

12. Utilities. Tenant shall pay the costs of all utility services required at the Leased Premises, (including both the Museum and the Tin Shop), including, but not limited to, water, sewer, gas, electricity and telephone. If possible, Tenant shall contract directly with utility providers. Landlord shall not be liable for any personal injury or property damage resulting from negligent operation or faulty installation of utility services provided for use on the Leased Premise, nor shall Landlord be liable for any injury or damage suffered by Tenant as a result of the failure to make necessary repairs to the utility facilities. Tenant shall be liable for any injury or damages to the equipment or service lines of the utility suppliers that are located on the Leased Premises, resulting from the negligent or deliberate acts of Tenant, or its employees, agents or visiting artists. In particular, Tenant shall be liable for any loss or damage due to freezing, stoppage, or blockage of water pipes or plumbing fixtures on the Leased Premises.

13. Parking. Use of any parking area provided by the Landlord shall be governed by such rules and regulations as may be made from time to time by Landlord. The use of any such parking area by Tenant shall be at Tenant's risk and with the understanding and agreement that Landlord shall not be liable for personal injury or loss of or damage to property occurring thereon.

14. Taxes. The parties acknowledge that, pursuant to Section 39-3-105, C.R.S., all real or personal property of the Tenant is exempt from taxation. However, the parties agree that any taxes lawfully assessed arising from Tenant's occupancy and use of the Leased Premises pursuant to this Lease shall be paid by Tenant, and Tenant shall indemnify and hold Landlord harmless from any such taxes. Any taxes due arising from Tenant's occupancy and use of the Leased Premises pursuant to this Lease shall be paid by Tenant in a timely manner. Prior to the last day for payment of such taxes without penalty or interest, Tenant shall provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the taxes. Tenant may pay any taxes in installments if permitted by law. If any taxes are assessed arising from Tenant's occupancy and use of the Property pursuant to this Lease, the Tenant shall have the right, at its sole expense, to contest any such taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings; provided that the commencement and prosecution of such legal proceedings does not jeopardize Landlord's interest in the Property during the pendency of the proceedings, and that the Tenant makes timely payment of such taxes if the Tenant loses the contest or there is any risk whatsoever that the Property may be sold. The Tenant shall advise the Landlord prior to instituting any such contest and shall as a condition of exercising such right provide the Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this paragraph. Landlord at Tenant's sole cost and expense, shall reasonably cooperate with Tenant in any such contest, may join in the contest, and shall execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

15. Alterations And Improvements. Tenant shall make no alteration to the Leased Premises or any portion of the Property without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. All alterations, changes and improvements built, constructed or placed in or on the Leased Premises or any portion of

Property by Tenant, with the exception of: (i) fixtures removable without damage to the Leased Premises and (ii) moveable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, become the property of the Landlord and shall remain on the Leased Premises at the expiration or sooner termination of this Lease.

16. Assignment And Sublease. Tenant shall not sublet the Leased Premises or any part thereof, or assign this Lease, or any part hereof, without the prior written consent of the Landlord, which consent may be withheld in Landlord's sole and absolute discretion. However, it is acknowledged that the Tenant may permit the Tin Shop to be used by visiting artists in connection with its "Visiting Artist Program" as described in paragraph 9, and that such use shall not constitute a violation of this Lease. The language of this paragraph 16 shall not serve to prohibit the operation of the Museum by the Breckenridge Heritage Alliance or the operation of the Tin Shop by the Arts District of Breckenridge.

17. Exhibits, Artifacts, Maintenance, Repair And Snow Plowing.

17.1 Tenant will furnish to Landlord an up-to-date inventory of artifacts, exhibits, appliances, and other personal property in and upon the Leased Premises as of the first day of each tour season. In the event of any loss of or damage to any artifacts, exhibits, appliances or other personal property located upon and within the Leased Premises, Landlord and Tenant shall report to one another, and cooperate in resolving any insurance claim with respect to such loss or damage.

17.2 Tenant shall, at Tenant's sole expense, keep and maintain the Landlord's appliances, and all other personal property and Tenant's trade fixtures located in the Leased Premises, including both the Museum and the Tin Shop, in as good and sanitary a condition and state of repair as existed at the commencement of this Lease.

17.3 Tenant shall maintain the grounds of the Property, including all vegetation, in good condition at all times during the Term of the Lease.

17.4 During the Term of this Lease, Tenant, at Tenant's sole expense, shall provide all "Minor Repairs and Maintenance" to the Leased Premises that are necessary to allow the Leased Premises to be used by Tenant as described herein. As used in this Paragraph "Minor Repairs and Maintenance" includes all maintenance and periodic upkeep of the Leased Premises that is not a "Major Repair and Maintenance" as defined in Paragraph 17.5. Without limiting the generality of the preceding sentence "Minor Repairs and Maintenance" includes interior and exterior painting and oiling of the shingles of the Leased Premises. No work shall be done by Tenant on the structural elements of the Museum or the Tin Shop without Landlord's prior approval.

17.5 As used in this Lease the term "Major Maintenance" includes repair or replacement of the roof, foundation, exterior walls, interior structural walls, all structural components, windows, and all systems of the Leased Premises, such as mechanical, electrical, heating/ventilation and plumbing (except repairs or replacement of the interior plumbing system caused by Tenant's misuse or negligence, which shall be a Minor Repair and Maintenance to be performed by the Tenant pursuant to Paragraph 17.4). If the Leased

Premises require Major Maintenance, the Landlord and the Tenant shall meet and confer about such maintenance, and attempt to arrive at an acceptable allocation of the cost thereof between the Landlord and the Tenant. If the Landlord and the Tenant are unable to agree as to an acceptable allocation of the cost of an item of Major Maintenance this Lease may be terminated by either party upon not less than 180 days' notice to the other party, unless a shorter notice is required because the Leased Premises are unsafe to occupy.

17.6 If, during the Term of this Lease, Landlord gives notice to Tenant of the need for Minor Repairs and Maintenance of the Leased Premises or the Property, and such Minor Repairs and Maintenance are not performed by Tenant in a timely manner, Landlord may undertake such Minor Repairs and Maintenance and thereafter Tenant shall reimburse Landlord for the cost of same.

17.7 During the Term of this Lease, Tenant, at Tenant's sole expense, shall provide all required snow plowing necessary to allow the Leased Premises to be used by Tenant as described herein.

18. Surrender of Leased Premises; Removal of Tenant's Property. At the end of the Term Tenant shall surrender the Leased Premises to the Landlord in as good a condition as existed at the time of the commencement of this Lease, normal wear and tear excepted. At the end of the Term Tenant shall remove its property from the Leased Premises. Any property of Tenant's not removed from the Leased Premises by Tenant at the expiration of this Lease shall be considered abandoned and Landlord shall have the right (but not the duty), without any notice to Tenant, to sell or otherwise dispose of the same at the expense of the Tenant and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

19. Inspection Of Leased Premises. Tenant acknowledges that it has inspected the Leased Premises and is aware of its condition. Tenant accepts the Leased Premises in "AS IS" condition without recourse to Landlord for any dangerous conditions, known or unknown. Tenant further stipulated that the Leased Premises are, at the time of this Lease, in good order, repair, and in safe, clean, and tenantable condition.

20. Access To Leased Premises. Tenant shall permit Landlord, its agents, employees and contractors, to have access to and to enter the Leased Premises, including both the Museum and the Tin Shop, at all reasonable times.

21. Liens. Tenant shall not permit the creation of any type of lien upon the Leased Premises, including, but not limited to a mechanic's or materialmen's lien. The indemnification provisions of this Lease shall apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Leased Premises, any lien, charge or order for the payment of money shall be filed against the Leased Premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days from the filing of such lien.

22. Hazardous Materials. Tenant shall not store or permitted the storage on the Leased Premises of any type of hazardous or similar material which is regulated by federal, state or local regulation.

23. Termination If Leased Premises Are Damaged. If the Leased Premises, or any part thereof, shall be damaged by fire or other casualty during the Term of this Lease, this Lease may be terminated by either party upon written notice to the other party given in the manner provided in paragraph 33.

24. Tenant Default. Tenant shall be in default under this Lease if Tenant fails to comply with any of the terms, provisions or covenants of this Lease. In such event Landlord shall serve upon Tenant a demand for compliance in accordance with Colorado law.

25. Landlord's Remedies Upon Default. If the Tenant is in default under this Lease, Landlord shall have all of the remedies provided for in such circumstances by Colorado law, including, without limitation, the right to terminate this Lease by written notice to Tenant, in which event Tenant shall immediately surrender the Leased Premises to Landlord and, if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Leased Premises and expel or evict Tenant and any other person who may be occupying the Leased Premises or any part thereof, by force if necessary, so long as Landlord does not commit a breach of the peace in doing so, without being liable for any claim for damages therefore.

26. Holdover By Tenant. Should Tenant remain in possession of the Leased Premises with the consent of Landlord after the natural expiration of this Lease, a new tenancy from month to month shall be created between Landlord and Tenant which shall be subject to all the terms and conditions hereof, but shall be terminable on ten (10) days' written notice served by either Landlord or Tenant on the other party.

27. Insurance.

27.1 Tenant shall procure and maintain general liability insurance with minimum limits of liability not less than the limits of liability established under the Colorado Governmental Immunity Act (Section 24-10-101, et seq., C.R.S., as amended from time to time) ("Act"), which limits are as of the commencement of this Lease three hundred fifty thousand Dollars (\$350,000) for injuries or damages sustained to one person in any single occurrence and nine hundred ninety thousand dollars (\$990,000) for injuries or damages sustained to two or more persons in any single occurrence. Such coverages shall be procured and maintained with forms and insurers reasonably acceptable to the Landlord; provided, however, that the Tenant's liability insurance provided by the Colorado Intergovernmental Risk Sharing Agency (CIRSA) shall be deemed to be acceptable to Landlord. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Tenant pursuant to the provisions of this Lease. In the case of any claims-made policy, the necessary retroactive damages and extended reporting periods shall be procured to maintain such continuous coverages.

27.2 The Tenant's general liability insurance policy required by paragraph 27.1, above, shall be endorsed to include the Landlord as an additional insured. The Tenant's general liability insurance policy above shall be primary insurance, and any insurance carried by Landlord, its officers, or its employees shall be excess and not contributory insurance to that provided by Tenant. Tenant shall be solely responsible for any deductible losses under the Tenant's required general liability insurance.

27.3 A certificate of insurance shall be completed by Tenant's insurance agent and provided to the Landlord as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be review and approved by Landlord prior to commencement of the Term of this Lease. The certificate shall identify this Lease and shall provide that the coverages afforded under the policies shall not be canceled or terminated until at least thirty (30) days' prior written notice has been given to Landlord. The completed certificate of insurance shall be sent to:

Saddle Rock Society
c/o Theobald
P.O. Box 1749
Breckenridge, CO 80424

27.4 Notwithstanding any other portion of this Lease, failure of the part of Tenant to procure or maintain policies provided the required coverages, conditions, and minimum limits shall constitute a material breach of this Lease for which Landlord may immediately terminate this Lease.

28. Right of First Offer. The attached Exhibit "A" is incorporated herein by reference. Notwithstanding anything contained in this Lease to the contrary, the Right of First Offer Provision described in Exhibit "A" shall terminate upon the termination or expiration of this Lease.

29. No Waiver Of Governmental Immunity. The parties hereto understand and agree that Tenant is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Act, or any other limitation or defense otherwise available to Tenant, its officers, or its employees.

30. Indemnification. To the extent of the limits of liability established from time to time by the Act, Tenant agrees to indemnify and hold Landlord harmless from and against liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss or any kind whatsoever, which occur on the Leased Premises and which arise out of or are in any manner connected with Tenant's occupancy of the Leased Premises pursuant to this Lease. Tenant agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claim, or demand at the sole expense of Tenant. Tenant also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees. Provided, however, that Tenant's obligations under this paragraph shall in no event exceed the monetary limitations established from time to time by the Act, and shall be

applicable to any injury, loss, or damage that arises during a time the Landlord uses the Leased Premises.

31. Non-liability Of Landlord. Tenant hereby releases Landlord from any and all liability for any injury or damage to Tenant, or to Tenant's property located on or about the Leased Premises, resulting from any cause whatsoever, except injury or damage resulting from the willful act of Landlord, or the representatives, agents, and employees of Landlord.

32. Attorney's Fees. If any action is brought in a court of law by either party to this Lease concerning the enforcement, interpretation or construction of this Lease, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution of defense of such action.

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

If intended for Tenant, to:

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

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

Timothy H. Berry, Esq.
Timothy H. Berry, P.C.
P.O. Box 2
Leadville, Colorado 80461
Telecopier number: (719) 486-3039
Telephone number: (719) 4486-1889

If intended for Landlord, to:

Saddle Rock Society
c/o Theobald
Attention: Patty Theobald
P.O. Box 1749
Breckenridge, Colorado 80424
Telecopier number: (970) 453-4998
Telephone number: (970) 453-6901

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

D. Wayne Brown, Esq.
West Brown Huntley Hunter Teodoru PC
P.O. Box 588
Breckenridge, Colorado 80424
Telecopier number: (970) 453-0192
Telephone number: (970) 453-2901

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

34. Annual Appropriation. Financial obligations of the Tenant under this Lease payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds shall not be made available, this Lease may be terminated by either party without penalty; provided, however, that in the event of termination of this Lease pursuant to this paragraph the Tenant will pay Landlord all Minimum Rent due for the Property through the end of the last fiscal year in which sufficient funds to pay the Minimum Rent were appropriated. The Town's obligations hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

35. Time of Essence. Time is of the essence of this Lease.

36. No Partnership. Notwithstanding anything contained in this Lease to the contrary, it is expressly understood and agreed that the Landlord shall not be construed or held to be a partner, associate or joint venturer of Tenant in the conduct of its business.

37. Third Parties. This Lease does not, and shall not be deemed or construed to, confer upon or grant to any third party any right to claim damages or to bring suit, action or other proceeding against either the Landlord or the Tenant because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

38. Complete Agreement. It is understood and agreed that this Lease contains the complete and final expression of the agreement between the parties as to the subject matter of this Lease and that there are no promises, representations, or inducements except as are herein set forth.

39. Modification. This Lease may be modified or amended only by a duly authorized written instrument executed by the parties hereto. Oral modifications of this Lease shall not be permitted.

40. Applicable Law. This Lease shall be interpreted in all respects in accordance with the laws of the State of Colorado. The parties agree to the jurisdiction and venue of the courts of Summit County, Colorado in connection with any dispute out of or in any matter connected with this Lease.

41. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Lease.

42. Waiver. The failure of either party to exercise any of its rights under this Lease shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

43. No Recording. This Lease shall NOT be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado.

44. Binding Effect. This Lease shall be binding upon, and shall inure to the benefit of, the parties and their respective successors.

45. Copy of Lease. Both parties hereby acknowledge receipt of a complete and signed copy of this Lease.

IN WITNESS WHEREOF, the parties have executed this Museum and Tin Shop Lease this ____ day of _____, 2014.

LANDLORD:

SADDLE ROCK SOCIETY, a Colorado non-profit corporation

By: _____

Title: _____

TENANT:

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
Timothy J. Gagen, Town Manager

ATTEST:

Helen Cospolich, Town Clerk

Exhibit "A"

RIGHT OF FIRST OFFER

1. Property – Defined. As used in this Right of First Offer provision, the "Property" includes the Museum, the Tin Shop, or both the Museum and the Tin Shop.

2. Right of First Offer. The Landlord will not sell the Property without first offering the Property to the Tenant pursuant to this Right of First Offer Provision. This Right of First Offer Provision creates a specifically enforceable right of first offer to purchase the Property in favor of the Tenant subject to the terms and conditions of this Right of First Offer Provision.

3. Procedure to Comply With Right of First Offer. The right of first offer created by this Lease will be honored by the Landlord and exercised by the Tenant in the following manner:

A. If the Landlord desires to sell the Property, the Landlord will first send a written offer ("Offer") to the Tenant by certified mail, return receipt requested, addressed to P.O. Box 168, Breckenridge, Colorado 80424, or at any other mailing address for the Tenant then shown on the Town of Breckenridge website (<http://www.townofbreckenridge.com>). Alternatively, the Offer may be personally delivered to the Town Manager. The Offer will have been properly served on the Tenant when it is delivered to the Town Manager, or upon the Tenant's receipt of the Offer if the Offer is served by mail, whichever is applicable.

B. An Offer must describe the portion of the Property proposed to be sold, and state a specified price and all principal terms and conditions of the proposed sale. The Offer must also set forth the Landlord's then-current mailing address to which any notice of acceptance of the Offer may be delivered.

C. If the Tenant desires to accept the Offer, the Tenant must notify the Landlord in writing of such acceptance within 30 days of the date of service of the Offer upon the Tenant. Notice of the Tenant's acceptance of the Offer must either be personally delivered to the Landlord, or sent by certified mail, return receipt requested, to the Landlord at the mailing address set forth in the Offer. A notice of acceptance is valid and effective when personally delivered to the Landlord, or when mailed to the Landlord at the mailing address set forth in the Offer, whichever is applicable.

D. If the Tenant fails give Landlord written notice of acceptance of the Offer within the 30 day period, the Landlord may, within 180 days after the expiration of the 30 day period described above, sell the Property at or above the sale price described in the Offer. Such sale may be made free and clear of the right of first offer provided for in this Property. If the Property is not sold within such 180-day period, any subsequent sale of the Property is subject to the requirement that a new Offer be given to the Tenant in accordance with this Right of First Offer Provision.

E. If the Tenant accepts the Offer, then the Landlord and the Tenant will negotiate in good faith and attempt to reach a commercially reasonable contract for the purchase and sale of the Property. If the Tenant and the Landlord sign a contract for the purchase and sale of the Property, the rights and responsibilities of the Parties will be as set forth in the contract. If the

Tenant and the Landlord have not signed a bona fide contract for the sale and purchase of the Property within 30 days after the giving of timely notice of acceptance of the Offer by the Tenant, the Landlord may sell the Property to any party at or above the sale price described in the Offer, but not for a price that is less than 100% of the Offer. Such sale may be made free and clear of the right of first offer provided for in this Property.

F. The provisions of this Right of First Offer Provision are specifically enforceable by the Tenant.

4. **Termination of Right of First Offer.** Notwithstanding anything contained herein to the contrary, this Right of First Offer shall terminate upon the termination or expiration of the attached Barney Ford House Museum and J.R. Hodges Tin Shop Lease.

MEMORANDUM

To: Mayor and Town Council
From: Tim Gagen, Town Manager
Date: September 12, 2014
Subject: Second Reading of an Ordinance for Fourth Amendment to Lease with Pinewood Village Apartments

This is the second reading of an ordinance that would allow the Town to execute a “Fourth Amendment to the Lease” with Pinewood Village Apartments. There are no changes to the lease or the ordinance from first reading.

1 **FOR WORKSESSION/SECOND READING SEPT. 23**

2
3 COUNCIL BILL NO. ____

4
5 Series 2014

6
7 AN ORDINANCE AUTHORIZING THE EXECUTION OF A “FOURTH AMENDMENT TO
8 LEASE” WITH CORUM BRECKENRIDGE EQUITIES, LLC, A COLORADO LIMITED
9 LIABILITY COMPANY
10 (Pinewood Village)

11
12 WHEREAS, the Town and Breckenridge Village Apartments, LLC, a Colorado limited
13 liability company (“**BVA**”), entered into that certain Lease dated June 14, 1995 (“**Original Lease**”),
14 whereby the Town leased to BVA, and BVA leased from the Town, that certain real property
15 known as Lot 5, Block 1, Parkway Center Subdivision, Town of Breckenridge, County of Summit
16 and State of Colorado, for the construction and operation by BVA of an affordable housing project
17 known as “Pinewood Village”; and

18
19 WHEREAS, Section 20.9 of the Lease provides that the Lease may be amended by written
20 agreement executed by the parties; and

21
22 WHEREAS, the Original Lease has previously been amended by: (i) the Amendment to
23 Lease dated November 20, 1995; (ii) the Second Amendment to Lease dated February 28, 1996;
24 and (iii) the Third Amendment to Lease dated June 3, 1996; and

25
26 WHEREAS, BVA, with the consent of the Town, assigned its interest in the Original Lease,
27 as amended, to Corum Breckenridge Equities, LLC, a Colorado limited liability company
28 (“**Corum**”), and Corum is now the tenant under the Original Lease; and

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

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

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

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

43
44 Section 2. The Town Council hereby finds, determines, and declares that it has the power
to adopt this ordinance pursuant to: (i) Section 1-11-5 of the Breckenridge Town Code ; (ii) the

1 authority granted to home rule municipalities by Article XX of the Colorado Constitution; and
2 (iii) the powers contained in the Breckenridge Town Charter.

3 Section 3. This ordinance shall be published and become effective as provided by Section
4 5.9 of the Breckenridge Town Charter.

5 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
6 PUBLISHED IN FULL this ____ day of _____, 2014. A Public Hearing shall be held at the
7 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
8 _____, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
9 Town.

10
11 TOWN OF BRECKENRIDGE, a Colorado
12 municipal corporation
13

14
15
16 By: _____
17 John G. Warner, Mayor
18

19 ATTEST:
20
21

22
23 _____
24 Helen Cospolich
25 Town Clerk
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Prepared by, and after recording
return to:
Moss & Barnett (Elizabeth Kiernat)
A Professional Association
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-4129

Freddie Mac Loan No.: 708114466
Property Name: Pinewood Village

FOURTH AMENDMENT TO LEASE

This FOURTH AMENDMENT TO LEASE (“Amendment”) is made to be effective as of the _____, 2014, by and between the Town of Breckenridge, a Colorado municipal corporation (“Landlord”) as landlord, and Corum Breckenridge Equities, LLC, a Colorado limited liability company (“Tenant”), as tenant.

RECITALS

A. Tenant is the holder of a leasehold estate affecting the property commonly known as Pinewood Village Apartments, located in Breckenridge, Colorado and more particularly described in Exhibit A (the “Property”), which leasehold estate is evidenced by that certain Lease dated June 14, 1995, between Landlord and Breckenridge Village Apartments, LLC, a Colorado limited liability company, predecessor in interest to Tenant, which Lease was recorded July 21, 1995 at Reception No. 495017 in the Official Records of Summit County, Colorado, as thereafter amended (collectively, the “Ground Lease”). A list of all the documents constituting the Ground Lease is attached hereto as Exhibit B.

B. Tenant is in the process of obtaining a mortgage loan in an amount of \$5,855,000.00 (the “Loan”) from NorthMarq Capital, LLC, a Minnesota limited liability company (“NorthMarq”), which Loan will be secured by Tenant’s interest in the Ground Lease, and which Loan will be ultimately assigned to Federal Home Loan Mortgage Corporation (“Freddie Mac”) (NorthMarq and Freddie Mac are referred to hereinafter collectively or individually as “Lender”).

C. Landlord and Tenant have been requested to execute this Amendment and in so doing acknowledge that NorthMarq and Freddie Mac will rely upon this Amendment, and the covenants and terms contained herein as a precondition of the making and funding the Loan to Tenant.

NOW THEREFORE, for and in consideration of the mutual covenants contained in this Amendment, Landlord and Tenant hereby amend the Ground Lease as follows:

1. The parties acknowledge that all “Preferred Return” obligations have been satisfied and paid, therefore Section 1.33 “Preferred Return” is deleted in its entirety, and all other references to “Preferred Return” in the Ground Lease shall be deleted.

2. Section 1.30 of the Ground Lease is deleted in its entirety and replaced with the following:

1.30 “Operations Proceeds” shall mean 75% of surplus cash proceeds received from the operation of the Project after the payment of all costs and expenses incurred by Tenant in the operation and management of the Project, including without limitation, debt service, replacement reserve contributions, contributions to reserves (i.e. taxes and insurance reserves) management fees, and all other operational and maintenance expenses.

3. A new Section 1.47 of the Ground Lease is added as follows:

“Loan” shall mean a loan in an amount of \$5,855,000 evidenced by the Multifamily Note dated as of _____, 2014 (“Note”), and executed by Tenant in favor of NorthMarq Capital, LLC, a Minnesota limited liability company, which Loan will be secured by Tenant’s interest in the Property, and which Loan will be ultimately assigned to Federal Home Loan Mortgage Corporation (“Freddie Mac”) (NorthMarq and Freddie Mac are referred to hereinafter collectively or individually as “Lender”).

4. Landlord agrees to notify Lender at the addresses set forth below, or such other addresses as provided to Landlord in writing, upon the occurrence of any default under the Ground Lease or any event which with the passage of time or the giving of notice or both would constitute a default under the Ground Lease.

NorthMarq Capital, LLC
Attention: Servicing
3500 American Boulevard West, Suite 500
Bloomington, MN 55431

Freddie Mac
Attention: Director, Asset
Management
8100 Jones Branch Drive
McLean, VA 22102

5. Landlord agrees and acknowledges that Tenant may obtain financing or refinancing with respect to the Project and Tenant’s interest in the Property without Landlord’s consent, and Landlord shall have no right to approve any documents executed by Tenant in connection with any such financing or refinancing, including but not limited with respect to the Loan. Landlord and Tenant agree that, for so long as the Loan is secured by the Property, the fee

estate of the Landlord may not be subject to any encumbrances and Landlord agrees that it will not mortgage the fee estate.

6. Notwithstanding any other provisions in Ground Lease, Landlord shall not receive any insurance proceeds until (i) the Property is restored or (ii) Lender is paid in full.

7. Notwithstanding Sections 7.3 and 11.3 in the Ground Lease, Landlord and Tenant agree to the following: (a) Lender shall have the right to participate in adjustment of losses as to casualty/hazard insurance proceeds; (b) the payment of casualty/hazard insurance proceeds shall be made to the Lender or an independent trustee acceptable to the Lender; (c) any casualty/hazard insurance proceeds that remain after the restoration of the Property is completed shall be paid to the Tenant (subject to the Lender's lien) rather than to the Landlord; and (d) Tenant's obligation to rebuild the Property shall be limited to the amount of available casualty/hazard insurance proceeds.

8. Section 13.3.F. of the Ground Lease is amended and restated to read as follows:

(F) Mortgagee's General Cure Rights. With respect to any Tenant default which cannot be cured by a Mortgagee, including, but not limited to, the filing of bankruptcy by the Tenant, or Tenant's abandonment of the Project, so long as the Mortgagee has diligently exercised its rights and remedies and has cured any curable Tenant defaults within the time period(s) provided herein, Landlord shall waive any such defaults that cannot be cured by Mortgagee, provided that such Mortgagee shall also have the right to foreclose its Mortgage and to acquire Tenant's interest in this Lease. This Lease shall not be terminable by the Landlord as a result of good standing status or other defaults by Tenant that by their nature are not capable of being cured by a Mortgagee. If this Lease terminates for any reason other than expiration of the term (including rejection or deemed rejection in bankruptcy, Mortgagee's inability to cure a default, merger of title or attempted surrender by Tenant), Landlord agrees that it will either waive such default or enter into a new ground lease with Mortgagee or its nominee on the same terms and conditions as this Lease, as amended, and with the same priority.

9. No merger of fee title with the Ground Lease interest under any circumstances (whether effected by the Landlord or the Tenant) shall result in the termination of the Ground Lease or an extinguishment of any Ground Lease mortgage.

10. In the event of foreclosure of the Property by Lender, Lender may exercise any rights to extend the Ground Lease or purchase the Property (if applicable) without the joinder of the Tenant.

11. The following sentence is added to the end of Section 20.9: "If Tenant unilaterally modifies, restates, terminates, surrenders or cancels the Ground Lease without the prior consent of the Lender, then such actions shall be void at the option of the Lender."

12. Notwithstanding Section 19, Landlord acknowledges that its right to purchase Tenant's interest in the Lease is prohibited as long as the Lender's mortgage is outstanding.

13. Notwithstanding anything to the contrary in the Ground Lease, Landlord and the Tenant hereby agree that any and all condemnation awards received by the Tenant or Landlord in connection with the Property shall be delivered to Tenant, subject to the provisions of any mortgage recorded against the Property.

14. Notwithstanding anything to the contrary in the Ground Lease, Tenant's share of any condemnation award shall be no less than the total condemnation award less the value of Landlord's remainder interest in the Project, considered as if unimproved but encumbered by the Ground Lease. To the extent that Tenant is entitled to any condemnation award, it shall be paid to the most senior Mortgagee to be used first to restore the Improvements to the extent not otherwise taken (i.e. partial condemnation) or otherwise in accordance with the applicable mortgage documents.

15. Notwithstanding any other provision in the Ground Lease to the contrary, in the event of a partial condemnation, this Lease shall continue unless Tenant and Landlord shall agree to terminate the Lease with the consent of the Mortgagee. Any condemnation award shall be paid to the most senior Mortgagee or a trustee it designates to be used first to restore the Improvements or otherwise in accordance with the applicable mortgage documents. Any remainder shall be disbursed to the most senior Mortgagee to the extent required by its loan documents and any excess to Tenant.

16. This Amendment shall only be in full force and effect during the term of the Loan. After the Loan has been repaid in its entirety, this Amendment shall be null and void except for Section 1 in this Amendment shall survive after the Loan has been repaid.

[The remainder of this page is left intentionally blank; signature pages follow]

LANDLORD:

Town of Breckenridge,
a Colorado municipal corporation

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, the _____ of Town of Breckenridge, a Colorado municipal corporation, on behalf of the municipal corporation.

Signature of Person Taking Acknowledgement

Title

Serial Number, if any

**Exhibit A
Legal Description**

LOT 5, BLOCK 1, PARKWAY CENTER SUBDIVISION FILING NO. 1 AMENDED,
COUNTY OF SUMMIT, STATE OF COLORADO

Exhibit B
List of ground lease, amendments, supplements, options, etc.

Lease dated June 14, 1995, by and between Breckenridge Village Apartments, LLC, a Colorado limited liability company, as tenant, and Town of Breckenridge, a Colorado municipal corporation, as landlord, recorded July 21, 1995 in the Official Records of Summit County, Colorado at Reception No. 495017, as amended by that certain Amendment to Lease recorded January 9, 1996 in the Official Records of Summit County, Colorado at Reception No. 507077, that certain Second Amendment recorded May 1, 1996 in the Official Records of Summit County, Colorado at Reception No. 514233, and that certain Third Amendment recorded June 28, 1996 in the Official Records of Summit County at Reception No. 518117, as assigned and assumed by an Assignment and Assumption of Lease dated _____, 2014 from Breckenridge Village Apartments, LLC, as Assignor to Borrower, the current Tenant and recorded in the Official Records of Summit County, Colorado.

2528491v5



MEMORANDUM

TO: Town Council

FROM: Julia Puester, AICP, Senior Planner

DATE: September 17, 2014 for meeting of September 23, 2014

SUBJECT: First Reading: Condo-Hotel Code Modification

The Planning Commission and Town Council have had numerous discussions on the condo-hotel topic since 2013.

The reason the Town created the condo-hotel land use category originally was to provide an incentive (i.e., density bonus) for short term lodging. Due to the density bonus for condo-hotels, the Town has seen little in the development of pure residential condominiums. Rather, condo-hotels have been developed and in part due to changes in how reservations and general business is conducted since this definition was created (e.g., cell phones and off site property management companies), compliance issues have arisen.

On August 26th, the Town Council discussed the Planning Commission recommendations and directed staff to draft an ordinance that would apply to new condo-hotels and modifications to existing condo-hotels as follows:

Condo-Hotels Definition Change

Condo-Hotels/Condominium Definition:

- Create one inclusive definition for condo-hotels and condominiums which eliminates the current definition requirements for “a twenty four (24) hour front desk check in operation, a central phone system to individual rental units, meeting rooms, food services”;
- Utilize the existing 1,200 square foot multiplier for condo hotels as the multiplier for the soon to be combined definition; and
- Maintain a requirement for recreation and/or leisure amenities.

Hotel Definition:

- Allow for a limited kitchen in units.

Existing Condo-Hotel Space Conversions into Deed Restricted Units

The other issue staff received direction on from Town Council in February relates to existing condo-

hotel structures and requests received by the Planning Department to convert unused finished space (which had been 24 hour check in desks, meeting facilities and/or amenities) to deed restricted employee housing rentals. The Council was agreeable to handling such requests on a case by case basis via a Development Agreement. The Development Agreement process would allow Council to have the discretion to determine if a particular conversion was appropriate. As this would be a Development Agreement process, staff does not believe that a change to the Development Code is needed. However, should the Town Council desire to have such applications codified within the Development Code rather than with Development Agreements, staff will draft additional language.

A copy of the proposed ordinance is attached. Staff will be available at the meeting to answer any questions.

1 **FOR WORKSESSION/FIRST READING – _____**

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

5
6 COUNCIL BILL NO. ____

7
8 Series 2014

9
10 AN ORDINANCE AMENDING TITLE 9 OF THE BRECKENRIDGE TOWN CODE
11 CONCERNING CONDOMINIUMS AND CONDO HOTELS

12
13 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
14 COLORADO:

15
16 Section 1. The definition of “condominium” contained within the definition of
17 “Residential Use” in Section 9-1-5 of the Breckenridge Town Code is repealed.

18
19 Section 2. The following definitions contained within the definition of “Residential Use”
20 in Section 9-1-15 of the Breckenridge Town Code are amended to read as follows:

21 **Condominium** ~~Condominium/Hotel~~:

A multi-unit structure in which units may be individually owned and which provides on the site of the development ~~a centralized management structure incorporating the following features: a) a twenty four (24) hour front desk check in operation, b) a central phone system to individual rental units, c) meeting rooms or recreation and leisure amenities, and d) food services.~~

Hotel/Lodging/Inn:

A multi-unit structure **owned by a single owner** which provides a centralized management structure incorporating the following features or standards: ~~no~~ **limited** kitchens ~~of any kind~~ in the units, a twenty four (24) hour front desk check in operation, a central phone system to individual rental units, meeting rooms, food services, and recreational or leisure amenities.

22
23 Section 3. Section 9-1-5 of the Breckenridge Town Code is amended by the addition of
24 the following definition:

25 **Limited Kitchen:**

May include a refrigerator, dishwasher,

cook top, and cupboards. An oven is not allowed in a limited kitchen.

Section 4. Subsection B of Section 9-1-19-3A, "Policy 3 (Absolute) Density/Intensity," of the Breckenridge Town Code is amended to read in its entirety as follows:

B. Residential: Residential uses whose allowed densities are calculated in terms of units within the land use guidelines shall utilize the following square footage conversion tables to determine the maximum dwelling area allowed within a specific project. (The town requires dwelling units to be converted to square footage rather than units because the town has determined that the impacts of a development are more closely related to the total square footage of the project than the number of units.) Furthermore, it is the intention of the town to encourage uses which have been determined to be needed and desirable for the general benefit of the town, and to discourage those uses which it determines provide little or no benefit or are a detriment to the community.

CONVERSION TABLE - RESIDENTIAL USES

Within Conservation District:

Single-family	One unit = 1,600 sq. ft.
Duplexes and townhouses	One unit = 1,600 sq. ft.
Condominiums or boarding houses	One unit = 900 sq. ft.
All other residential (including bed and breakfast, apartment, and condo-hotel <u>condominium</u>)	One unit = 1,200 sq. ft.

Outside Conservation District:

Single-family	One unit = unlimited sq. ft.*
Duplex included within site plan level development permit with net density of less than 5 units per acre	One unit = unlimited sq. ft.*
Duplex included within site plan level development permit with net density of 5 units per acre or more	One unit = 1,600 sq. ft.
Townhouse	One unit = 1,600 sq. ft.
Hotel, inn, motel, bed and breakfast	One unit = 1,380 sq. ft.
Condominiums or B boarding houses	One unit = 900 sq. ft.
All other residential (including apartment and condo-hotel <u>condominium</u>)	One unit = 1,200 sq. ft.

1 *Refer to Section A of Section 9-1-19-4A, "Policy 4 (Absolute) Mass,"
2 subsection A of this Chapter for mass limitations in certain subdivisions that may
3 further limit above ground density.
4

5 Section 5. Subsections (A)(3) and (A)(4) of Section 9-1-19-4R, "Policy 4 (Relative)
6 Mass," of the Breckenridge Town Code are amended to read as follows:
7

8 (3) ~~Condominiums, Apartments, A~~and Boarding Houses: ~~Condominium,~~
9 ~~a~~Apartment and boarding house developments may be allowed an additional
10 fifteen percent (15%) of aboveground floor area for the provision of ~~accessories,~~
11 amenities; and/or common areas.
12

13 (4) ~~Condo-Hotels~~ Condominiums, Hotels, Inns, And Lodges: ~~Condo-hotels~~
14 Condominiums, hotels, inns, lodges, and other similar uses may be allowed an
15 additional twenty five percent (25%) of aboveground floor area for the provision
16 of ~~accessory,~~ amenities; and/or common areas.
17

18 Section 6. Section 9-3-8 of the Breckenridge Town Code is amended to read as follows:

19 **9-3-8: OFF STREET PARKING REQUIREMENT:**

20 A. Within The Service Area: In connection with the development of all property within
21 the service area there shall be provided the following amount of off street parking:

Land Use Category	Number Of Required Off Street Parking Spaces (Per TSF-GFA* Unless Otherwise Noted)
Residential:	
Single-family	1.1
Duplex	1.1
Multi-family; efficiency, studio	1.1
Multi-family; 1 bedroom plus	1.1
Condominium; efficiency, studio	1.1
Condominium; 1 bedroom plus	1.1
Condominium-hotel;	1.1
efficiency, studio, 1 bedroom	
Condominium-hotel; 2	1.1
bedroom plus	
Divisible unit	1.1

Lodging, hotel, motel	1.1
Dormitory	1.1
Commercial:	
Retail sale, commercial:	
General retail, commercial	1.4
Supermarket	2.5
Financial	1.9
Office:	
General office	1.4
Government office	2.2
Auto service station	3.0 per bay plus 1 per pump
Restaurant, sit down	3.5
Auditorium, theater	0.3 per seat
Church	0.5
Convention center	3.1
Library, museum	1.8
Medical/dental clinic	3.3
Commercial recreation	2.0

1 *TSF-GFA = 1,000 square feet of gross floor area.
2

3 Note: If the required parking is less than 1 space, and for any fractional parking space
4 required, the applicant shall be required to pay the in lieu fee provided in section 9-3-12 of
5 this chapter.

6 B. Outside The Service Area: In connection with the development of all property outside
7 the service area there shall be provided the following amount of off street parking:

Residential:

Single-family	2.0 per dwelling unit*
Duplex	1.5 per dwelling unit

Multi-family:

Efficiency - studio	1.0 per dwelling unit
1 bedroom and larger	1.5 per dwelling unit
Divisible unit	+0.5 for each divisible room
Condominium hotel :	
Efficiency, studio, 1 bedroom	1.0 per dwelling unit
2 bedroom and larger	1.5 per dwelling unit
Divisible unit	+0.5 for each divisible room
Lodging, hotel, motel	1.0 per guestroom
Dormitory	0.5 per bed
Schools:	
Elementary and junior high	2 per classroom
High school	1 per 4 students and faculty
College	1 per 4 students and faculty
Commercial:	
Retail sale, commercial and office	1 per 400 square feet GFA (minimum 2 per building)
Construction - contracting	1 per 200 square feet plus 1 loading bay per 1,000 square feet
Industrial use	1 per 400 square feet plus 1 loading bay per 1,000 square feet
Auto service stations	3 per service bay plus 1 per pump
Restaurants - sit down	1 per 4 persons capacity
Restaurants - drive-in	1 per 100 square feet GFA
Auditoriums - theaters	1 per 4 seats
Churches	1 per 6 seats
Convention center facility	By special review of the director and planning commission
Library and museum	1 per 500 square feet GFA
Medical and dental clinics	1 per 300 square feet GFA
Hospital	1 per 3 beds

Commercial recreation indoor and outdoor

By special review of the director and planning commission

1 *du = dwelling unit

2
3 Note: The required number of parking spaces shall be rounded up to the nearest whole
4 number.

5
6 Section 7. Except as specifically amended hereby, the Breckenridge Town Code, and the
7 various secondary codes adopted by reference therein, shall continue in full force and effect.

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

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

21
22 Section 10. This ordinance shall be published and become effective as provided by
23 Section 5.9 of the Breckenridge Town Charter.

24
25 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
26 PUBLISHED IN FULL this ____ day of _____, 2014. 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 _____, 2014, 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

33
34
35
36 By: _____
37 John G. Warner, Mayor
38
39

1 ATTEST:

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Helen Cospolich
Town Clerk

MEMORANDUM

To: Mayor and Town Council
From: Rick Holman, Assistant Town Manager
Date: September 12, 2014
Subject: Resolution Calling for a Special Town Election and Providing the Form of the Advisory Question to be Voted On

At Council's direction, staff has worked with the Town Attorney to draft the attached Resolution. The purpose of this resolution is to call a special Town election to be held on Tuesday December 9, 2014. In addition, this resolution will establish the form of the advisory question to be voted on and declare this special election to be conducted as a "mail ballot election."

In the draft resolution that is attached, Council will notice there are three different forms of the question presented for you to choose from. At the worksession, staff will ask for Council's decision on the preferred form of the question and then a clean copy of the resolution will be prepared and handed out to the Council for the regular evening meeting.

Staff will be available at the September 23rd work session for this discussion.

1 ***DRAFT September 10, 2014 DRAFT***

2
3 RESOLUTION NO. ____

4
5 Series 2014

6
7 A RESOLUTION SUBMITTING TO THE REGISTERED ELECTORS OF THE TOWN OF
8 BRECKENRIDGE AN ADVISORY BALLOT QUESTION CONCERNING WHETHER
9 RETAIL MARIJUANA STORES SHOULD BE PERMITTED IN THE TOWN’S
10 DOWNTOWN OVERLAY DISTRICT; CALLING A SPECIAL TOWN ELECTION FOR
11 DECEMBER 9, 2014 TO CONSIDER SUCH ADVISORY BALLOT QUESTION;
12 PROVIDING THE FORM OF THE ADVISORY BALLOT QUESTION; AND PROVIDING
13 FOR THE CONDUCT OF THE ELECTION
14

15 WHEREAS, Section 31-11-111(2), C.R.S., authorizes the Town Council, without receipt
16 of any initiative or referendum petition, to submit any question to a vote of the registered electors
17 of the Town; and
18

19 WHEREAS, Section 3.3 of the Breckenridge Town Charter provides that a special
20 municipal election may be called by resolution adopted at least thirty two (32) days in advance of
21 the special election; and
22

23 WHEREAS, Section 3.1 of the Breckenridge Town Charter provides that, with certain
24 exceptions that are not applicable, Town elections shall be governed by the Colorado municipal
25 election laws; and
26

27 WHEREAS, Article 10 of Title 31 of the Colorado Revised Statutes is known as the
28 “Colorado Municipal Election Code of 1965,” and are the Colorado municipal election laws
29 referred to in Section 3.1 of the Breckenridge Town Charter; and
30

31 WHEREAS, Section 31-10-108, C.R.S., provides in pertinent part as follows:

32 §31-10-108. Special elections.

33
34 Special elections shall be held on any Tuesday designated by ordinance or
35 resolution of the governing body.
36

37
38 . . .

39
40 No special election shall be called within thirty days before the date thereof, nor
41 shall any special election be held within the thirty-two days before or after the
42 date of a . . . general . . . election.
43

44
45 . . .

1 Special elections shall be conducted as nearly as practicable in the same manner
2 as regular elections.

3
4 ; and

5
6 WHEREAS, the next statewide general election will be held on November 4, 2014 and,
7 pursuant to Section 31-10-108, C.R.S., the earliest date that a special Town election can be held
8 following the general election is Tuesday, December 9, 2014; and

9
10 WHEREAS, the Town Council has determined that there should be submitted to the
11 registered electors of the Town at a special Town election to be held on December 9, 2014 the
12 advisory ballot question set forth in this resolution; and

13
14 WHEREAS, Section 31-11-111(2), C.R.S., provides that the Town Council or its
15 designee shall fix a ballot title for the advisory ballot question; and

16
17 WHEREAS, the Town Council has determined that it should fix the ballot title for the
18 advisory ballot question.

19
20 BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
21 COLORADO:

22
23 Section 1. A special Town election is called and shall be held on Tuesday, December 9,
24 2014. At such election there shall be submitted to the vote of the registered electors of the Town,
25 as a referred question under Section 31-11-111(2), C.R.S., the advisory ballot question
26 hereinafter set forth (“advisory ballot question”).

27
28 Section 2. At the special election the official ballot, including early ballots, shall state
29 the substance of the advisory ballot question to be voted upon and, as so stated, shall constitute
30 the ballot title, designation, and submission clause, and each registered elector voting at the
31 election shall indicate his or her choice on the advisory ballot question submitted, which shall be
32 in the following form:

33
34 **[PICK ONE]**

35
36 Should the retail sale of marijuana in the downtown area of Breckenridge be
37 allowed?

38
39 [] YES

40
41 [] NO

42
43 **OR**

1 Subject to such rules, restrictions, and limitations as may be decided by the Town
2 Council, should the retail sale of marijuana in the downtown area of Breckenridge
3 be allowed?
4

5 [] YES
6

7 [] NO
8

9 **OR**

10
11 Should the Breckenridge Town Council enact a local ordinance that allows the
12 retail sale of marijuana in the downtown area of Breckenridge subject to the
13 following primary restrictions:
14

- 15 • No more than five retail marijuana stores can be operated within the downtown area
- 16 • No retail marijuana store can be located on the ground floor of any structure
- 17 • No more than one retail marijuana store can be located within any block
- 18 • There must be at least one-hundred feet between any two retail marijuana stores?
19

20 [] YES
21

22 [] NO
23

24 Section 3. In connection with the fixing of the ballot title for the advisory ballot
25 question as set forth in Section 2 of this resolution, the Town Council finds and determines as
26 follows:
27

28 A. The Town Council has considered the public confusion that might be caused by
29 misleading ballot titles.
30

31 B. The general understanding of the effect of a “yes” or “no” vote on the referred
32 measure set forth in Section 2 of this resolution will be clear to the electors.
33

34 C. The ballot title for the referred measure set forth in Section 2 of this resolution will
35 not conflict with those titles selected for any other measure that will appear on the ballot at the
36 December 9, 2014 special Town election; and
37

38 D. The ballot title for the referred measure set forth in Section 2 of this resolution
39 correctly and fairly expresses the true intent and meaning of the measure.
40

41 Section 4. Because the question to be submitted to the electors of the Town is advisory
42 in nature, the results of the vote on the advisory ballot question are not binding on the Town
43 Council; provided, however, that the Town Council shall and will give due and proper
44 consideration to the advise and direction given to it by the electors in the vote on the advisory
45 ballot question.

Memorandum

To: Town Council

From: Jennifer Cram, Manager Breckenridge Arts District and Public Art Program

Date: 09/17/2014

Re: Goebel Donation to Public Art Collection

John and Judy Goebel would like to purchase a sculpture from Guilloume called "Stealing His Heart" and donate it to the Breckenridge Public Art Collection. A photo of the sculpture is attached. It is a bronze sculpture with colored patinas. The sculpture is 5'- 7" tall by 26" wide and 9" deep. The sculpture is valued at \$35,000.

They would like to locate the sculpture near the front entrance of the new Speakeasy movie theatre. This location was identified for a sculpture. A copy of the site plan with the proposed location is attached (see the hatched area and note "Sculpture Base"). Subsequently, the Goebel's would like to rename the sculpture "Going to the Movies" to better fit the location.

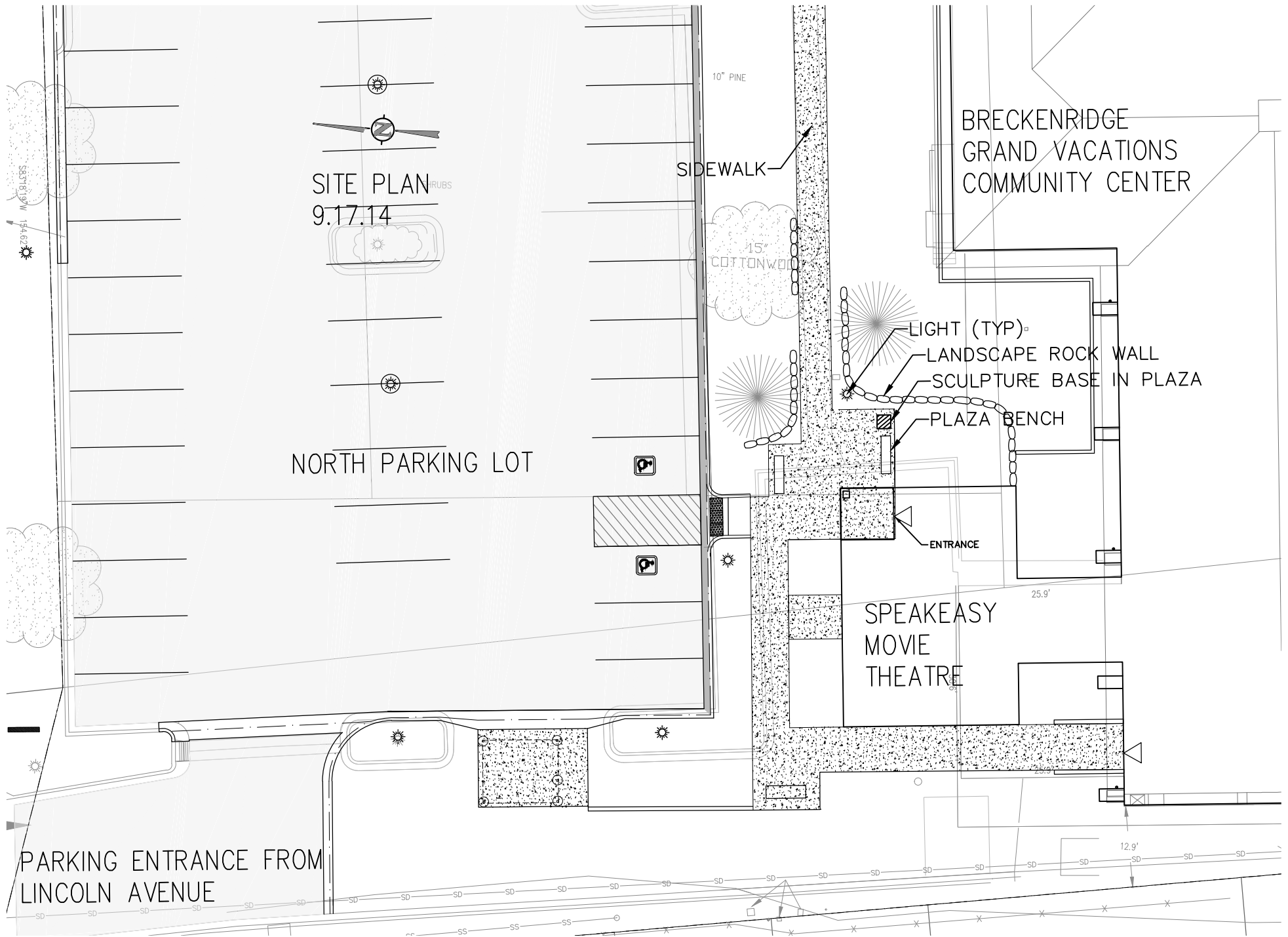
The Public Art Commission reviewed the proposed sculpture and location at their meeting on September 3rd. The Commission unanimously agreed to accept the donation. The Commission believes that the piece compliments the existing collection and meets the goals of the Art in Public Places Master Plan. They are excited about the generous donation from the Goebel's and the opportunity to grow the collection.

- At this time, the Commission would like to make sure that the Council supports the proposed location near the front entrance of the Speakeasy movie theatre as identified on the attached site plan.



Stealing His Heart
by: Guillaume

Value = \$35,000



Memorandum

TO: TOWN COUNCIL
FROM: Dale Stein, Assistant Town Engineer
DATE: September 3, 2014
RE: Public Projects Update

SH 9 Median and Roundabout Improvements

Construction continues to progress on the SH 9 Median Project. This week, concrete is being poured for the “splash guard” which borders the median. Sub-grade preparation is also being finalized this week so that the concrete for the top of the median can begin to be poured next week. Additionally, demolition of the landscaping area of the Park Roundabout is currently being completed.

Currently, one lane of Highway 9 is closed in each direction between Valley Brook Street and the Park/Main Roundabout. Periodically, the southbound side of the roundabout will be closed, detouring vehicles onto Park Ave to French Street. Lane closures will be in place during construction hours for the duration of the project. The contractor is scheduled to work this Saturday, September 20th in order to pour additional concrete while there is good weather. The contractor will work Saturdays as needed through the remainder of the project.



New stamped concrete and splash guard along the median.



Concrete bases for poles which will display banners and flower baskets.

Arts District Build Out

Crews are still diligently working to complete the project site work. Staff looks forward to presenting the project to Council at 2pm on our sneak peak tour before the work session meeting.



Community garden beds and the historic Little Red Shed.



The concrete pavers are installed in the “Ridge Street Arts Square”



Welders install the “picket fence” around the outdoor kiln yard. Like many elements of the project, this custom fence was designed by Jenn Cram.

Old Masonic Hall

Work continues on schedule at the Old Masonic Hall rehabilitation project. Framing crews are on site working on both interior and exterior structural elements. Weather permitting, additional concrete landscaping walls and exterior stairs will be poured in the coming weeks.

Skate Park

The skate park is scheduled to be completed by October 10th. There are a few flat sections of concrete remaining, which will be poured next week. The project remains on budget.



Various features of the “street course” section of the skate park are being installed.

Artificial Turf Field

The artificial turf was installed last week and line striping was painted on the field. The project is scheduled to be completed by September 24th. The project will be completed on budget.



Artificial turf and perimeter fence were installed at the field.

North Main Street Park

The first phase of the park construction, including the walls, sidewalk and utilities, is scheduled to begin the week of September 22nd. The landscaping and playground equipment will be installed next spring.

Breckenridge Grand Vacations Community Center

Work at the Community Center continues to focus both on completing interior finishes, and exterior site work prior to winter conditions.

Exterior Site: The Contractor has completed the placement of the curb on the parking lots and expects to pave the parking lots later this week pending good weather. While the parking lot has been ready for paving operation since early this month, asphalt has not been available due to the ongoing large CDOT project on Interstate 70. Staff has worked with the local asphalt supplier and hopes to get the parking lot completed on Friday while CDOT has a diminished schedule. Other site items receiving attention by the Contractor are preparation for new sidewalk near the building and final grading for landscaping.

Interior Construction: The Contractor continues to work on various interior trades related to the finish of the rehabilitation including: installation of the drywall in the movie theater, placement of tile floors in the 1909 building, installation of the rehabilitated windows in the 1921 building, placement of acoustic insulation in the movie theater, and installation of the final trim and doors in the 1909 building.

A new masonry crew mobilized to the site this past week and is currently working on the placement of exterior brick on the movie theater addition, and concrete parge coat on the building foundation.



Installation of new doors and trim in the non-profit spaces is shown to the left. Placement of new tile flooring in the restrooms is shown below.



Left: New parge coat being placed on the building foundation.

Memorandum

TO: Town Council
FROM: Tom Daugherty, Public Works Director
DATE: September 17, 2014
RE: 2015 CIP

Attached is the draft Capital Improvement Plan (CIP) for fiscal year 2015. It includes a five year plan that runs through 2019.

As in the past, the projects for 2015 are divided into an "A" list and "B" list. The "A" list is projects that will be funded and constructed. The "B" list is for potential projects that have not been funded. This year we have only one project on the "B" list which is the Coyne Valley Road Bridge.

The Five Year Plan shows the projects that are planned for the next 5 years.

Staff will go over the plan at the budget retreat on October 28, 2014.

**CAPITAL IMPROVEMENT PLAN
2015-2019**

**For the Year Ending
December 31, 2015**

**Presented To:
Breckenridge Town Council**

John Warner, Mayor

Wendy Wolfe

Mark Burke

Erin Gigliello

Ben Brewer

Gary Gallagher

Elisabeth Lawrence

**Presented by:
Tim Gagen, Town Manager**

Capital Improvement Plan Summary for 2015

	A list			B List	Total of A & B Projects	Annual Impact on Operational Budget
	Other Funding	Capital Fund	Total cost			
Administration						
Arts District Signs	0	75,700	75,700	0	75,700	0
Riverwalk Sound/Lighting Upgrades	0	160,000	160,000	0	160,000	0
0	0	235,700	235,700	0	235,700	0

Recreation

Water Slide Replacement	0	130,000	130,000	-	130,000	0
0	0	130,000	130,000	0	130,000	0

Public Works

Utility Undergrounding	0	200,000	200,000	0	200,000	0
Roadway Resurfacing	0	600,000	600,000	0	600,000	0
SH 9 Median A (Coyne Valley to 4 Mile Bridge)	0	200,000	200,000	0	200,000	5,000
Ice Rink Roof	0	185,000	185,000	0	185,000	-4,000
McCain MP/Implementation	102,752	0	102,752	0	102,752	0
Heated Sidewalks (Jefferson is \$300K)	0	565,000	565,000	0	565,000	6,500
Ice Rink Parking Lot Expansion	0	310,000	310,000	0	310,000	0
Blue River Reclamation	800,000	1,200,000	2,000,000	0	2,000,000	0
Main Street Electric Transformer	0	50,000	50,000	0	50,000	0
Coyne Valley Road Bridge	0	0	0	2,000,000	2,000,000	0
TOTAL	902,752	3,310,000	4,212,752	2,000,000	6,212,752	7,500

Community Development

Public Bathrooms	0	125,000	125,000	0	125,000	15,000
Blue River Parks	25,000	25,000	50,000	0	50,000	???
TOTAL	25,000	150,000	175,000	0	175,000	15,000

GRAND TOTAL	927,752	3,825,700	4,753,452	2,000,000	6,753,452	22,500
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Funding Sources

	Other Funding	Capital Fund	Total Funds
Current Revenue/Reserves	-	3,760,700	3,760,700
McCain Revenues	102,752		102,752
Denver Water Funds (Blue River Reclaim)	200,000		200,000
Open Space Fund (Blue River Reclaim)	600,000		600,000
Open Space Fund (Blue River Parks)	25,000		25,000
Conservation Trust Transfer	65,000		65,000
TOTAL	992,752	3,760,700	4,753,452

Five Year Capital Improvement Plan Summary 2015 to 2019

Dept/Project	2015	2016	2017	2018	2019	TOTAL
Administration						
Arts District Signs	75,700	26,250	-	-	-	101,950
Riverwalk Sound/Lighting Upgrades	160,000	-	-	-	-	160,000
Riverwalk Center Park/Lobby	-	3,500,000	550,000	-	-	4,050,000
0	235,700	3,526,250	550,000	-	-	4,311,950

Recreation						
Rec Ctr Renovation	-	1,000,000	1,000,000	625,000	-	2,625,000
Water Slide Replacement	130,000	-	-	-	-	130,000
TOTAL	130,000	1,000,000	1,000,000	625,000	-	2,755,000

Public Works						
Utility Undergrounding	200,000	-	200,000	-	200,000	600,000
Roadway Resurfacing	600,000	620,000	640,000	660,000	680,000	3,200,000
SH 9 Median A(4 mile to Coyne Valley)	200,000	-	-	-	-	200,000
SH 9 Median B (Coyne Valley to VB)	-	500,000	-	-	-	500,000
Ice Rink Roof Modification	185,000	-	-	-	-	185,000
McCain MP/Implementation	102,752	100,000	100,000	90,000	42,752	435,504
Heated Sidewalks (w/Jefferson \$300k)	565,000	-	-	-	-	565,000
F-lot Parking Structure	-	-	-	-	-	-
Ice Rink Parking Lot Expansion	310,000	-	-	-	-	310,000
Blue River Reclamation	2,000,000	700,000	1,600,000	-	-	4,300,000
Main Street Transformer	50,000	-	-	-	-	50,000
Coyne Valley Road Bridge	2,000,000	-	-	-	-	2,000,000
Childcare Facility #2	-	-	-	-	250,000	250,000
Solar Buy Out	-	500,000	-	-	-	500,000
Core Parking Lot Improvements	-	-	-	150,000	2,000,000	2,150,000
Valley Brook Bridge	-	-	-	-	2,000,000	2,000,000
S. Park Avenue Underpass	-	-	-	-	1,650,000	1,650,000
Gondola Lot Development Partnership	-	-	-	-	1,000,000	1,000,000
TOTAL	6,212,752	2,420,000	2,540,000	900,000	7,822,752	19,895,504

Community Development						
Public Bathrooms	125,000	-	-	-	-	125,000
Blue River Parks	50,000	500,000	-	-	-	550,000
TOTAL	175,000	500,000	-	-	-	675,000

GRAND TOTAL	6,753,452	7,446,250	4,090,000	1,525,000	7,822,752	27,637,454
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Funding Sources						
Current Revenue/Reserves	3,760,700	6,691,250	3,460,000	1,385,000	6,530,000	21,826,950
McCain Royalties	102,752	100,000	100,000	90,000	42,752	435,504
Denver Water (Blue River Reclaim)	200,000	-	-	-	-	200,000
Open Space Funds (Blue River Reclaim)	600,000	210,000	480,000	-	-	1,290,000
Open Space Funds (Blue River Parks)	25,000	45,000	-	-	-	70,000
GOCO Grant for Blue River Parks	-	350,000	-	-	-	350,000
CDOT-S. Park Underpass	-	-	-	-	1,200,000	1,200,000
Conservation Trust Transfer	65,000	50,000	50,000	50,000	50,000	265,000
Total	4,753,452	7,446,250	4,090,000	1,525,000	7,822,752	25,637,454

Draft

Project Name Arts District Signs
Department: Administration
Division: Events & Communications

Description:

The Council approved a signage project (phase 1) in 2014 to be completed in conjunction with the Arts District project. Phase 2 will be completed in 2015 for \$75,700 and includes an entry feature sign for the Arts District, a sign for Old Masonic Hall, and the remaining studio signs and wayfinding system for the Arts District Campus. Phase 3 will be completed in 2016 for \$26,250 and will be building signs for the Breckenridge Theater and the Riverwalk Center. The Breckenridge Theater will be constructed in 2015 and this project will provide signage for that project.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	75,700	26,250	0	0	0	101,950
Total	75,700	26,250	0	0	0	101,950

Project Costs	2015	2016	2017	2018	2019	Total
Design and Construction	75,700	26,250	0		0	101,950
Total	75,700	26,250	0		0	101,950

Operational cost considerations:

This upgrade is not expected to increase operational costs.

Draft

Project Name Riverwalk Sound Equipment Upgrades
Department: Administration
Division: Events & Communications

Description:

The Riverwalk Center currently utilizes rental equipment for sound and lighting controls and the existing “built-in” sound and lighting only supports minor events. The plan to increase programming at the venue will drive the need to have this equipment upgraded to support the increased programming. The new sound and lighting controls as well as upgraded lighting will provide the needed equipment for the majority of shows. The estimated cost for these upgrades is estimated at \$160,000 and will be implemented in the first few months of 2015.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	160,000	0	0	0	0	160,000
Total	160,000	0	0	0	0	160,000

Project Costs	2015	2016	2017	2018	2019	Total
Design and Construction	160,000	0	0		0	160,000
Total	160,000	0	0		0	160,000

Operational cost considerations:

This upgrade is not expected to increase operational costs.

Draft

Project Name Riverwalk Center Lobby and Park Improvements
Department: Administration
Division: Events & Communications

Description:

This project would be to implement improvements to the grounds and lobby identified by the master plan. The original report from Semple Brown estimated the lobby expansion at \$8,000,000. After reviewing that information they have discovered that the number is a result of an error and the actual number is \$3,000,000 to \$3,500,000. Staff has put the lobby addition into the 2016 projects for the Council to consider. \$550,000 in 2017 is for improvements to the river bank and plaza.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	0	3,500,000	550,000	0	0	4,050,000
Total	0	3,500,000	550,000	0	0	4,050,000

Project Costs	2015	2016	2017	2018	2019	Total
Design and Construction	0	3,500,000	550,000		0	4,050,000
Total	0	3,500,000	550,000		0	4,050,000

Operational cost considerations:

The scope of this project is dependant on the outcome of the F-lot development study. Some of the items identified are additional park space and a lobby addition to the Riverwalk Center. The lobby addition would increase the operational costs by approximately \$16,000 that include utilities, maintenance, labor and cleaning. Some improvements have been identified relative to improving the bank along the river but these improvements are not expected to impact the operational budget.

Draft

Project Name Recreation Center Renovation
Department: Recreation
Division: Recreation Center

Description:

The Recreation Center was built in 1991. In 2006, a programming and use assessment was conducted to identify and prioritize future projects. This included major maintenance issues as well as facility use issues. The facility use assessment determined areas of renovation and expansion in order to meet both current and future needs of the community. Issues identified include aquatics expansion, rewiring/reconfiguring the lobby and pro shop space, expanding programs (fitness & strength training, youth), and other miscellaneous improvements (storage, administrative space, etc.). The plan would be to conduct a programming study in 2015 that establishes the projects, costs and phasing. 2016, 2017 and 2018 are temporary placeholders and will be modified once more information is available.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	0	1,000,000	1,000,000	625,000	0	2,625,000
Total	0	1,000,000	1,000,000	625,000	0	2,625,000

Project Costs	2015	2016	2017	2018	2019	Total
Design and Construction	0	1,000,000	1,000,000	625,000	0	2,625,000
Total	0	1,000,000	1,000,000	625,000	0	2,625,000

Operational cost considerations:

This project has not been developed to the point that a operational cost impact can be determined.

Draft

Project Name Water Slide Replacement
Department: Recreation
Division: Recreation Center

Description:

The water slide in the Recreation Center is nearing its life expectancy and will need to be replaced. The caustic environment accelerates the deterioration of the structural elements of the slide which causes the need for the replacement.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	130,000	0	0	0	0	130,000
Total	130,000	0	0	0	0	130,000

Project Costs	2015	2016	2017	2018	2019	Total
Design and Construction	130,000	0	0	0	0	130,000
Total	130,000	0	0	0	0	130,000

Operational cost considerations:

This project is not expected to have an impact on operational costs.

Draft

Project Name Undergrounding of Overhead Utilities
Department: Public Works
Division:

Description:

This project is to underground all of the overhead utility lines in Town over time. This project is funded through the general fund in conjunction with a 1% excise tax charged on Breckenridge residents' electric bills. The project will continue until all overhead lines are placed underground. The funding is shown to be every other year because the 1% excise money is generated at a rate that cannot support a project every year. The \$200,000 from the Town is used to pay for placing the other utilities that may be on the pole underground at the same time as the electric lines. The Town does not have a similar funding source for those utilities other than electric.

The 2015 project are the lines south of Kingdom Park between Airport Road and SH9 and if there is enough money the lines along Airport road between Kingdom Park and Valley Brook Road.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	200,000	0	200,000	0	200,000	600,000
Total	200,000	0	200,000	0	200,000	600,000

Project Costs	2015	2016	2017	2018	2019	Total
Construction	200,000	0	200,000	0	200,000	600,000
Total	200,000	0	200,000	0	200,000	600,000

Operational cost considerations:

This project is not expected to impact operational costs.

Draft

Project Name Street Overlays
Department: Public Works
Division: Streets

Description:

This represents a commitment to future street projects, probably in the form of milling and resurfacing. Staff will be re-evaluating the street condition in the summer of 2014 to establish the amount needed for 2015. A final number will be provided by the October budget retreat.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	600,000	620,000	640,000	660,000	680,000	2,520,000
Total	600,000	620,000	640,000	660,000	680,000	2,520,000

Project Costs	2015	2016	2017	2018	2019	Total
Construction	600,000	620,000	640,000	660,000	680,000	2,520,000
Total	600,000	620,000	640,000	660,000	680,000	2,520,000

Operational cost considerations:

This project is part of an ongoing reinvestment in our streets in order to keep our roads in a condition that is acceptable to our community. While it is difficult to determine the operational costs that this project saves, we do know that this program reduces our operational costs.

Draft

Project Name SH 9 Median A (Four Mile Bridge to Coyne Valley Road)
Department: Public Works
Division: Engineering

Description:

CDOT is nearing completion of the stretch of SH 9 between Four Mile Bridge and Coyne Valley Road. The Council wants to cover the entire median of section A (Four Mile Bridge to Coyne Valley Road) with colored concrete. It was hoped that the Town could pay CDOT to place the concrete as part of their project at the current price in their contract. The Town previously placed \$250,000 in the CIP to fund the concrete. CDOT has not been able to negotiate an acceptable agreement with their contractor to pave this section. CDOT will place gravel in the medians at the end of 2014 and the Town will hire a contractor to place the concrete in 2015. Based on how the medians will be finished by CDOT, the concrete median is estimated to cost approximately \$450,000. The 2014 CIP has already funded \$250,000 so 2015 is showed at \$200,000 to make up the difference.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	200,000	0	0	0	0	200,000
Total	200,000	0	0	0	0	200,000

Project Costs	2015	2016	2017	2018	2019	Total
Design and Construction	200,000	0	0	0	0	200,000
Total	200,000	0	0	0	0	200,000

Operational cost considerations:

The Council wants to see this section as a hard surface which would require cleaning in the spring season and otherwise low maintenance. We expect a \$5,000 annual operation cost increase for the entire section between Coyne Valley Road and Four Mile Bridge.

Draft

Project Name SH 9 Median B (Coyne Valley to Valley Brook)
Department: Public Works
Division: Engineering

Description:

The Council wants to cover the entire median of section B (Coyne Valley to Valley Brook) with colored concrete. Council wanted to see how the Section A (Four Mile Bridge to Coyne Valley) looks before proceeding with filling this section with the colored concrete. Section A will not be completed until the spring of 2015 so this project was pushed to 2016.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	0	500,000	0	0	0	500,000
Total	0	500,000	0	0	0	500,000

Project Costs	2015	2016	2017	2018	2019	Total
Design and Construction	0	500,000	0	0	0	500,000
Total	0	500,000	0	0	0	500,000

Operational costs considerations:

The Council wants to see this section as a hard surface which would require cleaning in the spring season and otherwise low maintenance. We expect a \$5,000 annual operation cost increase for the entire section between Coyne Valley Road and Valley Brook Road.

Draft

Project Name Ice Rink Roof Modification
Department: Public Works

Description:

The Ice Rink roof is a metal roof with two levels. The snow and ice that develops on the upper level eventually slides and drops to the lower level. The lower roof can be damaged from the ice sliding off the upper roof. Several low cost solutions have been tried but have not been successful enough to keep the damage from occurring. The operational costs to continue to repair and replace this roof are not sustainable. This project would fund an engineer who specializes in dealing with roofs in the high country to design a solution that can withstand the snow and ice dropping on the lower roof.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	185,000	0	0	0	0	185,000
Total	185,000	0	0	0	0	185,000

Project Costs	2015	2016	2017	2018	2019	Total
Design and Construction	185,000	0	0	0	0	185,000
Total	185,000	0	0	0	0	185,000

Operational costs considerations:

Currently the Facilities staff has to repair the roof on a regular basis. This solution is expected to eliminate the repair costs that involve 40 staff hours, and approximately \$4,000 in expenses for materials and snow and ice removal.

Draft

Project Name McCain Property Improvements
Department: Public Works
Division:

Description:

The McCain property has a concept plan prepared by staff. The funds generated by the rents are to implement projects on the McCain property as they arise.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	0	0	0	0	0	0
Rents	102,752	100,000	100,000	90,000	42,752	435,504
Total	102,752	100,000	100,000	90,000	42,752	435,504

Project Costs	2015	2016	2017	2018	2019	Total
Construction	102,752	100,000	100,000	90,000	42,752	435,504
Total	102,752	100,000	100,000	90,000	42,752	435,504

Operational cost considerations:

This project does not have an impact on operational costs at this time. Once a more detailed master plan is completed, staff will better understand the support needed for the property and a better assessment can be done.

Draft

Project Name Heated Sidewalks
Department: Public Works
Division:

Description:

The Council would like to heat sidewalk sections in Town that are steep and shaded so that they are not slippery when they become icy during the winter. Staff will be installing the initial heated section along Lincoln Avenue in 2014. Council has expressed a desire complete the heating of all the steep and shaded sidewalks in 2015.

Staff has identified the following sidewalks:

- South side of Washington between Main Street and the Main Street Alley. This section is against a rock wall that shades the sidewalk and it is on a steep grade. Estimated cost is \$140,000
- South side of Adams between Ridge and the Main Street Alley. This section is steep and is shaded by a building next to the sidewalk. The other sections of this sidewalk are not as steep and receive sunlight most of the winter. Estimated cost is \$125,000
- South side of Jefferson between French and Main Street. This section is all steep and mostly shaded by walls next to the sidewalks. Estimated cost is \$300,000.

The total cost for all three sections is estimated at \$565,000.

Project Funding	2015	2016	2017	2018	2019	Total
Other Funds	565,000	0	0	0	0	565,000
Total	565,000	0	0	0	0	565,000

Project Costs	2015	2016	2017	2018	2019	Total
Construction	565,000	0	0	0	0	565,000
Total	565,000	0	0	0	0	565,000

Operational cost considerations:

This project will increase the utility cost to heat the sidewalks but will be partially offset by the reduced number of hours needed to keep the sidewalks clear of snow and ice. The expected annual utility cost increase is \$6,500 and the snow plowing hours saved would be 350 per year.

Draft

Project Name F-lot Parking Structure
Department: Public Works

Description:

This project is being considered by the Town Council. A report has been completed by OZ Architecture which details costs. The Council is considering parking in a larger context and this project will be considered when the Council develops a plan to address parking.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	0	0	0	0	0	0
Total	0	0	0	0	0	0

Project Costs	2015	2016	2017	2018	2019	Total
Construction	0	0	0	0	0	0
Total	0	0	0	0	0	0

Operational cost considerations:

Operational costs will be established once the parking plan has been established.

Draft

Project Name Ice Rink Parking Lot Expansion
Department: Public Works
Division:

Description:

This lot is located adjacent to the Ice Rink and is used as a park and ride by employees, locals and overnight parking. This lot has seen increased usage over the years. Currently during busy days cars are parking on the undeveloped dirt area south of the parking lot next to the bicycle pump track. Increasing the number of parking spots would meet the increasing demand we are seeing. Expanding this lot will displace the bicycle pump track and will be rebuilt in a different location. Staff estimates that 58 spaces can be added for approximately \$275,000 and the pump track will cost \$35,000 to rebuild in a different location for a total budget in 2015 of \$310,000. A more detailed investigation into the site will be required before moving forward. The operating costs have not been determined yet. Staff will more fully develop this project if the Council desires.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	310,000	0	0	0	0	310,000
Total	310,000	0	0	0	0	310,000

Project Costs	2015	2016	2017	2018	2019	Total
Construction	310,000	0	0	0	0	310,000
Total	310,000	0	0	0	0	310,000

Operational cost considerations:

This project will require additional snow plowing and maintenance that equates to \$2,000 per year.

Draft

Project Name Blue River Reclamation
Department: Public Works
Division:

Description:

This project is intended to reclaim the Blue River through the mined site on the McCain property. Portions of this stretch of the river disappear into the dredge rock and this project is intended to restore that flow to the surface more frequently. There will also be ecological and wetland improvements as part of this project for this reach of the river. The McCain property will be master planned in 2014 and this project is the keystone of the property.

The Colorado River Cooperative Agreement provides that Denver Water will pay \$1,000,000 towards projects that improve the waterways and streams in the local jurisdictions and the Town Breckenridge's share is \$200,000. The Town has identified the money from this agreement to go towards this project.

The Council has also funded 30% of this project from the Open Space Fund.

A suggested phasing would be for three years.

2015 - Initial excavation, liner and armorment between Coyne Valley Road and Stan Miller's property - \$2,000,000

2016 - Excavation, liner, armorment and culvert crossing between the CMC and north of Coyne Valley Road - \$700,000

2017 - Bank construction, topsoil revegetation and aquatic habitat construction to complete the project - \$1,600,000

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	1,200,000	490,000	1,120,000	0	0	2,810,000
Denver Water Funds	200,000	0				200,000
Open Space Fund	600,000	210,000	480,000			
Total	2,000,000	700,000	1,600,000	0	0	4,300,000

Project Costs	2015	2016	2017	2018	2019	Total
Construction	2,000,000	700,000	1,600,000	0	0	4,300,000
Total	2,000,000	700,000	1,600,000	0	0	4,300,000

Operational cost considerations:

This project will likely not have a substantial impact on operational costs.

Draft

Project Name Main Street Transformer
Department: Public Works
Division:

Description:

During the Main Street Construction in 2014 the electric lines were ran on the south side of the project with the intention of connecting to an existing transformer on the Riverwalk. XCEL believed that the transformer had the capacity to service our new electric lines. At the end of the Main Street project it was discovered that the transformer did not have the required capacity to service our lines. A new transformer is needed which is estimated at \$50,000.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	50,000	0	0	0	0	50,000
Total	50,000	0	0	0	0	50,000

Project Costs	2015	2016	2017	2018	2019	Total
Construction	50,000	0	0	0	0	50,000
Total	50,000	0	0	0	0	50,000

Operational cost considerations:

The operational costs for the Main Street project have already been incorporated into the previous years estimates. This project is not expected to have an operational impact.

Draft

Project Name Coyne Valley Road Bridge
Department: Public Works
Division:

Description:

This bridge would coincide with the relocation of the Blue River project that the Town is doing on the Blue River on the McCain property. The existing budget for the Blue River Reclamation project shows a concrete culvert instead of a bridge. This project would substitute a bridge for the concrete culvert. If this project is not incorporated with the 2015 Blue River project staff would suggest removing it from the Capital Plan.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	2,000,000	0	0	0	0	2,000,000
Total	2,000,000	0	0	0	0	2,000,000

Project Costs	2015	2016	2017	2018	2019	Total
Construction	2,000,000	0	0	0	0	2,000,000
Total	2,000,000	0	0	0	0	2,000,000

Operational cost considerations:

This project will increase our operational cost due to maintenance of some of the traffic components such as guardrail and signage. We estimate these costs to be \$1,500 per year.

Draft

Project Name Child Care Facility #2
Department: Engineering
Division:

Description:

Based on the child care assessment, a second childcare facility is needed beyond the Valley Brook Childcare Facility. This is a place holder to provide funds for that future facility.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	0	0	0	0	250,000	250,000
Total	0	0	0	0	250,000	250,000

Project Costs	2015	2016	2017	2018	2019	Total
Construction	0	0		0	250,000	250,000
Total	0	0	0	0	250,000	250,000

Operational cost considerations:

This is not expected to have an ongoing operational cost to the Town if it follows the business model of the existing child care facilities. They pay their own utilities and capital replacement costs.

Draft

Project Name Solar Buy Out
Department: Public Works
Division:

Description:

This cost is to purchase the solar arrays that are part of the power purchase agreement. 2016 is the first year that the Town purchase the solar arrays.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	0	500,000	0	0	0	500,000
Total	0	500,000	0	0	0	500,000

Project Costs	2015	2016	2017	2018	2019	Total
Construction	0	500,000	0	0	0	500,000
Total	0	500,000	0	0	0	500,000

Operational cost considerations:

This project would eliminate the costs of purchasing the electricity generated by these solar panels. We estimate the annual operational savings to be \$90,000 per year after we consider energy savings, rec credits and maintenance costs..

Draft

Project Name Core Parking Lot Improvements
Department: Public Works
Division:

Description:

This project is intended to build parking facilities in the downtown area. Staff has programmed design and construction money in the amount of \$2,150,000 over the next several years to implement improvements to potential parking lots such as the Food Kingdom Lot or the Courthouse Lot.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	0	0	0	150,000	2,000,000	2,150,000
Other	0	0	0	0	0	0
Total	0	0	0	150,000	2,000,000	2,150,000

Project Costs	2015	2016	2017	2018	2019	Total
Engineer/Design	0	0	0	150,000	0	150,000
Construction	0	0	0	0	2,000,000	2,000,000
Total	0	0	0	150,000	2,000,000	2,150,000

Operational cost considerations:

This project would increase the maintenance and utility cost by \$5,400 per year.

Draft

Project Name Valley Brook Bridge
Department: Public Works
Division:

Description:

This project was identified as a need when looking at the Blue River corridor. A bridge would improve the aesthetics of the corridor and provide a grade separated crossing from the recreation path.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	0	0	0	0	2,000,000	2,000,000
Total	0	0	0	0	2,000,000	2,000,000

Project Costs	2015	2016	2017	2018	2019	Total
Construction	0	0	0	0	2,000,000	2,000,000
Total	0	0	0	0	2,000,000	2,000,000

Operational cost considerations:

This project will increase our operational cost due to maintenance of some of the traffic components such as guardrail and signage. We estimate these costs to be \$1,500 per year.

Draft

Project Name South Park Underpass
Department: Public Works
Division:

Description:

This project is to construct an underpass under South Park Avenue connecting the existing Riverwalk on the north side and Main Street Station on the south. CDOT and the Town have construction plans, which are approximately 70% complete. At this time, we do not know when we might build this project because the schedule is dependant on when CDOT funds will be available. However, for now, we have put a placeholder in for construction in 2019. Under enhancement funding CDOT would pay 80% and the Town 20%. Project improvements include the following: a new bridge, pedestrian walkway, rock retaining walls, curb and gutter, lighting and signage.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	0	0	0	0	450,000	450,000
CDOT Funds	0	0	0	0	1,200,000	1,200,000
Total	0	0	0	0	1,650,000	1,650,000

Project Costs	2015	2016	2017	2018	2019	Total
Engineering/Design	0	0	0	0	150,000	150,000
Construction	0	0	0	0	1,500,000	1,500,000
Total	0	0	0	0	1,650,000	1,650,000

Operational cost considerations:

This project would increase our utility and maintenance costs by \$3,000 per year.

Draft

Project Name Gondola Lot Development
Department: Engineering
Division:

Description:

The Gondola Lot Master Plan is completed and the Town has some property included in the development. The scope of the Town's participation could include the river restoration, parking structure and other public benefits. The amount shown below is a placeholder.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	0	0	0	0	1,000,000	1,000,000
Grants						0
Total	0	0	0	0	1,000,000	1,000,000

Project Costs	2015	2016	2017	2018	2019	Total
Construction	0	0	0	0	1,000,000	1,000,000
Total	0	0	0	0	1,000,000	1,000,000

Operational cost considerations:

We would expect the Gondola Lot development to increase our operational costs because the Town would be maintaining a portion of the development's improvements. We expect an additional \$2,000 in direct costs and an extra 100 maintenance hours per year.

Draft

Project Name Public Restrooms
Department: Community Development

Description:

During the development of the Main Street Park, a need for restrooms on the north side of Town was discussed. The Council initially decided to place the bathrooms on the Carter Museum property by this option created impacts on the eligibility of the Carter Museum as a historical place. The Council decided to move forward with the Main Street Park without the bathrooms so the location for these bathrooms has not yet been determined. Staff will work towards finding a suitable location and will address the location with Council before proceeding.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	125,000	0	0	0	0	125,000
Total	125,000	0	0	0	0	125,000

Project Costs	2015	2016	2017	2018	2019	Total
Construction	125,000	0	0	0	0	125,000
Total	125,000	0	0	0	0	125,000

Operational cost considerations:

The utilities, cleaning and supplies for bathrooms are expecting to increase our operating budgets by \$15,000/year. Staff is expected to spend between 200 and 300 hours per year checking the space and repairs.

Draft

Project Name Blue River Corridor
Department: Community Development
Division: Long Range

Description:

In 2008 the Town worked with DTJ Design to develop a plan for improvements to the Blue River corridor between Coyne Valley Road and Valley Brook Road. The plan calls for a series of parks and public places along the river. Staff will be applying for grant funding for some of these improvements in 2015 through the GOCO Local Parks and Outdoor Recreation grant. The GOCO grant requires a 30 percent local match. The Town has learned from the GOCO staff that preliminary plans would be needed for a better chance at receiving a grant. \$50,000 has been put into 2015 to develop a set of plans that would be used to apply for a GOCO grant. Staff intends to apply for \$350,000 in GOCO grant funding in 2016, to be matched by \$150,000 of local funding. Improvements planned include installation of the River Eddy Park, the Amphitheatre, and Oxbow Park, including one bridge across the Blue River.

The Council has funded a portion of this project from the Open Space Fund; 50% of the initial design in 2015 and 30% of Towns match to the GOCO grant.

Project Funding	2015	2016	2017	2018	2019	Total
Town Funds	25,000	105,000	0	0	0	130,000
Open Space Fund	25,000	45,000				
Grants	0	350,000	0	0	0	350,000
Total	50,000	500,000	0	0	0	480,000

Project Costs	2015	2016	2017	2018	2019	Total
Design	50,000	0	0	0	0	50,000
Construction		500,000	0	0	0	500,000
Total	50,000	500,000	0	0	0	550,000

Operational cost considerations:

The final design of these parks have not been completed and may impact our estimate of operational cost impacts.

Draft

Water Fund Five Year Capital Improvement Plan Summary 2014 to 2018

Public Works
 Water Division
 Program #1540

Project	2015	2016	2017	2018	2019	TOTAL
Capacity Projects	1,500,000	0	0	0	0	1,500,000
Technology Upgrades	0	225,000	225,000	225,000	150,000	825,000
Tarn Plant Rehabilitation	75,000	400,000	300,000	300,000	300,000	1,375,000
Water Main Upgrades	1,025,000	690,000	920,000	880,000	700,000	4,215,000
TOTAL	2,600,000	1,315,000	1,445,000	1,405,000	1,150,000	7,915,000

FUNDING SOURCES	2015	2016	2017	2018	2019	TOTAL
Utility Fund Revenue/Reserves	2,600,000	1,315,000	1,445,000	1,405,000	1,150,000	7,915,000
TOTAL	2,600,000	1,315,000	1,445,000	1,405,000	1,150,000	7,915,000

Draft

Project Name Water Capacity
Department: Public Works
Division: Water

Description:

This project is to begin the design for the second water treatment plant. This project would be for the design of the water plant, pumps, pipes and permit process for the plant. The total non-construction costs are expected to be more than the \$1,500,000 shown in 2015 and additional moneys, if approved, will be shown in 2016 for design. A total of \$27,000,000 will be shown in years 2017 and 2018.

Project Funding	2015	2016	2017	2018	2019	Total
Utility Fund Revenue/Reserves	1,500,000	0	0	0	0	1,500,000
Total	1,500,000	0	0	0	0	1,500,000

Project Costs	2015	2016	2017	2018	2019	Total
Construction/Installation	1,500,000	0	0	0	0	1,500,000
Total	1,500,000	0	0	0	0	1,500,000

Operational cost considerations:

The operational costs for this project are expected to increase operating expenses approximately \$500,000 per year.

Draft

Project Name Technology Upgrades
Department: Public Works
Division: Water
Program Number: 1540

Description:

This project is to upgrade the technology on the existing system. These improvements include modern controls and remote monitoring of the system to allow water operators to more efficiently and effectively run the water system and keep the system up to date.

2015 - No upgrades planned

2016 - 2019 SCADA upgrade to PRV vaults

Project Funding	2015	2016	2017	2018	2019	Total
Utility Fund Revenue/Reserves	0	225,000	225,000	225,000	150,000	825,000
Total	0	225,000	225,000	225,000	150,000	825,000

Project Costs	2015	2016	2017	2018	2019	Total
Construction/Installation	0	225,000	225,000	225,000	150,000	825,000
Total	0	225,000	225,000	225,000	150,000	825,000

Operational cost considerations:

This project is an ongoing upgrade to existing systems that really reduces the amount of staff time needed to operate the plant and system. The net result is that these improvements allow staff to perform their jobs more efficiently which frees up time to take on other tasks. There are not any direct operational cost impacts.

Draft

Project Name Tarn Plant Rehab
Department: Public Works
Division: Water
Program Number: 1540

Description:

This project is to rehabilitate the Tarn Water plant to improve the efficiency as identified in the HDR report on the 2nd water plant. 2015 will see the design of improvements for the Tarn Water plant to implement in 2016.

Project Funding	2015	2016	2017	2018	2019	Total
Utility Fund Revenue/Reserves	75,000	400,000	300,000	300,000	300,000	1,375,000
Total	75,000	400,000	300,000	300,000	300,000	1,375,000

Project Costs	2015	2016	2017	2018	2019	Total
Construction/Installation	75,000	400,000	300,000	300,000	300,000	1,375,000
Total	75,000	400,000	300,000	300,000	300,000	1,375,000

Operational cost considerations:

This project is an ongoing upgrade to existing systems that really reduces the amount of staff time needed to operate the plant and system. The net result is that these improvements allow staff to perform their jobs more efficiently which frees up time to take on other tasks. There are not any direct operational cost impacts.

Draft

Project Name Water Main Replacement
Department: Public Works

Description:

Some of the older waterlines in our system require replacement to prevent continued water main breaks. Staff has developed a plan for the next five years to replace some of these lines as follows:

2015 - Second phase of Peak 7 lining at \$780,000. Also included are \$150,000 for moving hydrants for the Four O'clock Roundabout and some valve replacements on various water mains. \$95,000 is to relocate a water main in Ridge Street

2016 and 2017 – Silver Shekel - Cost estimates will be revised before the October budget retreat.

Project Funding	2015	2016	2017	2018	2019	Total
Utility Fund Revenue/Reserves	1,025,000	690,000	920,000	880,000	700,000	4,215,000
Total	1,025,000	690,000	920,000	880,000	700,000	4,215,000

Project Costs	2015	2016	2017	2018	2019	Total
Construction	1,025,000	690,000	920,000	880,000	700,000	4,215,000
Total	1,025,000	690,000	920,000	880,000	700,000	4,215,000

Operational cost considerations:

Staff estimates that once all of these improvements are completed that the water main breaks will be reduced by 4 breaks per year. A water main break costs approximately \$15,000 per break which results in a repair cost savings of \$60,000 per year. Water productions will be saved at approximately 4 million gallons per year. It currently costs the Town approximately \$3/ 1,000 gallons which translates to \$12,000 in production savings per year. We estimate a total savings of \$72,000 per year. Staff time will also be saved at an estimated 100 hours per year. It will take several years to replace the lines and realize the operational costs savings.

Draft

Golf Fund Five Year Capital Improvement Plan Summary 2014 to 2018

Project	2015	2016	2017	2018	2019	TOTAL
Equipment Replacement	160,000	170,000	170,000	175,000	175,000	850,000
Golf Course Improvements	18,000	10,000	10,000	10,000	10,000	58,000
Operations - Golf Cart Repl.	82,500	82,500	82,500	82,500	82,500	412,500
Irrigation Replacement	0	2,170,000	0	0	0	2,170,000
TOTAL	260,500	2,432,500	262,500	267,500	267,500	3,490,500

Funding Sources						
Current Revenue/Reserves	260,500	2,432,500	262,500	267,500	267,500	3,490,500
TOTAL	260,500	2,432,500	262,500	267,500	267,500	3,490,500

Draft

Project Name Course Equipment
Department: Golf Maintenance
Division: Maintenance
Scheduled Start: 2014
Schedule Completion: 2018

Description:

Ongoing equipment replacement program for all of the golf course maintenance equipment.
 Note: Golf course maintenance equipment is not in the Town garage fund.

New	Cost
2 Cushman Electric Utility Veh.	24,000
3 Toro Electric Utility Veh.	33,000
Debris Blower	7,300
Rough Mower	39,000
Rough Mower	27,400
Bunker Rake	19,300
Fairway Verticutter	10,000
Total	160,000

Project Funding	2015	2016	2017	2018	2019	Total
Current Revenues	160,000	170,000	170,000	175,000	175,000	850,000
Total	160,000	170,000	170,000	175,000	175,000	850,000

Project Costs	2015	2016	2017	2018	2019	Total
Acquisition	160,000	170,000	170,000	175,000	175,000	850,000
Total	160,000	170,000	170,000	175,000	175,000	850,000

Draft

Project Name Course Improvements
Department: Golf Maintenance
Division: Maintenance

Description:

Master plan: Bunker Repair, Change Tee Irrigation, Trees, Shrubs, Irrigation System Upgrade,

Project Funding	2015	2016	2017	2018	2019	Total
Revenues/Reserve	18,000	10,000	10,000	10,000	10,000	58,000
Total	18,000	10,000	10,000	10,000	10,000	58,000

Project Costs	2015	2016	2017	2018	2019	Total
Construction	18,000	10,000	10,000	10,000	10,000	58,000
Total	18,000	10,000	10,000	10,000	10,000	58,000

Draft

Project Name Cart Replacement
Department: Golf Operations
Division: Operations

Description:

Our cart fleet typically is turned over every 4 years. 2017 is scheduled to be the next replacement year. This is the anticipated replacement cost .

Project Funding	2015	2016	2017	2018	2019	Total
Revenue/Reserve	82,500	82,500	82,500	82,500	82,500	412,500
Total	82,500	82,500	82,500	82,500	82,500	412,500

Project Costs	2015	2016	2017	2018	2019	Total
Acquisition	0	0	330,000	0	0	330,000
Total	0	0	330,000	0	0	330,000

Draft

Project Name Irrigation Replacement
Department: Golf Operations
Division: Operations

Description:

The original 18 hole golf course was built in 1984. The irrigation system is aging and the cost to maintain is increasing with time. The original design did not consider water conservation. New technologies also exist that will reduce water usage and labor requirements to keep the golf course at a high quality. The project will be designed in 2014 and construct in 2016 depending on what works best for the business at the Golf Course.

Project Funding	2015	2016	2017	2018	2019	Total
Revenue/Reserve	0	2,170,000	0	0	0	2,170,000
Total	0	2,170,000	0	0	0	2,170,000

Project Costs	2015	2016	2017	2018	2019	Total
Construct		2,170,000	0			2,170,000
Total	0	2,170,000	0	0	0	2,170,000

MEMO

TO: Mayor & Town Council
FROM: Tim Gagen, Town Manager
DATE: September 18, 2014
SUBJECT: Committee Reports for 9-23-2014 Council Packet

Summit Stage Advisory Board **August 27, 2014** **James Phelps**

The Advisory Board discussed at length and approved the addition of three (3) “express bus” routes that will begin at start of the winter service schedule. The three (3) express routes approved: Silverthorne-Frisco-Breckenridge, Silverthorne-Keystone, and Frisco-Copper. These routes will run once a day in the morning and are viewed to be in line with the Mission Statement of getting back to 30 minute travel times on the mainline routes. In addition to the three (3) express routes, the advisory board simultaneously approved two (2) morning runs for the Silverthorne Loop and Wilderness Loop routes. In total there will be five (5) additional daily bus runs, three as “express bus” and two for added Silverthorne Service. Town of Breckenridge did support the express bus experiment but voiced concern of increasing budget given past position of adding local service. The approved proposal is believed to be adding no more than \$30K to the operations budget. These five additional runs will be evaluated after the season for future budget consideration. The current trend in Mass Transit Tax receipts are positive and were discussed as part of the approval. Year to date mass transit receipts (thru May) are up 11.7% over 2013.

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
Liquor Licensing Authority*	Taryn Power	No Meeting/Report
Wildfire Council	Matt Thompson	No Meeting/Report
Public Art Commission*	Jenn Cram	No Meeting/Report
Summit Stage Advisory Board*	James Phelps	Included
Police Advisory Committee	Chief Haynes	No Meeting/Report
CMC Advisory Committee	Tim Gagen	No Meeting/Report
Recreation Advisory Committee	Mike Barney	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.*



August 31, 2014 Financial Report



Finance & Municipal Services Division

Executive Summary

August 31, 2014

This report covers the year to date as of 8-31-2014.

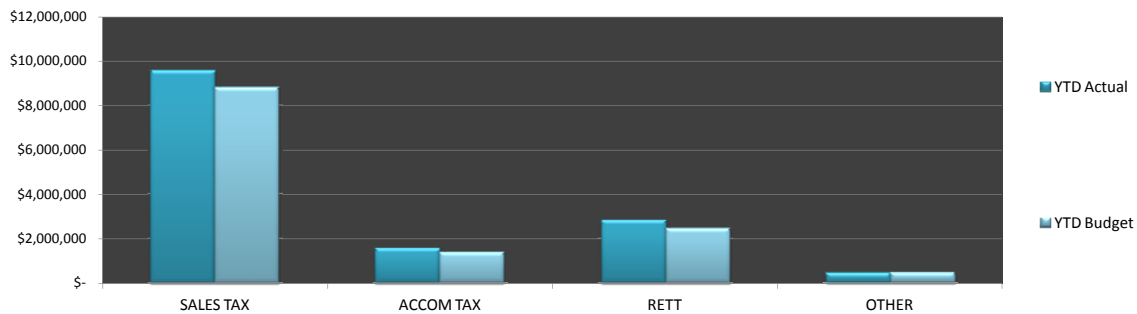
Revenues continue to be strong: Excise Fund revenue is ahead of budget by \$1.295MM or 10% at \$14,358,345 vs. budget of \$13,063,700.

Sales Tax, Accommodations Tax and Real Estate Transfer Tax are ahead of budget (see table below for details)

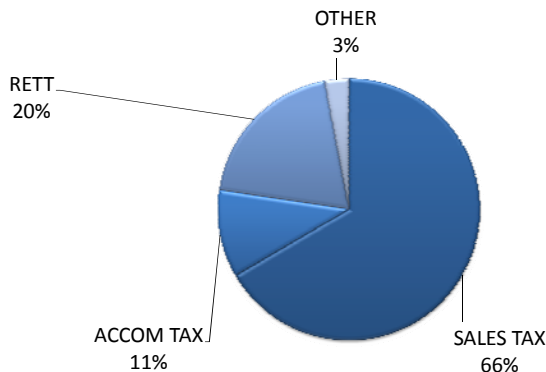
For more information on tax revenues (by month and business sector), please see the Tax Basics section of the Financials.

Staff will be available at the September 23 work session to answer any questions you may have.

Excise YTD Actual vs. Budget - by Source



YTD Actual Revenues - Excise



	YTD Actual	YTD Budget	% of Budget	Annual Budget	Current Year Projected	Prior YTD Actual	Prior Annual Actual
SALES TAX	\$ 9,553,866	\$ 8,799,464	109%	\$ 15,198,907	\$ 16,548,703	\$ 8,389,028	\$ 14,839,044
ACCOMMODATIONS TAX	1,553,662	1,374,435	113%	2,018,536	2,276,181	1,282,503	2,006,571
REAL ESTATE TRANSFER	2,819,196	2,446,082	115%	3,800,001	4,279,436	2,839,488	4,462,232
OTHER*	431,620	443,719	97%	761,138	678,734	459,976	810,708
TOTAL	\$ 14,358,345	\$ 13,063,700	110%	\$ 21,778,582	\$ 23,783,054	\$ 12,970,996	\$ 22,118,556

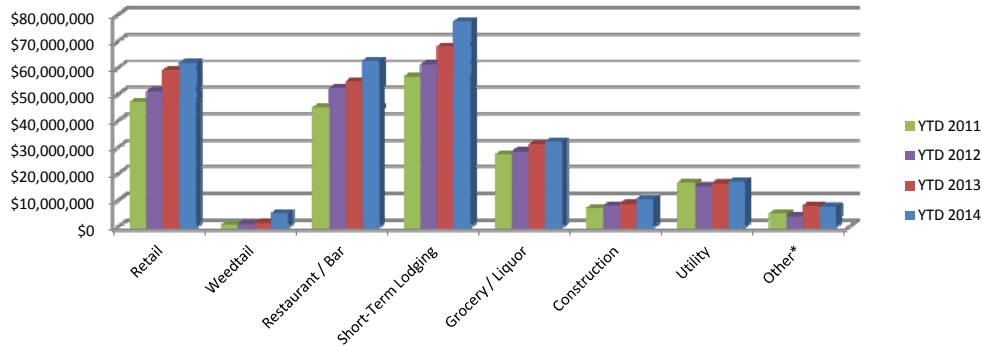
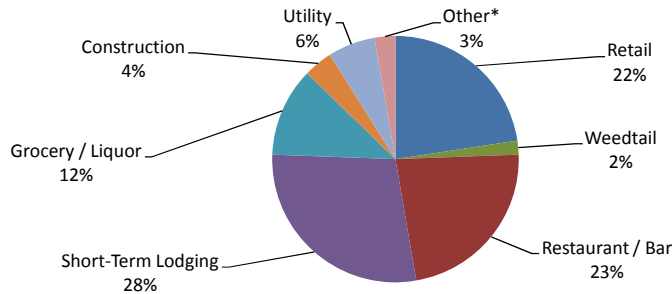
* Other includes Franchise Fees (Telephone, Public Service and Cable), Cigarette Tax, and Investment Income

The Tax Basics

Net Taxable Sales by Industry-YTD

Description	YTD 2011	YTD 2012	YTD 2013	YTD 2014	2013/2014 \$ Change	2013/2014 % Change	2014 % of Total
Retail	\$46,857,190	\$51,011,494	\$59,052,887	\$61,740,406	\$2,687,518	4.55%	22.60%
Weedtail	\$659,976	\$956,216	\$1,376,434	\$4,952,999	\$3,576,564	259.84%	1.81%
Restaurant / Bar	\$44,870,279	\$52,272,228	\$54,672,438	\$62,498,237	\$7,825,799	14.31%	22.88%
Short-Term Lodging	\$56,466,185	\$61,096,844	\$67,878,942	\$77,326,551	\$9,447,609	13.92%	28.30%
Grocery / Liquor	\$27,127,392	\$28,406,371	\$30,943,070	\$31,873,358	\$930,288	3.01%	11.67%
Construction	\$6,950,911	\$7,785,386	\$8,636,577	\$10,373,529	\$1,736,952	20.11%	3.80%
Utility	\$16,578,728	\$15,277,743	\$16,123,554	\$16,939,603	\$816,049	5.06%	6.20%
Other*	\$4,951,757	\$3,831,922	\$7,752,548	\$7,491,386	(\$261,162)	-3.37%	2.74%
Total	\$204,462,419	\$220,638,205	\$246,436,451	\$273,196,069	\$26,759,618	10.86%	100.00%

* Other includes activities in Automobiles and Undefined Sales.



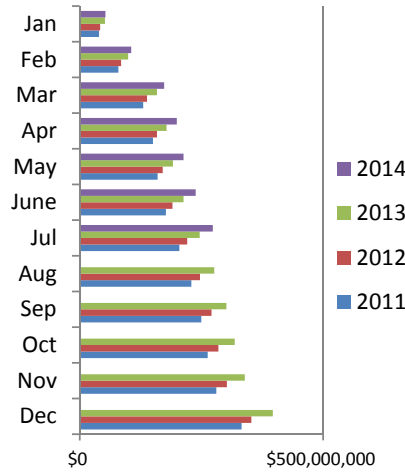
New Items of Note:

- July net taxable sales are currently ahead of 2013 by 6.01%.
- Year-to-date net taxable sales are currently ahead of 2013 by 10.86%.
- With the exception of Retail & Construction, all other categories had the best July on record.
- While Construction was up 9.51% over prior year, the sector was still down from 2005-2008.
- The Retail sector is currently down from prior year. However, upon the filing of some unfiled returns, this may change in the next report.
- The growth over prior year in the Grocery/Liquor sector began to slow to a rate near or below inflation in May.
- Lodging, Restaurant, Construction, and Weedtail fared better than the aggregate of all sectors.

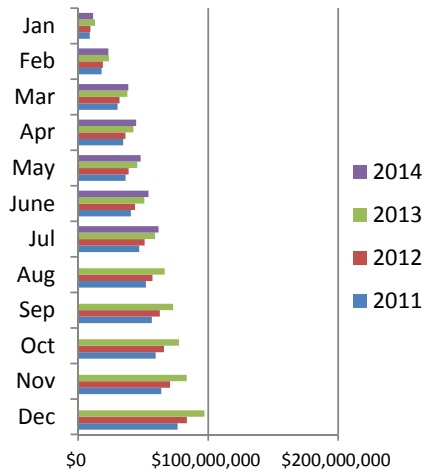
Continuing Items of Note:

- In 2014, a new category was added to the Sales by Sector pages for the Weedtail sector. The category encompasses all legal marijuana sales, regardless of medical or recreational designation. The Retail sector has been adjusted to remove the sales previously reported in this category. The jump in sales from 2013 to 2014 can be attributed to the legalization of sales of recreational marijuana.
- A section on Disposable Bag Fees was added in 2014.
- 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.

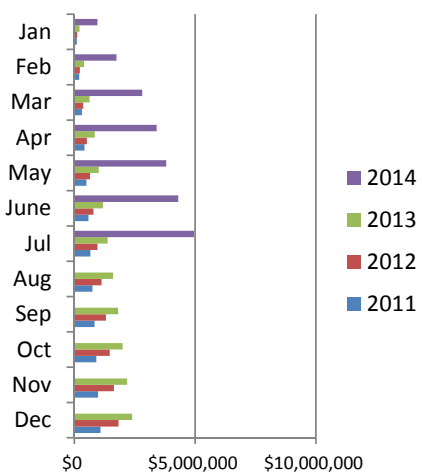
Net Taxable Sales by Sector - Town of Breckenridge Tax Base



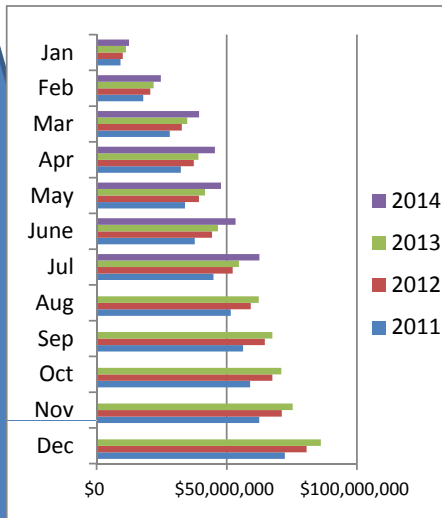
Total Net Taxable Sales					
	2011	2012	2013	2014 from PY	% change
Jan	\$39,457,505	\$41,718,482	\$51,526,089	\$52,683,747	2.25%
Feb	\$39,794,165	\$43,279,998	\$47,653,813	\$52,886,126	10.98%
Mar	\$51,127,532	\$53,068,463	\$59,309,228	\$67,758,391	14.25%
Apr	\$19,740,992	\$20,550,689	\$19,833,788	\$25,773,336	29.95%
May	\$9,607,534	\$11,552,549	\$13,057,342	\$14,071,624	7.77%
Jun	\$17,133,963	\$20,161,932	\$21,824,324	\$24,792,770	13.60%
Jul	\$27,600,727	\$30,306,091	\$33,231,868	\$35,230,074	6.01%
Aug	\$24,681,057	\$26,378,253	\$29,612,566	\$0	n/a
Sep	\$20,454,070	\$23,534,713	\$25,122,756	\$0	n/a
Oct	\$13,185,469	\$14,052,583	\$17,153,301	\$0	n/a
Nov	\$17,694,164	\$17,500,298	\$20,678,935	\$0	n/a
Dec	\$51,828,677	\$50,233,000	\$57,402,425	\$0	n/a
Total	\$332,305,855	\$352,337,052	\$396,406,434	\$273,196,069	



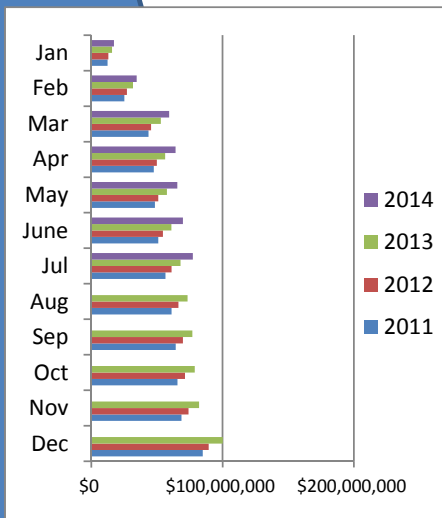
Retail					
	2011	2012	2013	2014 from PY	% change
Jan	\$8,873,745	\$9,332,951	\$12,915,558	\$11,412,626	-11.64%
Feb	\$9,025,467	\$9,561,486	\$10,677,768	\$11,682,555	9.41%
Mar	\$12,371,926	\$12,894,030	\$14,176,541	\$15,399,802	8.63%
Apr	\$4,281,042	\$4,535,877	\$4,659,700	\$6,105,944	31.04%
May	\$1,874,691	\$2,460,868	\$2,958,170	\$3,344,359	13.06%
Jun	\$4,051,674	\$4,935,052	\$5,458,467	\$6,055,309	10.93%
Jul	\$6,378,646	\$7,291,230	\$8,206,684	\$7,739,811	-5.69%
Aug	\$5,206,454	\$6,103,157	\$7,365,488	\$0	n/a
Sep	\$4,509,144	\$5,600,950	\$6,559,718	\$0	n/a
Oct	\$2,949,134	\$3,253,812	\$4,582,626	\$0	n/a
Nov	\$4,372,344	\$4,647,092	\$5,850,669	\$0	n/a
Dec	\$12,521,962	\$12,981,465	\$13,743,368	\$0	n/a
Total	\$76,416,228	\$83,597,969	\$97,154,757	\$61,740,406	



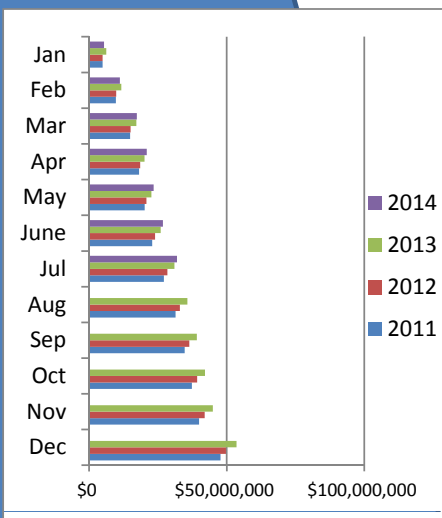
Weedtail					
	2011	2012	2013	2014 from PY	% change
Jan	\$98,400	\$112,836	\$213,016	\$951,609	346.73%
Feb	\$101,156	\$112,024	\$182,322	\$787,796	332.09%
Mar	\$114,141	\$138,857	\$236,589	\$1,068,198	351.50%
Apr	\$101,758	\$151,697	\$207,583	\$597,513	187.84%
May	\$79,694	\$130,681	\$165,344	\$397,864	140.63%
Jun	\$90,530	\$143,525	\$173,564	\$493,672	184.43%
Jul	\$74,297	\$166,596	\$198,017	\$656,347	231.46%
Aug	\$87,638	\$167,634	\$226,347	\$0	n/a
Sep	\$87,116	\$180,635	\$203,715	\$0	n/a
Oct	\$74,763	\$160,677	\$189,368	\$0	n/a
Nov	\$73,632	\$171,386	\$192,819	\$0	n/a
Dec	\$97,903	\$189,064	\$205,254	\$0	n/a
Total	\$1,081,028	\$1,825,612	\$2,393,937	\$4,952,999	



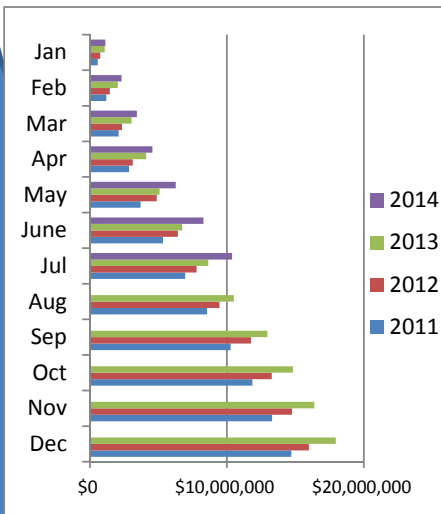
Restaurant / Bar					
	2011	2012	2013	2014	% change from PY
Jan	\$9,132,858	\$10,000,475	\$11,226,637	\$12,405,110	10.50%
Feb	\$8,708,081	\$10,576,852	\$10,663,258	\$12,240,942	14.80%
Mar	\$10,231,641	\$12,086,391	\$12,896,428	\$14,690,522	13.91%
Apr	\$4,227,322	\$4,662,012	\$4,291,147	\$6,088,782	41.89%
May	\$1,629,285	\$1,975,658	\$2,539,806	\$2,328,801	-8.31%
Jun	\$3,761,795	\$5,006,301	\$4,967,871	\$5,584,527	12.41%
Jul	\$7,179,297	\$7,964,540	\$8,087,291	\$9,159,553	13.26%
Aug	\$6,655,377	\$6,905,724	\$7,623,862	\$0	n/a
Sep	\$4,725,746	\$5,423,426	\$5,222,070	\$0	n/a
Oct	\$2,675,462	\$2,924,663	\$3,438,520	\$0	n/a
Nov	\$3,522,382	\$3,613,665	\$4,364,337	\$0	n/a
Dec	\$9,843,423	\$9,534,760	\$10,835,131	\$0	n/a
Total	\$72,292,669	\$80,674,467	\$86,156,358	\$62,498,237	



Short-Term Lodging					
	2011	2012	2013	2014	% change from PY
Jan	\$12,273,406	\$12,980,188	\$15,760,518	\$17,233,310	9.34%
Feb	\$12,861,701	\$14,098,863	\$15,931,070	\$17,231,487	8.16%
Mar	\$18,399,939	\$18,334,344	\$21,220,605	\$24,794,999	16.84%
Apr	\$4,053,070	\$4,477,551	\$3,301,068	\$4,913,940	48.86%
May	\$832,715	\$1,088,308	\$1,276,571	\$1,296,277	1.54%
Jun	\$2,532,271	\$3,498,126	\$3,489,236	\$4,310,912	23.55%
Jul	\$5,513,083	\$6,619,464	\$6,899,876	\$7,545,626	9.36%
Aug	\$4,617,400	\$5,172,991	\$5,406,689	\$0	n/a
Sep	\$3,209,320	\$3,501,612	\$3,682,786	\$0	n/a
Oct	\$1,353,845	\$1,495,331	\$1,778,689	\$0	n/a
Nov	\$2,982,078	\$2,764,095	\$3,279,701	\$0	n/a
Dec	\$16,181,397	\$15,265,907	\$18,091,696	\$0	n/a
Total	\$84,810,225	\$89,296,780	\$100,118,503	\$77,326,551	



Grocery / Liquor					
	2011	2012	2013	2014	% change from PY
Jan	\$4,853,813	\$4,857,276	\$6,202,934	\$5,396,830	-13.00%
Feb	\$4,803,009	\$4,962,402	\$5,467,845	\$5,757,737	5.30%
Mar	\$5,179,766	\$5,219,990	\$5,450,296	\$6,142,330	12.70%
Apr	\$3,261,348	\$3,469,430	\$2,961,839	\$3,595,478	21.39%
May	\$2,053,046	\$2,309,947	\$2,527,526	\$2,494,945	-1.29%
Jun	\$2,757,191	\$3,097,820	\$3,378,083	\$3,390,191	0.36%
Jul	\$4,219,220	\$4,489,506	\$4,954,547	\$5,095,848	2.85%
Aug	\$4,271,490	\$4,540,829	\$4,724,946	\$0	n/a
Sep	\$3,278,161	\$3,404,220	\$3,465,662	\$0	n/a
Oct	\$2,647,930	\$2,855,324	\$2,930,066	\$0	n/a
Nov	\$2,598,982	\$2,778,270	\$2,869,441	\$0	n/a
Dec	\$7,776,073	\$7,705,640	\$8,615,254	\$0	n/a
Total	\$47,700,028	\$49,690,652	\$53,548,439	\$31,873,358	

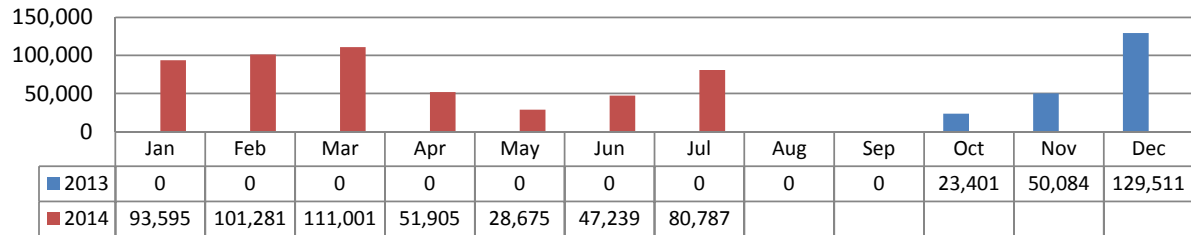


Construction					
	2011	2012	2013	2014	% change from PY
Jan	\$563,647	\$752,255	\$1,072,239	\$1,129,003	5.29%
Feb	\$633,474	\$703,811	\$964,673	\$1,171,370	21.43%
Mar	\$890,826	\$881,518	\$1,008,645	\$1,121,396	11.18%
Apr	\$770,474	\$779,206	\$1,055,938	\$1,140,743	8.03%
May	\$836,918	\$1,761,256	\$978,334	\$1,699,762	73.74%
Jun	\$1,630,112	\$1,540,822	\$1,653,588	\$2,027,078	22.59%
Jul	\$1,625,460	\$1,366,520	\$1,903,161	\$2,084,178	9.51%
Aug	\$1,594,166	\$1,670,785	\$1,870,078	\$0	n/a
Sep	\$1,722,226	\$2,297,356	\$2,454,362	\$0	n/a
Oct	\$1,595,351	\$1,521,388	\$1,858,158	\$0	n/a
Nov	\$1,437,391	\$1,482,393	\$1,555,679	\$0	n/a
Dec	\$1,392,964	\$1,226,412	\$1,568,060	\$0	n/a
Total	\$14,693,010	\$15,983,720	\$17,942,915	\$10,373,529	

Disposable Bag Fees

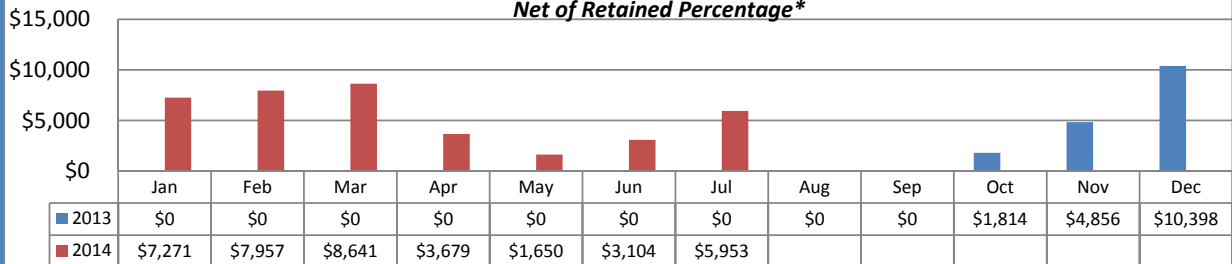
The Town adopted an ordinance April 9, 2013 (effective October 15, 2013) to discourage the use of disposable bags and achieve a goal of the SustainableBreck Plan. The ten cent fee applies to most plastic and paper bags given out at retail and grocery stores in Breckenridge. The program is intended to encourage the use of reusable bags and discourage the use of disposable bags, thereby furthering the Town's sustainability efforts. Revenues from the fee are used to provide public information about the program and promote the use of reusable bags. Retailers are permitted to retain 50% of the fee (up to \$1000/month through October 31, 2014; \$100/month beginning November 1, 2014) in order to offset expenses incurred related to the program.

of Disposable Bags Reported by Month



Bag Fees Remitted by Month

*Net of Retained Percentage**



*Retailers are permitted to retain 50% of the fee (up to \$1000/month through October 31, 2014; \$100/month beginning November 1, 2014) in order to offset expenses incurred related to the program. The retained percent may be used by the retail store to provide educational information to customers; provide required signage; train staff; alter infrastructure; fee administration; develop/display informational signage; encourage the use of reusable bags or promote recycling of disposable bags; and improve infrastructure to increase disposable bag recycling.

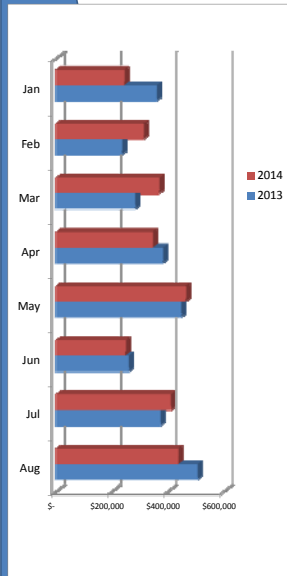
Real Estate Transfer Tax

New Items of Note:

- Revenue for the month of August fell behind prior year by 13.58%, yet surpassed the monthly budget by \$1,405.
- YTD Collections are up 43.13% from prior year, and ahead of budget by \$373,114 (through 8/31).
- We fell short of the prior year churn by 8.26% year to date (through 8/31).
- Single Family Home sales now account for the majority of the sales (30.90%), with Timeshares now representing the next highest sales (26.83%) subject to the tax. Condominium sales, which previously represented the majority of sales, have fallen to third position.

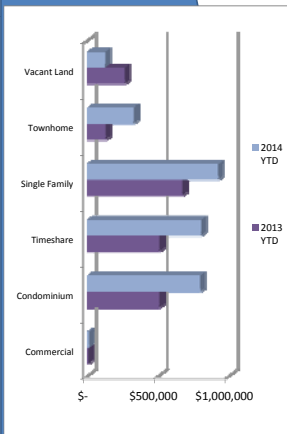
Continuing Items of Note:

- 2014 Real Estate Transfer Tax budget is based upon the monthly distribution for 2013.

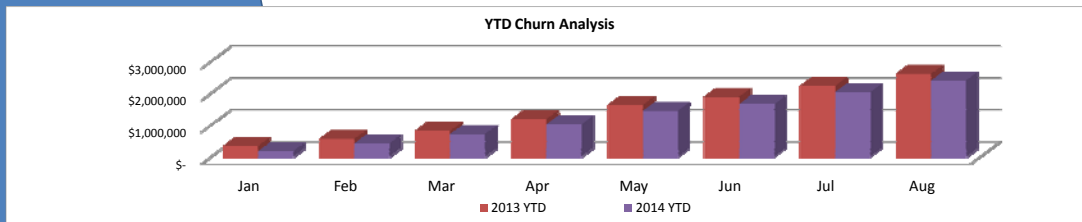


Total RETT						
	2012	2013	2014	% change	2014 Budget	+/- Budget
Jan	\$132,557	\$358,948	\$242,770	-32.37%	\$309,216	-\$66,446
Feb	\$234,630	\$234,357	\$311,353	32.85%	\$201,887	\$109,466
Mar	\$114,921	\$281,202	\$367,107	30.55%	\$242,242	\$124,865
Apr	\$174,514	\$380,279	\$343,886	-9.57%	\$327,592	\$16,294
May	\$292,708	\$446,840	\$461,783	3.34%	\$384,931	\$76,852
Jun	\$251,397	\$259,659	\$246,452	-5.09%	\$223,684	\$22,768
Jul	\$252,104	\$373,510	\$409,671	9.68%	\$321,761	\$87,910
Aug	\$388,749	\$504,694	\$436,174	-13.58%	\$434,769	\$1,405
Sep	\$311,285	\$509,838	\$175,965	-65.49%	\$439,301	-\$263,336
Oct	\$387,028	\$381,475	\$0	n/a	\$328,622	n/a
Nov	\$389,275	\$403,015	\$0	n/a	\$347,178	n/a
Dec	\$761,919	\$328,416	\$0	n/a	\$238,918	n/a
Total	\$3,691,087	\$4,462,232	\$2,995,161		\$3,800,000	\$109,778

*September #s are as of 09/12/2014



by Category					
Description	2013 YTD	2014 YTD	\$ change	% change	% of Total
Commercial	\$ 8,700	\$ 15,297	6,597	75.82%	0.51%
Condominium	507,702	799,301	291,599	57.44%	26.68%
Timeshare	507,524	803,818	296,295	58.38%	26.83%
Single Family	672,233	925,544	253,311	37.68%	30.90%
Townhome	130,263	324,706	194,443	149.27%	10.84%
Vacant Land	266,494	126,828	(139,666)	-52.41%	4.23%
Total	\$ 2,092,916	\$ 2,995,494	902,578	43.13%	100.00%



General Fund Revenues Summary

August 31, 2014

These next two pages report on results in our General Fund. This area contains most "Government Services," such as public works, police, planning, recreation facilities, and administrative function.

General Fund Revenue: At the end of August, the Town's General Fund was at 105% of YTD budget (\$15.4 million actual vs. \$14.7 million budgeted). The variances are described below.

Variance Explanations:

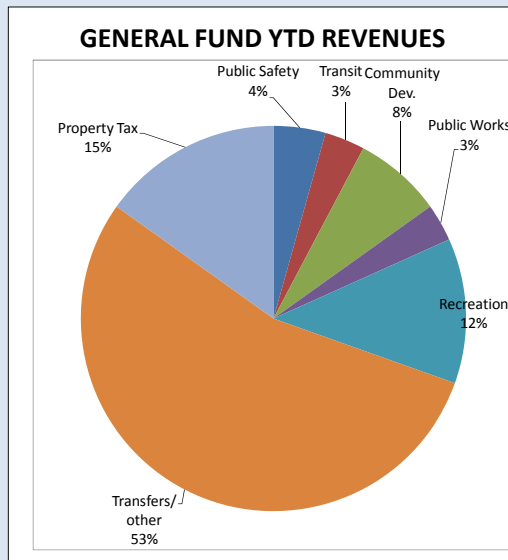
Transit over budget due to Summit Stage billing-timing.

Community Development over budget primarily due to building permits and plan check fees.

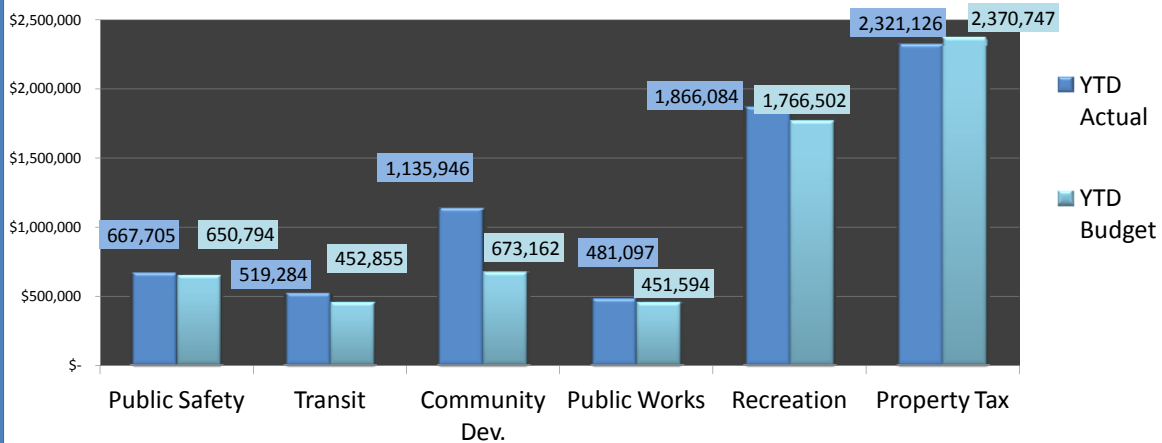
Public Works: over budget due to miscellaneous income such as Ice Castles.

Recreation: ahead of budget due to Summer Recreation Fees, Tennis Lessons, Resident Passes, Sleigh Ride Royalty and Nordic Passes.

Property tax-timing. Most payments have been received. Late payments will continue to trickle in.



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



General Fund Expenditures Summary

August 31, 2014

This page details the expense side of the General Fund. These figures represent the cost of providing the services contained in this fund (Public Safety, Transit, Recreation, Public Works, Community Development, and Administration).

The General Fund actual expenditures through August 31, 2014 were under budget by 5% at \$13,449,613 vs. budget of \$14,108,542 .

Variance Explanations:

Public Safety under budget due to wages (open positions) .

Admin under budget due to legal services and wages.

Transit under budget due to wages (open positions) .

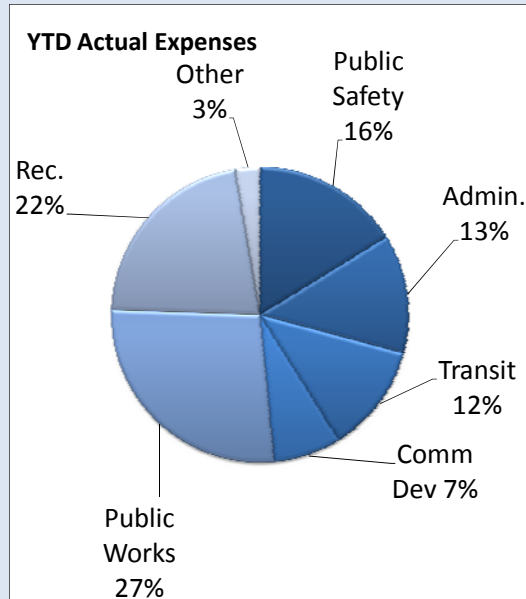
Comm Dev under budget due to wages and training.

Public works over budget primarily due winter season snow hauling and bus barn remodel.

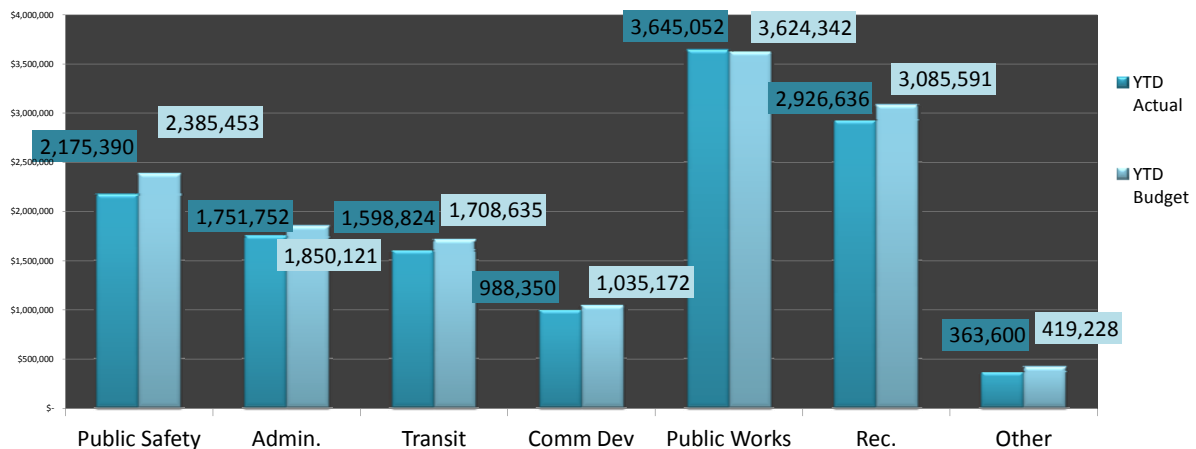
Recreation under budget due to a number of operational items (wages, advertising, utilities and pro shop purchases at the ice rink, janitorial services).

"Other" category:

- Nordic Center financing-did not draw as much as anticipated for new lodge construction project.
- Green Team: purchases of reuseable bags (not yet spent)



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



Combined Statement of Revenues and Expenditures

All Funds August 31, 2014

REVENUE	YTD Actual	YTD Budget	% of YTD Bud.	Annual Bud.
General Governmental				
1 Gen/Excise/MMJ/Child Cr/Spec Prj	\$ 22,367,418	\$ 20,494,047	109%	\$ 31,657,818
2 Special Revenue	3,954,180	3,384,547	117%	6,014,918
3 Internal Service	2,316,063	2,284,514	101%	3,461,464
4 Subtotal General Governmental	\$ 28,637,661	\$ 26,163,108	109%	\$ 41,134,200
5 Capital Projects	1,458,737	566,000	258%	593,000
Enterprise Funds				
6 Utility Fund	2,718,918	2,434,082	112%	4,284,789
7 Golf	1,794,486	1,794,516	100%	2,137,530
8 Cemetery	22,225	16,535	134%	22,518
9 Subtotal Enterprise Funds	\$ 4,535,629	\$ 4,245,133	107%	\$ 6,444,837
10 TOTAL REVENUE	34,632,027	30,974,241	112%	48,172,037
11 Internal Transfers	20,996,335	20,901,408	100%	26,506,374
12 TOTAL REVENUE incl. x-fers	\$ 55,628,362	\$ 51,875,649	107%	\$ 74,678,411
EXPENDITURES				
	YTD Actual	YTD Budget	% of Bud.	Annual Bud.
General Governmental				
1 Gen/Excise/MMJ/Child Cr/Spec Prj	\$ 16,003,444	\$ 17,386,221	92%	\$ 25,105,706
2 Special Revenue	4,035,375	5,900,888	68%	8,309,682
3 Internal Service	1,789,270	2,456,609	73%	3,514,128
4 Subtotal General Governmental	\$ 21,828,089	\$ 25,743,718	85%	\$ 36,929,516
5 Capital Projects	8,877,702	9,147,683	97%	9,147,683
Enterprise Funds				
6 Utility Fund	1,478,583	1,958,035	76%	3,005,074
7 Golf	1,116,569	1,232,291	91%	1,757,661
8 Cemetery	0	9,048	0%	13,572
9 Subtotal Enterprise Funds	\$ 2,595,152	\$ 3,199,374	81%	\$ 4,776,307
10 TOTAL EXPENDITURES	33,300,943	38,090,775	87%	50,853,506
11 Internal Transfers	20,996,335	20,901,400	100%	26,506,374
12 TOTAL EXPENDITURES incl. x-fers	\$ 54,297,277	\$ 58,992,175	92%	\$ 77,359,880
13 TOTAL REVENUE less EXPEND.	\$ 1,331,085	\$ (7,116,526)	N/A	\$ (2,681,469)

*The full 2014 budget amount is shown in the YTD Budget column as the timing of capital expenditures does not follow a predictable trend.

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

ALL FUNDS REPORT

August 31, 2014

As stated in the Executive Summary section of this month's report, tax revenues are ahead of budget.

Most other revenue variances are due to timing.

Capital Fund:

- Revenue:
 - Over budget due to County contributions for Harris Street building (timing-was budgeted in 2013) as well as other fundraising for this project
- Expense:
 - Under budget due to timing of capital expenditures
 - The Capital Fund is the primary cause of the gap in YTD budget vs. actual expenses in the graph at right

Special Revenue Funds:

- Revenue:
 - Marketing Fund ahead of budget due to sales tax, accommodation tax and business licenses
 - Affordable Housing over budget due to impact fees
- Expense:
 - Overall, Special Revenue Funds are under budget due to timing of capital expenditures. There is one exception-the Marketing Fund is ahead of budget due to acceleration of GoBreck payment (\$250k)

Utility:

- Revenue:
 - Ahead of budget due to water rents, bulk water (ice castle) and PIF's.
- Expense:
 - Under budget due to capital expenditures budgeted but not spent-timing

Internal Service Funds:

- Revenue: ahead of budget due to insurance recoveries
- Expense: under budget due to timing of capital expenditures

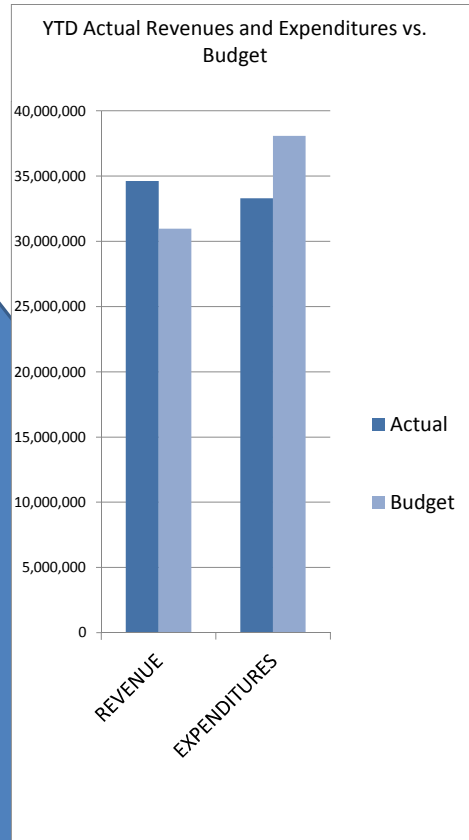
Fund Descriptions:

General Governmental - General, Excise, Capital, Special Projects, Child Care, Marijuana

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

Enterprise Funds: Golf, Utility, Cemetery

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



MEMORANDUM

To: Mayor and Town Council
From: Shannon Haynes, Chief of Police
Date: September 16th, 2014
Subject: Goal Setting for Parking/Transit Master Plan

After reviewing recent survey data from the RRC Associates, as well as past parking and transit reports, it is time to use the data we have collected to develop our goals for the Parking & Transit Master plan. Staff looks forward to Council direction on philosophies regarding parking and transit and is excited to work on strategies to meet Council goals.

Staff has reviewed available data in order to develop user profiles based on what we believe is important to each user group. Attached Council will find profiles for Employees/Residents and Guests (Overall), as well as items specific to Day Guests and Overnight Guests respectively.

Previously, Council indicated a focus on the guest experience. To that end, staff would like to start our conversation with a discussion on goals concerning the guest experience. At the upcoming work session we will engage in a structured conversation intended to develop goals, as opposed to strategies. For example Council might develop the following goals and staff might suggest the corresponding strategies:

GOAL: Increase the availability of close in parking for guests.
STRATEGY: Implement pay parking in the Core of Town.

GOAL: Increase FreeRide ridership.
STRATEGY: Begin FreeRide service at 5am.

As you prepare for this conversation staff asks that you consider what you would like the Town of Breckenridge Parking and Transit system to look like in five years.

User Profiles

Employee/Resident Profile

- Convenient, close-in parking with ability to leave and return during the day
- 16% need a vehicle at work
- Want dedicated employee parking
- 23% would use transit with more frequent stops
- Report needing a closer transit stop
- Need transit to run earlier/later
- 51.2% park somewhere other than a town lot
- 1 in 4 has a parking permit
- 83% want to drive to work
- Use on-street parking for skiing/riding
- Non-Breckenridge employees need a more expedient transit route
- Utilize Free After 3
- Park where they can find a spot and move vehicle every three hours as needed
- Town lots for employees and skiers fill up during busiest days

Guest Profiles

- Convenient, close-in parking
- Find access from parking to shopping harder than simply finding parking
- Utilize transit and would like more frequent and later transit options
- Looking for better wayfinding
- Many willing to pay for convenient parking
- Utilize F-lot and Beaver Run for skiing/riding and shopping more than any other lot (81% & 93%)
- Stay in F-lot later than all other lots
- Awareness of Free After 3 would increase likelihood of going to Main Street
- 17% utilizing rental cars; 8-15% utilizing bus/shuttle to get to Breckenridge
- 9% of people in vehicles NOT here to ski/ride

Day Guests

- Likely to go to Town/Main Street if parked close
- When parked farther away will leave or move vehicle closer to Main Street

Overnight Guests

- Likely to go back to lodging and return to Town

Memorandum

TO: Town Council

FROM: Tom Daugherty, Public Works Director

DATE: 9/17/2014

RE: Sidewalk Snow Removal Plan

The Town Council was concerned with snow removal on the sidewalks in Town and asked to communicate and enforce the ordinance that requires property owners and occupants to shovel the sidewalks abutting their property. Staff has assessed the Town's operational plan as to how the property owners can best provide sidewalk snow removal in conjunction with the Town's efforts. As a result, staff has developed a plan that would involve property owners in the responsibility of removing snow from the sidewalks. This plan consists of (1) operational changes in the downtown area, (2) messaging to property owners and (3) a new ordinance that complements our operational changes.

Operational Changes

Plowing sidewalks in the downtown area is very difficult to do with machinery between the hours of 8 a.m. and 8 p.m. due to the increased pedestrian use during that time. Anytime we take our sidewalk plowing machines onto Main Street and parts of Ridge Street during business hours we usually encounter pedestrians in a tight area and someone has to either back up or climb around. This is not a good experience for the guests that are shopping or enjoying our downtown area.

Our operation will now plow the sidewalks on Main Street, the 100 and 200 South blocks of Ridge Street and the connections between these areas on Lincoln, Washington and Adams prior to 8 a.m. Between the hours of 8 a.m. and 8 p.m. the property owners/occupants of properties adjacent to the public sidewalks in these areas will be responsible for removing the snow on the sidewalks. The attached map shows those areas that will be required to remove snow during those hours. The property owners/occupants will be able to put the snow in the street or area between the street and sidewalk. The Town will continue plowing the sidewalk after 8 p.m. after most businesses have closed. The staffing dedicated to snow plowing will remain the same as in years past but shift times will change to support the new plan.

The sidewalk plows will concentrate plowing sidewalks in other areas of Town between the hours of 8 a.m. and 8 p.m. such as Ski Hill Road, Village Road and Airport Road.

Although the Town will continue to plow the sidewalks all over Town during some portion of the day, property owners outside the "8 to 8" will be responsible for removing

the snow from the sidewalks adjacent to their property before noon each day during a snow storm event.

The Town owns properties that have public sidewalk in the “8 to 8” area and will be maintained according the operational plan stated above.

Staff will evaluate this plan after the winter and adjust it as necessary.

Messaging

The staff has developed a communications plan that includes using the GoBreck Business Services group and the Ambassadors from GoBreck, the Town web site and social media, Breck Buzz, Coffee Talk and a door to door campaign in the “8 to 8” area. We will also have a dedicated phone line that people can call if they have questions or concerns. This message is expected to begin in October through the winter.

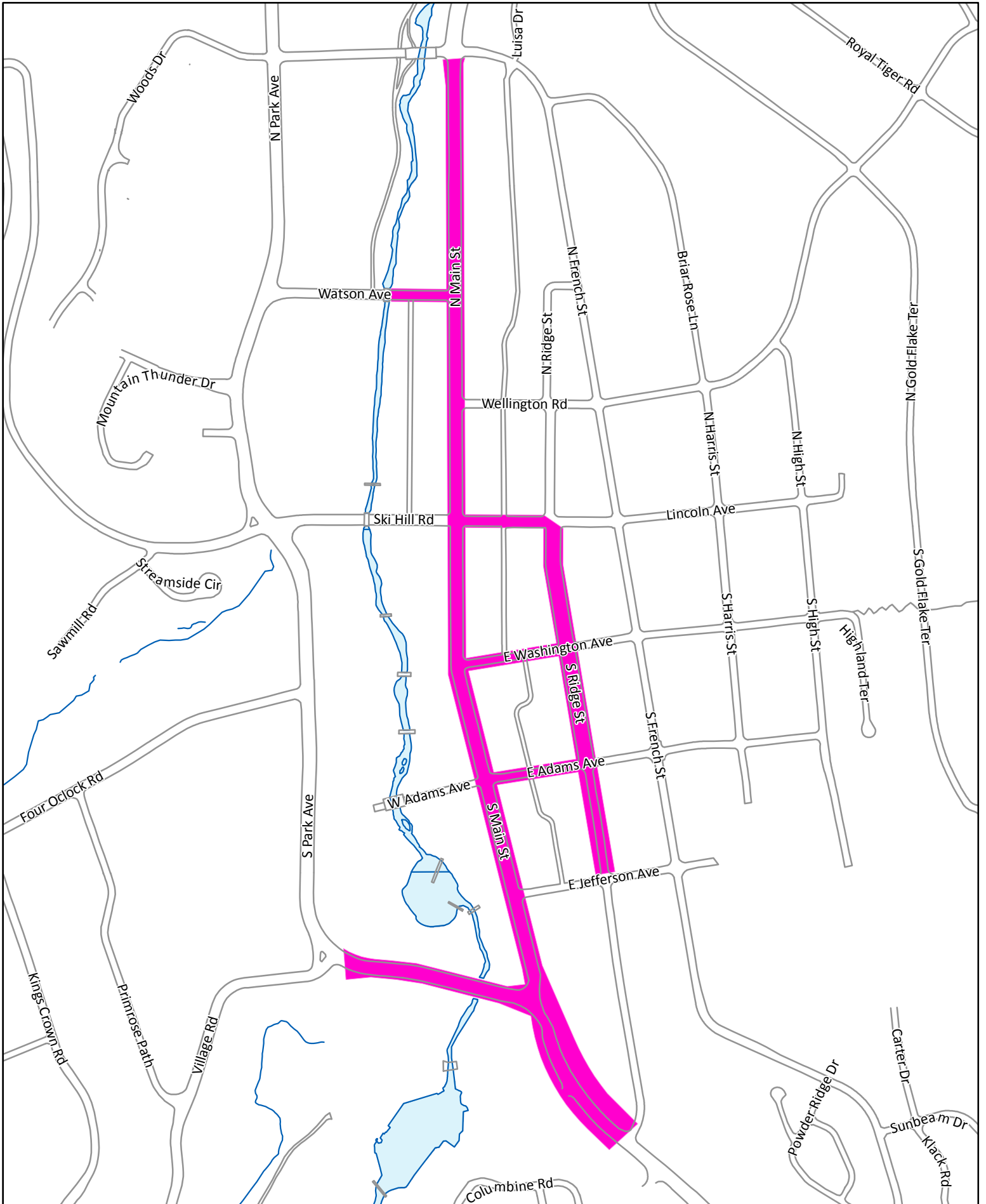
The key message is that the responsibility to remove the snow is ultimately on the property owner but we need to improve the guest experience and we are here to work together. The door to door visits will provide a FAQ/fact sheet along with a diagram on where to put the snow. The GoBreck business services group will send emails to businesses in this area as well as a face to face visit from our Parks staff. Staff will attend meetings of organizations like the Restaurant Association to explain the plan.

In addition, this issue will be placed on the web site, social media like twitter and face book as well as Breck Buzz and Coffee Talk. The remainder of Town will see advertisements in the paper.

Ordinance

The current Town ordinance does not accommodate the new plan. The current ordinance requires removal of snow and ice within 18 hours of a snow event which does not effectively address the issue of accumulation in areas with heavy pedestrian traffic. The new ordinance will establish an area in the downtown business area where pedestrian traffic impedes snow removal by the Town during the day. The property owners/occupants in the area will be responsible for removing snow before accumulation reaches one inch between the hours of 8 a.m. and 8 p.m. Staff will introduce this ordinance at the first meeting in October. The ordinance will also require the property owners in the areas outside of the “8 to 8” zone to remove the snow on the public sidewalks on their side of any street before 12:00 noon each day during a snow storm event.

Staff feels that this approach to improving the snow removal on sidewalks is practical and achievable. Staff will be available at the work session to answer any questions.



printed 9/16/2014
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.

Downtown Public Sidewalk District

TO: BRECKENRIDGE TOWN COUNCIL
FROM: BRIAN WALDES, FINANCIAL SERVICES MANAGER
SUBJECT: SOLAR GARDENS CONSERVATION DISTRICT RESERVE UPDATE
DATE: 9/9/14
CC: TIM GAGEN, RICK HOLMAN

The purpose of this memo is to apprise Council of the status of the Town's Solar Garden Conservation District reserve.

Background

The Town purchased 271 kW of solar capacity from the Ullr and Stillson gardens in September of 2013. Of that amount, 130 kW was designated for resale to residents and businesses in the Historic District. The purpose is to facilitate the use of solar energy by addresses that might not otherwise be able to do so, either due to lack of adequate insolation or incompatible rooftops, etc. Since the inception of this reserve program, the Town has maintained ownership of those 130 kW, and has received the associated bill credits and renewable energy certificate payments (RECs).

At the May 13, 2014 work session, Council expanded the program to include the entirety of the Conservation District, and asked staff to send out a call to action to the district's residents and businesses notifying them of the program. That mailing was sent in June. Council also set a date to review the status of the reserve at the end of 2014.

Developments

To date, there have been three sales of reserve capacity. All three are fairly recent, taking place in August. The three purchasers have addresses in the Historic District proper. Two were relatively large purchases that achieve 100% offset of their electrical usage. The other purchase was to offset points for a heated driveway at a historic remodel. The Community Development Department requested that solar panels be purchased from the garden rather than located on site as it was a historic building. The Solar Garden reserve program allowed for the purchase of enough panels to offset the negative points.

Below is a table summarizing the three purchases and remaining reserve balance.

	kW Sold	\$ Sold	Total kW		Reserve Bal. / kW	\$ Value Balance
			Sold	\$ Sold		
1	0.5	\$ 1,692	0.5	\$ 1,692	129.5	\$ 466,200
2	18.8	\$ 67,680	19.3	\$ 69,372	110.7	\$ 398,520
3	4.7	\$ 16,920	24.0	\$ 86,292	106	\$ 381,600

As mentioned above, the Town receives bill credits and REC revenue for the panels held in the Conservation District reserve. Based on 2014 returns thus far, the 24 kW that were resold by the

Town earned a combined return of \$5,200 over the time we held them. Staff will provide a full report on the Solar Garden program financial rate of return when we have one full year in the books.

Conclusion

At the May 13 work session, Council decided to release half of the total reserve, or 65 kW, to the Conservation District addresses. Council also set the end of 2014 as a time to re-evaluate this allocation of the capacity. As such, no decision is required from Council at this time.

I will be at the September 23rd work session to answer any questions you may have.



Agenda

Town Council Joint Meeting

September 23, 2014

- I. Current Projects Update**
 - a. High Line Railroad Park
 - b. Wakefield
 - c. Archive
 - d. Fundraising Update for Breckenridge Grand Vacations Community Center
 - e. Community Center Display
 - f. Lincoln City

- II. 2015 Proposed Capital Projects**
 - a. Reiling Dredge
 - b. Outdoor Artifact Displays/Artifacts as Art
 - c. Summit Historical Society Properties
 - d. Milne Park Improvements
 - e. Eberline House

- III. 2015 Operating Budget Request**

Breckenridge Heritage Alliance
Capital Improvement Five-Year Plan

Project	Description	2014	2015	2016	2017	2018	2019
High Line Railroad Park	2014 funds went toward interpretive buildout including: additional rolling stock and dioramas, update to Luethe Cabin exhibit, interpretive walking path around playground park, signs, electrical upgrades and additional video surveillance. Long-range goals include master plan for entire rodeo grounds behind Ice Arena as well as considerations for other park amenities, including restrooms, drinking fountain, etc.	\$300,000					\$75,000
Breckenridge Archive	2014 funds went toward new Breckenridge archive at the community center, including all furnishings and an archive consultant. The Summit Historical Society board signed an MOU with BHA to move photographs and maps from their Dillon facility to the Breckenridge archive. Long-range plans refer to archive expansion.	\$75,000				\$75,000	
Jessie Mill Site	Jessie Mill stabilized in 2013. This is the best example we have of a stamp mill site, and the Jessie is also located in a popular, easily-accessed area on Gold Run Road. 2014 funds dedicated to making the ore chute surfaces weather tight, improving drainage to prevent further deterioration, treating wood, capping the stamp mill bases and placing concrete pads under sleepers to shore them up.	\$25,000					
Carter Museum/Property	The majority of funds designated in 2014 for an historic structure assessment of the Carter shed were transferred to a Community Center display (Carter shed deemed non-historic).	\$20,000					
Town of Breckenridge Historic District	2014 funds used to fabricate additional building plaques for contributing historic structures.	\$10,000					
Wakefield Sawmill Exhibit	Mill construction, shelter, public walking path, interpretive signs, roadway re-grading, parking spaces underway in 2014. \$35,000 in other funds and in-kind support has been raised for the project. 2015 budget request refers to construction of a shed that will house an authentic steam engine from Leadville.		\$65,000				
Reiling Dredge Stabilization & Interpretation	Complete preservation master plan and condition assessment/recommendations for stabilization of the dredge (2013/2014). Total project cost is \$56,000 (\$35,000 of which comes from a State Historical Fund grant and remainder from Town and County rollover funds from 2011). In 2015/2016/2017, implement recommendations for dredge stabilization in three phases, including deck repair/reinforcement and a hydrology study (2015), re-erecting the cabin walls (2016), and re-erecting the gantry structure (2017). Existing as well as new materials will be used to stabilize the structure. BHA will seek a 50% match from Summit County in 2015 (total 2015 estimated cost is \$110k).		\$55,000	\$127,250	\$191,000		
Outdoor Artifact Displays - Artifacts as Art	Install large artifacts (i.e. mining equipment) for display at selected outdoor locations in town. 2015 refers to location at the North Main Pocket Park. A long-range plan will be developed in 2015. Interpretive plaques will accompany displays.		\$15,000		\$15,000		\$15,000
Acquisition of Summit Historical Society sites	Facilitate ToB purchase of Summit Historical Society-owned properties located in Breckenridge. The BHA current pays an annual lease to the Society as well as maintenance costs to manage and operate the Briggle House, Lomax Placer Mine and Washington Gold & Silver Mine.		?				
Historic Sites Transportation	Study options for providing bus or van service to historic sites. Consider purchase and lease options as well as other operator costs. Develop proposal for "people moving" service to heritage locations. 2015 planning funds are included in the operating budget. 2016 funds refer to implementation of transportation service.		\$0	\$15,000			

Breckenridge Heritage Alliance
Capital Improvement Five-Year Plan

Project	Description	2014	2015	2016	2017	2018	2019
Milne Park Improvements	Develop and implement new landscaping plan for Milne Park that balances native/historic vegetation with curb appeal. Include options for passive use (i.e. benches, picnic tables). Repair ironwork. Milne Park is located across the street from the community center. With improvements, the park could see significant visitor use.		\$25,000				
Welcome Center Museum	Refresh museum exhibits. The museum has not been updated since it opened in 2005. Part of Town budget.		\$0				
Eberline House Restoration	Historic Structure Assessment in 2015. Restore to 1870s status, use for public tours along with other buildings in Milne Park (Milne House, Briggle House). 2015 work may be partially funded through a State Historical Fund grant.		\$10,000	\$100,000			
Lincoln City stabilization	In partnership with the US Forest Service, preserve historically relevant buildings in the former townsite of Lincoln City . 2013 funds (\$25k) used to 1) complete an Historic Structure Assessment (HSA) with a \$10k match from the State Historical Fund, and 2) implement the report's recommendations for preservation. 2016 funds refer to additional preservation work recommended in the HSA report. The BHA may seek a matching grant from the State Historical Fund to implement the report's recommendations. Lincoln City is an important part of the story we can tell in French Gulch and is eligible for listing on the National Register of Historic Places.			\$50,000			
Interpretive Signs	Two phases completed in 2012 and 2014 with interpretive signs installed in French Gulch, on other town trails as well as in-town locations. 2017 funds refer to the third phase of interpretive signs. BHA will seek matching funds from OSAC for signs located on land jointly owned by the County.				\$20,000		
Modern Outdoor/Backcountry Museum	Research, find a location and design a museum dedicated to modern/backcountry sports and recreation culture in Breckenridge. 2017 funds to be used for planning; 2018/2019 to go toward implementation.				\$50,000	\$150,000	\$150,000
Klack Cabin	One of the oldest dwellings in Breckenridge, located on the Klack Placer. Stabilized in 2010. Complete Historic Structure Assessment, and exterior and interior restoration.				\$10,000	\$75,000	
French Gulch Historic Park	Incorporating the Reiling Dredge Master Plan, Lincoln City Historic Structure Assessment and multiple mine site surveys, develop comprehensive historic park plan for French Gulch. Long-range plans include implementation of plan concepts.				\$50,000		\$100,000
Cultural Resource Surveys	The National Historic District was surveyed between 2000 and 2012. Using matching funds from a Certified Local Government grant, update early property surveys and complete surveys for missing properties.			\$5,000			\$5,000
Gold Pan Mining Company Dipping Station	Continue stone work restoration at the Dipping Station, which started in 2008. Remove excess riverstone and plant material from inside the structure, re-mortar loose stones, complete a dry stone retaining wall and replace a portion of the firebox arch. The Dipping Station is all that remains of the Gold Pan Shops.	\$10,000		\$10,000			
Valley Brook Cemetery Monument Restoration	Ongoing monument restoration program that was started in 2001 to repair damage from the 1997 blowdown. All damaged monuments have been repaired and to date, more than 160 monuments have been treated. Continued work refers to ongoing cemetery maintenance caused by environmental factors. Increased cost in 2015 to go toward 1) repair in Robinson/Kokomo section of cemetery, which is caving in, and 2) sign honoring National Register of Historic Places designation. (An \$8,000 Certified Local Government grant in 2014 covered the cost of listing the cemetery on the National Register.)		\$20,000		\$10,000		\$10,000
		\$440,000	\$190,000	\$307,250	\$346,000	\$300,000	\$355,000