



BRECKENRIDGE TOWN COUNCIL WORK SESSION

Tuesday, September 22, 2015; 3:00 PM
Town Hall Auditorium

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

3:00-3:15pm	I	<u>PLANNING COMMISSION DECISIONS</u>	2
3:15-4:00pm	II	<u>LEGISLATIVE REVIEW*</u>	
		Nauman Residence Landmarking	12
		Temporary Structures Policy (Tents)	17
		CMC Land Swap Ordinance	26
		CR450 Memorandum Of Understanding Extension Resolution	37
		Resolution in Support of Ballot Issue 2A	50
		Resolution in Support of Ballot Issue 5A	53
4:00-4:30pm	III	<u>MANAGERS REPORT</u>	
		Public Projects Update	57
		Housing/Childcare Update	
		Committee Reports	63
		Financials	66
4:30-5:30pm	IV	<u>OTHER</u>	
		Delivery of CIP	
		Parking and Transit Comprehensive Plan Update	77
		Discussion of Recreation Advisory Committee Including Golf	78
6:00pm	V	<u>JOINT MEETING: RED, WHITE AND BLUE FIRE DISTRICT</u>	79

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 16, 2015

Re: Planning Commission Decisions of the September 15, 2015, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF September 15, 2015:

CLASS C APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS A APPLICATIONS:

1) Welk Resubdivision (Tract W-1 into Lots 1-4) (MM) PL-2015-0364, 87 Shores Lane Resubdivision of Tract W-1 into Lots 1, 2, 3 and 4. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER:

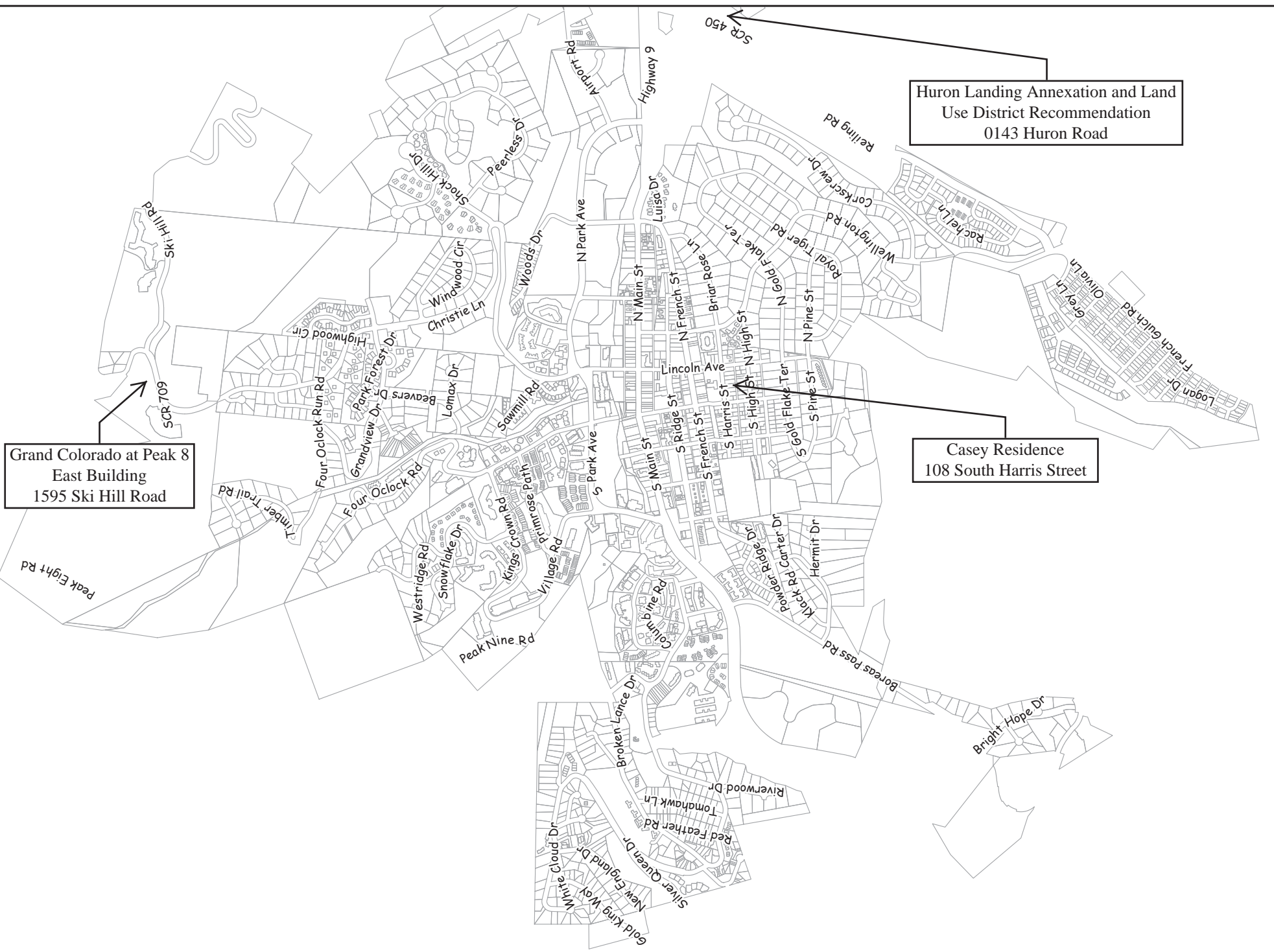
1) Huron Landing Annexation and Land Use District Recommendation (LB)
Annex the subject property as it meets the contiguity requirement and the owner (Summit County) has requested annexation; place the property into the designated Land Use District 5. *Recommendation that the Town Council support the annexation of the property and place the property into Land Use District 5.*

Welk Resubdivision
87 Shores Lane



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

Breckenridge North



**Grand Colorado at Peak 8
East Building
1595 Ski Hill Road**

**Huron Landing Annexation and Land
Use District Recommendation
0143 Huron Road**

**Casey Residence
108 South Harris Street**

Breckenridge South

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



PLANNING COMMISSION MEETING

The meeting was called to order at 7:00 pm

ROLL CALL

Kate Christopher Ron Schuman Gretchen Dudney
Dan Schroder Eric Mamula Dave Pringle (arrived at 7:12pm)
Wendy Wolfe, Town Council Liaison
Mr. Lamb was absent.

APPROVAL OF MINUTES

Ms. Wolfe: On page 1 on the tax topic, please change the phrase “to a cap of \$4 million” to read “to a cap of 4%.” Under Heated Sidewalks, please change “Jefferson goes to Ridge and Adams goes to French” to “Jefferson to French and Adams to Ridge.” With no other changes, the September 1, 2015, Planning Commission Minutes were approved as presented.

APPROVAL OF AGENDA

Staff recommended moving the Huron Landing Annexation Recommendation up on agenda to after Town Council report.

Mr. Mosher announced that the address for the Welk Resubdivision was incorrectly listed in the original packet. The correct address is 87 Shores Lane, and the agenda and packet posted to the website have been corrected. With no other changes, the September 15, 2015, Planning Commission Agenda was approved as presented.

TOWN COUNCIL REPORT:

Ms. Wolfe:

- CR 450 Annexation: Preparing for that; had first meeting on it.
- Working on Welcome Center updates; improving front of house to start. Breckenridge Tourism Office taking lead. Breckenridge Heritage Alliance will be evaluating and coming up with proposal for rear and museum later.
- Parking and transit task force continuing to meet. Working on some transit solutions. Work a little more to understand south end traffic flow, how a pedestrian bridge would work, etc. Putting out an RFP to bring on consultant to study these issues.

OTHER:

- 1) Huron Landing Annexation and Land Use District Recommendation (LB) PL-2015-0384, 0143 Huron Road

Ms. Best presented. The Town of Breckenridge and Summit County Government are partnering on the development of workforce housing on the Huron Landing property located at 0143 CR 450 (Huron Road). The project is planned as 26 stacked apartments which the Town and County intend to make available to local workforce most likely targeting the 80% AMI households. The Summit County Recycling facility which is currently located on the property will be relocated to Coyne Valley Road and construction of the residential project is scheduled for next spring/summer.

The property is owned by the County and is located in unincorporated Summit County, but both the Town and the County have agreed that the site should be annexed prior to development and that the project should be reviewed under the Town’s Development Code. Staff will be running the planning review/entitlement process concurrently with the annexation/ zoning process.

The subject property is eligible for annexation as it meets the contiguity requirement and the owner (Summit County) has requested annexation. Staff supports the annexation prior to development in order to insure the

project is developed in accordance with Town standards as opposed to County, and also to insure municipal services, including water, are available. Furthermore, even though this property is currently unincorporated, it is included in the Town's Master Plan subject to Land Use District 5 which allows service commercial at a 1:5 FAR and lodging at 10 UPA. The current County zoning on this property is Industrial which would allow different uses and significantly more density and height than the residential project which is proposed. Upon annexation, staff supports the placement of the property into the designated Land Use District 5. This District is compatible with the adjacent uses and can accommodate the residential project that is proposed.

Staff is requesting that the Planning Commission make a recommendation supporting the annexation of the property and the placement of the property into Land Use District 5.

Mr. Schuman made a motion to recommend the Town Council support the annexation of the Huron Landing, PL-2015-0384, 0143 Huron Road. Ms. Christopher seconded, and the motion was carried (5-0), with Commissioner Pringle abstaining.

Mr. Schuman made a motion to recommend the Town Council place the property into Land Use District 5. Ms. Christopher seconded, and the motion was carried (5-0) with commissioner Pringle abstaining.

PRELIMINARY HEARINGS:

1) Casey Residence (MM) PL-2015-0310, 108 South Harris Street

Mr. Mosher presented a proposal to remodel the interior and exterior of the existing house. The applicant and agent are approaching the remodel to bring the original house and the additions into better compliance with the Town's *Handbook of Design Standards for the Historic and Conservation Districts*.

Overall, the 'laundry-list' of improvements is numerous. The agent has cooperated closely with staff to take what is a very complex and confusing building into better compliance with the *Handbook of Historic Standards for the Historic and Conservation Districts*. Generally, all windows are vertically orientated double hung, the doors are 1/2 to 3/4 light, the roofs are shed and gable forms with asphaltic or rusted metal finishes. The center portion has been approached as a 'connector' element and the garage/master as an out building. The main house will have painted horizontal cedar lap siding with a 4-1/2" reveal. The center portion will also have horizontal cedar siding. The Garage/Master will have vertically oriented cedar siding with a semi-transparent stain.

Staff questions the standing seam roof on the main house and the transom windows, but is otherwise pleased to see these changes to the house. Staff also believes that, with these changes, the historic rating of the house might be raised from 'noncontributing' to 'contributing with qualifications'.

This project is off to a good start for what is a fairly difficult remodel. Efforts have been made to bring the house into better compliance with the Town Code and have a design that is compatible with the other homes along the block.

At this review, Staff had the following questions:

1. Did the Commission support moving a portion of the front façade 18-inches west to better define the entry and module width?
2. Would the Commission support changing the proposed rusting standing seam metal roof to a rusting corrugated metal?
3. Staff welcomed any additional questions or comments.

The Planning Department recommended this application return for final review.

Commissioner Questions / Comments:

- Ms. Dudney: Does applicant want historic designation? (Mr. Mosher: No, There's not much fabric left, if any, and it's not contributing to the district. But, it is possible with the changes that it could become eligible as contributing structure to the district.)
- Mr. Mamula: Explain easement on adjoining property, apparently for solar access? (Mr. Jon Gunson, Architect for the Applicant: Reason for easement, from the previous owner of both properties wanting to protect the solar access for passive solar.)

Mr. Mamula opened the hearing to public comment. There was no public comment and the hearing was closed.

Commissioner Questions / Comments:

- Mr. Schuman: I appreciate undertaking; like the front façade stepping forward; support the low-profile standing seam at the front porch and the rusted corrugated in back.
- Mr. Schroeder: I support the front façade stepping and the detailing defining the rear as outbuilding.
- Ms. Christopher: Yes on façade stepping forward and would support low profile standing seam roof on front.
- Mr. Pringle: I appreciate the effort and bringing into more historic compliance. I support moving the front façade up and the standing seam roof. Caution to not get too cute with too much difference from neighboring buildings.
- Ms. Dudney: I like the project. Yes to front façade step and the standing seam roof.
- Mr. Mamula: I agree. Yes on staff all questions.

2) Grand Colorado at Peak 8 East Building (MM) PL-2015-0215, 1595 Ski Hill Road

Mr. Mosher presented a proposal to construct a 105 unit (units combined into 2 and 4 bedroom rentals) interval ownership resort condo-hotel at the base of Peak 8 ski area with associated amenities and underground parking. Additional off-site parking is proposed at the Grand Colorado at Peak 8 Building to the west and over the Stables Parking lot to the north. The Town Council approved a Development Agreement for this proposal on July 14, 2015. (There will be separate applications to modify the Fifth Amendment to the Amended Peak 7 & 8 Master Plan, create a Subdivision and review any extensions or updates to the existing Sprung Structures.)

Changes since the August 4, 2015 Planning Commission meeting

The applicant has provided the following changes since the last preliminary review:

- The skier drop off / short-term parking was increased from 10 spaces to 21 spaces.
- The bus drop off area was enlarged to support more busses and shuttles.
- The number of curb cuts along Ski Hill Road and the Grand Colorado East property was reduced from 4 to 3.
- The proposed pedestrian underpass below Ski Hill Road has been eliminated.
- Pedestrian crosswalks have been added for access from the upper and lower Stables Parking structure.
- All proposed plantings have been located outside the Ski Hill Road ROW.
- The skier plaza access has been adjusted to accommodate snow cat use above.
- The third stair access from the Garden Level to the Plaza Level has been eliminated.
- The ice rink access has been provided via Plaza Level from the gondola platform area.
- Additional parking deck information has been provided.
- The layout of the short-term parking at Grand Lodge at Peak 8 has been cleaned up.
- The Peaks 7 & 8 traffic study update has been provided.
- The ice rink / Breckenridge Ski Resort (BSR) ski school area has shifted north to open up the space from the bus drop-off to the stairs / escalator as well as to center on the overall building mass.
- BSR childcare and mechanical space has been moved from below the gondola platform to the within the main building on the garden level.

- Owner amenity spaces – added rooftop aquatics area to 4th floor level; relocated theater amenity from 4th floor to 3rd floor.
- Lowered chimney height.
- The maximum building height has been lowered to 68’-1”.
- The building elevations have been articulated with fenestrations (overall massing has changed very little).
- The view corridor photo renderings have been refined and an additional view corridor rendering from gondola has been provided.
- Overall mass and density calculations have been revised per VRDC feedback.
- The total parking numbers have been updated.

Since the last review, Staff has researched areas of the Master Plan notes and illustrative plans as they relate to the required parking and impacts of the total units (not SFEs) being provided at the base area.

Staff is working with the applicants (Peak 8 Properties, LLC; and Vail Resorts Development Company (VRDC) to review the use and location of the 200 or more spaces within Planning Areas A & B as described in the Master Plan as they relate to all of the surface parking at Peaks 7 & 8. We note the Skier Drop-off and the added parking deck to the Stable Lots address some of the spaces lost from past developments. Additionally, the upcoming traffic study plans (future meeting) to address the impacts of the number of units exceeding the noted 446 units at the base area.

We anticipate this returning for Commission review with the planned amendment to the Master Plan (and the other items identified by the Development Agreement). We will have more information at a future meeting.

This proposal involves several interrelated and complex issues besides the building. The retaining wall along Ski Hill Road and the added parking deck to the Stable Parking Lot will each need variances for impacting the PMA. Further details will need to be reviewed and presented related to rebuilding Ski Hill Road, providing the added parking level to the Stable Parking lot, the amended Master Plan, Re-subdivision, traffic study, and project signage.

Staff also noted that, unlike the last presentation, the applicants are seeking positive points for providing added shuttle services with this application.

Staff had the following questions for the Planning Commission:

1. Did the Commission have any comments related to the functionality of the vehicular circulation along Ski Hill Road?
2. Did the Commission have any concerns with the impacts of the enclosed bridge between the buildings as it relates to the view corridors towards the mountain?
3. Would the Commission support awarding positive six (+6) points for the added amenities for this proposal?
4. Would the Commission support awarding positive two (+2) points for the proposed landscaping?

Staff welcomed any additional Commissioner comments.

Commissioner Questions / Comments:

Mr. Schuman: Fit test for parking 200 spaces or more for 7 and 8. With this plan how many spaces are provided? (Mr. Mosher: Still under analysis; question of what counts, such as drop off spaces, etc. We will have more information with the Master Plan modification.) In 2003 we were talking less parking up there because of gondola. Updated traffic analysis coming? (Mr. Mosher: At the next meeting.)

Applicant Presentation: Mr. Matt Stais, Architect for the Applicant and Mr. Mike Dudick, Applicant, Peak 8 Properties, LLC.

Mr. Dudick: As noted in the staff report there are unresolved items we are working on with staff. Building height: we anticipate negative ten (-10) points. It may be taller than one inch over. Target height is 71-feet, not 68-feet as this allows more flexibility in construction.

Mr. Stais: Circulation; we attempted to consolidate the driveway for the skier drop-off, guest arrival with the service entry for the west building. The guest access will be key-gated. Transit loop expanded for only busses and shuttles. (Showed view corridors from Ski Hill Road and gondola.) The connecting bridge between the west (under construction) and east buildings will not be much of a factor from the gondola view of mountain; won't impact it much. Ski Hill Road redesign: main goal to average the grade along the road from One Ski Hill Place and Ski Watch drive and avoid any steeper sections. A tall retaining wall next to the Gulch will be required to re-grade road. Want to match the existing retaining walls up there in terms of appearance.

Mr. Dudick: Parking: The site is tight to get to 200 parking spaces; the current number is close to 200. With design we will provide 124 parking spaces associated with this building (underground); only 100 spaces required in development agreement. We are over parking by 24 spaces. 88 surface parking spaces were contemplated at Peak 8 in the 2003 master plan. With the new spaces in the upper level of the Stables Lot and at the skier drop off we have provided 87 spaces. Landscaping: we believe positive two (+2) points are warranted as Staff suggested. Amenities: The area is six times greater than required by Code and warrants positive six (+6) points based on past precedent. Transit: we are seeking positive points for providing additional shuttles. We will add a proportionate number of shuttle busses for the increase in rooms. We are typically at 98% occupancy in the winter. Feel we should get the positive four (+4) points. Energy conservation: will beat the IECC standards by 20 % - maybe more. Should achieve positive three (+3) points. Negative three (-3) points for heated snowmelt: will take it, but in future the Town should consider not dinging applicants for melting what essentially a public place. Ice rink: think it deserves positive six (+6) points for recreational facilities. Will be open to public but there will be small charge for skates (operating at a loss). After 5 pm there will be ample free parking available in the Stables lot. Temporary structures: sprung structure in place for 16/17 ski season. Then reduce its size in half as we put in foundations. Fall 2019 all of BSR spaces are in place and sprung structures are removed. In addition to Staff's questions in your report, we would like Planning Commission comments on +6 points for amenities, positive four (+4) points for transit, positive three (+3) points for energy conservation, positive six (+6) points for the ice rink/recreation facilities.

Commissioner Questions / Comments:

Mr. Schroeder: Ever thought of keeping the gondola open longer into the evening, past 5 pm? (Mr. Dudick: It would be up to ski area.) Retaining walls: how do we overcome negative points because of height? (Mr. Mosher: This is along a Town right-of-way and the PMA and needs to include ability to stack snow next to the road, not into the gulch. This should come back and get flushed out for future meeting.)

Ms. Dudney: Is there any assurance of the positive six (+6) points staying with the property for rec facilities/ice rink? (Mr. Mosher: These could be a covenant recorded that requires it to stay as ice rink.) Concern about long term financial viability. (Ms. Puester: Would covenant be HOA or Breckenridge Grand Vacations?) (Mr. Dudick, not sure maybe the base association.)

Mr. Schuman: Energy conservation? (Mr. Stais: We are going through Green Globes certification and will have documentation and have it approved by Building Department.) (Ms. Puester: Would require a third party draft assessment to ensure that the points can be obtained prior to final planning submittal.) Why no underpass? (Mr. Stais: Difficulty of constructing over/through water and sewer mains plus costs would outweigh the benefits. Not used by that many people too.) (Ms. Puester: Temporary structures: we need to run by Building Department

about constructing around the structures while there is public access.)
Mr. Pringle: Snow melting any public places; I like it for safety purposes. We should be able to explore no negative points for uses like this.

Mr. Mamula opened the hearing to public comment. A letter from the neighbor is on record. There was no more public comment and the hearing was closed.

Commissioner Questions / Comments:

- Mr. Pringle: No comments on circulation. We're moving along well. May be some room for massaging points. OK with +6 for amenities, +2 for landscaping, problems with +6 points for ice rink; not sure if it's a big enough benefit, get temporary structures worked out with Building Department.
- Ms. Dudney: Very supportive of project. Curb cut along Ski Hill Road consolidation is much better. No concerns with connector bridge between buildings or the view corridor. +6 points amenities good and +2 for landscaping is matter of precedent. Transit: in favor of more busses; that benefits the Town. In favor of +3 points for energy conservation if they can demonstrate to staff. Ice rink: deserving of some positive but not sure about +6.
- Mr. Schuman: Support the improved vehicular circulation on Ski Hill Road: But I'm not in favor of the added parking at the Stables Parking Lot. +6 for amenities good, +2 for landscaping; yes, likes their plan. Transit: supports +4. Likes +3 points for energy conservation if staff validates. Not supportive of +6 points for ice rink.
- Mr. Schroeder: Ski Hill Road: burden on applicant to improve road? (Staff: Yes; But this has always been part of the master plan and was to be completed at this time.) In support of road and vehicular circulation. Yes on +6 for amenities and yes on +2 for landscaping; transit yes for +4 points, energy conservation, with support, +3 yes, recreation/ice rink: it could be worth something (more than a single-track trail) but not as much as Stephen West Ice Arena, with all its facilities; I support +3 points.
- Ms. Christopher: Yes on vehicular circulation and view corridor. Yes on +6 points for amenities, +2 points for landscaping, +3 for energy conservation, +4 for transit, but only +3 points for recreational facilities.
- Mr. Mamula: Ok with vehicular circulation but 21 spaces for drop-off; don't make it confusing and dangerous like the one downtown at the transit center. It's not monitored. Make sure it will work better. Bridge is fine with view corridor. Would like to see a visual of what it would look like from within plaza after walking off the gondola. Amenities, landscaping, energy points good. Not sold on the ice rink positive points yet. Transit: ok with +4 points. As mentioned before, I'm a little concerned about double dipping for positive points when the development agreement reduced your parking requirements. Not sure about whether road design is worth the effort we are going with. I know the Town wants improvement to Ski Hill Road and they committed to it but wonder if it's worth it.

COMBINED HEARINGS:

1) Welk Resubdivision (Tract W-1 into Lots 1-4) (MM) PL-2015-0364, 87 Shores Lane
Mr. Mosher presented a proposal to re-subdivide Tract W-1 at the Shores at the Highlands into Lots 1, 2, 3 and 4. This re-subdivision will simply divide the development area associated with the approved Welk Riverfront Resort, Breckenridge Condo-Hotel (PC#2012044) into four lots for development phasing purposes. There is no change to the approved density or uses associated with this property as a result of this subdivision. The four lots being created by this re-subdivision will separate the Accommodations Building, the Workforce Housing/Maintenance Building, the Meeting Facilities Building, and the remaining common area surrounding the three lots to accommodate financing option phasing for the applicant.

Staff has added a Condition of Approval regarding how Lot 4 is described and used. Typically properties with

this function are called “tracts” as they function to benefit the abutting “lots”. The submitted plans are missing this information. Staff has added: *Applicant shall submit to the Town, in a form acceptable to the Town Attorney, a revised plat delineating Lot 4 as “Tract A” as a tract for the benefit of Lots 1, 2, and 3 with plat notes identifying the allowed uses to include: pedestrian and vehicular access, common area for the benefit of Lots 1, 2, and 3, utilities, grading, or any other specific uses for the benefit of Lots 1, 2, and 3.*

Mr. Mosher announced that the address for the Welk Resubdivision was incorrectly listed in the original packet. The correct address is 87 Shores Lane, and the agenda and packet posted to the website have been corrected.

This subdivision proposal is in compliance with the Subdivision Standards. Staff recommended approval of Welk Resorts Re-subdivision, PL-2015-0364, 57 Shores Lane, with the presented Findings and Conditions.

Commissioner Questions / Comments:

Mr. Pringle: Comfortable with Condition 2? (Mr. Mosher: Yes.)

Mr. Schroder made a motion to approve the Welk Resubdivision, PL-2015-0364, 57 Shores Lane, with the presented Findings and Conditions. Ms. Christopher seconded, and the motion was carried unanimously. (6-0).

ADJOURNMENT:

The meeting was adjourned at 9:20 pm.

Eric Mamula, Chair

MEMO

TO: Town Council
FROM: Town Attorney
RE: Council Bill No. 28 (Nauman Residence Landmarking Ordinance)
DATE: September 14, 2015 (for September 22nd meeting)

The second reading of the Nauman Residence Landmark Ordinance is scheduled for your meeting on September 22nd. There are no changes proposed to ordinance from first reading.

Attached is a photo of the Nauman Residence as the Council requested.

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



1 ***FOR WORKSESSION/SECOND READING – SEPT. 22***

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

4
5 COUNCIL BILL NO. 28

6
7 Series 2015

8
9 AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK
10 UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE
11 (Lot 2A, Rittinger Subdivision)

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

15
16 Section 1. Findings. The Town Council of the Town of Breckenridge hereby finds and
17 determines as follows:

18
19 A. Dennis D. Nauman and Karen L. Naumen own the hereinafter described real
20 property. Such real property is located within the corporate limits of the Town of
21 Breckenridge, County of Summit and State of Colorado.

22
23 B. Dennis D. Nauman and Karen L. Naumen filed an application with the Town
24 pursuant to Chapter 11 of Title 9 of the Breckenridge Town Code seeking to have the
25 Town designate the hereinafter described real property as a landmark (“Application”).

26
27 C. The Town followed all of procedural requirements of Chapter 11 of Title 9 of
28 the Breckenridge Town Code in connection with the processing of the Application.

29
30 D. The hereinafter described real property meets the “architectural” designation
31 criteria for a landmark as set forth in Section 9-11-4(A)(1)(a) of the Breckenridge Town
32 Code because the property:

- 33
34 (i) exemplifies specific elements of architectural style or period;
35 (ii) is of a style particularly associated with the Breckenridge area;
36 (ii) includes a pattern or grouping of elements representing at lone one of the
37 above criteria; and
38 (iii) is a significant historic remodel.

39
40 E. The hereinafter described real property meets the “physical integrity” criteria
41 for a landmark as set forth in Section 9-11-4(A)(3)(a) of the Breckenridge Town Code
42 because:

- 1 (i) the property shows character, interest or value as part of the development,
2 heritage or cultural characteristics of the community, region, state or
3 nation;
- 4 (ii) the property retains original design features, materials and/or character;
- 5 (iii) the structure on the property is on its original location or is in the same
6 historical context after having been moved; and
- 7 (iv) the structure on the property has been accurately reconstructed or restored
8 based on documentation.
9

10 F. In accordance with the requirements of Section 9-11-3(B)(3) of the
11 Breckenridge Town Code, on September 1, 2015 the Application was reviewed by the
12 Breckenridge Planning. On such date the Planning Commission recommended to the
13 Town Council that the Application be granted.
14

15 G. The Application meets the applicable requirements of Chapter 11 of Title 9 of
16 the Breckenridge Town Code, and should be granted without conditions.
17

18 H. Section 9-11-3(B)(4) of the Breckenridge Town Code requires that final
19 approval of an application for landmark designation under Chapter 11 of Title 9 of the
20 Breckenridge Town Code be made by ordinance duly adopted by the Town Council.
21

22 Section 2. Designation of Property as Landmark. The following described real
23 property:
24

25 Lot 2A, Rittinger Subdivision, a Lot Line Adjustment of Lots 1 & 2, Block 10,
26 Abbett Addition, Town of Breckenridge, County of Summit and State of
27 Colorado; commonly known and described as 211 East Washington Avenue,
28 Breckenridge, Colorado 80424
29

30 is hereby designated as a landmark pursuant to Chapter 11 of Title 9 of the Breckenridge
31 Town Code.
32

33 Section 3. Police Power Finding. The Town Council hereby finds, determines and
34 declares that this Ordinance is necessary and proper to provide for the safety, preserve the health,
35 promote the prosperity, and improve the order, comfort and convenience of the Town of
36 Breckenridge and the inhabitants thereof.
37

38 Section 4. Town Authority. The Town Council hereby finds, determines and declares
39 that it has the power to adopt this Ordinance pursuant to the authority granted to home rule
40 municipalities by Article XX of the Colorado Constitution and the powers contained in the
41 Breckenridge Town Charter.
42

43 Section 5. Effective Date. This Ordinance shall be published and become effective as
44 provided by Section 5.9 of the Breckenridge Town Charter.
45

1 INTRODUCTION, READ ON FIRST READING, APPROVED AND ORDERED
2 PUBLISHED IN FULL this ____ day of _____, 2015. A Public Hearing shall be held at the
3 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
4 _____, 2015, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
5 Town.

6
7 TOWN OF BRECKENRIDGE, a Colorado
8 municipal corporation
9

10
11
12 By: _____
13 John G. Warner, Mayor
14

15 ATTEST:

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19 _____
20 Helen Cospolich
21 Town Clerk
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TO: Town Council

FROM: Julia Puester, AICP, Senior Planner

DATE: September 15 for meeting of September 22, 2015

SUBJECT: First Reading: Temporary Structures (Policy 36 Absolute) Regarding Tents

The last update to the Temporary Structures ordinance was approved by the Town Council on April 8, 2014. That modification did not address temporary tents which were to be discussed further at a later time.

Recently, staff saw a request from Breckenridge Grand Vacations for a private function tent for thirty (30) days in duration which could not be approved under the current policy. There is a lack of detail in the Temporary Structures Policy as well as the Town Code Special Events Chapter (Chapter 13, Title 4-attached) for such private events, not allowing such tents. Currently, tents are not allowed in Town unless a permit has been issued per the Special Events Chapter (which applies only to events open to the general public).

The Planning Commission held work sessions on June 16, July 21 and August 18. The Town Council and Planning Commission also discussed this topic at their July 28th annual joint work session. As a result of those meetings, the following changes have been made to allow for private events in temporary tents:

- *Town Wide (Inside and Outside the Conservation District):* A 5 day limit for private event tents with a Class D minor permit, 30 days in between permit issuance, not to exceed 3 permits per year.
- *Town Owned Property (includes Arts District in the Conservation District):* The Commission and Council seemed to generally support allowing more than three annual private events on public property, such as weddings (based on past Council discussion during the design and planning phase of the Arts District and Old Masonic Hall). The Planning Commission would like to leave the 5 day consecutive day limit in place however to allow for the there to be a duration of time between the tents. This was in response to concerns regarding the Conservation District and historic buildings being detracted from by a tent in place all summer season. Staff has reviewed this policy with Breckenridge Creative Arts and they have no concerns with the language proposed.
- *Seasonal Tents Outside of the Conservation District:* For large lots with lodging use or lodging use properties with 50 residential SFEs or more outside of the District, such as Beaver Run, Breckenridge Grand Vacations, Vail Resorts, etc.

support was voiced to allow for private events for up to 4 months between the end of ski season and the start of ski season, 1 per year with a Class C permit *or* up to 2 times per year for 45 days during the period between the end of ski season and the start of ski season with a Class C permit. (Note: The previously proposed grandfather clause was removed and replaced with this methodology). Staff has provided a chart below with larger lodging properties outside of the District. Staff has proposed the allowance for properties with a minimum of **50 residential SFEs or 4 acres minimum in size**. The acreage limitation was added to allow properties which have more land area for tents which would not be adjacent to neighboring properties, or on required parking or landscaping.

Sample Analysis:

HOTEL/LODGE	Residential SFEs	# KEYS	ACREAGE
Grand Lodge Peak 7	166.5	100	5.52
Grand Timber Lodge	113.5	101	6.12
One Ski Hill Place	282	67	1.9
Beaver Run Resort	513.16	522	11.34
Blue Sky Lodge	65	30	4.58
Crystal Peak Lodge	48.84	27	14
Marriott Residence Inn (under construction)	46.9	129	2.62
Marriott Mountain Valley Lodge	80.2	111	1.45
Main Street Station	122.9	115	4
Waterhouse	60	55	1.5
The Village	228	198	5.78

- *Shade Tents:* A question was raised at the work sessions regarding shade tents for people at the Peak 8 Fun Park and Main Street Station. The Town Attorney has crafted the ordinance to exempt such tents with no commercial activities occurring within from the policy.
- *Note:* To address concerns that may be property location specific, section 9-1-17-7 in the existing Development Code allows the director to reclassify applications when deemed appropriate, which could require the application to come before the Planning Commission with public notice required.

Staff has attached the proposed first reading with changes to the existing policy in **bold and double underline** based on Commissioner and Council comments and will be at the meeting to answer any questions.

1 **FOR WORKSESSION/FIRST READING – SEPT. 22**

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 2015

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

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

16
17 Section 1. The definition of “Class C Development” in Section 9-1-5 of the Breckenridge
18 Town Code is amended by the addition of a new item J, which shall read as follows:

19
20 **J. Temporary tents meeting the special requirements set forth in Section 9-1-36F2.**

21
22 Section 2. The definition of “Class D-Minor Development” in Section 9-1-5 of the
23 Breckenridge Town Code is amended by the addition of a new item CC, which shall read as
24 follows:

25
26 **CC. Temporary tents to be used for five (5) days or less.**

27
28 Section 3. The definition of “Temporary Structure” in Section 9-1-5 of the Breckenridge
29 Town Code is amended to read as follows:

30
31 TEMPORARY STRUCTURE: A structure, other than a vendor cart, construction trailer,
32 **temporary tent**, or seasonal noncommercial greenhouse,
33 that is not designed as a permanent structure, but is instead
34 designed to be utilized only for a specified and limited
period of time of not more than two (2) years.

31
32 Section 4. Section 9-1-5 of the Breckenridge Town Code is amended by the addition of
33 the following definitions:

34
PRIVATE EVENT: **A non-commercial social event that is not open to the**
general public, including, but not limited to, a wedding,
wedding reception, or other purely private gathering.

TEMPORARY TENT: **A collapsible shelter of fabric (such as nylon or canvas)**

stretched and sustained by poles and used as a temporary building.

1
2 Section 5. Section 9-1-19-36A, “Policy 3 (Absolute) Temporary Structures,” of the
3 Breckenridge Town Code is amended to read as follows:

4
5 9-1-19-36A: POLICY 36 (ABSOLUTE) TEMPORARY STRUCTURES:

- 6
7 A. Prohibited In Conservation District: The placement of temporary structures within the
8 conservation district is prohibited, except when authorized **by subsection (F) of this**
9 **policy or** by a special event permit issued pursuant to title 4, chapter 13 of this code.
- 10 B. Discouraged Outside Conservation District: The placement of temporary structures
11 outside of the conservation district is strongly discouraged.
- 12 C. Temporary Structures Or Uses: Temporary structures as defined in section 9-1-5 of this
13 chapter are subject to the following conditions:
- 14 (1) Temporary structures shall only be utilized to replace an existing structure being
15 demolished on site while a new, permanent structure on the same site is being
16 constructed.
- 17 (2) The temporary structure shall have no greater floor area than the structure it is
18 temporarily replacing.
- 19 (3) The temporary structure shall not be placed on site until a building permit has been
20 issued for the new structure, and shall be removed once a certificate of occupancy for
21 the new structure has been issued.
- 22 (4) The holder of the development permit for a temporary structure shall provide a
23 monetary guarantee to the town, in a form acceptable to the town attorney, ensuring
24 the complete removal of the structure, site cleanup, and site revegetation, once a
25 certificate of occupancy for the new structure has been issued. In addition, the holder
26 of the development permit shall enter into an agreement with the town authorizing the
27 town to take possession of the temporary structure and to dispose of the structure,
28 without the town being accountable for any damages for the loss or destruction of the
29 structure, if the permit holder fails to remove the structure within a reasonable period
30 of time after a certificate of occupancy for the new structure has been issued.
- 31 D. Other Permitted Temporary Structures: ~~Subsection C of this section does not~~
32 ~~prohibit~~ temporary tents, air structures, or other similar temporary structures that are not
33 designed and intended for office, retail, industrial or commercial uses, ~~and such~~
34 ~~temporary structures~~ may be approved subject to all other relevant development code
35 policies.
- 36 E. Seasonal Noncommercial Greenhouses: Seasonal noncommercial greenhouses are not
37 temporary structures but may be allowed subject to the following conditions:

- 1 (1) A seasonal noncommercial greenhouse may be erected and operated only from May 1
2 to July 1 of the same year. Not later than July 2, the seasonal noncommercial
3 greenhouse (including frame) shall be completely removed from its location;
- 4 (2) A seasonal noncommercial greenhouse shall not exceed five hundred (500) square
5 feet in size;
- 6 (3) A seasonal noncommercial greenhouse shall be located in the rear or side yard insofar
7 as practical;
- 8 (4) A seasonal noncommercial greenhouse shall not be placed on a permanent
9 foundation;
- 10 (5) A seasonal noncommercial greenhouse shall be constructed of materials which, taken
11 as a whole, give the appearance of a unified and coordinated design;
- 12 (6) A seasonal noncommercial greenhouse shall be maintained at all times in a neat and
13 orderly condition;
- 14 (7) All materials related to the operation of a seasonal noncommercial greenhouse shall
15 be stored within the greenhouse. The outdoor storage of such materials is prohibited;
16 and
- 17 (8) If a seasonal noncommercial greenhouse is located on land normally used for required
18 off street parking, the greenhouse shall not occupy more than two (2) parking spaces.

19 A seasonal noncommercial greenhouse authorized by a permit issued under this policy
20 shall not count as density or mass.
21

22 The director shall not collect an application fee in connection with a class D minor
23 development permit application to construct a seasonal noncommercial greenhouse which
24 is submitted by the owner of a single-family residential structure.
25

26 **F. Temporary Tents for Private Events: Temporary tents may be allowed in the Town**
27 **subject to the following conditions. Unless exempted in Section F4, temporary tents**
28 **not authorized by a development permit issued pursuant to this Section F are**
29 **prohibited;**

30 **(1) Temporary Tent Requirements and Limitations. A temporary tent may be**
31 **erected and maintained if authorized by a Class D-Minor development permit,**
32 **subject to the following requirements:**

- 33 (a) **A temporary tent shall be used solely in connection with the holding**
34 **of a private event;**
35 (b) **A temporary tent shall not be erected for more than five (5)**
36 **consecutive days;**
37

- 1 (c) Not more than three (3) temporary tent permits may be issued for the
2 same property within a calendar year;
3
4 (d) At least thirty (30) consecutive days must elapse between the removal
5 of one temporary tent and the erection of a new temporary tent; and
6
7 (e) A temporary tent may not be placed in a location that will interfere
8 with approved circulation on the subject property, or be located on
9 required parking or landscaping.

10
11 (2) Special Rules For Temporary Tents Located Upon Certain Properties:
12 Temporary tents may be allowed for the following properties if authorized by a
13 Class C development permit, subject to the following terms and conditions. For
14 properties that are subject to this subsection (2), the provisions of subsection F1
15 do not apply.

- 16 (a) This subsection (2) applies only to temporary tents to be erected on
17 the following categories of properties: hotel/lodging/inn and
18 condominium properties. For this subsection (2) to apply a property
19 must contain a minimum of four (4) acres, or have a minimum of fifty
20 (50) residential single family equivalents of approved and developed
21 density;
22
23 (b) A temporary tent shall be used solely in connection with the holding
24 of a private event;
25
26 (c) At the option of the applicant, either:
27
28 1. One (1) temporary tent permit per calendar year may be issued
29 per property for a maximum duration of one hundred twenty
30 (120) consecutive days; or
31
32 2. Two (2) temporary tent permits per calendar year may be issued
33 per property for a maximum duration of forty five (45)
34 consecutive days each;
35
36 (d) Temporary tents authorized under this subsection(2) may only be
37 erected after the close of the ski season at the Breckenridge Ski Resort
38 and before start of the next ski season at the Breckenridge Ski Resort;
39
40 (e) No temporary tent approved pursuant to this subsection (2) may
41 exceed 4,000 square feet in size; and
42
43 (f) A temporary tent may not be placed in a location that will interfere
44 with approved circulation on the subject property, or be located on
45 required parking or landscaping.

1
2 (3) Conditions Of Approval: Without limitation, the conditions of approval of a
3 development permit issued under this may include, if determined to be
4 appropriate by the Director or the Planning Commission:

- 5 1. Proper upkeep of the temporary tent; and
6 2. the requirement that the permittee provide a monetary guarantee
7 to the Town, in a form acceptable to the Town Attorney, ensuring
8 the complete removal of the temporary tent, site cleanup, and site
9 revegetation, when the permit expires without being renewed, or is
10 revoked.

11
12 (4) Exempt Temporary Tents: The following temporary tents do not require the
13 issuance of a development permit pursuant to this policy:

14 (a) A tent that is used for the sole purpose of providing shade for people
15 in a location that is accessible by general pedestrian traffic, if:

- 16
17 1. The tent is not larger than 400 square feet;
18 2. No commercial activity occurs within the tent; and
19 3. The tent is not placed in a location that will interfere with
20 approved circulation on the subject property, or be located on
21 required parking or landscaping.

22
23 (b) Temporary tents located on Town-owned property with Town
24 permission and used solely in connection with the holding of a private
25 event, subject to such terms and conditions as the Town may impose.
26 At least five (5) consecutive days must elapse between the removal of
27 one temporary tent and the erection of a new temporary tent on
28 Town-owned property; and

29
30 (c) Temporary tents located on the lawn of the Barney Ford Museum
31 with the permission of the owner of the Barney Ford Museum and
32 used in connection with the holding of a private event, subject to such
33 terms and conditions as the owner of the Barney Ford Museum may
34 impose. At least five (5) consecutive days must elapse between the
35 removal of one temporary tent and the erection of a new temporary
36 tent on lawn of the Barney Ford Museum; and

37
38 (d) A tent that is used for camping. Camping tents are subject to Section
39 6-3H-4 of this Code.

40
41 (e) Nothing in this policy prohibits the use of a temporary tent for use in
42 connection with the following public events:
43

- 1 **1. A special event approved and authorized by the Town pursuant to**
- 2 **Chapter 13 of Title 4 of this Code;**
- 3 **2. An Outdoor Sales Day event established by the Town Manager**
- 4 **pursuant to Section 9-7-61 of this Code; or**
- 5 **3. Any other public event approved or authorized by the Town.**

6

7 Section 6. Section A of Section 9-1-19-45A, Policy 45 (Absolute) Special Commercial

8 Evens,‒ of the Breckenridge Town Code is amended to read as follows:

- 9
- 10 A. A special commercial event permit issued pursuant to this policy may authorize the
 - 11 holder of the permit to do one or more of the following in connection with the special
 - 12 commercial event: erect temporary structures; **temporary tents**, display signs and
 - 13 banners to promote or advertise the special commercial event or its participants; have live
 - 14 or recorded, amplified music in connection with the special commercial event; conduct a
 - 15 live, remote radio broadcast at the site of the special commercial event, and distribute
 - 16 commercial handbills to promote and advertise the special commercial event and its
 - 17 participants.

18 Section 7. Except as specifically amended by this ordinance, the

19 Breckenridge Town Code, and the various secondary codes adopted by reference therein, shall

20 continue in full force and effect.

21

22 Section 8. The Town Council finds, determines, and declares that this ordinance is

23 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and

24 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants

25 thereof.

26

27 Section 9. The Town Council finds, determines, and declares that it has the power to

28 adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act,

29 Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal

30 zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)

31 Section 31-15-401, C.R.S. (concerning municipal police powers); (v) the authority granted to

32 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers

33 contained in the Breckenridge Town Charter.

34

35 Section 10. This ordinance shall be published and become effective as provided by

36 Section 5.9 of the Breckenridge Town Charter.

37

38 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED

39 PUBLISHED IN FULL this ____ day of ____, 2015. A Public Hearing shall be held at the

40 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of

41 ____, 2015, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the

42 Town.

43

44 TOWN OF BRECKENRIDGE, a Colorado

45 municipal corporation

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By: _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk

MEMO

TO: Breckenridge Town Council
FROM: Laurie Best- Community Development Department
RE: Colorado Mountain College Land Exchange

AN ORDINANCE APPROVING A LAND EXCHANGE AGREEMENT WITH COLORADO MOUNTAIN COLLEGE FOUNDATION, INC., A COLORADO NONPROFIT CORPORATION

Date: September 15, 2015 (for the September 22nd meeting)

During the review and planning of the Denison Housing project it was determined that a land exchange would be beneficial to both the Town and to Colorado Mountain College (CMC). A map of the parcels that are proposed to be exchanged is attached. The parcel that we would offer in the exchange is adjacent to the far north end of the CMC property (Tract C of Runway Subdivision) and is available because the Town recently decided not to realign the Blue River to the west of its current alignment. The parcel that CMC would exchange is a triangular shaped parcel at the far south end of their campus that is adjacent to the Towns Block 11 property. The exchange allows the Town more flexibility in configuring a development site for the Denison Housing project that includes some of Block 11, the CMC parcel, and the Town property along Airport Road. A copy of the preliminary housing site configuration and site plan is attached.

A Land Exchange Agreement has been prepared which establishes the terms and conditions for the exchange. Pursuant to that agreement there is no cash or other consideration paid by either party for the property but there may be some for minor expenses related to the exchange process (title insurance, survey expense, etc.). An Ordinance has been prepared to authorize the execution of the Agreement and this is scheduled for first reading at your meeting on September 22. Staff recommends approval of the Ordinance and will be available at your meeting to discuss this project and answer questions.

1 ***FOR WORKSESSION/FIRST READING – SEPT. 22***

2
3 COUNCIL BILL NO. ____

4
5 Series 2015

6
7 AN ORDINANCE APPROVING A LAND EXCHANGE AGREEMENT WITH COLORADO
8 MOUNTAIN COLLEGE FOUNDATION, INC., A COLORADO NONPROFIT
9 CORPORATION

10
11 WHEREAS, the Town of Breckenridge desires to enter into a Land Exchange Agreement
12 with Colorado Mountain College Foundation, Inc., a Colorado nonprofit corporation, a copy of
13 which is marked **Exhibit “A”**, attached hereto and incorporated herein by reference
14 (“**Agreement**”); and

15
16 WHEREAS, the Town Council has reviewed the Agreement, and finds and determines
17 that it would be in the best interests of the Town and its residents for the Town to enter into the
18 Agreement; and

19
20 WHEREAS, the Agreement requires the Town to convey to Colorado Mountain College
21 Foundation, Inc., a Colorado nonprofit corporation, certain Town-owned real property described
22 therein; and

23
24 WHEREAS, Section 15.3 of the Breckenridge Town Charter requires that the sale or
25 exchange of Town-owned real property be approved by ordinance or majority vote of electors at
26 the option of the Town Council; and

27
28 WHEREAS, the Town Council hereby finds and determines that the Agreement should
29 be approved by ordinance and not referred to the electors of the Town.

30
31 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
32 BRECKENRIDGE, COLORADO:

33
34 Section 1. The proposed Land Exchange Agreement between the Town of Breckenridge
35 and Colorado Mountain College Foundation, Inc., a Colorado nonprofit corporation, is approved
36 in substantially the form attached hereto as **Exhibit “A”**, and the Town Manager is hereby
37 authorized, empowered, and directed to execute such agreement for and on behalf of the Town of
38 Breckenridge.

39
40 Section 2. Prior to closing of the transaction described in the approved agreement minor
41 changes to or amendments of the approved agreement may be made by the Town Manager if the
42 Town Attorney certifies in writing that the proposed changes or amendments do not substantially
43 affect the consideration to be received or paid by the Town pursuant to the approved agreement,
44 or the essential elements of the approved agreement.

45

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT (the “Agreement”), dated as of _____, 2015, is between Colorado Mountain College Foundation, Inc. (“Foundation”), a Colorado nonprofit corporation, and the Town of Breckenridge, a Colorado municipal corporation (“Breckenridge”).

BACKGROUND

A. The Foundation and Breckenridge own adjoining properties, and each of them desires to acquire an unimproved parcel of land from the other as part of a swap transaction. The parcel of land to be acquired by Breckenridge from Foundation (the “Foundation Parcel”) is depicted in Exhibit A. The parcel of land to be acquired by Foundation from Breckenridge (the “Breckenridge Parcel”) is depicted in Exhibit B.

B. Foundation has leased the entire Breckenridge campus property, including the Foundation Parcel, to Colorado Mountain Junior College District (“CMC”), as lessee, pursuant to a Lease Purchase Agreement dated as of January 1, 2007.

B. Foundation (with the consent of CMC) and Breckenridge desire to exchange the Foundation Parcel and the Breckenridge Parcel, one for the other, without the payment of cash or other consideration, subject to the conditions set forth in this Agreement.

AGREEMENT

In consideration of the promises and the respective undertakings of the parties set forth below, it is agreed as follows:

1. Exchange of Land; Consideration. At the Closing, Foundation will acquire the Breckenridge Parcel, and Breckenridge will acquire the Foundation Parcel, as a simultaneous exchange of land. No cash or other consideration will be paid by either party except for the payment of certain expenses as provided below.

2. Inspection; Title Insurance. During the sixty (60) days following execution of this Agreement (the “Inspection Period”), each party will be responsible for reviewing such matters pertaining to the physical condition, zoning and title status with respect to the land to be acquired by such party. Each party is responsible for acquiring such title insurance commitments as it may desire as soon as reasonably possible following the execution of this Agreement. The parties may object during the Inspection Period to any title matter, defect, zoning status, or any other defect or condition relating to the land being acquired. In the event of any objections by one party, the other party shall have thirty (30) days from the written objection date to cure any

matter to the satisfaction of the objecting party. If the objecting party is not satisfied with any attempts to cure such matters within such time period, this Agreement shall be terminated, and neither party shall have any obligation to the other party.

3. Conveyance. At the closing, (1) Foundation shall execute and deliver to Breckenridge a special warranty deed conveying fee simple title to the Foundation Parcel, and (2) Breckenridge shall execute and deliver to Foundation a special warranty deed conveying fee simple title to the Breckenridge. Both parcels shall be free of encumbrances or defects except those of record, as listed in the title insurance commitments, and reviewed without objection by the recipient party. Provided, however, that notwithstanding anything contained in this Agreement to the contrary, at the closing the Foundation Parcel shall be released from the Lease described in Section B of the "Background" section of this Agreement.

4. Prorations. Real property taxes and personal property taxes payable in the current year (if any), and water and other utilities shall be prorated as of the date of each closing. The parties shall cooperate in urging providers of utilities and services to bill the new owners for such utilities and services provided before the date of each closing and to bill such new owners directly for all such utilities and services furnished after such date. For purposes of proration, it shall be presumed that utility charges which cannot be determined on the date of closing were uniformly incurred during the billing period to which proration is applicable.

5. Warranties. Breckenridge shall acquire the Foundation Parcel in its present condition, and Foundation shall acquire the Breckenridge Parcel in its present condition, in both cases subject to the terms of this Agreement. Each party hereby warrants that it has good title to the parcel of land to be conveyed to the other party, free and clear of any claims, defects, or encumbrances except for those shown of record. Each party further warrants, to the best of its knowledge, that the property being conveyed and any improvements thereon do not violate the applicable environmental or other laws, regulations, building or zoning requirements as of the date of this Agreement. Except for the foregoing express warranties, each party is acquiring the land from the other party "as is," and neither party makes any other representations or warranties, express or implied. Each party acknowledges that it has made or will make prior to closing its own independent investigation respecting the land it is acquiring and will be relying thereon and on the advice of any experts it may retain.

6. Closing and Costs. The land exchange shall be closed at a location and on a date mutually acceptable to the parties, but in the absence of a mutually acceptable agreement as to the date and time of the closing the land exchange shall be closed at 10 o'clock A. M. on December 31, 2015 at the office of Land Title Guarantee Company in Breckenridge, Colorado ("Closing Agent"). Breckenridge and Foundation shall deposit with the Closing Agent all instruments, documents and moneys necessary to complete the transfers in accordance with this Agreement. Escrow costs related to the transfer of the land parcels shall be paid one-half each by Breckenridge and Foundation. Each party shall pay real estate excise tax, documentary stamps, title insurance premium and recording costs for the land parcel being acquired by such party. For purposes of this Agreement, "closing" and "date of closing" shall be construed as the date upon which all appropriate documents are recorded.

7. Closing Conditions. The obligations of each party under this Agreement are subject to satisfaction or waiver of the following conditions precedent:

- a. Prior to the expiration of the Inspection Period, there will be no objection by either party as a result of its review of the physical condition, legal status, title or any other matter relating to the land that such party will acquire under this Agreement.
- b. The Exhibits to this Agreement shall be updated to include a legal description or survey to accurately identify the land parcels being exchanged hereunder and to satisfy applicable title insurance commitment requirements.
- c. If either party elects to conduct a phase I environmental or any other engineering, soil, or other study at its own expense, each such study shall be completed and approved by such party at its discretion.
- d. The governing boards of both parties shall have approved the execution of this Agreement and the consummation of the transaction described.
- e. The Foundation and CMC will acquire the consent of the Trustee, together with a written release, pursuant to the Mortgage and Indenture dated as of January 1, 2007, between the CMC Academic Facilities Leasing Trust 2007 (the "Trust") and The Bank of New York Trust Company, N.A., as Trustee, and pursuant to the Ground Lease Agreement dated as of January 1, 2007, between the Foundation and the Trust, as ground lessee.
- f. CMC, as lessee, will consent to the revised description of the leased premises.
- g. All costs agreed to be paid by each party have been paid or provided for payment through escrow.
- h. The form of all deeds or other transfer instruments have been completed and approved.

8. Remedies. If any condition to this Agreement has not been satisfied or waived by December 31, 2015, either party may terminate this Agreement by written notice to the other party and the Closing Agent, and neither party shall have any further obligation to the other.

9. Possession. Possession and control of the respective land parcels shall be delivered as of the date of closing.

20. Notices. Any notice required or permitted under this Agreement may be given by delivering the same in writing or sending the same by registered or certified mail, with postage prepaid, to the addressee's mailing address set forth below or such other mailing address as either party may designate in writing to the other party:

Breckenridge:

Timothy J. Gagen, Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

With copies to: Timothy H. Berry
Timothy H. Berry, P.C.
P.O. Box 2
Leadville, Colorado 80461

Foundation: Pete Waller, CMC Director of Facilities
802 Grand Avenue
Glenwood Springs, Colorado 81601

With copies to: Richard Gonzales, CMC General Counsel
802 Grand Avenue
Glenwood Springs, Colorado 81601

11. Counterparts. This Agreement may be executed in any number of counterparts required by the convenience of the parties, each of which shall be of equal force and effect with any other but shall together constitute only one Agreement.

32. Assignment. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, provided that Breckenridge may assign its rights hereunder without the prior consent of Foundation.

43. Construction of Agreement. This Agreement and the exhibits hereto set forth the entire understanding and agreement between Foundation and Breckenridge with respect to the Property. There have been various negotiations and discussions between Breckenridge and Foundation, but this Agreement is intended to replace all prior understandings or representations between the parties. This Agreement may be amended or modified only in writing signed by both parties. Time is of the essence in this Agreement. In the event of litigation by either party for the enforcement or interpretation of the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees and costs. This Agreement shall be construed under the laws of the State of Colorado. Paragraph headings are for convenience only and shall not affect the interpretation or construction of this Agreement. Neither Breckenridge nor Foundation shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specified herein.

COLORADO MOUNTAIN COLLEGE
FOUNDATION, INC.

By:

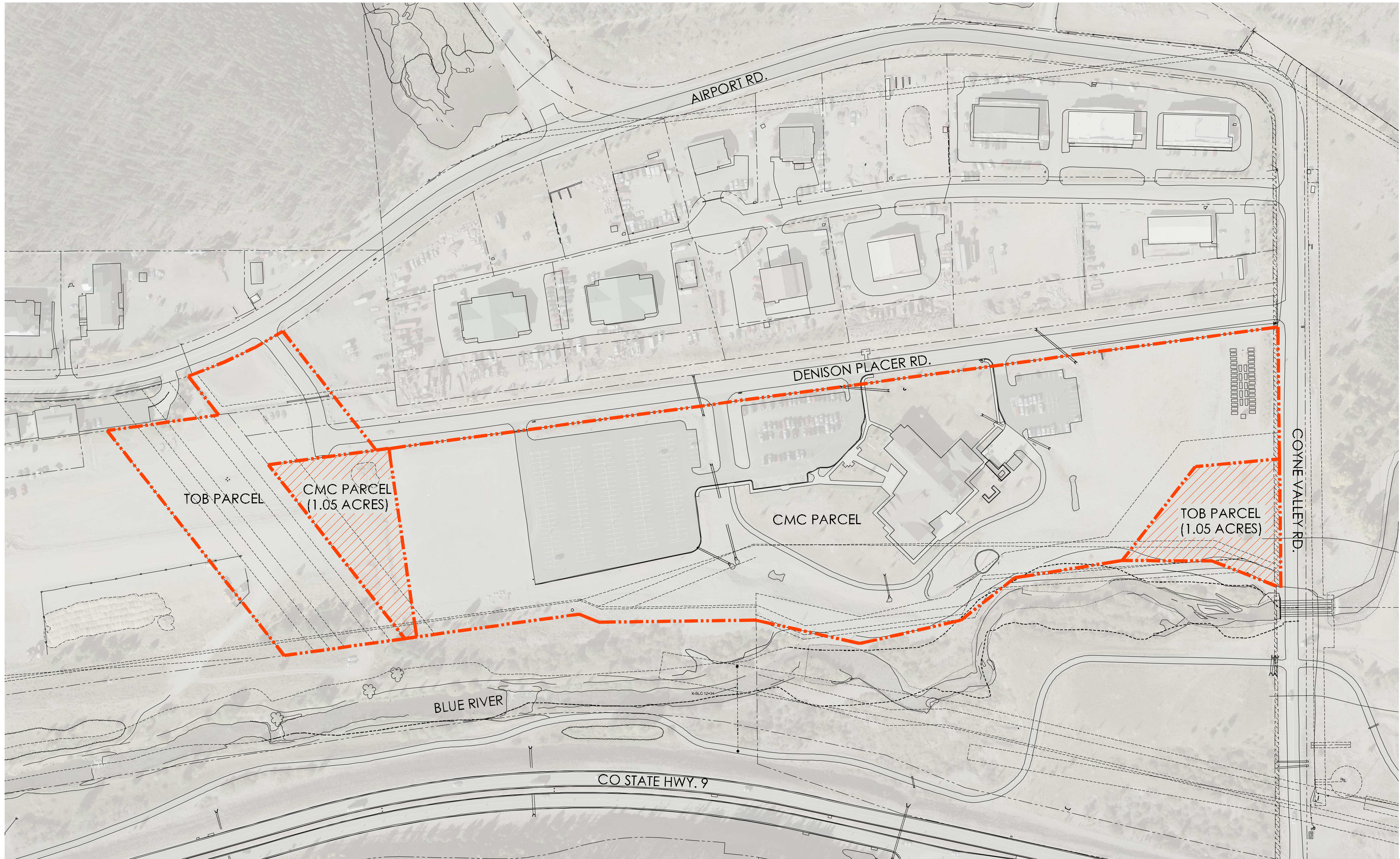
TOWN OF BRECKENRIDGE

By: Timothy J. Gagen, Town Manager

ATTACHMENTS:

Ex. A – The Foundation Parcel

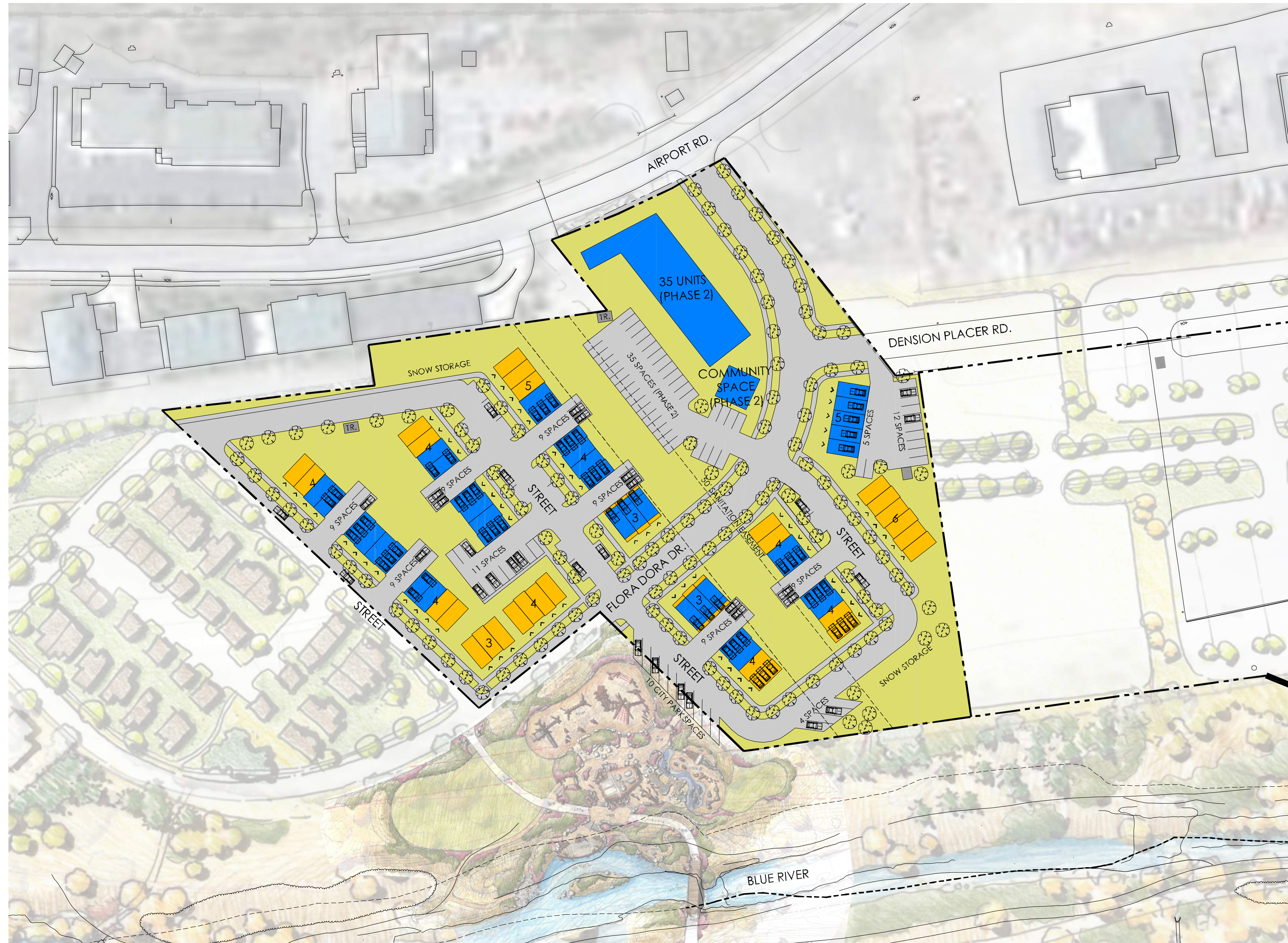
Ex. B – The Breckenridge Parcel



Site Plan
 scale: 1" = 60'-0"

CONCEPTUAL SITE PLAN:

LAND SWAP & EXISTING SANITARY EASEMENT



SUMMARY:

UNIT BREAKDOWN:
 35 UNIT APARTMENT COMPLEX (STUDIO & 1BR)
 65 TOWNHOME UNITS (2 OR 3 BR)

PARKING:
 OFF-STREET PARKING:
 MINIMUM: 132.5
 PROVIDED: 137
 ON-STREET: 15
 TOWN PARK: 10

PARCEL SIZE: 6.3 ACRES

DENSITY:
 65 Townhomes at 1,200 sf = 49 Units
 35 Apartments at 700 sf = 21 Units
 70 Units / 6.3 Acres = 11.1 UPA

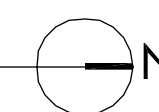
SANITARY EASEMENT: EXISTING

DRAINAGE EASEMENT: RELOCATED

KEY:

- 1 STORY ACCESSORY STRUCTURE
- 2 STORY BUILDING
- 3 STORY BUILDING
- SANITATION EASEMENT
- PROPERTY LINE
- > UNIT ENTRY

Site Plan
 scale: 1" = 60'-0"



MEMO

TO: Breckenridge Town Council
FROM: Laurie Best-Community Development Department
RE: Huron Landing/County Road 450 Housing Project Coordination

A RESOLUTION APPROVING AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING WITH THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUTY, COLORADO CONCERNING THE PROPOSED HURON LANDING WORKFORCE HOUSING PROJECT

DATE: September 14, 2015 (for September 22nd meeting)

In July staff completed the preliminary pre-development tasks that were outlined in the original Memorandum of Understanding (MOU) executed by the Town and County in March of 2015. During that first phase we contracted with an architect and created a preliminary plan and schedule for the development of 26 apartments on the County-owned parcel. We reviewed the plan and initial cost estimates with the Town Council at worksession on July 14th and at that time Council authorized staff to continue to move forward with the next steps, estimated at approximately \$114,000, to be split with the County. The Summit County Board of County Commissioners (BOCC) also reviewed the progress to date and also authorized moving forward targeting a 2016 construction start. Because the current MOU expires at the end of September and there are additional predevelopment task that both the Council and BOCC have authorized we are recommending that an extension to the MOU be executed by both the Council and the BOCC. To make it easier to track the project the extension to the MOU has been drafted as an "Amended and Restated Memorandum of Understanding", which will completely supercede the original.

The Amended and Restated Memorandum of Understanding includes a description of the planning and predevelopment tasks that have been completed as well as the next pre-development steps to be completed prior to the final Intergovernmental Agreement (IGA) that will be required to authorize the construction. The next steps include further refinement of the design, commencement of the plan review/entitlement process, contracts with owner's representative and general contractor for predevelopment services, update to cost estimates based on 50% design development drawings, and commencement of the processes necessary to annex the site into the Town and to include the site in the Upper Blue Sanitation District. It is estimated that these next steps will be complete in late November and at that time there will be sufficient information about the design, cost, finance options, etc. to formulate an IGA that will include the specific details, terms, and conditions for the construction of the project. The cost for the next phase is estimated at approximately \$114,000.

Summary:

The project as planned will add 26 apartments to the Breckenridge rental inventory. It is anticipated that construction can start in spring of 2016 and the units will be available for lease the following summer. On July 14th both the Council and the BOCC gave the go ahead to move forward with the next predevelopment tasks. The additional information that will be developed in this phase is necessary for the formulation of IGA and final authorization to proceed to development. Staff recommends approval of the MOU as presented.

1 pursuant to the approved agreement, or the essential elements of the approved agreement.

2
3 Section 3. This resolution is effective upon adoption.

4
5 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2015.

6
7 TOWN OF BRECKENRIDGE

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

13
14 ATTEST:

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16
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18 _____
19 Helen Cospolich
20 Town Clerk

21
22 APPROVED IN FORM

23
24
25
26 _____
27 Town Attorney Date

1 **AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING**
2 **(Huron Landing Workforce Housing Project)**
3

4 This Amended and Restated Memorandum of Understanding (“**Amended and Restated**
5 **MOU**”) is dated _____, 2015 (“**Effective Date**”) and is between the
6 TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Town**”) and the BOARD
7 OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO (“**County**”). The
8 Town and the County are sometimes collectively referred to in this Amended and Restated MOU
9 as the “**Parties**,” and individually as a “**Party**.”
10

11 **Background**
12

13 This Amended and Restated MOU establishes the initial framework and conditions of
14 discussion between the Parties for the potential joint development of an affordable workforce
15 housing project that may be constructed on the County’s real property commonly known as 0143
16 Huron Road in unincorporated Summit County, Colorado, and as more particularly described on
17 the attached **Exhibit “A”** (the “**Property**”).
18

19 The Parties previously entered into that Memorandum of Understanding (County Road
20 450 Affordable Workforce Housing Project) dated March 31, 2015 (the “**Original MOU**”).
21 Since the signing of the Original MOU the parties have worked cooperatively to analyze and
22 evaluate the potential joint development of an affordable workforce housing project that may be
23 constructed on the Property. Such potential project has now been named “Huron Landing,” and
24 is referred to in this Amended and Restated MOU as the “**Project**.”
25

26 The Parties have substantially completed “**Phase 1**” of the Project as described in this
27 Amended and Restated MOU. However, additional work needs to be undertaken and completed
28 before the Parties can consider approving the Intergovernmental Agreement for the actual
29 development of the Project as contemplated by Section 6 of this Amended and Restated MOU,
30 and various provisions of the Original MOU also need to be amended as provided in this
31 Amended and Restated MOU. This Amended and Restated MOU is executed for these purposes.
32

33 **Amended and Restated MOU**
34

35 **1. Term of Amended and Restated MOU.** This Amended and Restated MOU will be
36 effective on the Effective Date set forth above and remain in effect until the first to occur of: (i)
37 the Parties’ execution and delivery of the IGA described in Section 6 of this Amended and
38 Restated MOU; (ii) December 31, 2015; or (iii) the termination of this Amended and Restated
39 MOU by either Party in accordance with Section 12 of this Amended and Restated MOU. Upon
40 the first to occur of such three events, this Amended and Restated MOU will terminate.
41 However, any unpaid financial obligation incurred in connection with this Amended and
42 Restated MOU will be paid by the Parties as provided in Section 5 notwithstanding the
43 termination of this Amended and Restated MOU.

1 2. **Scope of Development.** It is anticipated that the Project will consist of approximately
2 26 affordable rental housing units.

3 3. **Work To Be Done During The Phase 1 of the Project.** The major tasks to be done in
4 the Phase 1 of the Project include the following:

5 A. Prepare and issue a Request For Proposals for the design team/architect for the
6 Project.

7 B. Obtain and analyze preliminary title information concerning the land upon which the
8 Project is proposed to be constructed.

9 C. Obtain a survey of the land upon which the Project is proposed to be constructed.

10 D. Obtain Phase I Environmental survey of the Property to identify potential hazardous
11 materials and any required remediation.

12 E. Obtain initial market feasibility and programming from Rees Consulting.

13 F. Complete program and schematic design by the design team/architect. The design
14 team/architects will be instructed to design the Project to meet the building codes of the County
15 and land use and technical codes of the Town.

16 G. Commence the process of annexing the land upon which the Project is proposed to be
17 constructed to the Town of Breckenridge. This will include preparing a Petition For Annexation
18 to be signed by the County and submitted to the Town.

19 4. **Work To Be Done During Phase 2 of the Project.** The major tasks to be done in
20 Phase 2 of the Project include the following:

21 A. Continue Project design from Schematic Design to Design Development (it is
22 estimated that 50% of the Design Development will be completed by November 1, 2015).

23 B. Commencement of the development permit process (entitlements) for the Project,
24 including at least one worksession with the Town's Planning Commission and at least one
25 preliminary review of the Project by the Planning Commission.

26 C. Signing a contract with an owner's representative for the Project who is mutually
27 acceptable to both the Town and the County.

28 D. Signing a contract for pre-construction services with a general contractor who is
29 mutually acceptable to both the Town and the County. "Pre-construction services" includes,
30 without limitation, pricing and constructability of the Project.

31 E. Calculation of initial cost estimates (based upon 50% Design Development) and
32 evaluation of financing options.

1 F. Commencement of the process of having the Property included within the boundaries
2 of the Upper Blue Sanitation District. The final inclusion of the Property into the Upper Blue
3 Sanitation District will not occur until a date for such action is agreed to in the IGA described in
4 Section 6. If, for any reason, the Project is not to be undertaken by the Parties, the County will
5 have the unilateral right to withdraw the Petition For Inclusion of the Property into the Upper
6 Blue Sanitation District.

7 G. Completion by the Town of all preliminary steps for the annexation of the Property
8 into the Town, up to but not including the adoption of the actual annexation ordinance. The
9 adoption of the annexation ordinance by the Town will not occur until a date for such action is
10 agreed to in the IGA described in Section 6. If, for any reason, the Project is not to be undertaken
11 by the Parties, the County will have the unilateral right to withdraw the Petition For Annexation,
12 in which event the Town will cease all action directed toward the annexation of the Property.

13 H. Commencement and completion of such other tasks as may be identified by the Parties
14 as being necessary to the formulation and approval of the Intergovernmental Agreement
15 described in Section 6.

16 **5. Estimation and Allocation of Costs of Phase 1 and Phase 2 of the Project.** The cost
17 of completing Phase 1 of the Project is estimated to be approximately \$137,000, and the cost of
18 completing Phase 2 of the Project is estimated to be approximately \$114,000. The cost of the
19 work to be done during the Phase 1 and Phase 2 of the Project will be paid equally by the Town
20 and the County. Neither Party will be entitled to reimbursement for time spent on the work
21 described in this Amended and Restated MOU by such Party's own employees and staff.

22 **6. IGA.** After the Phase 2 work has been completed and evaluated, the Parties anticipate
23 having more information about the feasibility of the Project, the unit count, the actual cost of the
24 Project, the actual site plan for the Project, and so forth. At such time the Parties will decide
25 whether to proceed with the annexation, final construction documents, permitting, bidding, and
26 construction of the Project. If the Project is to be constructed, the Parties will enter into an
27 Intergovernmental Agreement (the "IGA") providing all of the specific details, terms, and
28 conditions of the construction of the Project. The IGA will become effective and binding only
29 when duly executed by the Parties.

30 **7. Allocation of the Work To Be Done Under This Amended and Restated MOU.**
31 The Parties will reasonably allocate the work to be undertaken under this Amended and Restated
32 MOU among their respective staffs.

33 **8. Schedule of Performance.** The Parties will use commercially-reasonable good faith
34 efforts during the term of this Amended and Restated MOU to adhere to the schedule identified
35 on the attached **Exhibit "B"**. The Parties acknowledge and agree that such schedule is
36 preliminary in nature, and is subject to further revision following input by the Parties.

37 **9. Relationship Among the Parties.** Nothing in this Amended and Restated MOU will
38 be deemed to constitute, create, give effect to, or otherwise recognize a joint venture,
39 partnership, or business entity of any kind, and the rights and obligations of the Parties will be

1 limited to those expressly set forth herein. Nothing in this Amended and Restated MOU is to be
2 construed as providing for the sharing of profits or losses arising out of the efforts of the Parties
3 pursuant to this Amended and Restated MOU, except as may be provided for in any subsequent
4 resulting agreement between the Parties.

5 **10. Governmental Immunity.** The Town and the County are relying on, and do not
6 waive or intend to waive by any provision of this Amended and Restated MOU, the monetary
7 limitations or any other rights, immunities, and protections provided by the Colorado
8 Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended,
9 or any other limitation, right, immunity, or protection otherwise available to the Town or the
10 County, their officers, or their employees.

11 **11. Annual Appropriation.** Financial obligations of both the Town and the County
12 under this Amended and Restated MOU payable after the current fiscal year in which this
13 Amended and Restated MOU is executed are contingent upon funds for that purpose being
14 appropriated, budgeted, and otherwise made available by their respective governing bodies. If
15 sufficient funds are not made available by the governing body of either the Town or the County,
16 this Amended and Restated MOU may be terminated by either Party without penalty. Neither the
17 Town's nor the County's obligations under this Amended and Restated MOU constitute a
18 general obligation indebtedness or multiple year direct or indirect debt or other financial
19 obligation within the meaning of the Constitution or laws of the State of Colorado.

20 **12. Termination.** This Amended and Restated MOU may be terminated by either Party
21 without cause and without liability for breach by giving the other Party 30 days' advance written
22 notice.

23 **13. Governing Law.** This Amended and Restated MOU is to be interpreted in
24 accordance with the laws of the State of Colorado.

25 **14. Notices.** All notices required or permitted under this Amended and Restated MOU
26 must be given by registered or certified mail, return receipt requested, postage prepaid, or by
27 hand or commercial carrier delivery, or by telecopies, directed as follows:

28 If intended for the Town, to:

29
30 Town of Breckenridge
31 P.O. Box 168
32 150 Ski Hill Road
33 Breckenridge, Colorado 80424
34 Attn: Town Manager
35 Telecopier number: (970)547-3104
36 Telephone number: (970)453-2251
37

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

39
40 Timothy H. Berry, Esq.

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

1 Timothy H. Berry, P.C.
2 131 West 5th Street
3 P. O. Box 2
4 Leadville, Colorado 80461
5 Telecopier number: (719)486-3039
6 Telephone number: (719)486-1889
7

8 If intended for County to:
9

10 Board of County Commissioners
11 P.O. Box 68
12 Breckenridge, Colorado 80424
13 Attn: Gary Martinez, County Manager
14 Telephone number: (970)453-3401
15 Telecopier number: (970)453-3535
16

17 with a copy in each case (which will not constitute notice) to:
18

19 Jeff Huntley, Esq.
20 Summit County Attorney
21 P.O. Box 68
22 Breckenridge, Colorado 80424
23 Telephone number: (970)453-3407
24 Telecopier number: (970)454-3535
25

26 Any notice delivered by mail in accordance with this Section will be effective on the third
27 business day after having been deposited in any post office or postal box regularly maintained by
28 the United States Postal Service. Any notice delivered by telecopier in accordance with this
29 Section will be effective upon receipt if concurrently with sending by telecopier receipt is
30 confirmed orally by telephone and a copy of such notice is sent by certified mail, return receipt
31 requested, on the same day to the intended recipient. Any notice delivered by hand or
32 commercial carrier will be effective received upon actual receipt. By notice given as provided
33 above either Party may change the address to which future notices may be sent. E-mail is not a
34 valid means of giving notice under this Amended and Restated MOU.
35

36 **15. Modification.** This Amended and Restated MOU may be modified or amended only
37 by a duly authorized written instrument executed by the Parties. Oral amendments to this
38 Amended and Restated MOU are not permitted.

39 **16. "Will" and "Will Not" Defined.** The terms "will" and "will not" when used in this
40 Amended and Restated MOU indicate a mandatory obligation to act or to refrain from acting as
41 indicated in the context of the sentence in which such terms are used.

42 **17. Authority.** The individuals executing this Amended and Restated MOU on behalf of
43 each of the Parties represent that they have all requisite powers and authority to cause the Party

1 for whom they have signed to enter into this Amended and Restated MOU, and to bind such
2 Party to fully perform its obligations as set forth in this Amended and Restated MOU.

3 18. **Section Headings.** Section headings are inserted for convenience only and in no way
4 limit or define the interpretation to be placed upon this Amended and Restated MOU.

5 19. **Faxed or Scanned Copy Sufficient.** For all purposes contemplated in this Amended
6 and Restated MOU, including execution of this Amended and Restated MOU, facsimile or
7 scanned signatures are as valid as original signatures. Both Parties waive any claim or defense
8 that a facsimile or scanned signature is not valid, or is not the best evidence of signature.

9 20. **No Third Party Beneficiaries.** There are no third party beneficiaries of this
10 Amended and Restated MOU.

11 21. **Counterparts.** This Amended and Restated MOU may be executed in several
12 counterparts and/or signature pages and all counterparts and signature pages so executed will
13 constitute one agreement binding on all Parties, notwithstanding that all Parties are not
14 signatories to the original or the same counterpart or signature page.

15 22. **No Adverse Construction.** Both Parties acknowledge having had the opportunity to
16 participate in the drafting of this Amended and Restated MOU. This Amended and Restated
17 MOU is not to be construed against either Party based upon authorship.

18 23. **Exhibits.** All exhibits referred to in this Amended and Restated MOU are
19 incorporated into and made a part of this Amended and Restated MOU by reference.

20 24. **Entire Agreement.** This Amended and Restated MOU is the complete agreement
21 and understanding between the Parties relating to the subject matter of this Amended and
22 Restated MOU, and supersedes any prior agreement or understanding between the Parties as to
23 the subject matter of this Amended and Restated MOU.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Timothy J. Gagen, Town Manager

ATTEST:

Helen Cospolich, Town Clerk

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BOARD OF COUNTY COMMISSIONERS OF
SUMMIT COUNTY, COLORADO

By: _____
Gary Martinez, County Manager

Exhibit A
Legal Description of the Property

Parcel E-1, Industrial Area Subdivision, and Government Lot 45, Section 30,
Township 6 South, Range 77 West of the 6th P.M., Summit County, Colorado;
containing approximately 1.71 acres, more or less

Exhibit B
Schedule of Performance

Exhibit "B"

CR 450 PROJECT TASKS (Updated 9/14/2015)	Duration	DATE		% Complete	NOTES
		START	FINISH		
Task 1- MOU Phase 1 (Schematic Design and Probable Cost)					Task 1-approx \$141,098 (includes site prep)
Task 1.1-RFP and Design Firm Selection (contract)		1/14/2015	5/26/2015	100%	
Task 1.2-Title Report			3/16/2015	100%	
Task 1.3-Survey			5/4/2015	100%	
Task 1.3-Phase 1			4/22/2015	100%	
Task 1.4-Arch Team-Schematic Design-site plan, unit yield, elevations, massing			6/30/2015	100%	
Task 1.5-Pricing/Proforma (based on 100% schematic-probable cost)			6/30/2015	100%	Estimate \$7.2-\$7.7
Task 2-TC/BOCC GO or NO GO					
Task 2.1-Get TC/BOCC approval of schematic design			7/14/2015	100%	July 14th both TC and BOCC authorized continuing thru
Task 2.2-Amend MOU?-current MOU expires Sept 30 2015			9/22/2015		design development and entitlements (est \$7.2-\$7.7
Task 2.3- IGA			11/24/2015		prior to final annexation
Task 3-Design Development, Entitlements, Cost Estimates, GC and Project Management					Task 3-approx \$114,500
Task 3.1-Annexation					
Task 3.1.1-County Submit Petition			8/10/2015		
Task 3.1.2-TC Sufficiency Resolution		9/8/2015	9/8/2015		need to post notice for 4 weeks (minimum 30 days to Eligibility Reso)-publish on 9/15, 9/22, 9/29, 10/6
Task 3.1.3-PC Recommendation on Annexation and LUC		9/15/2015	9/15/2015		WS
Task 3.1.4-TC-Eligibility Resolution		10/13/2015	10/13/2015		35 days after Sufficiency Resc
Task 3.1.5-TC Ord 1st Reading		11/10/2015	11/10/2015		
Task 3.1.6-TC Ord 2nd Reading		11/24/2015	11/24/2015		Annexation complete 30 days prior to PC final on Jan 5
Task 3.2-LUD (Zoning)					
Task 3.2.1-PC Recommendation		9/15/2015	9/15/2015		
Task 3.2.2-TC Ord 1st Reading		10/27/2015	10/27/2015		
Task 3.2.3-TC Ord 2nd Reading			11/24/2015		LUD must be complete 30 days prior to PC final on Jan 5
Task 3.3-Entitlements (Class A Development Permit)					
Task 3.3.1-Outreach to Neighbors			8/24/2015	100%	Met w Kennington
Task 3.3.2-Traffic Study					
Task 3.3.3-PC Worksession		9/1/2015	9/1/2015	100%	
Task 3.3.4-Submit Development Permit Application		9/14/2015	9/14/2015		
Task 3.3.5-PC Prelim		11/3/2015	11/3/2015		
Task 3.3.6-PC Final		1/5/2016	1/5/2016		contingent on annexation and LUD
Task 3.3.7-TC Approval		1/12/2016	1/12/2016		
Task 3.4-Plans-Design Development, Permit Set, Bid Set, Construction Documents					
Task 3.4.1-GeoTech					
Task 3.4.2-WS Packet			8/24/2015	100%	For 9/1/2015 worksession
Task 3.4.3-Class A Submittal Packet		9/14/2015	9/14/2015	100%	For 11/3/2015 Prelim
Task 3.4.4-50% DD packet for pricing			11/1/2015		Ready for price check-will not have mech/foundation
Task 3.4.4-100% DD packet complete-ready for price check			12/1/2015		
Task 3.4.5-Construction Documents for permit and bidding			4/15/2016		
Task 3.4.6-Final Project Set			6/15/2016		
Task 3.5-Building Permit					
Task 3.5.1-Submit Permit Application			4/15/2015		
Task 3.5.2-Permit Ready			5/15/2016		
Task 3.6- Project Management Owners Rep/ GC RFP) and Project Financing					
Task 3.6.1-RFP for GC-predevelopment services (constructability, pricing)			7/31/2015	100%	in August/September-issue RFP 9/1/2015
Task 3.6.2-RFP for Construction Management			7/31/2015	100%	
Task 3.6.3 Owners Rep on Board			9/21/2015		
Task 3.6.4-GC onBoard			9/30/2015		
Task 3.6.5- Finance Options			10/30/2015		
Task 3.7-GC and Pricing					
Task 3.7.2-Prelim Price Estimate at SD			7/15/2015	100%	\$7.2-\$7.7
Task 3.7.3-Price Estimate at 50% DD		10/3/2015	11/10/2015		For BOCC/TC Nov. 24th go-ahead to annex and zone
Task 3.7.4-Final Bidding at 100% CDs (GMP Contract)		4/1/2016	4/30/2016		
Task 4-TC/BOCC GO or NO (OK to proceed w annexation/zoning/and move to construction docs, permit, bidding)					
Task 4.1-Process/Business Deal _IGA			11/24/2015		
Task 5 TC/BOCC GO or NO GO based on GMP		4/15/2016	4/30/2016		After Final GMP
Task 6-Site Work		6/1/2015	6/15/2016		Started in 2015-to be completed in spring 2016
Task 7-Construction-Vertical	52 weeks	6/15/2016	6/1/2017		

MEMORANDUM

To: Mayor and Town Council
From: Rick Holman, Assistant Town Manager
Date: September 10, 2015
Subject: Resolution for Support of Ballot Question 2A

Attached is a resolution that if approved by the Town Council on September 22, 2015 will support the passage of ballot question 2A and urge voters to vote in favor of the passage of this question which will occur at the coordinated election on November 3, 2015. There is an exception in the Fair Campaign Practices Act that allows local government to formally take a position, either for or against, a ballot question in the form of a resolution.

Question 2A will ask for the voters the question of whether or not commencing on July 1, 2016 the Town of Breckenridge should impose a 4.5% Admissions Tax on ski lift tickets sold solely for use at a ski area located within the Town. Additionally, the passage of 2A will allow the Town to implement an executed agreement with Vail Summit Resorts, Inc. for a guaranteed revenue stream annually associated with that Admissions Tax.

I will be available at the work session to address any questions you have.

1 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
2 BRECKENRIDGE, COLORADO, as follows:

3
4 Section 1. The Town Council of the Town of Breckenridge unanimously supports the
5 passage of ballot question 2A which will appear on the November 3, 2015 coordinated election
6 ballot, and strongly urges the electors of the Town to vote in favor of such ballot question.

7 Section 2. Adoption of this resolution may be reported or distributed only through
8 established, customary means, other than paid advertising, by which information about other
9 proceedings of the Town Council is regularly provided to the public.

10
11 Section 3. This resolution is effective upon adoption.

12
13 RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2015.

14
15 TOWN OF BRECKENRIDGE

16
17
18
19 By _____
20 John G. Warner, Mayor

21
22 ATTEST:

23
24
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26 _____
27 Helen Cospolich
28 Town Clerk

29
30 APPROVED IN FORM

31
32
33
34 _____
35 Town Attorney Date

MEMORANDUM

To: Mayor and Town Council
From: Rick Holman, Assistant Town Manager
Date: September 10, 2015
Subject: Resolution for Support of Ballot Question 5A

Attached is a resolution that if approved by the Town Council on September 22, 2015 will support the passage of ballot question 5A and urge voters to vote in favor of the passage of this question which will occur at the coordinated election on November 3, 2015. There is an exception in the Fair Campaign Practices Act that allows local government to formally take a position, either for or against, a ballot question in the form of a resolution.

Question 5A will ask for the continuation of a .125% sales and use tax that has been in place since 2006 and is due to expire next year. The proceeds from this tax are used to support affordable housing in Summit County through the Summit Combined Housing Authority.

1 WHEREAS, the Board has recognized that its goal of providing quality affordable
2 housing in Summit County will only be realized if funding continues to be available to support
3 the construction of new affordable housing, including, but not limited to, workforce housing,
4 rental units, and owner-occupied units; and
5

6 WHEREAS, it is difficult for workers and their families to stay in Summit County given
7 the cost of living, especially housing, and the extension in perpetuity of the 2006 sales and use
8 tax of one-eighth of one percent (.125%) will help retain the local, vibrant character of Summit
9 County by enabling more local residents to remain in Summit County; and
10

11 WHEREAS, these ongoing efforts to improve affordable housing will continue to allow
12 local businesses to keep a quality workforce in the County resulting in a stronger economy and
13 more robust community; and
14

15 WHEREAS, our community made the decision to invest in affordable housing in 2006
16 and we need to continue this important commitment; and
17

18 WHEREAS, the existing tax can be extended and these benefits provided without any
19 increased tax rate or additional taxes beyond existing levels; and
20

21 WHEREAS, the Board has referred ballot question 5A to the registered qualified electors
22 of Summit County regarding the extension and continuing authorization of the one-eighth of one
23 percent sales and use tax levy on an ongoing basis in perpetuity to improve the quality,
24 availability, and affordability of housing in Summit County; and
25

26 WHEREAS, the proposal for approval of an extension of the existing sales and use tax
27 levy will appear on the ballot at the coordinated election to be held on November 3, 2015; and
28

29 WHEREAS, passage of ballot question 5A will allow the Authority to continue its efforts
30 to: (i) provide dwelling accommodations at rental prices or purchase prices within the means of
31 families of low or moderate income, and (ii) provide affordable housing projects or programs for
32 employees of employers located within the jurisdiction of the Authority.
33

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

37 Section 1. The Town Council of the Town of Breckenridge strongly supports the
38 passage of ballot question 5A which will appear on the November 3, 2015 coordinated election
39 ballot, and urges the electors of the Town to vote in favor of such ballot question.

40 Section 2. Adoption of this resolution may be reported or distributed only through
41 established, customary means, other than paid advertising, by which information about other
42 proceedings of the Town Council is regularly provided to the public.
43

44 Section 3. This resolution shall become effective upon its adoption.
45

46 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2015.

TOWN OF BRECKENRIDGE

By: _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk

APPROVED IN FORM

Town Attorney Date

Memorandum

TO: TOWN COUNCIL
FROM: Dale Stein P.E., Assistant Town Engineer
DATE: September 16, 2015
RE: Public Projects Update

Breckenridge Theater

The Breckenridge Theater project is progressing on schedule. Electrical and plumbing rough-ins have started in the area of the southern addition. In the coming weeks, the emergency egress sidewalk on the north side of the building will be prepped for concrete piers and the heated concrete.



Everyone was excited to have the Xcel crew onsite.



Electrical conduit is ready for inspection.

Ice Arena Parking Expansion

The contractor has started preliminary work on the Ice Arena Parking Expansion Project. Base course material has been delivered to the site, and erosion control devices have been installed around the site. Next week, the contractor will begin excavation work on the project. Currently, one row of the parking lot is closed to the public to facilitate construction equipment and materials. The project is scheduled to be completed by late October.



Base course removed from the medians and delivered to the Ice Arena



Erosion control being installed near the old "pump track".

SH 9 Median and Roundabout Section A (Coyne Valley Rd. to Revette Drive)

Construction on the SH 9 Median Beautification Section A Project was completed this week. The contractor placed the remaining concrete last week, and then finished sealing the concrete this week. With the completion of this project, all concrete has now been placed and completed between Revette Drive and the Park Ave Roundabout.



The contractor sealing the concrete near Coyne Valley.



Recently placed concrete in Median "A".

Fairview Roundabout

Construction continues on the Fairview Roundabout. In the last week, grading operations were completed and all of the colored concrete was placed. Bids for the landscaping work in the roundabout will be received on September 21st. Once bids are received and evaluated, staff plans to move forward with the landscaping installation this fall. Landscaping will include a mix of trees and shrubs within the roundabout.



Colored concrete which was placed this week in the roundabout. The concrete matches the color and appearance of the Median "A" Concrete.

Adams & Jefferson Heated Sidewalks

Staff recently awarded the Adams & Jefferson Heated Sidewalks project to Orozco Concrete, a local contractor. Construction is scheduled to begin on September 21st and be completed by October 30th. During construction, there will be lane closures and detours on Adams Ave, Jefferson Ave, and Ridge Street. Additionally, the sidewalks on Adams & Jefferson will be closed to pedestrians.

Blue River Restoration - North of Coyne Valley Road

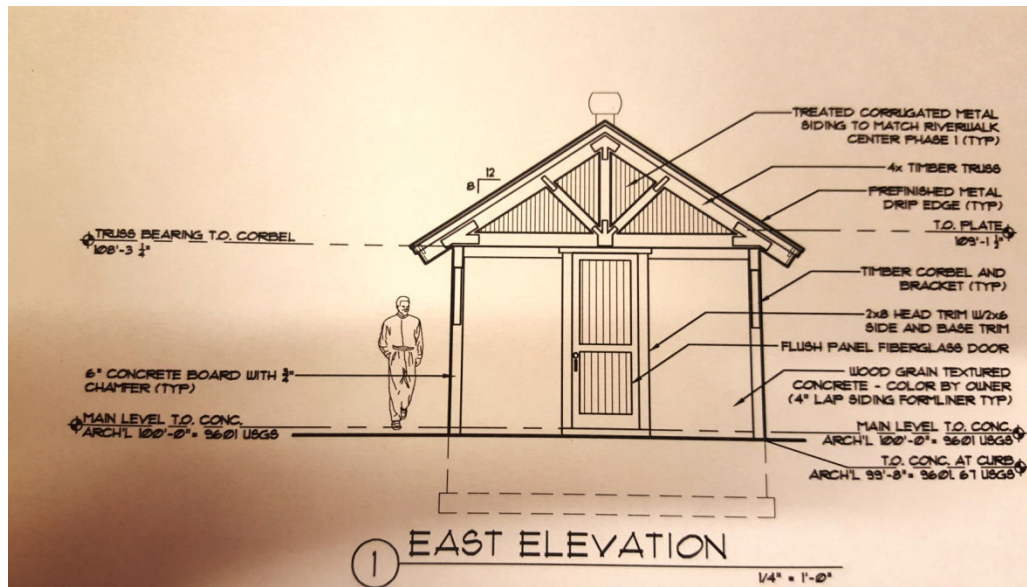
The design and construction drawings for a temporary river channel, north of Coyne Valley Road, were recently completed by Tetra Tech and advertised for contractor bids. The channel is designed to divert the river flows north of Coyne Valle Road to the east of the current river location to allow for the construction of the new river alignment in summer of 2016.



Bid for the temporary channel will be accepted and opened on Friday the 18th. Construction of the temporary channel is scheduled for this fall and the spring of 2016.

Four O'clock Roundabout

Crews from Xcel Energy have begun work this past week on Park Avenue near the Four O'clock Road intersection. Their work consists of installing new gas main lines in Park Avenue from Four O'clock Rd. to Ski Hill Road, and also includes the relocation of the existing gas regulation station in that area.



The crews have completed the assembly of the regulation station and have installed the new station at the final location south of the intersection. A local contractor will begin next week the work to construct the enclosure around the gas station.



The crew has staged new gas pipe and will begin the gas main install in Park Avenue later this week.

Breckenridge Golf Course Irrigation (prepared by Mike Barney)

Please see separate memo prepared by Breckenridge Tourism Office staff.
Update on Irrigation and Bunker Project

A small crew from Landscapes Unlimited (the Contractor) arrived on Monday, August 31. The first week they set up two staging areas and equipment and materials began to arrive. As soon as the Bear course closed (September 8) more workers arrived on site. Work is underway to install the new irrigation system on the Bear course.

The Bunker Crew arrived on September 14 to begin the work of rebuilding the sand bunkers on the Bear course.



Taking delivery of 2000' rolls of 2" HDPE pipe.



The Irrigation Designer stakes the location of the new sprinkler heads.



Ditch for 12" mainline near the driving range tee.



Long section of 8" HDPE pipe fused together and ready to go in the ditch.

MEMO

TO: Mayor & Town Council
FROM: Tim Gagen, Town Manager
DATE: September 17, 2015
SUBJECT: Committee Reports for 9-22-2015 Council Packet

Breckenridge Events Committee **August 5, 2015** **Kim Dykstra**

Events and Activities:

- Oktoberfest – Beer serving will be handled by Breckenridge Rotary on Friday and by Summit Rotary on Saturday in exchange for a donation which should offset the ‘loss’ of product experienced in the past. A video screen outside near Ollie’s will be for viewers to watch college football on Saturday and the NFL game on Sunday. There will be no VIP area set up this year, other than the tent set up for Paulaner on Saturday.
- Ice Castle - Sandy was approached by the Ice Castle group with interest in returning to Breckenridge in 2016 with a smaller footprint along the river bank on the RWC lawn; her interest is to wrap into Ullr Fest and Snow Sculpting to expand to a “Winter Festival” event. Discussion/comments from group included topics such as: water usage, PR concerns, cleaner event premises, esthetics, lawn damage, signage, management of event, resource needs from ToB public works, temperature concerns, pollution, setting boundaries/reining in control, safety, parking, and share of revenue. More research will be conducted and brought to next BEC meeting.
- Winterfest preview: 3–4 week concept, leading with Ullr, incorporating Snow Sculpting, with a “snow” theme, and designed as a destination driver.
- Long term event planning was discussed in terms of ToB event support, specifically with PW; data will be collected and discussed at a future meeting.
- Fall Fest – 2nd year on Oct. 17 at Riverwalk lawn & Tiger Dredge lot, sponsored by BGV.
- New ‘unevent’ is Camp 9600” scheduled for Sept 22-24 on BCA campus; designed for travel and outdoor product marketers, with the theme for 2015 focusing on storytelling.

General Updates and Discussions:

- Temporary Structures - update was given on temporary structures which are being run through the ToB planning commission and eventually will reach Town Council.
- Ad Hoc Lodging - A lodging group is meeting w/BTO to take a look at the increasing request for BTO to purchase lodging for events, sales, PR, etc.
- BTO staff looking into developing a Film, Food and Wine event with an outside vendor in conjunction/cooperation with Breck Film Fest.
- 2016 Summer Master Calendar: USAPC, NRO, BMF, Breck Epic, BIFA, Town Party, etc. were discussed in terms of timing strategy and looking at the whole picture and dates. Utilizing the Riverwalk and commingling of activities needs more in depth study/review. To be discussed at future meeting.
- Ski Area Updates: Overall perspective of Spartan Race has been positive; 2016 dates not yet been confirmed; operational and environmental issues are to be addressed in terms of damage to mountain trails and balance of what is needed, in order to take-out/minimize the risk of damage on the mountain.

Breckenridge Events Committee **September 2, 2015** **Kim Dykstra**

Events and Activities:

- Ice Castle – following a lengthy discussion on pros and cons of the Ice Castles returning to Breckenridge, BEC gave direction to pass on Ice Castles returning unless compelling feedback or reason indicates otherwise.
- Film, Food and Wine – BTO continues efforts to incorporate in efforts to enhance/heighten Film Fest presence (Fall 2016); a third party producer (TTP) will be submitting a proposal to coordinate; BSR is interested in possibly participating. Oktoberfest, Camp 9600 and Film Food and Wine would provide the opportunity to grow September 2016.
- Courage Classic – discussion ensued regarding concerns of bike path congestion, safety, and value to Breckenridge. The July timing of event in concert with other bike events raises concerns surrounding the quality of guest experience as well. It was agreed this will be looked into further.
- Breck Epic – if USAPC returns to Breck in 2016, Breck Epic has announced the same dates and there is potentially a conflict; BTO will contact Mike McCormick to discuss flexibility of Breck Epic dates.

General Updates and Discussions:

Long Term Funding

The current priorities are to complete the revisions to the program, to raise awareness of the program through education, and be able to show the work we've done to improve the program. An educational campaign needs to happen in order to support long term funding. Committee continued to think through pros and cons of a potential November 2016 ballot question for child care. Committee believes that the School District will have a property tax on that ballot. At this time, the majority of the Committee members feel that may be too soon to return to the voters-but would be important to declare early so will continue to discuss.

Next meeting: Wednesday, October 7th at 3:00

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 & Commissioners Meeting	Mayor Warner	Verbal Report
Liquor Licensing Authority*	Helen Cospolich	No Meeting/Report
Wildfire Council	Matt Thompson	No Meeting/Report
Breckenridge Creative Arts	Robb Woulfe	No Meeting/Report
Summit Stage Advisory Board*	James Phelps	No Meeting/Report
Police Advisory Committee	Chief Haynes	No Meeting/Report
CMC Advisory Committee	Tim Gagen	No Meeting/Report
Recreation Advisory Committee	Mike Barney	No Meeting/Report
Housing and Childcare Committee	Laurie Best	No Meeting/Report
Childcare Advisory Committee	Laurie Best	Included
Breckenridge Events Committee	Kim Dykstra	Included
Sustainability Task Force	Mark Truckey	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.*

Executive Summary

August 31, 2015

This report covers the first eight months of 2015. We are currently at 111% of budgeted revenue in the Excise fund (\$1.5M over budget). July sales taxes (received in August) were up from 2014 in most categories. RETT ended August at 117% of the YTD budget and exceeded the prior year's YTD RETT revenue by \$165k.

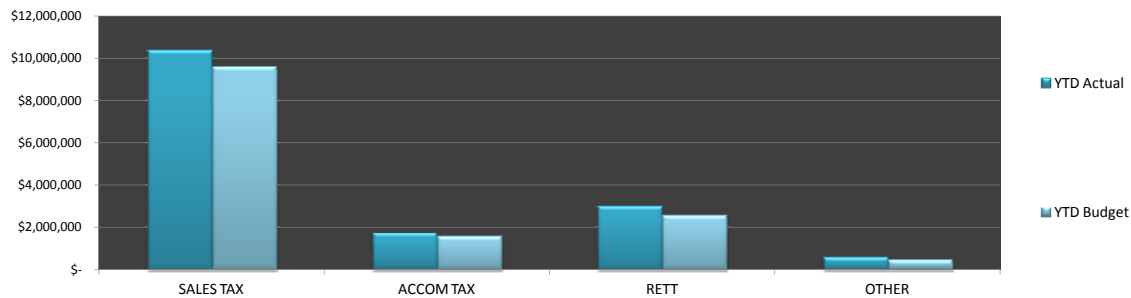
The General Fund 2015 YTD revenues are at 98% of budget and YTD expenses are under budget at 95%.

Other funds are performing according to budget with exceptions noted in the All Funds report narrative.

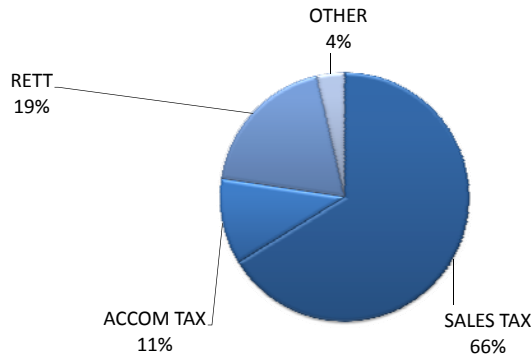
Sales Tax and Real Estate Transfer Tax are ahead of budget (see table below). For more information on tax revenues (by month and business sector), please see the Tax Basics section of the Financials.

Staff will be available at the September 22nd 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	Prior YTD Actual	Prior Annual Actual
SALES TAX	\$ 10,383,509	\$ 9,606,167	108%	\$ 16,991,999	\$ 9,553,866	\$ 16,233,023
ACCOMMODATIONS TAX	1,748,961	1,570,907	111%	2,457,799	1,553,662	2,294,537
REAL ESTATE TRANSFER	2,984,290	2,545,352	117%	4,000,000	2,819,196	4,604,914
OTHER*	566,050	433,422	131%	755,336	431,620	611,701
TOTAL	\$ 15,682,810	\$ 14,155,848	111%	\$ 24,205,134	\$ 14,358,345	\$ 23,744,174

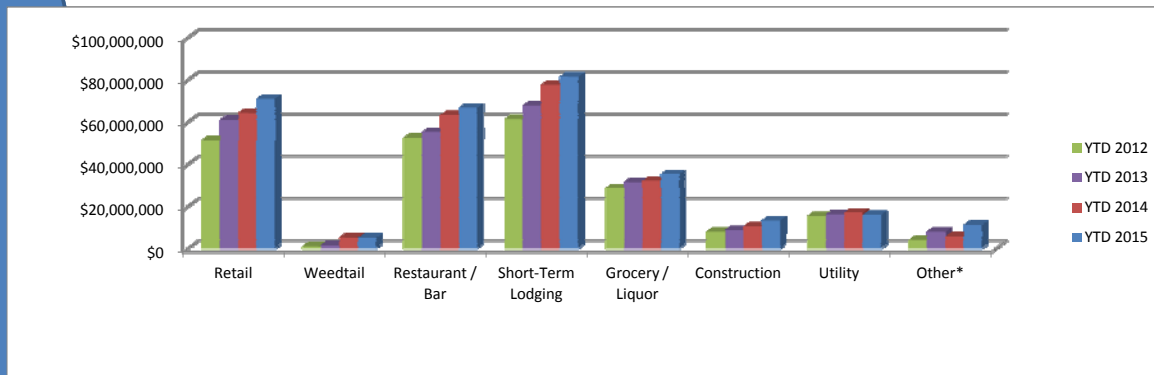
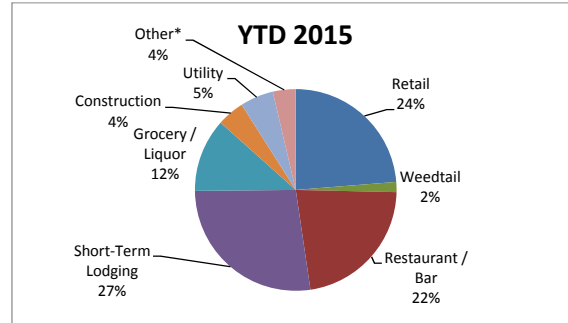
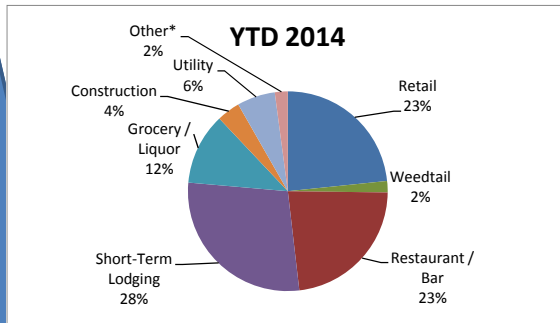
* Other includes Franchise Fees (Telephone, Public Service and Cable), Cigarette Tax, and Investment Income

The Tax Basics

Net Taxable Sales by Industry-YTD

Description	YTD 2012	YTD 2013	YTD 2014	2014		2014/2015		2015
				% of Total	YTD 2015	\$ Change	% Change	
Retail	\$51,011,494	\$60,818,861	\$64,106,730	23.35%	\$70,801,955	\$6,695,225	10.44%	23.73%
Weedtail	\$956,216	\$1,376,434	\$5,052,399	1.84%	\$4,832,054	(\$220,345)	-4.36%	1.62%
Restaurant / Bar	\$52,272,228	\$54,978,019	\$62,994,927	22.95%	\$66,514,225	\$3,519,298	5.59%	22.30%
Short-Term Lodging	\$61,096,844	\$67,638,453	\$77,484,126	28.22%	\$81,158,836	\$3,674,709	4.74%	27.20%
Grocery / Liquor	\$28,406,371	\$31,275,106	\$31,873,358	11.61%	\$35,067,728	\$3,194,370	10.02%	11.75%
Construction	\$7,785,386	\$8,636,577	\$10,373,529	3.78%	\$13,124,461	\$2,750,932	26.52%	4.40%
Utility	\$15,277,743	\$16,123,554	\$16,941,462	6.17%	\$15,806,706	(\$1,134,756)	-6.70%	5.30%
Other*	\$3,831,922	\$7,753,212	\$5,711,098	2.08%	\$11,019,235	\$5,308,138	92.94%	3.69%
Total	\$220,638,205	\$248,600,216	\$274,537,630	100.00%	\$298,325,201	\$23,787,571	8.66%	100.00%

* Other includes activities in Automobiles and Undefined Sales.



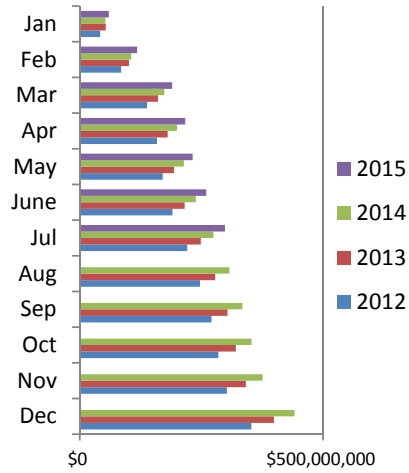
New Items of Note:

- July net taxable sales are currently ahead of 2014 by 7.20%.
- Retail, Short-Term Lodging, and Construction fared better than the aggregate of all sectors.
- Construction was ahead of prior year by 19.76% for July, yet remained behind 2006-2007 #s that ranged from \$2,767,486 - \$2,865,585.
- Weedtail continues to experience a decline: 12.79% versus July of 2014.
- Distribution of disposable bags experienced a 7% decrease as compared to July 2014.

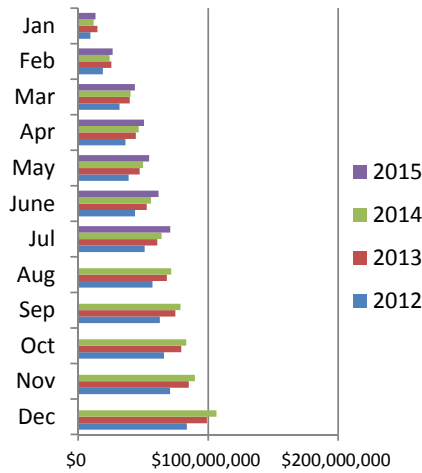
Continuing Items of Note:

- 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 are continually updated as late tax returns are submitted to the Town of Breckenridge. Therefore, you may notice slight changes in prior months, in addition to the reporting for the current month.
- "Other" sales remain high due to returns that have yet to be classified. Staff is still awaiting clarification from the vendor. Much of this category will be reclassified to other sectors as more information becomes available.

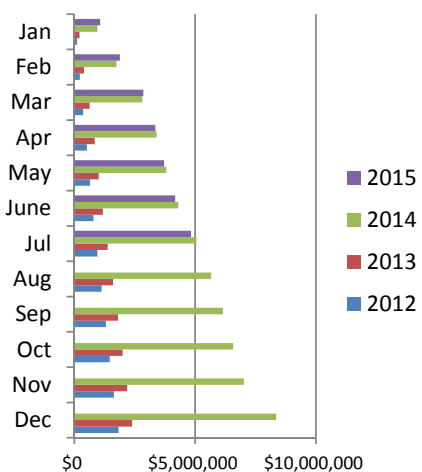
Net Taxable Sales by Sector - Town of Breckenridge Tax Base



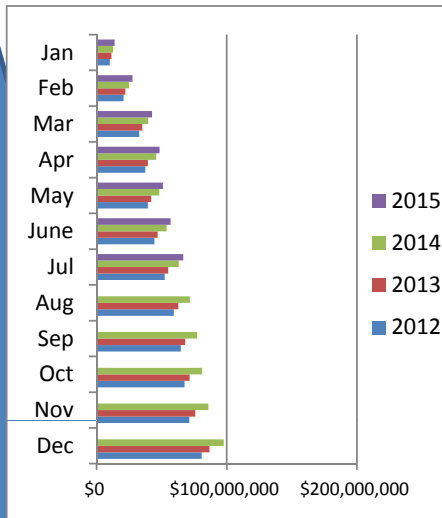
Total Net Taxable Sales					
	2012	2013	2014	2015	% change
					from PY
Jan	\$41,718,482	\$53,336,557	\$52,724,657	\$59,569,109	12.98%
Feb	\$43,279,998	\$47,661,413	\$52,939,129	\$58,268,560	10.07%
Mar	\$53,068,463	\$59,665,211	\$67,965,294	\$71,914,045	5.81%
Apr	\$20,550,689	\$19,835,788	\$25,846,590	\$26,946,379	4.26%
May	\$11,552,549	\$13,043,792	\$14,128,619	\$15,067,726	6.65%
June	\$20,161,932	\$21,824,324	\$24,926,036	\$27,958,601	12.17%
Jul	\$30,306,091	\$33,233,133	\$36,007,304	\$38,600,781	7.20%
Aug	\$26,378,253	\$29,614,066	\$32,751,065	\$0	n/a
Sep	\$23,534,713	\$25,136,536	\$26,812,435	\$0	n/a
Oct	\$14,052,583	\$17,154,744	\$18,848,441	\$0	n/a
Nov	\$17,500,298	\$20,680,131	\$22,696,886	\$0	n/a
Dec	\$50,233,000	\$57,510,396	\$65,657,859	\$0	n/a
Total	\$352,337,052	\$398,696,089	\$441,304,316	\$298,325,201	



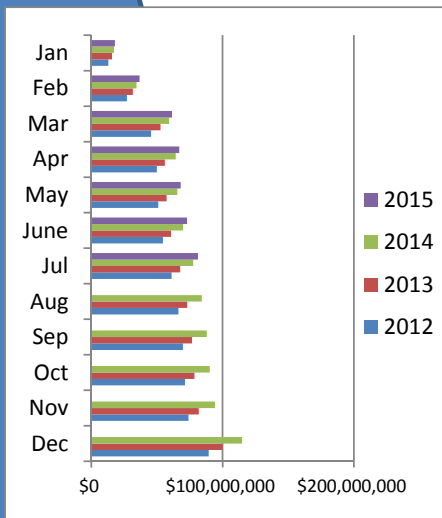
Retail					
	2012	2013	2014	2015	% change
					from PY
Jan	\$9,332,951	\$14,740,883	\$11,850,499	\$13,216,760	11.53%
Feb	\$9,561,486	\$10,714,990	\$12,310,424	\$13,171,265	6.99%
Mar	\$12,894,030	\$14,200,123	\$16,101,048	\$17,228,884	7.00%
Apr	\$4,535,877	\$4,640,272	\$6,188,967	\$6,913,292	11.70%
May	\$2,460,868	\$2,945,458	\$3,424,705	\$3,924,675	14.60%
June	\$4,935,052	\$5,421,774	\$6,132,569	\$7,312,242	19.24%
Jul	\$7,291,230	\$8,155,359	\$8,098,518	\$9,034,837	11.56%
Aug	\$6,103,157	\$7,322,388	\$7,367,221	\$0	n/a
Sep	\$5,600,950	\$6,540,887	\$7,118,054	\$0	n/a
Oct	\$3,253,812	\$4,563,566	\$4,476,941	\$0	n/a
Nov	\$4,647,092	\$5,843,691	\$6,609,157	\$0	n/a
Dec	\$12,981,465	\$13,828,152	\$16,658,333	\$0	n/a
Total	\$83,597,969	\$98,917,546	\$106,336,436	\$70,801,955	



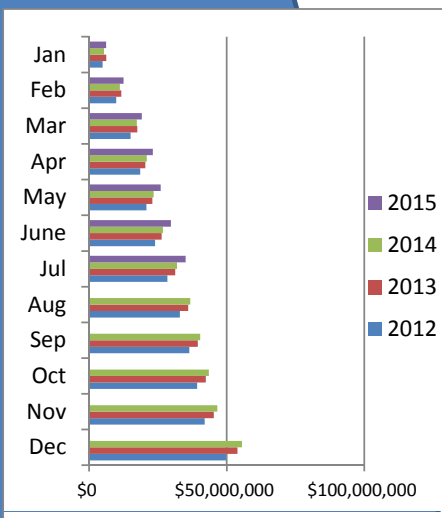
Weedtail					
	2012	2013	2014	2015	% change
					from PY
Jan	\$112,836	\$213,016	\$951,609	\$1,069,983	12.44%
Feb	\$112,024	\$182,322	\$787,796	\$809,146	2.71%
Mar	\$138,857	\$236,589	\$1,068,198	\$976,179	-8.61%
Apr	\$151,697	\$207,583	\$597,513	\$496,701	-16.87%
May	\$130,681	\$165,344	\$397,864	\$357,902	-10.04%
June	\$143,525	\$173,564	\$493,672	\$463,026	-6.21%
Jul	\$166,596	\$198,017	\$755,747	\$659,118	-12.79%
Aug	\$167,634	\$226,347	\$612,329	\$0	n/a
Sep	\$180,635	\$203,715	\$482,512	\$0	n/a
Oct	\$160,677	\$189,368	\$425,385	\$0	n/a
Nov	\$171,386	\$192,819	\$443,172	\$0	n/a
Dec	\$189,064	\$205,254	\$1,336,055	\$0	n/a
Total	\$1,825,612	\$2,393,937	\$8,351,852	\$4,832,054	



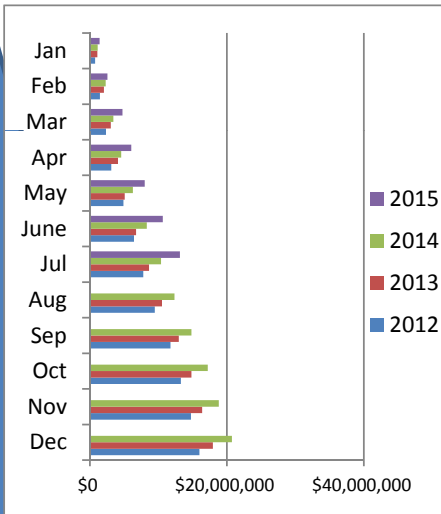
Restaurant / Bar					
	2012	2013	2014	2015	% change from PY
Jan	\$10,000,475	\$11,273,850	\$12,478,726	\$13,774,684	10.39%
Feb	\$10,576,852	\$10,704,428	\$12,289,846	\$13,739,086	11.79%
Mar	\$12,086,391	\$12,967,189	\$14,799,479	\$14,986,994	1.27%
Apr	\$4,662,012	\$4,310,574	\$6,133,751	\$5,761,096	-6.08%
May	\$1,975,658	\$2,552,517	\$2,367,636	\$2,610,016	10.24%
Jun	\$5,006,301	\$5,004,564	\$5,648,526	\$5,893,822	4.34%
Jul	\$7,964,540	\$8,164,898	\$9,276,963	\$9,748,527	5.08%
Aug	\$6,905,724	\$7,690,278	\$8,714,972	\$0	n/a
Sep	\$5,423,426	\$5,254,681	\$5,471,492	\$0	n/a
Oct	\$2,924,663	\$3,457,580	\$3,772,601	\$0	n/a
Nov	\$3,613,665	\$4,385,744	\$4,899,826	\$0	n/a
Dec	\$9,534,760	\$10,871,039	\$11,728,928	\$0	n/a
Total	\$80,674,467	\$86,637,342	\$97,582,746	\$66,514,225	



Short-Term Lodging					
	2012	2013	2014	2015	% change from PY
Jan	\$12,980,188	\$15,698,448	\$17,232,658	\$17,887,508	3.80%
Feb	\$14,098,863	\$15,860,278	\$17,188,560	\$18,848,748	9.66%
Mar	\$18,334,344	\$21,150,210	\$24,836,984	\$24,742,656	-0.38%
Apr	\$4,477,551	\$3,303,068	\$4,958,420	\$5,425,244	9.41%
May	\$1,088,308	\$1,263,021	\$1,285,010	\$1,172,016	-8.79%
Jun	\$3,498,126	\$3,489,236	\$4,331,326	\$4,790,395	10.60%
Jul	\$6,619,464	\$6,874,194	\$7,651,167	\$8,292,268	8.38%
Aug	\$5,172,991	\$5,384,872	\$6,665,736	\$0	n/a
Sep	\$3,501,612	\$3,680,342	\$3,794,575	\$0	n/a
Oct	\$1,495,331	\$1,780,132	\$2,321,548	\$0	n/a
Nov	\$2,764,095	\$3,266,469	\$3,795,658	\$0	n/a
Dec	\$15,265,907	\$18,079,402	\$20,755,626	\$0	n/a
Total	\$89,296,780	\$99,829,670	\$114,817,270	\$81,158,836	



Grocery / Liquor					
	2012	2013	2014	2015	% change from PY
Jan	\$4,857,276	\$6,202,934	\$5,396,830	\$6,118,110	13.36%
Feb	\$4,962,402	\$5,467,845	\$5,757,737	\$6,366,200	10.57%
Mar	\$5,219,990	\$5,782,332	\$6,142,330	\$6,618,286	7.75%
Apr	\$3,469,430	\$2,961,839	\$3,595,478	\$4,015,647	11.69%
May	\$2,309,947	\$2,527,526	\$2,494,945	\$2,825,188	13.24%
Jun	\$3,097,820	\$3,378,083	\$3,390,191	\$3,735,382	10.18%
Jul	\$4,489,506	\$4,954,547	\$5,095,848	\$5,388,915	5.75%
Aug	\$4,540,829	\$4,724,946	\$4,876,297	\$0	n/a
Sep	\$3,404,220	\$3,465,662	\$3,605,574	\$0	n/a
Oct	\$2,855,324	\$2,930,066	\$3,098,294	\$0	n/a
Nov	\$2,778,270	\$2,869,441	\$3,093,792	\$0	n/a
Dec	\$7,705,640	\$8,615,254	\$8,968,840	\$0	n/a
Total	\$49,690,652	\$53,880,474	\$55,516,155	\$35,067,728	

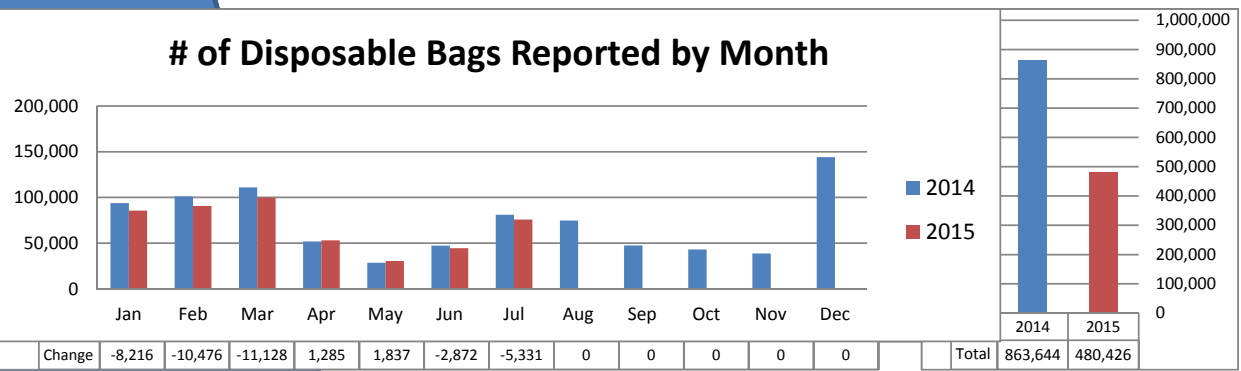


Construction					
	2012	2013	2014	2015 from PY	% change
Jan	\$752,255	\$1,072,239	\$1,129,003	\$1,414,514	25.29%
Feb	\$703,811	\$964,673	\$1,171,370	\$1,137,268	-2.91%
Mar	\$881,518	\$1,008,645	\$1,121,396	\$2,206,512	96.76%
Apr	\$779,206	\$1,055,938	\$1,140,743	\$1,265,583	10.94%
May	\$1,761,256	\$978,334	\$1,699,762	\$1,961,340	15.39%
Jun	\$1,540,822	\$1,653,588	\$2,027,078	\$2,643,257	30.40%
Jul	\$1,366,520	\$1,903,161	\$2,084,178	\$2,495,987	19.76%
Aug	\$1,670,785	\$1,870,078	\$1,969,423	\$0	n/a
Sep	\$2,297,356	\$2,454,362	\$2,474,159	\$0	n/a
Oct	\$1,521,388	\$1,858,158	\$2,372,139	\$0	n/a
Nov	\$1,482,393	\$1,555,679	\$1,623,898	\$0	n/a
Dec	\$1,226,412	\$1,568,060	\$1,905,449	\$0	n/a
Total	\$15,983,720	\$17,942,915	\$20,718,596	\$13,124,461	

Disposable Bag Fees

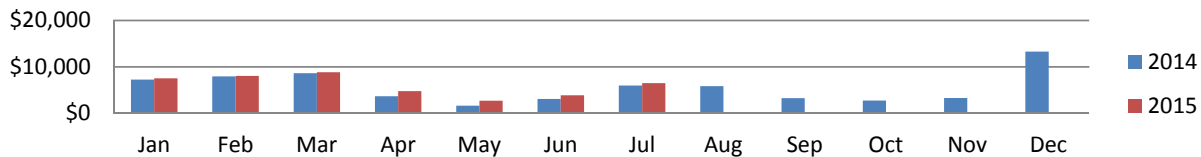
The Town adopted an ordinance April 9, 2013 (effective October 15, 2013) to discourage the use of disposable bags, achieving a goal of the SustainableBreck Plan. The \$.10 fee applies to most plastic and paper bags given out at retail and grocery stores in Breckenridge. The program is intended to encourage 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.

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.

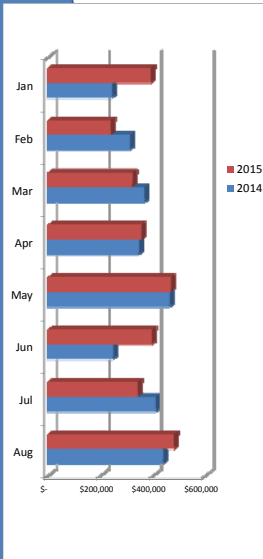
Real Estate Transfer Tax

New Items of Note:

- Revenue for the month of August was ahead of prior year by 9.96%, and surpassed the monthly budget by \$27,184.
- Year to date, revenue is ahead of prior year by 6.52%, and has surpassed budget by \$439,112 (as of 8/31/15).
- Single Family Home sales currently account for the majority of the sales (35.92%), with Condominiums representing the next highest sales (29.36%) subject to the tax.

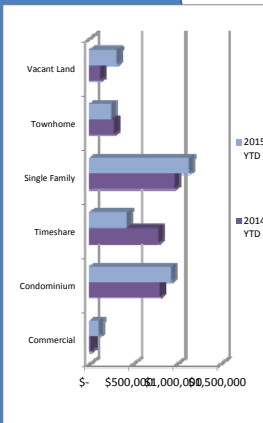
Continuing Items of Note:

- 2015 Real Estate Transfer Tax budget is based upon the monthly distribution for 2013.

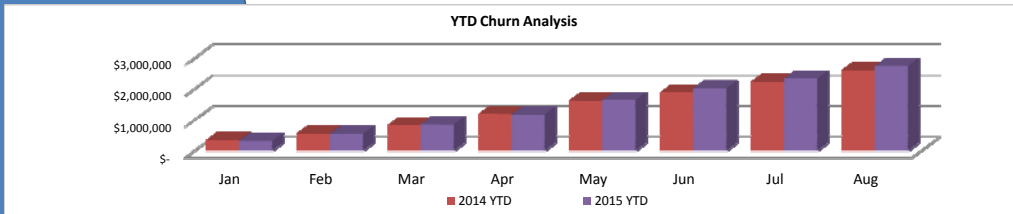


Total RETT						
	2013	2014	2015	% change	2015 Budget	+/- Budget
Jan	\$358,948	\$242,770	\$390,189	60.72%	\$321,765	\$68,424
Feb	\$234,357	\$311,353	\$239,023	-23.23%	\$210,080	\$28,943
Mar	\$281,202	\$367,107	\$320,123	-12.80%	\$252,073	\$68,050
Apr	\$380,279	\$343,886	\$352,876	2.61%	\$340,887	\$11,989
May	\$446,840	\$461,783	\$465,365	0.78%	\$400,553	\$64,812
Jun	\$259,659	\$246,452	\$395,675	60.55%	\$232,761	\$162,914
Jul	\$373,510	\$409,671	\$341,927	-16.54%	\$334,819	\$7,108
Aug	\$504,694	\$436,174	\$479,287	9.88%	\$452,414	\$26,873
Sep	\$509,838	\$463,305	\$191,269	-58.72%	\$457,025	-\$265,756
Oct	\$381,475	\$495,973	\$0	n/a	\$341,959	n/a
Nov	\$403,015	\$387,739	\$0	n/a	\$361,268	n/a
Dec	\$328,416	\$438,700	\$0	n/a	\$294,396	n/a
Total	\$4,462,232	\$4,604,914	\$3,175,733		\$4,000,000	\$173,356

*September #s are as of 09/13/2015



by Category					
Description	2014 YTD	2015 YTD	\$ change	% change	% of Total
Commercial	\$ 15,297	\$ 110,015	94,718	619.21%	3.46%
Condominium	799,301	931,963	132,662	16.60%	29.34%
Timeshare	790,162	430,315	(359,848)	-45.54%	13.55%
Single Family	970,816	1,140,746	169,930	17.50%	35.92%
Townhome	279,434	248,067	(31,367)	-11.23%	7.81%
Vacant Land	126,828	315,049	188,222	148.41%	9.92%
Total	\$ 2,981,838	\$ 3,176,155	194,317	6.52%	100.00%



General Fund Revenues Summary

August 31, 2015

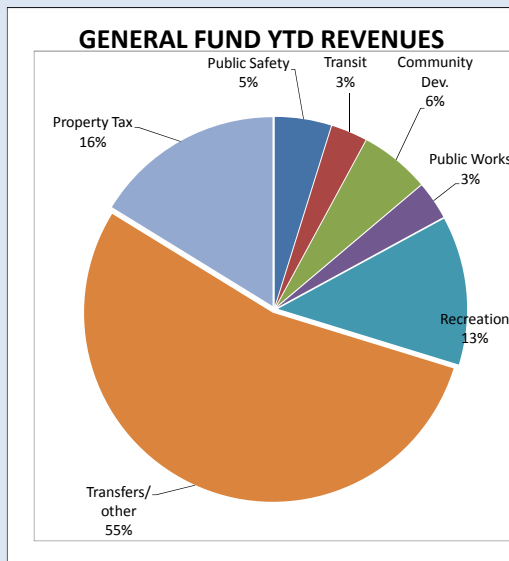
These next two pages report on 2015 year to date financials for the General Fund. This area contains most "Government Services," such as public works, police, planning, recreation facilities, and administrative function.

General Fund Revenue: At the end of August, the Town's General Fund was at 98% of YTD budget (\$15.9M actual vs. \$16.1M budgeted). Most departments are performing ahead of budget. The negative variance is due to timing-the closing of a budgeted property sale (\$999k) was budgeted to occur earlier in the year but did not take place until September.

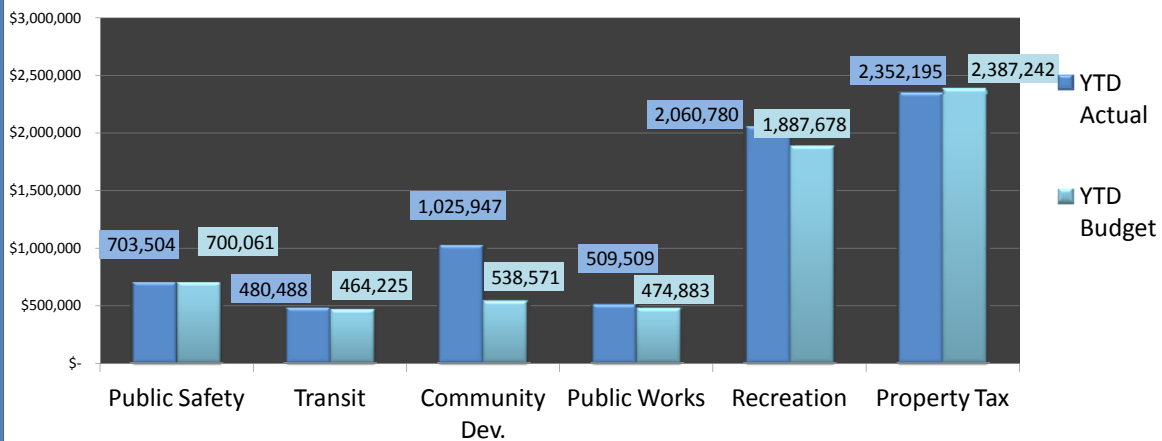
Community Development department is over 200% of 2015 budget due to building permit and plan check fees. See "Other Info" section at the end of the financials for more information.

Parking revenues also ended the season ahead of budget.

Recreation is \$170k ahead of budget primarily due to personal trainer fees, general admission, and resident pass sales.



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



General Fund Expenditures Summary

August 31, 2015

The General Fund at August 31, 2015 is at 95% of budgeted expense (\$15.3M actual vs. \$16.1M budgeted). The below graphs represent the cost of providing the services contained in this fund (Public Safety, Transit, Recreation, Public Works, Community Development, and Administration).

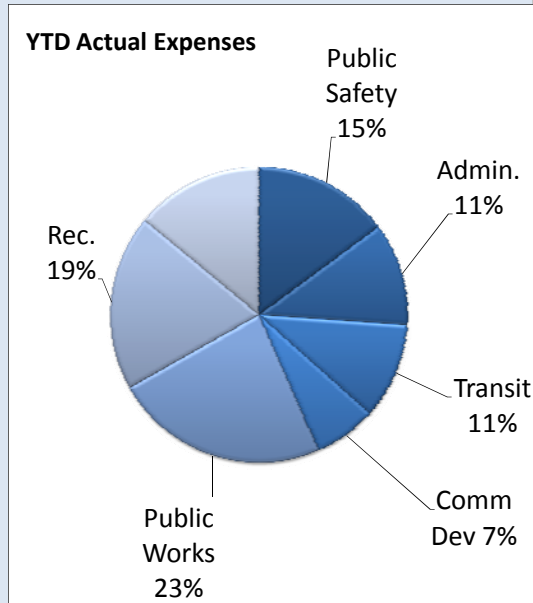
Variance Explanations:

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

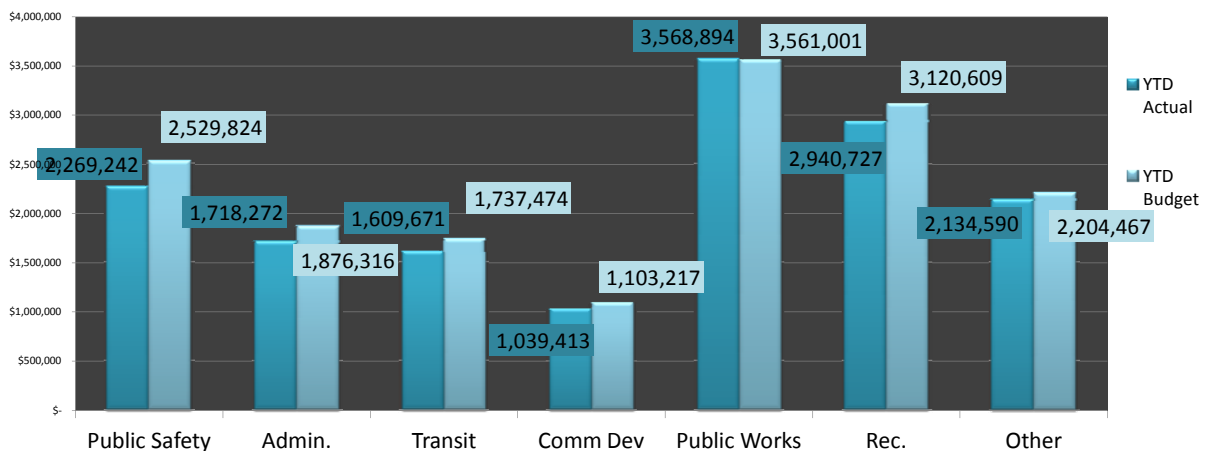
Transit under budget due to wages.

Recreation under budget primarily due to wages (open positions) and contracted services (janitorial, etc.)

Public Works over budget due to timing-Parks (seed and planting materials) and Facilities (repair and maintenance-expenses paid awaiting insurance reimbursements) over budget for the YTD, but under annual budget.



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



Combined Statement of Revenues and Expenditures

All Funds August 31, 2015

REVENUE	YTD Actual	YTD Budget	% of YTD Bud.	Annual Bud.
General Governmental				
1 Gen/Excise/MMJ/Child Cr/Spec Prj	\$ 23,510,857	\$ 22,225,267	106%	\$ 34,519,263
2 Special Revenue	6,441,896	7,790,796	83%	11,702,958
3 Internal Service	2,397,849	2,346,009	102%	3,553,915
4 Subtotal General Governmental	\$ 32,350,602	\$ 32,362,072	100%	\$ 49,776,136
5 Capital Projects	2,522,417	269,850	935%	993,504
Enterprise Funds				
6 Utility Fund	2,893,259	2,820,519	103%	4,404,429
7 Golf	1,899,726	1,878,974	101%	2,205,624
8 Cemetery	16,713	16,744	100%	25,116
9 Subtotal Enterprise Funds	\$ 4,809,698	\$ 4,716,237	102%	\$ 6,635,169
10 TOTAL REVENUE	39,682,718	37,348,159	106%	57,404,809
11 Internal Transfers	22,806,926	22,762,451	100%	29,478,911
12 TOTAL REVENUE incl. x-fers	\$ 62,489,644	\$ 60,110,610	104%	\$ 86,883,720
EXPENDITURES				
	YTD Actual	YTD Budget	% of Bud.	Annual Bud.
General Governmental				
1 Gen/Excise/MMJ/Child Cr/Spec Prj	\$ 18,881,087	\$ 22,228,693	85%	\$ 30,987,266
2 Special Revenue	11,761,639	14,835,944	79%	21,487,694
3 Internal Service	2,065,635	2,493,697	83%	3,972,553
4 Subtotal General Governmental	\$ 32,708,360	\$ 39,558,334	83%	\$ 56,447,513
5 Capital Projects	3,890,374	6,930,952	56%	6,930,952
Enterprise Funds				
6 Utility Fund	1,998,134	3,018,038	66%	4,694,279
7 Golf	1,195,940	3,053,412	39%	3,645,490
8 Cemetery	0	47,809	0%	52,333
9 Subtotal Enterprise Funds	\$ 3,194,074	\$ 6,119,259	52%	\$ 8,392,102
10 TOTAL EXPENDITURES	39,792,808	52,608,545	76%	71,770,567
11 Internal Transfers	22,806,910	22,762,751	100%	29,479,211
12 TOTAL EXPENDITURES incl. x-fers	\$ 62,599,718	\$ 75,371,296	83%	\$ 101,249,778
13 TOTAL REVENUE less EXPEND.	\$ (110,074)	\$ (15,260,686)	N/A	\$ (14,366,058)

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, 2015

The YTD breakdown of the revenue/expenses variances is as follows:

Governmental Funds:

General Fund:

- Revenue:
 - Under budget by \$250k due to timing-see General Fund Revenue page for more detail.
- Expense:
 - Under budget by \$852k. See General Fund Expense page of this report for more details.

Excise Fund:

- Revenue:
 - Ahead of budget by \$1.5M-see Executive Summary or Tax Basics for more information.

Capital Fund:

- Revenue:
 - The Combined Statement does not include transfers (appx. \$5M). Appears to be ahead of budget, but is primarily a timing issue. Summit County contributions to the Breckenridge Grand Vacation Community Center were received in 2015 but budgeted in 2013.
- Expense:
 - Under budget due to timing: expenditures budgeted at 100% but spending varies over the duration of the projects.

Special Revenue Funds:

- Revenue:
 - Marketing Fund ahead of budget due to business licenses, sales tax, and accommodations tax.
 - Affordable Housing under budget due to timing: Pinewood 2 tax credit rebates budgeted but will not be received until 2017.
- Expense:
 - Affordable Housing and Open Space under budget due to capital expenditures which have not yet taken place.

Enterprise Funds:

Utility:

- Expense:
 - Under budget due to capital expenditures which have not yet taken place.

Golf:

- Expense:
 - Under budget due to capital expenditures which have not yet taken place.

Internal Service Funds:

- Revenue:
 - Ahead of budget due to insurance recoveries
- Expense:
 - Under budget due to timing of capital expenditures

Fund Descriptions:

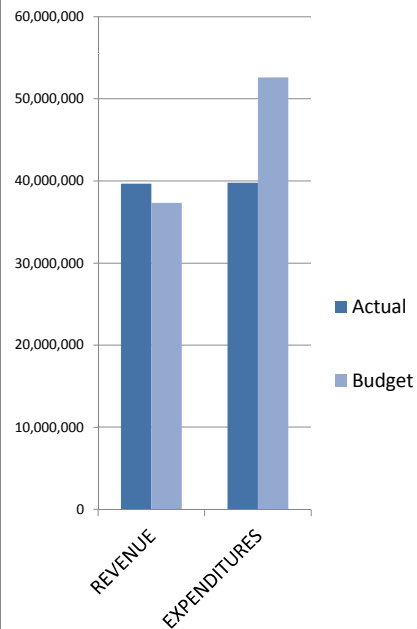
General Governmental - General, Excise, Capital, Special Projects, Child Care, Marijuana

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

Enterprise Funds: Golf, Utility, Cemetery

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

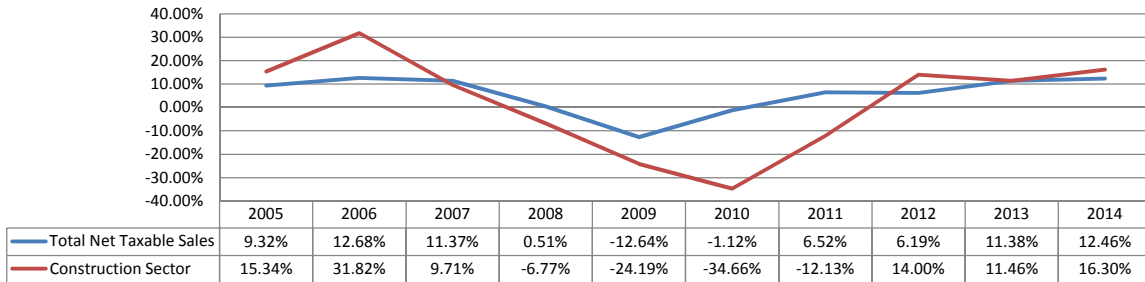
YTD Actual Revenues and Expenditures vs. Budget



Construction Industry Detail

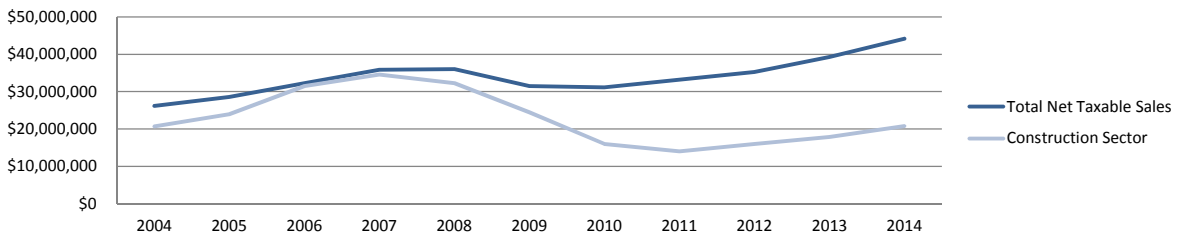
The purpose of this month's "Other Information" section is to report on the activities of the construction industry. The information below reflects category trends and compares the overall decline/recovery trends to overall net taxable sales. Analysis of the data indicates that the decline in this sector was greater than the local economy as a whole. While we saw a jump in building activity in 2011 (which related to supply sales in 2011-2012), the overall recovery lagged behind the recovery of other sectors and has yet to exceed our pre-recession all time highs. Beginning in 2011 through 2015, the increases in sales of construction supplies over prior year did begin to surpass net taxable sales as a whole. Also below are statistics regarding the changes in the number and valuation of building permits year over year by quarter.

% Change in Net Taxable Sales Over Prior Year

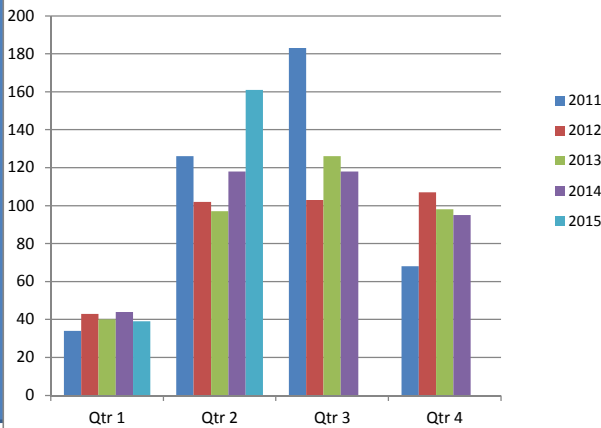


Net Taxable Sales Comparison

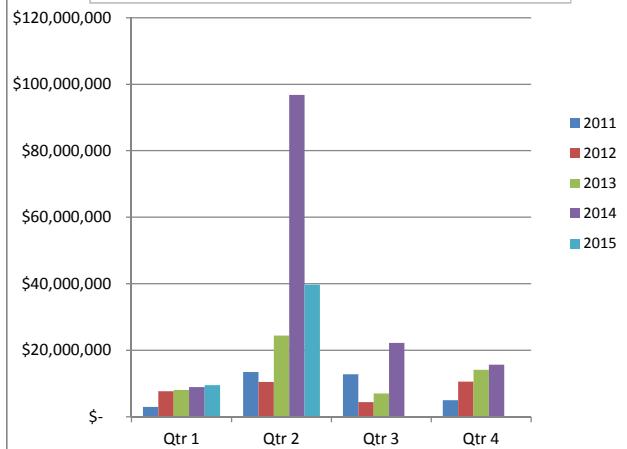
*Note that Total Net Taxable Sales has been divided by 10 for the sake of comparison



Number of Building Permits per Quarter 2011-2015 YTD



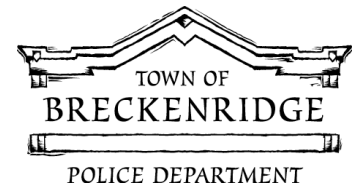
Valuations per Building Permits by Quarter 2011-2015 YTD



Note re: Q3 2011 number of building permits included 62 residential alterations/remodels.

Note re: Q2 2014 valuations-included two large projects: Breck Grand Vacations Peak 8 and Water House On Main Bldg F.

Note re: Q2 2015 number of building permits included 77 residential alterations/remodels.



MEMORANDUM

To: Mayor and Town Council
From: Shannon Haynes, Chief of Police
Date: September 16, 2015
Subject: Comprehensive Parking & Transit Plan Update

As noted in my previous update, the Parking and Transit Taskforce planned to meet on Tuesday, September 15th to discuss a variety of topics related to transit enhancements. The meeting took place as planned and topics included: late night service, public/private shuttle partnerships, and a downtown circulator route.

Late Night Service & Shuttles

Overwhelmingly the group agreed there is a need to offer some type of late night transit service for both employees and late night bar patrons. While the Summit Stage offers service until 1:30am, the FreeRide service ends at 11:30pm and neither service runs until bar closing. The gap in service leaves some employees with no option except to drive a vehicle to work. Further, late night patrons are often left with limited transportation options at bar closing.

When discussing late night, as well as early morning employee needs, the group considered the need to incorporate public/private partnerships into the Comprehensive plan. While it is likely cost prohibitive and a poor use of resources to run transit buses for late night/early morning riders, there may be an effective way to combine resources to achieve our goals.

As a result, the next Parking & Taskforce meeting will be a joint meeting with shuttle operators. At that time the combined group will have an opportunity to brainstorm creative partnership ideas. Police Department staff will coordinate this meeting.

Circulator

While discussing enhanced transit routes, the taskforce turned again to the concept of a downtown circulator. There was strong support for a trolley-like circulator that could be introduced on the Orange Route given that this route exists primarily in the downtown core. The Town currently has a grant to cover the replacement cost of two of our buses. For an additional \$85,000 the Town could upgrade one of those new buses to a trolley. The taskforce is supportive of upgrading to the trolley and using it in the orange route. They believe this would have a high visibility impact to our guests and locals and encourage more use of that current orange route in the core of Town.

Route Renaming

The 2009 Transit Master Plan included a recommendation to change the transit route names to better reflect the actual route. There will be more discussion on this in the future.

Staff will be available on Tuesday, September 22nd to answer questions and receive feedback.

Memo

To: Town Council Members
From: Michael Barney, Director of Recreation
CC: Tim Gagen, Rick Holman
Date: 9/10/2015
Re: Potential formation of Golf Advisory Committee

At the Town Council work session on August 25, 2015, council received a letter from a citizen outlining some concerns and making a request for council to consider the formation of a Golf Advisory Committee. Council directed staff to bring the matter for discussion at a future Town Council work session.

The original and current contract with the Independent Contractor responsible for managing golf club operations does include the option for the creation of such an advisory committee, though that option has not been pursued in the history of the course's operations. Staff does not recall any previous requests from citizens for the formation of such an advisory committee.

Whereas the Golf Course Maintenance Division of the Town was integrated into the Recreation Department in 2012, and the operations of the Gold Run Nordic Center continue to be a Division of the department, staff believes that there is an opportunity to include golf course matters within the existing Recreation Department Advisory Committee, if council elects to pursue this citizen request.

The existing Recreation Department Advisory Committee is currently comprised of seven community members with one additional vacant seat designated for a youth member. The department is currently recruiting a new member for that seat as the former youth representative has left the community this past August to attend university. Of the seven current members, two are frequent users of the Breckenridge Golf Club. The committee meets regularly every other month to advise department leadership on a variety of issues including recreation center operations, ice arena operations, department programming, strategic planning, and parks related matters. I believe the addition of golf course matters would align well with the committee's overall responsibilities and would not cause any additional challenges for the group.

Erroll Miller and I will both be in attendance at the council work session on September 22nd to address any questions that you may have as you discuss this matter.



TOWN OF BRECKENRIDGE
RED, WHITE & BLUE FIRE PROTECTION DISTRICT BOARD

Tuesday, September 22nd, 2015

- The new I.S.O. rating obtained by R.W & B. and what it means to the community.
- Accreditation what it is and what it means to the Fire Dept. and the services it provides.
- Future direction of wildfire mitigation efforts.
- Discussion on planned water supply upgrades in the Breckenridge area.
- EMS – Statistics on medical calls for service; Consideration of type(s) of vehicles used for medical response (SUV); Plans for mini-station on Peak 8.
- Progress with insurance companies in their underwriting practices in Summit County.