



BRECKENRIDGE TOWN COUNCIL WORK SESSION

Tuesday, March 08, 2016; 1:30 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.*

1:30pm	I	<u>PINEWOOD II PREVIEW TOUR (1:30 PM)</u>	
3:00-3:10pm	II	<u>PLANNING COMMISSION DECISIONS</u>	2
3:10-4:00pm	III	<u>LEGISLATIVE REVIEW*</u>	
		Lift Ticket Tax Ordinance	14
		Ordinance to Approve Lincoln Park Easements	31
		Marvel House Landmarking	49
		Marijuana Ordinance	53
		Temporary Tent Ordinance	56
4:00-4:30pm	IV	<u>MANAGERS REPORT</u>	
		Public Projects Update	59
		Housing/Childcare Update	
		Committee Reports	64
4:30-5:00pm	V	<u>OTHER</u>	
		Breckenridge Heritage Alliance Project Update	67
5:00-6:00pm	VI	<u>PLANNING MATTERS</u>	
		SustainableBreck Annual Report	69
		BreckConnect Gondola Summer Hours of Operation	97
6:00pm	VII	<u>EXECUTIVE SESSION - CONFIDENTIAL DISCUSSION WITH THE TOWN ATTORNEY, INVESTIGATIONS AND NEGOTIATIONS</u>	

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: February 17, 2016

Re: Planning Commission Decisions of the February 16, 2016, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF February 16, 2016:

CLASS C APPLICATIONS:

- 1) Miles Residence (CL) PL-2016-0021; 2289 Highlands Drive
Construct a new, single family home with 4 bedrooms, 4.5 bathrooms, 3,510 sq. ft. of density and 4,302 sq. ft. of mass for a F.A.R. of 1:12.65. *Approved.*
- 2) Budzynski Residence (CK) PL-2016-0044; 540 Highlands Drive
Construct a new, single family home with 5 bedrooms, 5.5 bathrooms, 4,412 sq. ft. of density and 5,676 sq. ft. of mass for a F.A.R. of 1:76.13. *Approved.*

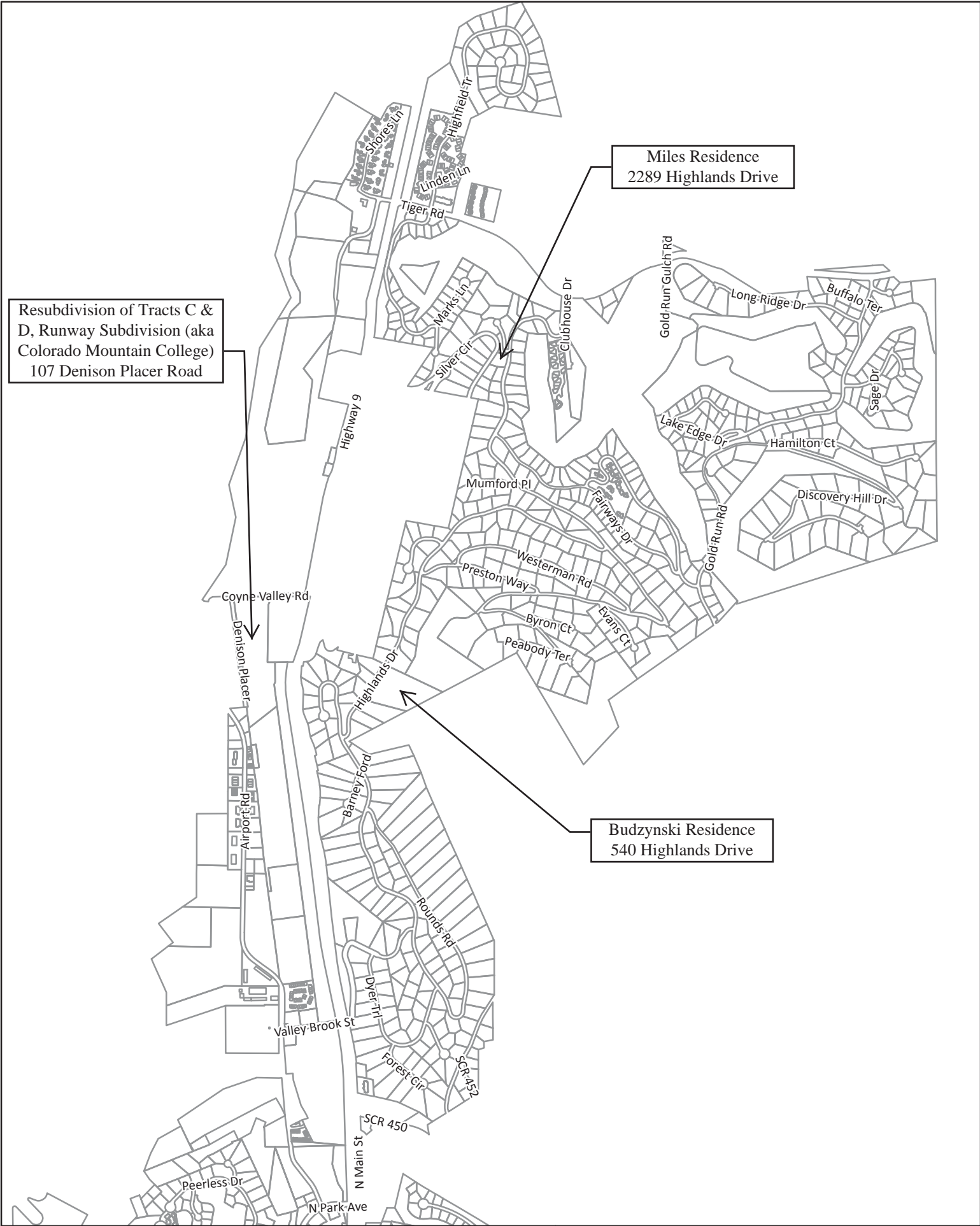
CLASS B APPLICATIONS:

- 1) AT&T Gold Creek Condominium Modification (MM) PL-2016-0016; 326 North Main Street
Install permanent screening for the existing temporary canvas screened wireless antennae array. *Approved.*
- 2) Resubdivision of Tracts C & D, Runway Subdivision (aka Colorado Mountain College) (JP) PL-2016-0038; 107 Denison Placer Road
Resubdivide Tracts C and D to create one new tract (Tract D-2) for a total of three tracts. *Approved.*
- 3) Pho Real Large Vendor Cart (CK) PL-2016-0023; 429 North Park Avenue
Install a 96 sq. ft. large vendor cart and deck, with potted evergreen trees and outside seating for customers, on a section of paved parking of the undeveloped Parcel A, Parkway Center Sub. *Approved.*

CLASS A APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

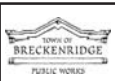
OTHER: None.



Resubdivision of Tracts C & D, Runway Subdivision (aka Colorado Mountain College)
107 Denison Placer Road

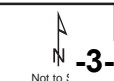
Miles Residence
2289 Highlands Drive

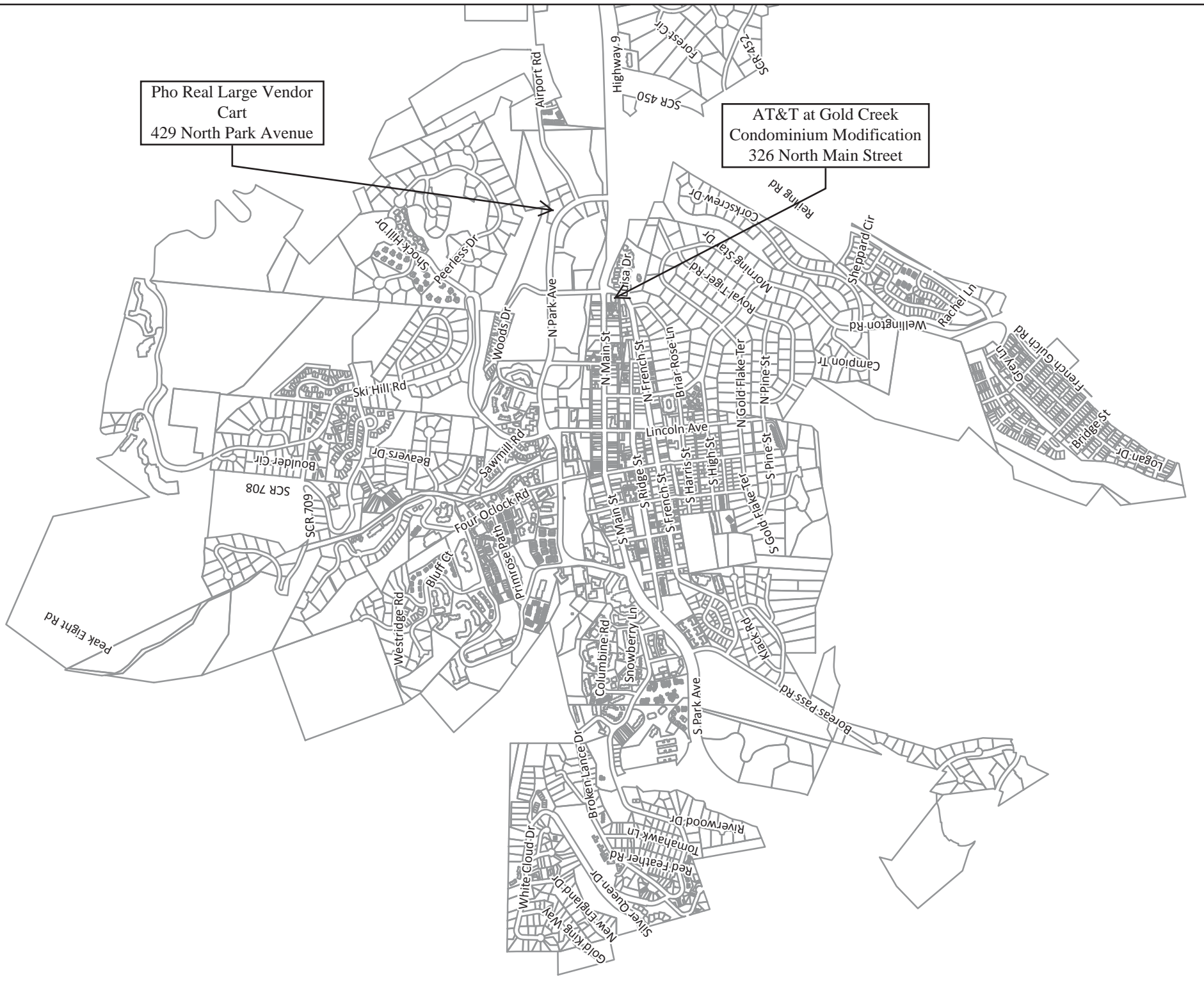
Budzynski Residence
540 Highlands Drive



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Breckenridge North





Pho Real Large Vendor
Cart
429 North Park Avenue

AT&T at Gold Creek
Condominium Modification
326 North Main Street



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Breckenridge South



PLANNING COMMISSION MEETING

The meeting was called to order at 7:00 pm

ROLL CALL

Ron Schuman Dan Schroder Jim Lamb
Gretchen Dudney Christie Mathews-Leidal Mike Giller
Dave Pringle
Mayor John Warner, Town Council

APPROVAL OF MINUTES

With no changes, the February 16, 2016, Planning Commission Minutes were approved as presented.

APPROVAL OF AGENDA

With no changes, the March 1, 2016, Planning Commission Agenda was approved as presented.

TOWN COUNCIL REPORT:

Mr. Warner:

- Capital projects: The Iron Springs highway project will happen this summer. Despite the fact that the highway department forgot that the portion of the hill down to Frisco will need to be widened as well; they are trying to figure that out now.
- Several meetings on Feb 18 with the parking consultants. In April the consultants will bring some suggestions and recommendations for Council to decide upon. A lot was discussed including management of vehicles, pedestrian crossing and lighting.
- Approved the Kingdom Park playground that will be built this summer. A roof will be placed on outside Ice Arena this summer. This won't be enclosed, but will be better for snow removal and improve use.
- The 4 O'Clock Road roundabout will happen this summer; all the easements were procured.
- Revenue for 2015 was up 11% over budget and expenses are down 4%. The only segment that was down was marijuana retail sales. More competition in the County may have lead to this decrease.
- We had a request for a license change from medical to retail marijuana.
- Passed a lift ticket ordinance that will create a way to collect money for the Town on day and multi-use tickets. This will be about \$3.5 million for transportation issues.
- We upheld your fence denial from a few weeks ago and it wasn't called up.
- This is my last month as Mayor and I wanted to thank you all for all of your hard work over my 8 years as mayor. This is one of the toughest jobs in the Town of Breckenridge and the Town is better for your efforts.

Mr. Schuman introduced Mr. Mike Giller, the newest member of the Planning Commission. Mr. Giller was appointed by the Town Council at the February 23 meeting and he will serve out the remainder of Ms. Christopher's term until October 31, 2018.

CONSENT CALENDAR ITEMS:

- 1) Miles Residence (CL) PL-2016-0021, 2289 Highlands Drive
- 2) Budzynski Residence (CK) PL-2016-0044, 540 Highlands Drive

Ms. Dudney made a motion to call up the Budzynski Residence, PL-2016-0044, 540 Highlands Drive, for further discussion. Mr. Pringle Seconded, and the motion was carried unanimously (7-0).

Commissioner Questions / Comments:

Ms. Dudney: My questions relate to the retaining wall, I was confused in the drawing. Is it an 8' retaining

wall on the uphill side by the driveway? Trail above. (Mr. Kulick: Yes, it is an 8 foot wall most all the way.) We've had cases with retaining walls like this like with Pinewood, where they put up a split rail fence for safety reasons when there was a trail above. Was this considered here? (Mr. Kulick: The Middle Flume trail is above the retaining wall and at its closest point it is about 20 feet away.) I know this area is heavily traveled, and an 8 foot drop seems like a lot. Also, I have a question about the line of the trail. (Mr. Kulick: Yes, this is the trail; it is marked on the plans with non-standard shading.) The high retaining wall seems unsafe and we just had a case last week of an example of a wall drop and the incredible blowing of the snow. (Mr. Mosher: Our fence ordinance allows them to put fences around public trails. So if this was to be considered the applicants could put a fence up along the edge of the trail.) So there are not any concerns about this height of a wall to be used as a warning? (Mr. Mosher: No, not a planning code issue but could possibly be a building code issue.) (Mr. Kulick: This is a 9 acre lot that has a section of the Upper Flume trail on it as well.)

Mr. Pringle: Is there no way to split this wall into two four foot sections? (Mr. Kulick: There is probably a way but the applicants were willing to take the points.) (Ms. Puester: Right where the hammer head driveway is they have a fence; they would need a variance.) (Mr. Mosher: A public easement is where you are allowed to have a fence.)

Ms. Dudney: I guess you are telling me that they are following the code, but I think they are making a design error where someone could fall.

Mr. Pringle: I know that the code now allows for one large wall, but I don't think it obliterates the idea of having two 4 foot sections of the wall and only where absolutely necessary have the 8 foot section. Then mitigate with landscaping to screen the large wall. (Mr. Kulick: They got the positive points for landscaping because they put the trees to screen driveway from the right of way. We pointed out that they would get the negative points for the 8 foot wall but they were willing to make it up elsewhere. Unfortunately, neither the applicant nor the architect is here tonight to ask them if they could change the proposed wall.) I'm not going to get down to locations of trees, but I was hoping they would screen the 8 foot wall better. (Ms. Puester: The fence could be allowed along a public trail on public property (by the Town) and not need a variance to be there. If this goes forward tonight, we have to have add a condition that the fence as shown on the applicant's property, be removed and then they can apply for a variance if they want it. Other option is to work with the Town to put a fence in the Town easement without a variance.)

Ms. Dudney: Our code is great, but this is one of the drawbacks where they can mitigate the 8 foot wall with landscaping, but I think we have to allow it. Per the code they should take out the section of split rail fence by the hammerhead.

Mr. Schroder: It would be easier to choose not to apply for the variance.

Mr. Pringle: I'm surprised that the building code doesn't require a fence around this 8 foot wall. (Mr. Kulick: I don't know if it is in the building code or not. They will have to meet building code to have their building permit approved.)

Ms. Dudney: What do the other Commissioners think?

Mr. Lamb: I think it meets the code.

Mr. Giller: The building codes deal with site safety, but I agree that it is much safer to have two 4 foot walls.

Ms. Leidal: I understand that this meets code and I think we should put a condition to remove the fence by the hammer head, unless they put it in the public easement.

Mr. Schroder: Would the Town pay for fence? (Mr. Mosher: The Town works on a case by case basis but they would waive the variance if they build the fence in the town easement with Open Space approval.)

Mr. Pringle: Is there any traction to ask them to put in place the two 4 foot walls? (Mr. Grosshuesch: They made up the points.) I thought we changed the policy to say that the 8 foot wall goes in

without points if it results in less site disturbance? (Ms. Puester: No we took that suggestion to Planning Commission and were directed not to change it.)

Ms. Dudney: I propose that we put this on our list to work on the 8' wall issue. (Mr. Grosshuesch: It is more of a disturbance to put in two 4 foot wall sections, so this isn't a simple issue.) (Ms. Puester: We do see homeowners come forward for variances when they see how much public uses the trails after they construct their house.) (Mr. Kulick: This section of trail is on grade and very close to the Highlands Drive crossing, it is not an area where people are traveling or biking at a very fast rate. Something would really have to go wrong for them to be pitched toward the 8 foot wall.) Could I just ask that you speak to the applicant and let them know of our concerns with the 8 foot wall and for them to consider adding a fence in the variance? (Mr. Kulick: Certainly.)

Mr. Schuman: It doesn't matter what policy we change, it is a cat and mouse game where they will be able to work around the situation no matter what. (Ms. Puester: I suggest an additional condition of approval: "Condition 22: Applicant shall remove the split rail fence on the proposed plan and may apply for a variance under Policy 47 (Absolute) Fences, Gates and Gateway Entrance Monuments, Subsection K, if desired.")

Ms. Dudney made a motion to approve the point analysis for the Budzynski Residence, PL-2016-0044, 540 Highlands Drive. Ms. Leidal seconded, and the motion was carried unanimously (7-0).

Ms. Dudney made a motion to approve the Budzynski Residence, PL-2016-0044, 540 Highlands Drive, with the presented findings and conditions and the addition of the Condition 22, as read into the record by Ms. Puester. Ms. Leidal seconded, and the motion was carried unanimously (7-0).

With no further requests for call up, the rest of the consent calendar was approved as presented.

COMBINED HEARINGS:

Mr. Schuman recued himself as he is the applicant/owner for the AT&T Gold Creek Condominiums. Mr. Schuman left the meeting and left Mr. Schroder to run this section of the meeting.

1) AT&T Gold Creek Condominium Modification (MM) PL-2016-0016, 326 North Main Street
Mr. Mosher presented an application to install permanent screening for the existing temporary canvas-screened wireless antenna array. The antennas are to be located inside three enclosed structures on the roof at the north, east and west elevations. The walls are to be constructed of fiberglass manufactured to appear the same as the exterior materials of the Gold Creek Condominium building. The roof forms are simple sheds with a standing seam finish.

The HOA at Gold Creek Condominiums are not acting on the approved remodel that showed gable enclosures for the antenna screening. Since AT&T is still subject to the deadline requiring permanent screening of the cellular antennae, the design of the roof structures has been modified. Instead of a gable roof form for each structure, a simple shed form was suggested in keeping with the existing, and very simple, Gold Creek Condominium architecture. If, at some time in the future, the HOA decides to act on a remodel, the AT&T screening structures may be redesigned and incorporated into the remodel architecture of the building.

Point Analysis (Section: 9-1-17-3): Staff finds no Relative policies under which positive or negative points should be assigned and that the application meets all applicable Absolute policies. Overall, the simple shed forms that match the finishes of the existing building provide the least visual impact to the building.

The Planning Department recommended that the Planning Commission approve the point analysis for the Permanent AT&T Wireless Communications Facility at Gold Creek Condominiums, PL-2016-0016, 326 North Main Street, showing a passing score of zero (0) points.

The Planning Department recommended that the Planning Commission approve the Permanent AT&T Wireless Communication Facility at Gold Creek Condominiums, PL-2016-0016, 326 North Main Street, with the presented Findings and Conditions.

Commissioner Questions / Comments:

Ms. Dudney: Have we been “had” on this deal? (Mr. Mosher: Not really. The whole legality of the equipment has gone through our attorney; staff did go back and asked AT&T if they could make them less intrusive.) Thank goodness you required them to go the first round as a “temporary” solution and make them come back to permanently screen. I don’t know what the homeowners were thinking, but we went through a lot of time and trouble to discuss their refurbishment. Is it possible that a building can have one of these installed and have it be 10’ high no matter where? (Ms. Puester: This will be a topic brought up under work session at the next Commission meeting. We were waiting for some court cases to come through so the policy had been put on hold and revised since you saw it last year. We will discuss aesthetics that also comply with the federal regulation.) There is no way to wait for this new policy to process this application? (Ms. Puester: No, there are some federal regulations on deadlines for this and they have applied prior to.)

Mr. Pringle: Is it necessary that we actually build these or can we live with these the way they are now? I think the structures will call more attention. (Mr. Mosher: The temporary fabric covering will not stand up in the elements much longer. The proposed are following the same line as the fabric covering just in more permanent material.) (Ms. Puester: The mounting structures that these are on are pretty deep. Priority Policy 261 requires mechanical to be screened on the roof. The new policy we are working on would have them look at more camouflage hopefully, working with what we have right now.)

Ms. Leidal: I took a picture; will the new proposed enclosure enclose the braces? (Mr. Mosher: The braces come down.) This is equipment screening as opposed to mass? (Mr. Mosher: Yes, and we spoke to the Town attorney about this.)

Applicant Presentation:

Mr. Brendan Thompson, Pinnacle Consulting, representing AT&T:

Originally this was designed to match a remodel of the entire building. Unfortunately, the HOA didn’t move forward with that but we had hoped to put this in the originally designed gable-cupola. We are trying to match the existing material and character of the building. Plus we are trying hard to not draw attention to the enclosures as much as possible. The existing braces for the temporary covers will go away and the structural area will be the “box” enclosing the antennas. We can’t make the antennas lower because there aren’t a lot of tall roofs around Breckenridge and cell tower needs height for better signal service. Also, on the front there is a property line and a street so we couldn’t put it on the ground or over the edge of the building. (Mr. Mosher: I did put in the report that if the association moves forward with the remodel the original gable shaped enclosures could be brought back.)

Commissioner Questions / Comments:

Ms. Leidal: Looking at the site plan, I’m assuming that the structures are at certain angles for best service. (Mr. Thompson: In order to provide the best signal, we had to put the antenna at angles but put them in the boxes squarely so that they could function properly.) Does the north box need to be that wide? (Mr. Thompson: We were trying to make all of the enclosures have architectural symmetry.)

Mr. Pringle: What is the likelihood that changing technology would make these go away? (Mr. Thompson: Most likely they won’t go away because the traffic for cell service is constantly growing so much.) If the Town developed a distributive network would that make something like this go away? (Mr. Thompson: This facility would likely fit into a proposed distributive network and

still be used. The sites around town would tie into a facility like we have in the basement of the building. The capacity issue is what will continue to make it necessary to have this site.)

Mr. Giller: The report mentioned that they sit 3 inches to 6 inches back from the roof, but the plan shows them hanging over 2 feet to 3 feet. In the North view the plan shows something different. Can they be inset a few feet from the edge? (Mr. Mosher: These are over the stairwell covers, behind the roofline.) (Mr. Thompson: They actually need to be set near the edge for the antennas to reach service users down below.) But on page 53 of the packet, the East and West are not on the edge, so the question is do they have to sit by the edge or could they set in a couple of feet? (Mr. Thompson: In order for this to work most effectively they have to be there; actually, the RF engineers wanted them to hang more over the edge, but we denied this based on visual impact.) So, not exactly like what is shown in the plan, but more in the rendering? (Mr. Thompson: Yes.)

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

Commissioner Final Comments:

Mr. Lamb: I think this is a public safety thing. During Christmas and Spring Break, I get dropped calls all the time. I don't think we are ruining the aesthetic appeal of the building. I think this design is better than the old one as it seemed like they were trying to mix two styles. We did the field trip to Vail and I would like to see the Town go that direction (DAS). I support it.

Mr. Pringle: I don't have any problem with the antenna up there but there was a lot of indigestion when they went up initially. I don't know why we can't have the cans stick up and call them what they are. I don't think that screening them is better. I would have rather seen the cans up there and call it good. The words "permanent" and "solution" go together here. I would like to see less structure up there. I don't think is the right way to go but I will support it.

Ms. Dudney: I don't love it, but I'm ok with it.

Mr. Giller: This is a necessary, I agree, but I would rather see it constructed as it was depicted on Sheet A1 on the east and west. I support it.

Ms. Leidal: I agree that in the name of trying to satisfy the code we are drawing more attention to this but I support it. I look forward to the Code change discussion in two weeks to address this situation and come up with a better policy for the future.

Mr. Schroder: Architecture standards and Policy 276 say that mechanical needs to be screened; hiding this is what the code requires and you've done a good job trying match. I agree that it is public safety.

Mr. Lamb made a motion to approve the point analysis for the AT&T Gold Creek Condominium Modification, PL-2016-0016, 326 North Main Street, showing a passing score of zero (0) points. Mr. Pringle seconded, and the motion was carried unanimously (6-0).

Mr. Lamb made a motion to approve the AT&T Gold Creek Condominium Modification, PL-2016-0016, 326 North Main Street, with the presented Findings and Conditions (including the new addition presented this evening of Finding #7 to combine the hearings). Mr. Pringle seconded, and the motion was carried unanimously (6-0).

Mr. Schuman rejoined the meeting and regained the role of Chair of the Commission for the remainder of the meeting.

2) Re-subdivision of Tracts C & D, Runway Subdivision (aka Colorado Mountain College) (JP) PL-2016-0038, 107 Denison Placer Road

Ms. Puester presented a proposal to re-subdivide Tracts C and D to create one new tract (Tract D-2) for a total

of three tracts. The plans for the Blue River reconstruction were recently finalized and there is little realignment on the Town owned Tract C therefore, the Town does not need Tract C. CMC was interested in acquiring Tract C because it is immediately adjacent to their campus and they can use that property as they work toward their campus master plan. As the Town did not have a use for Tract C, it was acceptable to swapping that Tract in return for an equal sized parcel which could incorporate future workforce housing.

The Town is currently working with Colorado Mountain College on the land swap. The land swap would reallocate the proposed Tract D-2, 1.05 acre piece of property at the south end of Tract D to the Town. The Town-owned 1.05 acre Tract C to the northeast of Tract D would be conveyed to CMC.

The proposed new Tract D-2 is the site of a potential workforce housing development by the Town of Breckenridge currently under review.

With the proposed re-subdivision, a portion of the 50 foot river and pedestrian easement on Tract D, adjacent to Tract C is being vacated and relocated on the eastern property line on Tract C, adjacent to Tract B. The river realignment plans for the Blue River in this area have recently been completed and approved by the Army Corps of Engineers with realignment work being started this summer. The new location of the 50 foot easement align with the approved river realignment plans and is contiguous with the existing 50 foot river and pedestrian easement. A new 5 foot public road easement runs along the north property line of both Tract D and Tract C to include the existing roadway alignment.

As this is a re-subdivision of a previously approved subdivision, Staff finds that no applicable subdivision codes have been modified that would alter the previously approved subdivision. Staff had no concerns with the resubdivision of the two parcels.

The subdivision proposal is in general compliance with the Subdivision Standards. Staff recommended approval of the Re-subdivision of Tracts C and D, Runway Subdivision, PL-2016-0038, 107 Denison Placer Road, with the presented Findings and Conditions.

Commissioner Questions / Comments:

Mr. Schroder: Is there any relevance that came up today at the field trip? (Ms. Puester: The field trip today didn't have anything to do with this topic.)

Mr. Schuman opened the hearing to public comment.

Mr. Jason Ford, 452 SCR 672: What you are covering tonight is just the land swap? (Ms. Puester: Yes.)

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

Commissioner Final Comments:

Mr. Schroder: It seems the pieces are in the right spot and it seems like the right thing to do.

Ms. Leidal: This is a technical requirement and it meets our standards. I support it.

Mr. Giller: This is a win-win.

Mr. Lamb: I also support it.

Mr. Pringle: No comments.

Ms. Dudney: I support it.

Mr. Schuman: I also agree with the comments and I support it.

Mr. Schroder made a motion to approve the Re-subdivision of Tracts C & D, Runway Subdivision (aka Colorado Mountain College), PL-2016-0038, 107 Denison Placer Road, with the presented Findings and Conditions. Mr. Pringle seconded, and the motion was carried unanimously (7-0).

3) Pho Real Large Vendor Cart (CK) PL-2016-0023, 429 North Park Avenue

Mr. Kulick presented an application to install a 96 square foot large vendor cart and deck on a section of paved parking on the undeveloped Parcel A, Parkway Center sub. Site upgrades include potted evergreen trees, and outside seating for customers. This proposal falls under Policy 49 (Absolute) Vendor Carts adopted May 2, 2012. This vendor cart is classified as a large vendor cart per Section 9-1-5 Definitions as it is more than 40 square feet (cart is 96 sq. ft., by this ordinance it cannot exceed 100 sq. ft.) and will not be removed each day. The proposed large vendor cart will complement the surrounding building character of the one existing building of the overall site to the east by use of 2 x Channel Lap Siding, Glu-lam Timbers, Glu-lam rails and 3 ½" lattice. The proposal also includes wrapping the vendor cart with 530 sq. ft. deck. The applicant proposes to paint the siding, trim and rails of the cart and use stain on the deck base. The landscaping proposed includes six potted evergreen trees of 2 to 3 feet in height. There are a total of 27 parking spaces currently on the property. The proposal will eliminate 4 of those spaces, resulting in 23 remaining spaces to accommodate customers and employees. There will be a propane tank on the property which would be considered commercial storage and we would ask that the Commission make an additional condition that this tank be screened.

Staff has advised the applicants that, separate from this development permit, an approval from Red, White and Blue Fire District is required for the cart and the propane tank. The proposal meets the requirements of Policy 49 (Absolute) Vendor Carts and all other Absolute Policies. Staff found no reason to assign positive or negative points under any Relative Policies.

The Planning Department recommended approval of the point analysis for the Pho Real large vendor cart, PL-2016-0023, 429 North Park Avenue, showing a passing point analysis of zero (0) points and compliance with all Absolute policies.

The Planning Department recommended approval of the Pho Real large vendor cart, PL-2016-0023, 429 North Park Avenue, with the presented Findings and Conditions.

Commissioner Questions / Comments:

- Ms. Leidal: I didn't see any lights on the application. Would this happen later? (Mr. Kulick: None proposed. If with a sign application, it would be a separate application review.)
- Mr. Giller: Any furniture / seating with the plan? (Mr. Kulick: There is a proposal for some patio furniture: 3 tables, 12 seats.)
- Mr. Pringle: I thought we made an effort to get rid of propane tanks once upon a time? (Mr. Mosher: The vendor carts are more mobile so this may be the only choice.) But they are using water and sewer? (Mr. Kulick: Correct, they are hooked up to water and sewer. There is another large vendor cart that is using propane.) How big? (Mr. Kulick: A 500 gallon propane tank is proposed.)

Applicant Presentation: Mr. Chad Washenfelder: I think Mr. Kulick did a great job, but if anyone has questions, please let me know.

Commissioner Questions / Comments:

- Mr. Schuman: A 500 gallon propane tank seems large. (Mr. Kulick: Red, White and Blue will have to give approval as well.) Did you know there are no sandwich board signs allowed? (Mr. Washenfelder: Yes I saw that.)
- Mr. Pringle: Did you look at other options than the propane? (Mr. Washenfelder: On recommendation from the equipment manufacture, it was suggested that the propane was the best way to go for the equipment and the elevation.)
- Ms. Leidal: If after 3 years you are wildly successful, what is the plan, will it be to remediate the site?

Would you be opposed to add a condition of approval saying that if you move on, the site will be put back? I'm concerned that this temporary structure will become a permanent structure. (Ms. Puester: We have the ability to ask to make it a condition of approval that if you move elsewhere that you will remove the cart, deck and the propane tank.) (Mr. Washenfelder: We agree not to abandon it, but if we sell it we will leave it for the new buyer.)

Mr. Schuman: Is there anything in the application that requires them to remove it? (Ms. Puester: We can add it as a condition of approval under this policy.)

Ms. Dudney: This is a ground lease? The owner of the ground will not want let them leave it so I'm not concerned.

Mr. Schuman: This is dedicated parking so that when this pad gets developed the parking has to go back.

Ms. Dudney: I'm fine with adding a condition.

Mr. Schroder: I'm fine adding that too.

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

Commissioner Final Comments:

Mr. Lamb: I think the vendor cart ordinance has served us well; this is a text book example of how to do it. I don't think the vendor cart would be left abandoned because they are too pricey. I support it.

Mr. Pringle: I still don't understand why we are allowing a 500 gallon propane tank; I don't think this appropriate. I would like us to consider looking at this issue in the future. I believe that the ground is too valuable to currently leave, but we don't know what the future holds, so I would support a condition to remove.

Ms. Dudney: I agree with Mr. Lamb; I look forward to seeing new businesses and wish you good luck.

Mr. Schroder: It meets all the code and I look forward to the installation.

Ms. Leidal: I support staff's work on this and thanks to agree the screening the tank and providing some landscape.

Mr. Giller: I too welcome the business; the 500 gallon tank is long and I would think you could get a trailer that is natural gas powered or smaller tank. I wish great success.

Mr. Schuman: I think that Red, White and Blue Fire will ensure that it is safe and staff will make sure it is screened. (Ms. Puester noted two new conditions: Condition #15 "Applicant shall screen the propane tank in a manner approved by the Town per the Development Code." and Condition #16 "Applicant shall remove the cart and all associated improvements once the vendor cart stops operating for a period of 6 months or the permit expires, whichever is sooner.") (Mr. Washenfelder: I am concerned that if the cart changes ownership that the new owner would not have to remove it. It was discussed that a new operator would have to apply for a business license that would carry the same condition as the new owner.) (Mr. Grosshuesch: The land owner will have to sign the conditions. The condition will not limit a new owner to have it unless their permit expires.)

Mr. Pringle: I thought we talked about this already with the vendor cart ordinance? (Ms. Puester: A removal provision is in the policy under the grandfathered vendor carts but not included for new ones.)

Mr. Pringle made a motion to approve the point analysis for the Pho Real Large Vendor Cart, PL-2016-0023, 429 North Park Avenue, showing a passing score of zero (0) points. Ms. Leidal seconded, and the motion was carried unanimously (7-0).

Mr. Pringle made a motion to approve the Pho Real Large Vendor Cart, PL-2016-0023, 429 North Park Avenue, with the presented findings and conditions with the addition of condition #15 and condition #16 as they were read into the record. Ms. Leidal seconded, and the motion was carried unanimously (7-0).

OTHER MATTERS:

Ms. Puester:

- We have a site visit at noon on March 15 at Denison Placer and that evening we will be discussing the architecture.
- The tree mitigation that Ms. Leidal brought up last meeting has been added to Top 10 List.
- Lincoln Park Update: Things are moving and shaking out there that you are not seeing as the applications are Class D Majors. We are processing multiple applications. What was handed out on the map this evening in green has a building permit, there are 6 triplexes that are approved and there are 4 single family homes that are under planning review. Another 3 single families are under review and one more lot is left in Phase 1. Phase 1 is almost done and you will see a proposal to subdivide Phase 2 soon. We continue to have a lot of single families in general throughout Town right now being processed as Class D Majors. This will still be presented in the quarterly report for your review, but since Lincoln Park is a hot topic, we wanted to let the Commission know that project status in case you get questions. (Mr. Pringle: Will we see a plan for all the parks that were promised?) Vern Johnson memorial park is on Mr. Mosher's desk right now; that is in phase 2.
- (Mr. Schuman: Is it a good idea to give a good idea to let Commissioners to know Cucumber Creek Estates will be on the March 15 meeting?) We walked through the property and got a good understanding for trees, topography, trails; this will come before you on the 15th of March. If you have questions, let us know. That will be a preliminary hearing.

ADJOURNMENT:

The meeting was adjourned at 8:48 pm.

Ron Schuman, Chair

TO: BRECKENRIDGE TOWN COUNCIL
FROM: BRIAN WALDES, FINANCIAL SERVICES MANAGER
SUBJECT: LIFT TICKET TAX ORDINANCE
DATE: 3-2-16
CC: RICK HOLMAN, TOWN MANAGER

The purpose of this memo is to outline the main points of the Lift Ticket Tax Ordinance (the ordinance).

In November of 2015 the Breckenridge citizenry approved a ballot measure establishing a 4.5% excise tax on the price of lift tickets sold for lift access in Breckenridge. Attached is the ordinance that will codify this tax.

The ordinance provides for the administration and collection of this tax in a method very similar to our extant excise taxes, i.e. sales and accommodations taxes. As Council is aware, the Town has an agreement with Vail Summit Resorts International (VSRI), regarding minimum annual tax revenue amounts to be remitted to the Town. Staff will meet with VSRI personnel to formulate and execute an agreement that will establish the collection methods and timing for remittance of the lift tax. Staff kept the specific provisions of the collection arrangement out of the ordinance in order to facilitate any potential minor changes to the agreement in the future. If the ordinance was specific to the terms of the agreement, then any minor changes would require legislative action and the attendant 2 readings and subsequent waiting period.

Since first reading on February 23, VSRI has communicated to the Town that they are still reviewing the ordinance. As mentioned above, the ordinance is fairly general in its description of the Tax, so staff anticipates that any specific VSRI concerns can be worked out in the agreement to be drafted at a later date.

There have been no changes to the ordinance from first reading.

1 ***DRAFT February 12, 2016 DRAFT***

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 2016

9
10 AN ORDINANCE AMENDING TITLE 3 OF THE BRECKENRIDGE TOWN
11 CODE, EFFECTIVE JULY 1, 2016, BY ADOPTING AN EXCISE LIFT
12 TICKET TAX OF 4.5 % ON THE PRICE PAID FOR SINGLE AND MULTI-
13 DAY SKI LIFT TICKETS PURCHASED FOR USE ONLY AT A LOCAL SKI
14 AREA;PROVIDING THE DETAILS OF THE COLLECTIONAND
15 ADMINISTRATION OF SUCH TAX; CREATING A PARKING AND
16 TRANSPORTATION FUND; AND REQUIRING REVENUES COLLECTED
17 FROM THE NEW LIFT TICKET TAX TO BE USED ONLY FOR
18 DESIGNATED PURPOSES

19
20 WHEREAS, the Town of Breckenridge (“**Town**”) is a home rule municipal corporation
21 organized and existing under Article XX of the Colorado Constitution; and

22
23 WHEREAS, Section 12.1 of the Breckenridge Town Charter provides that the Town
24 Council of the Town (“**Town Council**”) may, by ordinance, levy and collect excise taxes for
25 municipal purposes; and

26
27 WHEREAS, at a special election held November 5, 2015 the Town Council submitted a
28 ballot question to the registered electors of the Town, the submission clause of which read:

29
30 SHALL TOWN OF BRECKENRIDGE TAXES BE INCREASED \$4,000,000
31 ANNUALLY COMMENCING JULY 1, 2016, AND BY SUCH AMOUNTS AS
32 ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING AN
33 ADMISSIONS EXCISE TAX OF 4.5% OF THE PRICE PAID FOR EACH LIFT
34 TICKET PURCHASED, WITHIN THE TOWN OR ELSEWHERE, TO
35 OBTAIN THE RIGHT OF ENTRY SOLELY TO A SKI AREA WHICH HAS
36 ONE OR MORE SKI LIFTS LOCATED IN WHOLE OR IN PART WITHIN
37 THE TOWN, FOR USE DURING THE ANNUAL PERIOD BETWEEN
38 NOVEMBER 1 AND APRIL 30, PROVIDED THAT THE ADMISSIONS
39 EXCISE TAX SHALL NOT APPLY TO (1) ANY SEASON PASS ALLOWING
40 RIGHT OF ENTRY TO A SKI AREA FOR A MAJORITY OF THE SEASON
41 OR (2) ANY LIFT TICKET WHICH PROVIDES THE RIGHT OF ENTRY TO
42 ONE OR MORE SKI AREAS LOCATED OUTSIDE THE TOWN AS WELL
43 AS A SKI AREA LOCATED WHOLLY OR PARTIALLY WITHIN THE

SKI LIFT TAX ORDINANCE

1 TOWN, AND REQUIRING EVERY SKI AREA OPERATOR TO COLLECT
2 SUCH ADMISSIONS TAX FOR THE TOWN; AND SHALL ALL OF THE
3 ADMISSION EXCISE TAX REVENUES COLLECTED BY THE TOWN BE
4 PAID INTO A SPECIAL FUND OF THE TOWN AND USED ONLY TO PAY
5 FOR OR REIMBURSE THE TOWN FOR: (1) THE DIRECT AND INDIRECT
6 COSTS OF OPERATING THE TOWN'S TRANSIT SYSTEM, INCLUDING,
7 WITHOUT LIMITATION, LABOR, ROLLING STOCK, AND OTHER COSTS
8 ASSOCIATED THEREWITH; (2) THE DIRECT AND INDIRECT COSTS OF
9 PROVIDING PUBLIC PARKING WITHIN THE TOWN, INCLUDING,
10 WITHOUT LIMITATION, LAND ACQUISITION COSTS, CONSTRUCTION,
11 AND MAINTENANCE; AND (3) OTHER DIRECT AND INDIRECT COSTS
12 INCURRED BY THE TOWN IN ENHANCING THE MOVEMENT OF
13 PERSONS AND VEHICLES WITHIN THE TOWN, INCLUDING, WITHOUT
14 LIMITATION, THE COST OF CONSTRUCTING AND MAINTAINING
15 CROSSWALKS AND ROUNDABOUTS, AND SHALL THE TOWN
16 COUNCIL BE AUTHORIZED TO PROVIDE BY ORDINANCE OTHER
17 MATTERS NECESSARY TO THE IMPLEMENTATION, COLLECTION,
18 AND ENFORCEMENT OF SUCH TAX?

19
20 ; and

21
22 WHEREAS, the ballot question set forth above was approved by the registered electors
23 of the Town by a vote of 1100 in favor and 223 opposed; and

24
25 WHEREAS, it is necessary and appropriate for the Town Council to adopt an ordinance
26 implementing the ballot question that was approved by the electors of the Town at the November
27 5, 2015 special election; and

28
29 WHEREAS, all conditions precedent to the adoption of this ordinance have been
30 satisfied.

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

34
35 Section 1. Title 3 of the Breckenridge Town Code is amended by the addition of a
36 new Chapter 10, entitled "Lift Ticket Tax," which shall read in its entirety as follows:

37 **CHAPTER 10**

38 **LIFT TICKET TAX**

39
40
41 **SECTION:**

42
43 **3-10-1: Purpose**

SKI LIFT TAX ORDINANCE

- 1 3-10-2: Definitions
- 2 3-10-3: Imposition of Tax
- 3 3-10-4: Tax Revenues To Be Deposited Into Parking and Transportation Fund
- 4 3-10-5: Exemptions
- 5 3-10-6: Collection of Tax BySki Area Operator
- 6 3-10-7: Remittance of Collected Tax
- 7 3-10-8: Preservation of Returns and Other Records; Confidentiality
- 8 3-10-9: Records and Accounts To Be Kept
- 9 3-10-10: Examination of Returns; Recomputations, Credits, and Deficiencies
- 10 3-10-11: Investigation of Records Related to Taxes; Hearings
- 11 3-10-12: Subpoenas and Witness Fees
- 12 3-10-13: Attendance of Witness and Production of Evidence
- 13 3-10-14: Depositions
- 14 3-10-15: Audit of Records
- 15 3-10-16: Failure to Make Return; Estimate of Taxes; Notices; Appeal
- 16 3-10-17: Procedure For Refund of Tax Paid
- 17 3-10-18: Duties of Tax Enforcement Officer
- 18 3-10-19: Rate of Interest; Method of Calculation
- 19 3-10-20: Recovery of Unpaid Tax by Action at Law
- 20 3-10-21: Injunctive Relief
- 21 3-10-22: Waiver of Penalties, Interest, and Fees
- 22 3-10-23: Authority to Compromise Taxes
- 23 3-10-24: Review of Decision of Financial Services Manager
- 24 3-10-25: Review Bond Required
- 25 3-10-26: Notices
- 26 3-10-27: Tax in Addition to All Other Taxes
- 27 3-10-28: Administration By Financial Services Manager; Rules and Regulations
- 28 3-10-29: Limitations on Actions to Collect
- 29 3-10-30: Violations; Penalties
- 30 3-10-31: Amendments

31

32 3-10-1: PURPOSE: The purpose of this Chapter is to impose an excise tax of four and one-
 33 half percent (4.5%) on the price paid for each single and multi-day ski lift ticket purchased
 34 either within the Town or elsewhere only for use at a ski area which has one or more ski
 35 lifts located in whole or in part within the Town. Admission to such a ski area pursuant to
 36 such a single or multi-day ski lift ticket is a taxable privilege. It is the further purpose of
 37 this Chapter to require a ski area operator to collect such ski lift tax for the Town, all as
 38 provided in this Chapter.

39 3-10-2: DEFINITIONS:

40 A. The following words and phrases, when used in this Chapter, shall have the
 41 following meanings:

<u>DESIGNATED REVENUES:</u>	<u>All revenues collected by the Town pursuant to this Chapter.</u>
<u>FINANCIAL SERVICES MANAGER:</u>	<u>The Financial Services Manager of the Town, or such person’s authorized representative.</u>
<u>LIFT TICKET:</u>	<u>Any certificate, card, slip, token, badge, patch, pass, or other document or electronic or digital file or record of any kind, that entitles the owner or possessor thereof to ski at a local ski area.</u>
<u>LOCAL SKI AREA:</u>	<u>A ski area which has one or more ski lifts located in whole or in part within the Town.</u>
<u>PARKING AND TRANSPORTATION FUND:</u>	<u>The Town of Breckenridge Parking and Transportation Fund described in Section 3-11-2 of this Code.</u>
<u>RECORDS:</u>	<u>Any books, accounts, papers, memoranda, or other records of a Ski Area Operator, regardless of their form or format, that is or may be relevant to determining the amount of the tax due from such Ski Area Operator.</u>
<u>SEASON PASS:</u>	<u>All lift ticket products that provide access to a local ski area for the majority of the ski season.</u>
<u>SKI AREA:</u>	<u>All ski slopes or trails and other places under the control of a ski area operator and administered as a single enterprise. The term “ski slopes and trails” means those areas designated by the ski area operator to be used by skiers for the purpose of sliding downhill on snow or ice on skis, a snowboard, or any other device.</u>
<u>SKI AREA OPERATOR:</u>	<u>Any business entity having operational responsibility from time to time for a local ski area.</u>
<u>TAX:</u>	<u>The tax payable to the Town pursuant to this Chapter.</u>
<u>TAXABLE LIFT TICKET:</u>	<u>A single or multi-day ski lift ticket purchased for use only at a local ski area during the annual period between November 1 and the following April 30.</u>

1 B. Terms not defined in this Chapter shall be given their common meaning.

2 **3-10-3: IMPOSITION OF TAX:**

3
4 A. On and after 12:01 a.m., July 1, 2016 there is levied and there shall be collected
5 and paid by each Ski Area Operator an excise tax as described in this Chapter. Such tax is
6 due and shall be paid for the exercise of a taxable privilege.

7 B. The amount of the tax hereby levied is four and one-half percent (4.5%) of the
8 price of each taxable lift ticket, whether purchased within the Town or elsewhere; provided
9 that a tax derived from calculations resulting in a fraction of a cent being a part of the tax
10 shall be increased or rounded to the next whole cent.

11 C. If a block of taxable lift tickets is sold to a single purchaser at a bulk rate, the tax
12 shall be computed on the bulk rate in such case instead of on each taxable lift ticket,
13 provided that none of the taxable lift tickets in the block are resold.

14 **3-10-4: TAX REVENUES TO BE DEPOSITED INTO PARKING AND**
15 **TRANSPORTATION FUND: Immediately upon receipt or collection, the designated**
16 **revenues shall be credited to the Parking and Transportation Fund and used as provided in**
17 **Section 3-11-3 of this Code.**

18 **3-10-5: EXEMPTIONS:**

19 A. The tax imposed by this Chapter does not apply to:

- 20 1. Seasons passes;
- 21 2. Any lift ticket not specifically sold to provide the right of entry solely to a local
22 ski area (including, by way of example, any lift ticket which provides the right of
23 entry to one or more ski areas located outside of the Town as well as a local ski
24 area);
- 25 3. Any passes or lift tickets sold for summer activities; or
- 26 4. Any other items or activities besides those lift tickets intended for ski lift use
27 solely at a local ski area between November 1 and the following April 30.

28 B. The burden of proving that any transaction is not subject to the tax implemented
29 by this Chapter shall be upon the Ski Area Operator.

30 **3-10-6: COLLECTION OF TAX BY SKI AREA OPERATOR:**

31 A. Each Ski Area Operator shall be liable for the collection and remittance of the tax
32 as provided in this Chapter.

1 **B. The tax shall be added to and shall constitute a part of the purchase price,**
2 **charge, or other consideration paid for the taxable privilege of admission to a local ski**
3 **area arising from the purchase of a taxable lift ticket. The tax shall be separately stated on**
4 **at a taxable lift ticket at the time of the sale of the taxable lift ticket. The purchaser of a taxable**
5 **lift ticket shall pay the tax to the Ski Area Operator as collection agent for and on account of**
6 **the Town, and the Ski Area Operator shall be liable for the collection therefor and on**
7 **account of the Town.**

8 **C. A credit shall be allowed against the amount due to the Town under this Chapter**
9 **for any tax that would be due for an unused single day taxable lift ticket, or any unused**
10 **portion of a multi-day taxable lift ticket, the purchase price of which has been refunded by**
11 **the Ski Area Operator to the purchaser of the taxable lift ticket.**

12 **3-10-7: REMITTANCE OF COLLECTED TAX:**

13 A. Every Ski Area Operator or other taxpayer subject to the payment of the tax imposed
14 by this Chapter shall be liable and responsible for the payment of an amount equivalent to four
15 and one-half percent (4.5%) of the price paid by a purchaser for each taxable lift ticket as
16 provided in Section 3-10-3 of this Chapter, and shall file a return each month with the Financial
17 Services Manager on or before the twentieth day of each month for the preceding month and
18 remit to the Financial Services Manager an amount equivalent to said four and one-half percent
19 (4.5%) of the price paid by a purchaser for each taxable lift ticket.

20 **B. The monthly tax return and tax remitted to the Financial Services Manager shall**
21 **be made in such manner and upon such forms as the Financial Services Manager may**
22 **prescribe.**

23 C. If the accounting methods employed by a Ski Area Operator or other taxpayer subject
24 to the payment of the tax imposed by this Chapter are such that returns made on the calendar
25 month basis will impose unnecessary hardship, the Financial Services Manager may, upon
26 request of the Ski Area or other taxpayer, accept returns at such intervals as will, in the opinion
27 of the Financial Services Manager, better suit the convenience of the Ski Area Operator or other
28 taxpayer and will not jeopardize the collection of the tax. If any Ski Area Operator or other
29 taxpayer who has been granted permission to file reports and pay tax on other than a monthly
30 basis shall become delinquent, then authorization for such alternative method of reporting may
31 be revoked by the Financial Services Manager or his or her authorized agent, and immediately
32 following notice of revocation, the Ski Area Operator or other taxpayer will be required to file
33 reports and pay tax, interest, and penalties on a monthly basis for all unreported or unpaid tax in
34 the same manner required by law under conditions that would prevail if he has never been
35 granted the alternate method of reporting and paying the tax.

36 **3-10-8: PRESERVATION OF RETURNS AND OTHER RECORDS;**
37 **CONFIDENTIALITY:**

1 A. Returns filed pursuant to this Chapter shall be preserved for a period of three (3)
2 years from the date of filing with the Financial Services Manager, after which time the
3 Financial Services Manager may order them destroyed.

4 B. Chapter 7 of this Title, concerning confidentiality of tax returns and information,
5 applies to tax returns and information provided to the Town pursuant to this Chapter;
6 provided, however, that the total amount of tax paid to the Town by a Ski Area Operator
7 shall not be confidential information and may be disclosed to the public.

8 **3-10-9: RECORDS AND ACCOUNTS TO BE KEPT:** EachSki Area Operatorshall keep
9 and preserve suitable records of all sales of taxable lift tickets sold, and such other books or
10 accounts as may be necessary to determine the amount of tax for the collection or payment
11 of which the Ski Area Operatoris liable hereunder. It is the duty of eachSki Area
12 Operatorto keep and preserve all such books, invoices, and other records for a period of
13 three (3) years following the date the taxes were due to the Town. Such items shall be open
14 for investigation by the Financial Services Manager in accordance with Section 3-10-11. If
15 aSki Area Operator has filed a tax return for any period after the due date for that period,
16 then the records for the period shall be preserved for three (3) years after the date the
17 return was filed. If aSki Area Operator has not filed a tax return for any period, then the
18 records must be preserved indefinitely by the Ski Area Operator.

19 **3-10-10: EXAMINATION OF RETURNS; RECOMPUTATION; CREDITS; AND**
20 **DEFICIENCIES:** As soon as practicable after a return is filed, the Financial Services
21 Manager shall examine it. If it appears that the correct amount of tax to be remitted may
22 be greater or less than that shown in the return, the tax shall be recomputed by the
23 Financial Services Manager. If the amount paid exceeds that which is due, the excess shall
24 be refunded or credited against any subsequent remittance from the Ski Area Operator. If
25 the amount paid is less than the amount due, the amount of the deficiency with a penalty of
26 ten percent (10%) of the amount of the deficiency plus interest on both the deficiency and
27 the penalty shall be due and payable in accordance with the procedures set forth in Section
28 3-10-16.

29 **3-10-11: INVESTIGATION OF RECORDS RELATING TO TAXES; HEARINGS:**

30 A. For the purpose of ascertaining the correctness of a return, or for the purpose of
31 determining the amount of tax due from aSki Area Operator under this Chapter, the
32 Financial Services Manager may hold investigations, including audits and hearings,
33 concerning any matters covered by this Chapter, and may examine any record of the Ski
34 Area Operator, or any officer or employee thereof, or of any person having knowledge of
35 the transactions involved, and may take testimony and evidence as proof of the
36 information. The Financial Services Manager shall have the power to administer oaths to
37 such persons.

38 B. The Financial Services Manager may schedule a hearing, notifying the affected
39 Ski Area Operator in the manner provided in Section 3-10-26at least thirty (30) days prior

1 to the date of the hearing. The Financial Services Manager is authorized to issue subpoenas
2 pursuant to Section 3-10-12. Such hearing shall be informal and no transcript, rule of
3 evidence, or filing of briefs shall be required. However, the Ski Area Operator may elect to
4 submit a brief, in which case the Town may submit a brief. The Financial Services
5 Manager shall hold such hearing and issue a final decision thereon within ninety (90) days
6 after the Town's notification to the Ski Area Operator, except the Financial Services
7 Manager may extend such period if the delay in holding the hearing or issuing the decision
8 thereon was occasioned by the Ski Area Operator but, in any event, the Financial Services
9 Manager shall hold such hearing within one hundred eighty (180) days of notifying the Ski
10 Area Operator of the hearing. The decision shall be mailed by regular mail to the Ski Area
11 Operator. If the Ski Area Operator has exhausted Town remedies, the Ski Area Operator
12 may dispute the decision of the Financial Services Manager in the Summit County District
13 Court pursuant to Section 3-10-24.

14 C. Every hearing before the Financial Services Manager shall be held at a location
15 designated by the Financial Services Manager or other hearing officer.

16 3-10-12: SUBPOENAS AND WITNESS FEES: All subpoenas issued under the terms of
17 this Chapter may be served by certified mail, return receipt requested, or by personal
18 service made by any person over the age of eighteen (18) years. The fees of witnesses for
19 attendance in response to a subpoena shall be the same as the fees of witnesses before the
20 Summit County District Court, such fees to be paid when the witness is excused from
21 further attendance. When the witness is subpoenaed at the instance of the Financial
22 Services Manager, such fees shall be paid by the Town. When a witness is subpoenaed at
23 the instance of any other party to such proceeding, the Financial Services Manager may
24 require that the cost of service of the subpoena and the fee of the witness be borne by the
25 party at whose instance the witness is summoned. In such case, the Financial Services
26 Manager, in his or her discretion, may require a deposit to cover the cost of such service
27 and witness fees prior to issuing such subpoenas.

28 3-10-13: ATTENDANCE OF WITNESS AND PRODUCTION OF EVIDENCE: Any
29 judge of the Summit County District Court or the Municipal Court, upon the application of
30 the Financial Services Manager or other party to an investigation or hearing by the
31 Financial Services Manager, may compel the attendance of witnesses, the production of
32 books, papers, records, or memoranda, and the giving of testimony before the Financial
33 Services Manager, by an action for contempt or otherwise in the same manner as though
34 the production of evidence were before such court.

35 3-10-14: DEPOSITIONS: The Financial Services Manager, or any party to an
36 investigation or hearing before the Financial Services Manager, may cause the deposition
37 of witnesses residing within or without the State to be taken in the manner prescribed by
38 law for depositions in civil actions in courts of this State. To that end, the Financial
39 Services Manager may compel the attendance of witnesses and the production of books,
40 papers, records, or memoranda.

1 **3-10-15: AUDIT OF RECORDS:**

2 **A. For the purpose of ascertaining the correct amount of tax due from a Ski Area**
3 **Operator pursuant to this Chapter, the Financial Services Manager may conduct or**
4 **authorize an agent to conduct an audit by examining any records of the Ski Area Operator.**

5 **B. All records of a Ski Area Operator shall be open at any reasonable time for**
6 **examination by the Financial Services Manager or an authorized agent of the Financial**
7 **Services Manager. If a Ski Area Operator refuses to voluntarily furnish any of the**
8 **foregoing information when requested by the Financial Services Manager or an authorized**
9 **agent, the Financial Services Manager may issue a subpoena to require that the Ski Area**
10 **Operator or its representative produce any such records for examination either at the**
11 **hearing, or by producing such records without the necessity of a hearing at such other date**
12 **as may be specified in the subpoena.**

13 **C. Any tax deficiency or overpayment ascertained through audit shall be computed**
14 **by one (1) or more of the following methods or any other method as the Financial**
15 **Services Manager deems appropriate:**

- 16 1. **By identifying Lift Ticket Tax transactions on which the tax was not properly or**
17 **accurately collected or paid.**
- 18 2. **By identifying other irregularities in the calculation of tax due.**
- 19 3. **By estimating taxes due based on the results of testing the Ski Area**
20 **Operator's records on a statistical or other reasonable basis.**

21 **D. The Financial Services Manager is authorized to audit a Ski Area Operator's**
22 **records for the thirty-six (36) calendar months preceding the month the Ski Area Operator**
23 **is notified that an audit is to be conducted. The ability to audit this thirty-six (36) month**
24 **period shall not lapse due to the passage of time once the Ski Area Operator has been**
25 **notified of the audit period. If a Ski Area Operator failed to file a return, the Financial**
26 **Services Manager shall have the right to audit periods not filed for an indefinite period of**
27 **time. If a return is filed late, the Financial Services Manager shall have the right to audit**
28 **the late return for thirty-six (36) months following the month the return was filed.**

29 **E. All records of a Ski Area Operator shall be made available to the Town within a**
30 **fifty-mile radius of the Town. If the Ski Area Operator does not wish to make records**
31 **available within this area, the Financial Services Manager may elect to assess the Ski Area**
32 **Operator for all expenses associated with sending auditors to the location selected by the**
33 **Ski Area Operator and for reasonable expenses, including food and lodging, incurred by**
34 **the auditors during the period for the audit and until their return to the Town. Such**
35 **liability shall become part of the final audit assessment and shall be treated as an unpaid**
36 **tax due to the Town under this Chapter.**

1 **3-10-16: FAILURE TO MAKE RETURN; ESTIMATE OF TAXES; NOTICES; APPEAL:**

2 **A. If a Ski Area Operator fails, neglects, or refuses to collect the tax or to file a return**
3 **and pay the tax as required by this Chapter, or fails, neglects, or refuses to collect, report,**
4 **or pay any portion of the tax, the Financial Services Manager shall make an estimate of the**
5 **tax due based on available information and shall add thereto a penalty equal to ten percent**
6 **(10%) of the tax due, and interest on such delinquent tax at the rate imposed by Section 3-**
7 **10-19, plus one-half of one percent (.5%) per month from the date the return and tax was**
8 **due, which interest shall not exceed eighteen percent (18%) in the aggregate.**

9 **B. The Financial Services Manager shall serve written notice upon the Ski Area**
10 **Operator in the manner provided in Section 3-10-26 assessing such estimated taxes, penalty,**
11 **and interest. Such notice shall constitute a notice of determination, assessment, and**
12 **demand for payment, and such assessment shall be due and payable from the Ski Area**
13 **Operator to the Financial Services Manager within thirty (30) days from the date of**
14 **personal service of the notice or the date of mailing; provided, however, that within the**
15 **twenty-day period, the Ski Area Operator may appeal the notice of assessment as provided**
16 **in Section C of this Section.**

17 **C. An appeal of a notice of assessment issued to a Ski Area Operator for failure to**
18 **file a return, underpayment of tax owed, or as a result of an audit, shall be submitted in**
19 **writing to the Financial Services Manager within thirty (30) calendar days from the date of**
20 **the notice of assessment. Any such appeal shall identify the amount of tax disputed and the**
21 **basis for the appeal.**

22 **D. An appeal of a notice of assessment may include a request for a hearing.**

23 **E. If a hearing is requested as provided in this Section, the Financial Services**
24 **Manager shall notify the appealing Ski Area Operator in writing of the time and place of**
25 **the hearing. The hearing shall be held in accordance with the provisions of Section 3-10-11.**
26 **After such hearing, or after a consideration of the facts and figures contained in the appeal**
27 **if no hearing is requested, the Financial Services Manager shall make such order in the**
28 **manner he or she deems just and proper and shall furnish a copy of such order to the**
29 **appealing Ski Area Operator.**

30 **F. An aggrieved party may appeal the decision of the Financial Services Manager**
31 **made pursuant to this Section to the district court as provided in Section 3-10-24**

32 **3-10-17: PROCEDURE FOR REFUND OF TAX PAID:**

33 **A. Any person who claims that a transaction was not taxable or claims an exemption**
34 **as provided in this Chapter may apply for a refund of the tax paid.**

1 **B. An application for a refund of tax paid under dispute by a purchaser who claims**
2 **an exemption shall be made within sixty (60) days after the date of purchase for which an**
3 **exemption is claimed.**

4 **C. An application for refund of taxes paid in error or by mistake by a Ski Area**
5 **Operator shall be made within three (3) years after the date of transaction for which the**
6 **refund is claimed.**

7 **D. All applications for refund shall be made upon forms prescribed and furnished**
8 **by the Financial Services Manager.**

9 **E. The burden of proving that any transaction or item is not taxable or is exempt**
10 **from the tax shall be upon the person asserting such claim under such reasonable**
11 **requirements of proof as the Financial Services Manager may prescribe.**

12 **F. An applicant for a refund shall be entitled to a hearing on such application before**
13 **the Financial Services Manager if so requested in the application.**

14 **G. If no hearing is requested by the applicant, upon receipt of an application, the**
15 **Financial Services Manager shall examine the same with all due speed and shall give**
16 **written notice to the applicant of his or her decision thereon.**

17 **H. If a hearing is requested by the applicant, upon receipt of an application, the**
18 **Financial Services Manager shall schedule and hold a hearing on the application. Hearing**
19 **procedures shall be as described in Section 3-10-11.**

20 **I. At the conclusion of the hearing, the Financial Services Manager shall give**
21 **written notice to the applicant of his or her decision thereon.**

22 **J. An applicant for a refund may appeal the decision of the Financial Services**
23 **Manager to the district court as provided in Section 3-10-24.**

24 **K. The right of any person to a refund under this Chapter is not assignable.**

25 **3-10-18: DUTIES OF TAX ENFORCEMENT OFFICER:**

26 **A. The Financial Services Manager may designate one or more tax enforcement**
27 **officers, who will have the duty to assist the Financial Services Manager in the enforcement**
28 **of this Chapter.**

29 **B. A tax enforcement officer shall be supervised by the Financial Services Manager.**

30 **C. A tax enforcement officer shall also have other duties as may be outlined in rules**
31 **and regulations promulgated by the Financial Services Manager pursuant to Section 10-3-**
32 **28.**

1 **3-10-19: RATE OF INTEREST; METHOD OF CALCULATION:** When interest is
2 **required or permitted to be charged under any provision of this Chapter, the annual rate**
3 **of interest shall be calculated using the rate established by the state commissioner of**
4 **banking pursuant to Section 39-21-110.5, C.R.S. For the purpose of calculating the amount**
5 **of interest due, the date the return and tax were due shall be determined without regard to**
6 **any extension of time for payment and shall be determined without regard to any notice of**
7 **assessment and demand for payment issued prior to the last date otherwise prescribed for**
8 **such payment.**

9 **3-10-20: RECOVERY OF UNPAID TAX BY ACTION AT LAW:**

10 **A. In addition to other remedies provided in this Chapter, the Town may treat any**
11 **taxes, penalties, or interest due to the Town under this Chapter but unpaid as a debt due to**
12 **the Town from a non-paying Ski Area Operator. If such Ski Area Operator fails to pay the**
13 **tax, or any portion thereof, or any penalty or interest thereon, when due, the Town may**
14 **recover at law the amount of such taxes, penalties, and interest in any court of competent**
15 **jurisdiction. The return filed by the Ski Area Operator or the notice of determination,**
16 **assessment and demand for payment issued by the Financial Services Manager shall be**
17 **prima facie proof of the amount due.**

18 **B. The Town Attorney is authorized upon request by the Financial Services**
19 **Manager to commence any legal action or suit for the recovery of the tax due to the Town**
20 **under this Chapter. The defendant Ski Area Operator shall be responsible for all costs,**
21 **including but not limited to attorneys' fees, incurred by the Town in any such action.**

22 **3-10-21: INJUNCTIVE RELIEF:** The Town may seek injunctive or other equitable relief
23 **in any court of competent jurisdiction to enforce the provisions of this Chapter.**

24 **3-10-22: WAIVER OF PENALTIES, INTEREST, AND FEES:** For good cause shown the
25 **Financial Services Manager has the authority to waive any penalty, interest, or fee imposed**
26 **under this Chapter.**

27 **3-10-23: AUTHORITY TO COMPROMISE TAXES:** The Financial Services Manager
28 **shall have the authority to compromise or enter into a payment plan with respect to any**
29 **liability for taxes where the total amount of the liability does not exceed fifty thousand**
30 **dollars (\$50,000.00). Where the total amount of the liability is in excess of fifty thousand**
31 **dollars (\$50,000.00), any compromise or payment plan must be approved by the Town**
32 **Council upon the recommendation of the Financial Services Manager. In any action**
33 **involving the Town Council, the Ski Area Operator expressly waives the Ski Area**
34 **Operator's right to confidentiality.**

35 **3-10-24: REVIEW OF DECISION OF FINANCIAL SERVICES MANAGER:** If a Ski
36 **Area Operator has exhausted all local remedies, the Ski Area Operator may apply for a**
37 **review of any decision of the Financial Services Manager made pursuant to this Chapter.**

1 Such appeal shall be filed in the Summit County District Court within thirty (30) days of
2 the date of such decision, or the Ski Area Operator shall have waived its right to appeal.

3 3-10-25: REVIEW BOND REQUIRED: Within twenty (20) days after making application
4 to the Summit County District Court for review of any decision of the Financial Services
5 Manager, the appealing Ski Area Operator shall file with the Summit County District
6 Court a surety bond in twice the amount of the taxes, penalties, interest and other charges
7 stated in the final decision by the Financial Services Manager which are contested on
8 appeal. The Ski Area Operator may, at the Ski Area Operator's option, satisfy the surety
9 bond requirement by a savings account or deposit in or a certificate of deposit issued by a
10 state or national bank or by a state or federal savings and loan association, in accordance
11 with the provisions of Section 11-35-101(1), C.R.S., equal to twice the amount of the taxes,
12 penalties, interest, and other charges stated in the final decision by the Financial Services
13 Manager. The Ski Area Operator may, at the Ski Area Operator's option, deposit the
14 disputed amount with the Financial Services Manager in lieu of posting a surety bond. If
15 such amount is so deposited, no further interest shall accrue on the contested amount
16 during the pendency of the action. At the conclusion of the action, after appeal or after the
17 time for such appeal has expired, the funds deposited shall be, at the direction of the Court,
18 either retained by the Financial Services Manager and applied against the amount due or
19 returned in whole or in part with interest due to the Ski Area Operator from the date it
20 was paid to the Financial Services Manager. No claim for refund of amounts deposited with
21 the Financial Services Manager need be made by the Ski Area Operator in order for such
22 amounts to be repaid in accordance with the direction of the court.

23 3-10-26: NOTICES: All written notices required to be given to the Ski Area Operator
24 under the provisions of this Chapter shall be personally delivered or mailed by first class
25 mail, postage prepaid, addressed to the last known address of the Ski Area Operator on file
26 with the Town.

27
28 3-10-27: TAX IN ADDITION TO ALL OTHER TAXES: The tax imposed by this Chapter
29 shall be in addition to all other taxes imposed by law.

30 3-10-28: ADMINISTRATION BY FINANCIAL SERVICES MANAGER; RULES AND
31 REGULATIONS: The administration of all provisions of this Chapter is vested in and
32 shall be exercised by the Financial Services Manager, who shall prescribe forms and
33 formulate and promulgate reasonable rules and regulations in conformity with this
34 Chapter for the making of returns, the ascertainment, assessment, and collection of taxes
35 imposed, and the proper administration and enforcement thereof.

36 3-10-29: LIMITATIONS ON ACTIONS TO COLLECT:

37 A. Except as otherwise provided in this Section, no assessment shall be made, suit
38 for collection instituted, or any other action to collect the same be commenced, more than
39 three (3) years after the date on which the tax was due and payable.

1 **B. In the case of a false return, fraudulent act, or failure to file a return, the tax,**
2 **together with interest and penalties, may be assessed or proceedings for the collection of**
3 **such taxes may be commenced at any time.**

4 **C. Before the expiration of the applicable period of limitation, the affected Ski Area**
5 **Operator and the Financial Services Manager may agree in writing to an extension thereof,**
6 **and the period so agreed on may be extended by subsequent agreements in writing made**
7 **before the expiration of the previously agreed upon extension. In the event that the Ski**
8 **Area Operator refuses to extend the period of limitation, the Financial Services Manager**
9 **may extend the period of limitation upon holding a hearing and finding good cause for the**
10 **extension as a result of a delay caused by the Ski Area Operator.**

11 **D. The period of limitation provided herein shall not run against the Town for an**
12 **audit period if written notice is given to the Ski Area Operator prior to the expiration of**
13 **the statute of limitations that the Ski Area Operator’s records will be audited pursuant to**
14 **this Chapter. “Audit period” is the thirty six (36) month reporting period preceding the**
15 **date of the notice of audit.**

16 **3-10-30: VIOLATIONS; PENALTIES:**

17 **A. It is unlawful and a misdemeanor offense for the Ski Area Operator to fail or**
18 **refuse to collect the tax levied by this Chapter, regardless of whether the tax liability is**
19 **disputed or an exemption is claimed.**

20 **B. It is unlawful and a misdemeanor offense for any purchaser of a taxable lift ticket**
21 **to fail or refuse to pay any the tax levied by this Chapter, regardless of whether the tax**
22 **liability is disputed or an exemption is claimed.**

23 **C. It is unlawful and a misdemeanor offense for a Ski Area Operator to fail or refuse**
24 **to remit to the Financial Services Manager the full amount required by the provisions of**
25 **this Chapter, including taxes, penalties, and interest, as and when due pursuant to this**
26 **Chapter.**

27 **D. It is unlawful and a misdemeanor offense for a Ski Area Operator to fail or**
28 **refuse to make or to file any tax return required to be made or filed by this Chapter as and**
29 **when due pursuant to this Chapter, or to make any false or fraudulent return or any false**
30 **or fraudulent statement in any such return.**

31 **E. It is unlawful and a misdemeanor offense for any person to violate any other**
32 **provision of this Chapter.**

33 **F. Any person convicted of a violation described in this Section shall be punished as**
34 **provided in Chapter 4 of Title 1 of this Code.**

1 **3-10-31: AMENDMENTS: This Chapter may be altered, amended, or repealed from time**
2 **to time in the manner provided by law.**

3 Section 2. Title 3 of the Breckenridge Town Code is amended by the addition of a
4 new Chapter 11, entitled “Parking and Transportation Fund,” which shall read in its entirety as
5 follows:

6 **CHAPTER 11**

7
8 **PARKING AND TRANSPORTATION FUND**

9
10 **SECTION:**

11
12 **3-11-1: Definitions**

13 **3-11-2: Parking and Transportation Fund**

14 **3-11-3: Use of Designated Revenues**

15 **3-11-4: Amendments**

16
17 **3-11-1: DEFINITIONS: As used in this Chapter the following words shall have the**
18 **following meanings:**

19 **DESIGNATED REVENUES:**

All revenues collected by the Town from
the Lift Ticket Tax adopted by Chapter 10
of Title 3 of this Code.

20
21 **3-11-2: PARKING AND TRANSPORTATION FUND: There is hereby established a**
22 **special fund of the Town to be known as the Town of Breckenridge Parking and**
23 **Transportation Fund. Immediately upon receipt or collection, the designated revenues shall**
24 **be credited to the Parking and Transportation Fund. The monies in the Parking and**
25 **Transportation Fund shall be expended by the Town Council only for those**
26 **purposes authorized in Section 3-11-3. The amounts expended from the Parking and**
27 **Transportation Fund shall be determined from time to time by the Town Council.**

28
29 **3-11-3: USE OF DESIGNATED REVENUES: The designated revenues shall be used only by**
30 **the Town to pay or reimburse the Town for:**

31 **A. The direct and indirect costs of operating the Town’s transit system, including,**
32 **without limitation, labor, rolling stock, and other costs associated therewith;**

33 **B. The direct and indirect costs of providing public parking within the Town,**
34 **including, without limitation, land acquisition costs, construction, and maintenance; and**

35 **C. Other direct and indirect costs incurred by the Town in enhancing the movement**
36 **of persons and vehicles within the Town, including, without limitation, the cost of**
37 **constructing and maintaining crosswalks and roundabouts.**

SKI LIFT TAX ORDINANCE

1 **3-11-3: AMENDMENTS: This Chapter may be altered, amended, or repealed from time to**
2 **time in the manner provided by law.**

3 Section 3. Except as specifically amended hereby, the BreckenridgeTownCode, and the
4 various secondary codes adopted by reference therein, shall continue in full force and effect.

5 Section 4. The Town Council hereby finds, determines and declares that it has the power
6 to adopt this ordinance pursuant to: (i) Section 12.1 of the Breckenridge Town Charter; (ii)the
7 authority granted to home rule municipalities by Article XX of the Colorado Constitution; and
8 (iii) Section 31-15-501(1)(c) C.R.S.

9 Section 5. This ordinance shall be published as provided by Section 5.9 of the
10 Breckenridge Town Charter, and shall become effective July 1, 2016.

11 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
12 PUBLISHED IN FULL this ____ day of _____, 2016. A Public Hearing shall be held at the
13 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
14 _____, 2016, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
15 Town.

16
17 TOWN OF BRECKENRIDGE, a Colorado
18 municipal corporation
19

20
21 By _____
22 John G. Warner, Mayor
23

24 ATTEST:

25
26
27 _____
28 Helen Cospolich
29 Town Clerk
30

MEMO

TO: Town Council
FROM: Town Attorney
RE: Council Bill No. 6 (Lincoln Park Easements Ordinance)
DATE: February 29, 2016 (for March 8th meeting)

The second reading of the ordinance approving the granting of several easements for the Lincoln Park Subdivision is scheduled for your meeting on March 8th. There are no changes proposed to either the ordinance or the easement agreement from first reading.

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

1 ***FOR WORKSESSION/SECOND READING – MARCH 8***

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

4
5 COUNCIL BILL NO. 6

6
7 Series 2016

8
9 AN ORDINANCE AUTHORIZING THE GRANTING OF EASEMENTS TO
10 UNION MILL, INC., A COLORADO CORPORATION

11
12 WHEREAS, Union Mill, Inc., a Colorado corporation, has requested that the Town grant
13 to it road and alley easements across Town-owned real property to serve the new Lincoln Park
14 Subdivision; and

15 WHEREAS, the requested easements are contemplated by the Town’s approval of the
16 Lincoln Park Subdivision; and

17 WHEREAS, the Town Council has determined that it should grant the requested
18 easements; and

19 WHEREAS, the Town Attorney has informed the Town Council that, in his opinion,
20 Section 15.3 of the Breckenridge Town Charter requires that the granting of the easements be
21 authorized by ordinance.

22 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
23 BRECKENRIDGE, COLORADO:

24
25 Section 1. The Town Manager is authorized, empowered, and directed to execute,
26 acknowledge, and deliver to Union Mill, Inc., a Colorado corporation, a Grants of Easement
27 substantially in the form marked **Exhibit “A”**, attached hereto, and incorporated herein by
28 reference.

29
30 Section 2. The Town Council finds, determines, and declares that it has the power to
31 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX
32 of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

33 Section 3. This ordinance shall be published and become effective as provided by Section
34 5.9 of the Breckenridge Town Charter.

35 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
36 PUBLISHED IN FULL this ____ day of _____, 2016. A Public Hearing shall be held at the
37 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
38 ____, 2016, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
39 Town.
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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk

1 EXHIBIT "A"

2
3 GRANT OF EASEMENTS

4
5 THIS GRANT OF EASEMENTS ("Grant") is made and entered into at Breckenridge,
6 Colorado this ____ day of _____, 2016, by and between the TOWN OF
7 BRECKENRIDGE, a Colorado municipal corporation, whose address is P. O. Box 168,
8 Breckenridge, CO 80424 ("Grantor") and the UNION MILL, INC., a Colorado corporation,
9 whose address is P.O. 777 Pearl Street, Suite 200, Boulder, Colorado 80303 ("Grantee").

10
11 WITNESSETH THAT:

12
13 In consideration of Ten Dollars and other good and valuable consideration, the receipt
14 and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants
15 and restrictions are made:

16
17 1. Grant Of Road Easement. The Grantor hereby grants to the Grantee, its successors
18 and assigns, a perpetual, non-exclusive easement in gross for vehicular and pedestrian ingress
19 and egress over, under, upon, in, across, and through the real property situate in the County of
20 Summit and State of Colorado described and depicted as follows:

21
22 See the attached Exhibit "A" for description
23 and attached Exhibit "C" for depiction

24
25 ("Road Easement").

26
27 2. Grant Of Alley Easements. The Grantor hereby grants to the Grantee, its successors
28 and assigns, perpetual, non-exclusive easements in gross for vehicular and pedestrian ingress and
29 egress over, under, upon, in, across, and through the real property situate in the County of
30 Summit and State of Colorado described and depicted as follows:

31
32 See the attached Exhibits "B-1", "B-2" and "B-3" for
33 descriptions and attached Exhibit "C" for depictions

34
35 ("Alley Easements").

36
37 3. Use Of Road Easement. The easement herein granted for the Road Easement may be
38 used by Grantee, its licensees, lessees, invitees, employees, contractors, and the general public to
39 provide access to and from all property served by the road to be constructed within the Road
40 Easement, including, without limitation, access to and from the Lincoln Park Subdivision. No
41 other use of the Road Easement shall be made or permitted by Grantee without Grantor's prior
42 permission.

43
44 4. Use Of Alley Easements. The easements herein granted for the Alley Easements may
45 be used by Grantee, its licensees, lessees, invitees, employees, contractors, Wellington

GRANT OF EASEMENT

1 Neighborhood Association, and the owners of property in Wellington Neighborhood and Lincoln
2 Park Subdivision to provide access to and from all property served by the private to be
3 constructed within the Alley Easements. No other use of the Alley Easements shall be made or
4 permitted by Grantee without Grantor's prior permission.
5

6 5. Grantor's Use Of Easement Premises. Grantor shall have the right to use and occupy
7 the Road and Alley Easements for any purpose not inconsistent with the full and complete
8 enjoyment of the rights hereby granted.
9

10 6. Improvements. Grantee shall construct upon the Road and Alley Easements, at its
11 sole cost, any and all improvements necessary or desirable in order to make the Easements
12 useable for the stated purposes. Grantee shall indemnify and hold Grantor harmless from all
13 costs (including Grantor's reasonable attorney's fees) arising out of the construction of
14 improvements to the Road and Alley Easements.
15

16 7. Maintenance of Road Easement. Grantor, at its sole cost, shall provide such
17 maintenance, repair, replacement or upkeep as shall be required to maintain the Road Easement I
18 a manner similar to the condition Grantor maintains other similar roads in and around Wellington
19 Neighborhood.
20

21 8. Maintenance Of Alley Easements. Wellington Neighborhood Association, at its sole
22 cost, shall provide such maintenance, repair, replacement or upkeep as shall be required with
23 respect to the Alley Easements in a manner similar to the condition other similar alleys in
24 Wellington Neighborhood are maintained by such Association. Grantee shall further provide at
25 its sole cost any required snow and ice plowing and removal within the Alley Easements.
26

27 9. Relocation of Road Easement and Adjustment of Length of Alley Easements.
28 Grantor, at its sole discretion and cost, may relocate the Road Easement, and the improvements
29 constructed therein by Grantee, and may shorten or lengthen the Alley Easements, and the
30 improvements constructed therein by Grantee, as required for the Alley Easements and
31 improvements to provide access between the Road Easement, and the improvements therein, and
32 the three (3) alleys located within Lincoln Park at the Wellington Neighborhood to which the
33 Alley Easements provide access.
34

35 10. Non-Waiver Of Governmental Immunity. The parties hereto understand and agree
36 that Grantor is relying on, and does not waive or intend to waive by any provision of this Grant,
37 the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any
38 other rights, immunities, and protections provided by the Colorado Governmental Immunity Act,
39 Section 24-10-101, et seq., C.R.S., as from time to time amended ("Act"), or any other law or
40 limitation otherwise available to Grantor, its officers, or its employees.
41

42 11. Grantee's Duty Of Care. Grantee shall exercise the rights herein granted to it with
43 due care.
44

1 12. Indemnification. To the maximum extent allowed by law, Grantee shall indemnify
2 and hold Grantor harmless from all claims, demands, judgments and causes of action (including
3 Grantor's reasonable attorney's fees, court costs and expert witness fees) arising from the use of
4 the Easement Premises by Grantee, its members, licensees, lessees, business invitees, employees,
5 contractors, successors and assigns; provided, however, Grantee shall have no obligation under
6 this Section to the extent any claim, demand, judgment or cause of action is caused by the
7 negligence of Grantor, its agents, employees, officers, contractors, licensees, lessees, successors
8 or assigns.
9

10 13. Insurance. Grantee shall obtain and maintain at all times, at Grantee's sole cost, a
11 policy or policies of comprehensive general liability insurance with limits of coverage of not less
12 than the limits of liability for Colorado municipalities established from time to time by the Act.
13 The Town shall be named as an additional insured on all such policies. Grantee shall furnish the
14 Grantor with a certificate of insurance evidencing compliance with the requirements of this
15 Section prior to the execution of this Grant, and within (20) days of each policy renewal or
16 replacement. The certificate of insurance shall be sent to the Town Clerk, Town of Breckenridge,
17 P.O. Box 168, Breckenridge, Colorado. The certificate of insurance shall provide that Grantee's
18 insurance policy may not be terminated or cancelled without at least thirty (30) days' prior
19 written notice to Grantor, sent to the Town Clerk at the above address.
20

21 14. Default; Remedies.
22

23 14.1 In the event either party materially defaults in the performance of any of the
24 material covenants or agreements to be kept, done or performed by it under the terms of this
25 Grant, the non-defaulting party shall notify the defaulting party in writing of the nature of such
26 default. Within ten (10) days following receipt of such notice the defaulting party shall correct
27 such default; or, in the event of a default not capable of being corrected within ten (10) days, the
28 defaulting party shall commence correcting the default within ten (10) days of receipt of
29 notification thereof and thereafter correct the default with due diligence. If the defaulting party
30 fails to correct the default as provided above, the non-defaulting party, without further notice,
31 shall have the rights provided in Subsections 11.2 and 11.3.
32

33 14.2 If the Grantee shall fail to correct a default as provided in Subsection 11.1, in
34 addition to such rights and remedies as shall be provided by law, the Grantor shall have the right
35 to declare that this Grant is terminated effective upon such date as the Grantor shall designate
36 and Grantee shall execute such appropriate documentation as shall be required to terminate this
37 Grant as requested by Grantor. The Grantee's obligation to execute such appropriate
38 documentation shall be specifically enforceable against Grantee. The rights and remedies
39 provided for herein may be exercised singly or in combination.
40

41 14.3 If the Grantor shall fail to correct a default as provided in Subsection 11.1, the
42 Grantee shall have such rights and remedies as shall be provided by law.
43

44 15. Attorney's Fees. If any action is brought in a court of law by either party to this
45 Grant concerning the enforcement, interpretation or construction of this Grant, the prevailing

1 party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees, as well as
2 costs, including expert witness' fees, incurred in the prosecution or defense of such action.
3

4 16. Notices. Except as otherwise provided, all notices provided for or required under this
5 Grant shall be in writing, signed by the party giving the same, and shall be deemed properly
6 given when actually received or three (3) days after being mailed, by certified mail, return
7 receipt requested, addressed to the parties hereto at their addresses appearing on the signature
8 page(s). Each party, by written notice to the other party, may specify any other address for the
9 receipt of such instruments or communications.

10
11 17. Modification. This Grant may be modified or amended only by a duly authorized
12 written instrument executed by the parties hereto. Oral amendments to this Grant shall not be
13 permitted.
14

15 18. Applicable Law. This Grant shall be interpreted in all respects in accordance with the
16 laws of the State of Colorado without regard to its conflict of laws rules.
17

18 19. Waiver. The failure of either party to exercise any of its rights under this Grant shall
19 not be a waiver of those rights. A party waives only those rights specified in writing and signed
20 by the party waiving such rights.
21

22 20. Incorporation of Exhibits. All exhibits described in this Grant are incorporated herein
23 by reference.
24

25 21. Binding Effect. The provisions of this Grant shall be binding upon and shall inure to
26 the benefit of the successors and assigns of the parties hereto.
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30 **[Remainder of page intentionally left blank]**
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GRANTOR:

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Rick G. Holman, Town Manager

(AFFIX TOWN SEAL HERE)

ATTEST:

Helen Cospolich
Town Clerk

GRANTEE:

UNION MILL, INC., a Colorado corporation

By: _____
David G. O'Neil, President

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STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Rick G. Holman, Town Manager, and Helen Cospolich, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by David G. O'Neil, as President of Union Mill, Inc., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

STABLES ROAD
ACCESS EASEMENT

AN ACCESS EASEMENT LOCATED WITHIN THE TOWN OF BRECKENRIDGE STABLES, STILLSON PATCH PLACER M.S. 1466. A TRACT OF LAND AS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER FOR SUMMIT COUNTY COLORADO AT RECEPTION NO. 544207.

SAID ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER 2 OF THE FRENCH GULCH PLACER, M.S. 2589AM, SAID POINT BEING IN FACT THE TRUE POINT OF BEGINNING.

THENCE CONTINUING FOR THE FOLLOWING 25 COURSES:

- 1) S18°28'00"E, A DISTANCE OF 23.99 FEET;
- 2) 43.01 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 99.80 FEET AND A CHORD WHICH BEARS S47°21'36"W, A DISTANCE OF 42.67 FEET;
- 3) S59°40'47"W, A DISTANCE OF 13.55 FEET;
- 4) 74.66 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND A CHORD WHICH BEARS S16°54'01"W, A DISTANCE OF 67.92 FEET;
- 5) S25°52'45"E, A DISTANCE OF 69.80 FEET;
- 6) 77.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 475.00 FEET AND A CHORD WHICH BEARS S30°32'14"E, A DISTANCE OF 77.15 FEET;
- 7) S35°11'43"E, A DISTANCE OF 160.25 FEET;
- 8) 107.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 525.00 FEET AND A CHORD WHICH BEARS S29°19'09"E, A DISTANCE OF 107.50 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF LINCOLN PARK AT THE WELLINGTON NEIGHBORHOOD FILING NO. 1;
- 9) S18°28'00"E ALONG SAID WESTERLY BOUNDARY FOR A DISTANCE OF 91.08 FEET;
- 10) 119.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 525.00 FEET, AND A CHORD WHICH BEARS S06°59'41"E, A DISTANCE OF 118.78 FEET;
- 11) S00°29'57"E, A DISTANCE OF 49.35 FEET;
- 12) 49.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, AND A CHORD WHICH BEARS S08°39'42"E, A DISTANCE OF 49.69 FEET;
- 13) S16°49'27"E, A DISTANCE OF 85.52 FEET;
- 14) S73°10'33"W, A DISTANCE OF 50.00 FEET;
- 15) N16°49'27"W, A DISTANCE OF 85.52 FEET;
- 16) 64.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET, AND A CHORD WHICH BEARS N08°39'42"W, A DISTANCE OF 63.89 FEET;

- CONT'D -

17) N00°29'57"W, A DISTANCE OF 49.35 FEET;

18) 287.64 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 475.00 FEET,
AND A CHORD WHICH BEARS N17°50'50"W, A DISTANCE OF 283.27 FEET;

19) N35°11'43"W, A DISTANCE OF 160.25 FEET;

20) 85.36 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 525.00 FEET,
AND A CHORD WHICH BEARS N30°32'14"W, A DISTANCE OF 85.27 FEET;

21) N25°52'45"W, A DISTANCE OF 69.80 FEET;

22) 149.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET,
AND A CHORD WHICH BEARS N16°54'01"E, A DISTANCE OF 135.84 FEET;

23) N59°40'47"E, A DISTANCE OF 13.55 FEET;

24) 24.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.09 FEET, AND
A CHORD WHICH BEARS N45°26'01"E, A DISTANCE OF 24.67 FEET;

25) S74°21'26"E, A DISTANCE OF 32.66 FEET TO THE TRUE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINING 48479 SQUARE FEET, 1.1129 ACRES.

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Exhibit "B"
To Grant of Easement Between the Town of Breckenridge (as Grantor) and Union Mill, Inc. (as
Grantee)

Legal Description of Alley Easements

[ATTACH Exhibits B-1, B-2 & B-3 Legal Descriptions]

EXHIBIT B-1

ALLEY 2
ACCESS EASEMENT

AN ACCESS EASEMENT LOCATED WITHIN THE TOWN OF BRECKENRIDGE STABLES, STILLSON PATCH PLACER M.S. 1466, A TRACT OF LAND AS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER FOR SUMMIT COUNTY COLORADO AT RECEPTION NO. 544207.

SAID ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER 2 OF THE FRENCH GULCH PLACER, M.S. 2589AM, THENCE S18°28'00"E, A DISTANCE OF 424.42 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING FOR THE FOLLOWING 4 COURSES:

- 1) S18°28'00"E, A DISTANCE OF 20.00 FEET;
- 2) S71°32'00"W, A DISTANCE OF 8.52 FEET;
- 3) 20.49 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 525.00 FEET, AND A CHORD WHICH BEARS N31°03'41"W, A DISTANCE OF 20.49 FEET;
- 4) N71°32'00"E, A DISTANCE OF 12.99 FEET TO THE TRUE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINING 214 SQUARE FEET, 0.0049 ACRES.

EXHIBIT B-2

ALLEY 3A
ACCESS EASEMENT

AN ACCESS EASEMENT LOCATED WITHIN THE TOWN OF BRECKENRIDGE STABLES, STILLSON PATCH PLACER M.S. 1466. A TRACT OF LAND AS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER FOR SUMMIT COUNTY COLORADO AT RECEPTION NO. 544207.

SAID ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER 2 OF THE FRBNCH GULCH PLACER, M.S. 2589AM, THENCE S18°28'00"E, A DISTANCE OF 690.84 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING FOR THE FOLLOWING 4 COURSES:

- 1) S18°28'00"E, A DISTANCE OF 20.07 FEET;
- 2) 23.28 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET, AND A CHORD WHICH BEARS S75°18'14"W, A DISTANCE OF 23.21 FEET;
- 3) 20.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 525.00 FEET, AND A CHORD WHICH BEARS N01°45'41"W, A DISTANCE OF 20.10 FEET;
- 4) 17.45 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 65.00 FEET, AND A CHORD WHICH BEARS N73°53'22"E, A DISTANCE OF 17.40 FEET TO THE TRUE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINING 394 SQUARE FEET, 0.0090 ACRES

EXHIBIT B-3

ALLEY 4A
ACCESS EASEMENT

AN ACCESS EASEMENT LOCATED WITHIN THE TOWN OF BRECKENRIDGE STABLES, STILLSON PATCH PLACER M.S. 1466. A TRACT OF LAND AS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER FOR SUMMIT COUNTY COLORADO AT RECEPTION NO. 544207.

SAID ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER 2 OF THE FRENCH GULCH PLACER, M.S. 2589AM, THENCE S18°28'00"E, A DISTANCE OF 916.95 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING FOR THE FOLLOWING 6 COURSES:

- 1) S18°28'00"E, A DISTANCE OF 80.90 FEET;
- 2) N32°46'46"W, A DISTANCE OF 111.54 FEET;
- 3) 34.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 40.00 FEET, AND A CHORD WHICH BEARS N57°44'17"W, A DISTANCE OF 33.76 FEET;
- 4) N16°49'27"W, A DISTANCE OF 21.22 FEET;
- 5) 60.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, AND A CHORD WHICH BEARS S61°53'42"E, A DISTANCE OF 58.39 FEET;
- 6) S32°46'46"E, A DISTANCE OF 33.15 FEET TO THE TRUE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINING 2406 SQUARE FEET, 0.0552 ACRES.

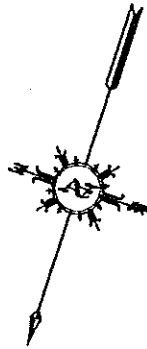
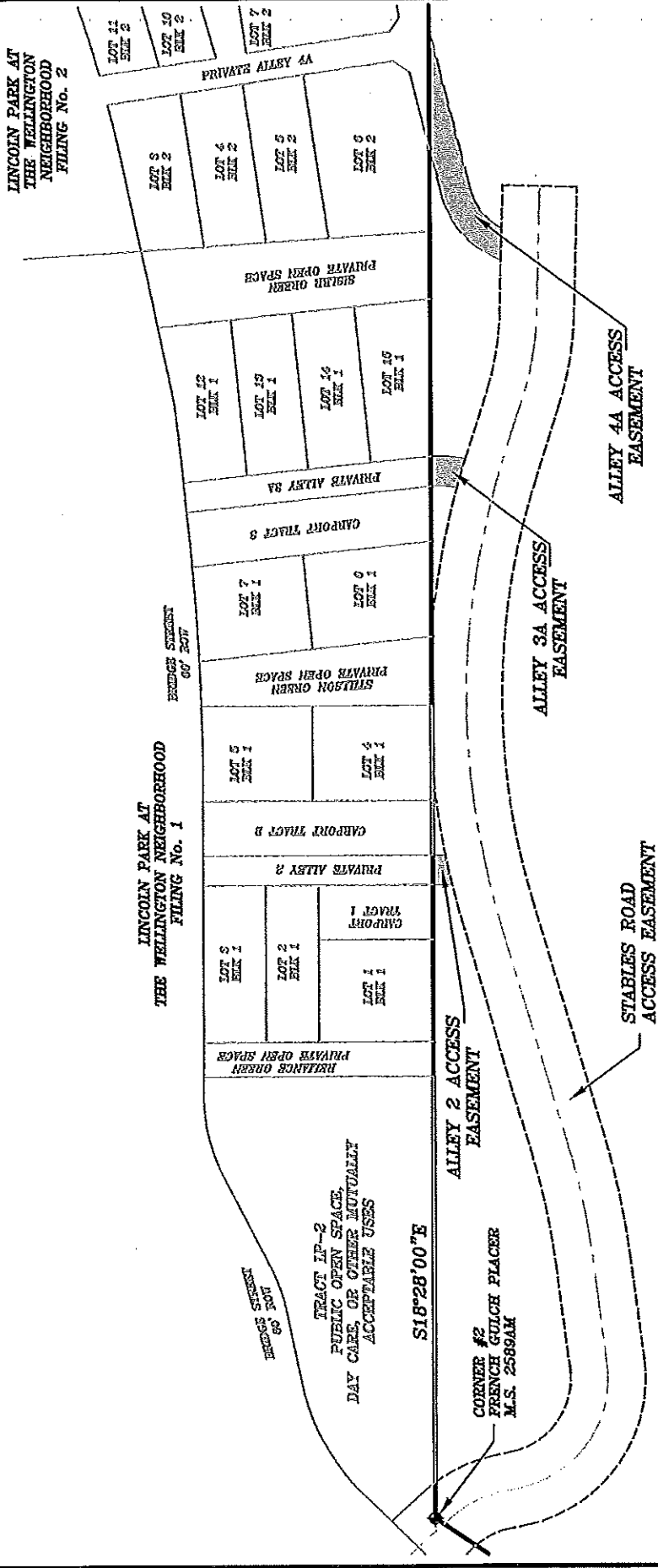
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Exhibit "C"
To Grant of Easement Between the Town of Breckenridge (as Grantor)
and Union Mill, Inc. (as Grantee)

Depiction of Road Easement and Alley Easements

[ATTACH Exhibit C Depictions]

STABLES ROAD ACCESS EASEMENTS
 STILLSON PATCH PLACER M.S. 1466,
 TOWN OF BRECKENRIDGE
 SUMMIT COUNTY, COLORADO



STILLSON PATCH PLACER M.S. 1466
 TOWN OF BRECKENRIDGE
 REC. No. 544207

BASILINE SURVEYS, LLC
 P.O. BOX 7578 BRECKENRIDGE COLO. 80424
 SCALE 1" = 100'
 DATE 12/10/2015
 DRAWING NO. 2003-0547
 CHECKED BY: J.L.O.
 JOB NO. 2003



MEMORANDUM

TO: Town Council

FROM: Michael Mosher, Planner III

DATE: March 2, 2016 (for March 8th meeting)

SUBJECT: First Reading- Landmarking the Marvel House - 318 North Main Street

Enclosed with this memo is a landmarking ordinance at first reading for the Marvel house located at 318 North Main Street. The property that is the subject of the ordinance is:

An Ordinance Designating Certain Real Property
As A Landmark Under Chapter 11 Of Title 9 Of The Breckenridge Town Code
(Lot 9, Snider Addition)

The Town Council approved the Marvel House Addition, Restoration, and Landmarking (PL-2015-0328) on February 9, 2016. Landmarking the structures was a condition of Development Permit approval which included the restoration of the historic building. The building qualifies for local landmarking with the following:

The improvements on the property are more than fifty (50) years old and meet the “architectural” designation criteria for a landmark as set forth in Section 9-11-4(A)(1)(a) because it is of a style particularly associated with the Breckenridge area and in Section 9-11-4(A)(1)(b) because the property exemplifies cultural, political, economic or social heritage of the community. And, the improvements meet the “physical integrity” criteria for a landmark as set forth in Section 9-11-4(A)(3) of the Breckenridge Town Code because the structure on the property is in its original location or is in the same historical context after having been moved.

The Planning Commission approved this project on February 2, 2016 and recommended that the Town Council adopt the structure as a local landmark. This ordinance will fulfill the landmarking condition of approval for the Development Permit.



The Marvel House is the historic structure (behind all these trees) on the current Montessori School location at North Main Street. Staff will be available at the meeting for questions.

1 ***FOR WORKSESSION/FIRST READING – MAR. 8***

2
3 COUNCIL BILL NO. ____

4
5 Series 2016

6
7 AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK
8 UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE
9 (Lot 16 Snider Addition)

10
11 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
12 COLORADO:

13
14 Section 1. Findings. The Town Council of the Town of Breckenridge hereby finds and
15 determines as follows:

16
17 A. Kathleen M, Sieben owns the hereinafter described real property. Such real
18 property is located within the corporate limits of the Town of Breckenridge, County of
19 Summit and State of Colorado.

20
21 B. Kathleen M, Sieben filed an application with the Town pursuant to Chapter 11
22 of Title 9 of the Breckenridge Town Code seeking to have the Town designate the
23 hereinafter described real property as a landmark (“Application”).

24
25 C. The Town followed all of procedural requirements of Chapter 11 of Title 9 of
26 the Breckenridge Town Code in connection with the processing of the Application.

27
28 D. The improvements on the hereinafter described real property are more than
29 fifty (50) years old and meet the “architectural” designation criteria for a landmark as set
30 forth in Section 9-11-4(A)(1)(a) of the Breckenridge Town Code because it is of a style
31 particularly associated with the Breckenridge area and in Section 9-11-4(A)(1)(b)
32 because the property exemplifies cultural, political, economic or social heritage of the
33 community.

34
35 E. The improvements on the hereinafter described real property meet the
36 “physical integrity” criteria for a landmark as set forth in Section 9-11-4(A)(3) of the
37 Breckenridge Town Code because the structure on the property is in its original location
38 or is in the same historical context after having been moved.

39
40 F. In accordance with the requirements of Section 9-11-3(B)(3) of the
41 Breckenridge Town Code, on February 2, 2016 the Application was reviewed by the
42 Breckenridge Planning Commission. On such date the Planning Commission
43 recommended to the Town Council that the Application be granted.

44
45 G. The Application meets the applicable requirements of Chapter 11 of Title 9 of
46 the Breckenridge Town Code, and should be granted without conditions.

1
2 H. Section 9-11-3(B)(4) of the Breckenridge Town Code requires that final
3 approval of an application for landmark designation under Chapter 11 of Title 9 of the
4 Breckenridge Town Code be made by ordinance duly adopted by the Town Council.
5

6 Section 2. Designation of Property as Landmark. The following described real
7 property located in the Town of Breckenridge, Summit County, Colorado:
8

9 Lot 16 Snider Addition to the Town of Breckenridge; commonly known and
10 described as 318 North Main Street, Breckenridge, Colorado 80424
11

12 is hereby designated as a landmark pursuant to Chapter 11 of Title 9 of the Breckenridge
13 Town Code.
14

15 Section 3. Police Power Finding. The Town Council hereby finds, determines and
16 declares that this Ordinance is necessary and proper to provide for the safety, preserve the health,
17 promote the prosperity, and improve the order, comfort and convenience of the Town of
18 Breckenridge and the inhabitants thereof.
19

20 Section 4. Town Authority. The Town Council hereby finds, determines and declares
21 that it has the power to adopt this Ordinance pursuant to the authority granted to home rule
22 municipalities by Article XX of the Colorado Constitution and the powers contained in the
23 Breckenridge Town Charter.
24

25 Section 5. Effective Date. This Ordinance shall be published and become effective as
26 provided by Section 5.9 of the Breckenridge Town Charter.
27

28 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
29 PUBLISHED IN FULL this ____ day of _____, 2016. A Public Hearing shall be held at the
30 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
31 _____, 2016, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
32 Town.
33

34 ATTEST:

TOWN OF BRECKENRIDGE

35 _____
36 Helen Cospolich
37 Town Clerk
38

John G. Warner, Mayor



MEMORANDUM

To: Mayor and Town Council
From: Shannon Haynes, Chief of Police
Date: March 1, 2016
Subject: Marijuana Licensing Ordinance - Moratorium

On February 23rd Council directed staff to draft a revision to the current Marijuana Licensing Ordinance that would provide an option for the local licensing authority to issue a retail marijuana establishment license to a current medical marijuana business licensee. Absent a revision to the ordinance, the issuance of any new license would be prohibited under the current moratorium until July 1, 2016.

The attached draft ordinance would allow for the issuance of a retail establishment license to a current medical marijuana business licensee if the licensee surrenders their medical license. All other provisions of the current licensing ordinance remain in effect.

Tim Berry and I will be present at the work session on Tuesday, March 8th to answer questions.

1 **FOR WORKSESSION/FIRST READING – MARCH 8**

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

5
6 COUNCIL BILL NO. 11

7
8 Series 2016

9
10 AN ORDINANCE AMENDING CHAPTER 14 OF TITLE 4 OF THE BRECKENRIDGE
11 TOWN CODE, KNOWN AS THE “TOWN OF BRECKENRIDGE 2013 MARIJUANA
12 LICENSING ORDINANCE,” TO ALLOW FOR THE ISSUANCE OF A NEW RETAIL
13 MARIJUANA LICENSE TO THE HOLDER OF A CURRENT MEDICAL MARIJUANA
14 LICENSE

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

18
19 Section 1. Section 4-14-8(D) of the Breckenridge Town Code is amended to read as
20 follows:

21
22 D. Until July 1, 2016, **except as provided below**, the Local Licensing Authority
23 shall not: (i) accept or process an application for a new medical marijuana
24 business or retail marijuana establishment license under this Chapter, or (ii)
25 approve and issue any new medical marijuana business or retail marijuana
26 establishment license under this Chapter. However, prior to July 1, 2016 the Local
27 Licensing Authority may: **(1) approve a transfer of ownership of an existing local**
28 **license or a change of location of an existing licensed premises in accordance**
29 **with the applicable codes, the applicable administrative regulations, and the**
30 **applicable requirements of this Chapter; and (2) issue a new local retail**
31 **marijuana establishment license to the holder of a valid local medical**
32 **marijuana business licensee if the licensee surrenders the local medical**
33 **marijuana business license**. For the purpose of this Section, a “new medical
34 marijuana or retail marijuana establishment license” means a local medical
35 marijuana business or retail marijuana establishment license under this Chapter
36 that was not issued by the Local Licensing Authority and in full force and effect
37 prior to November 11, 2014.

38
39 Section 2. Except as specifically amended by this ordinance, the
40 BreckenridgeTownCode, and the various secondary codes adopted by reference therein, shall
41 continue in full force and effect.

42
43 Section 3. The Town Council finds, determines and declares that it has the power to
44 adopt this ordinance pursuant to: (i) the Colorado Medical Marijuana Code, Article 43.3 of Title
45 12, C.R.S.; (ii) Section 16 of Article XVIII to the Colorado Constitution; (iii) the Colorado Retail
46 Marijuana Code, Article 43.4 of Title 12, C.R.S.; (iv) the applicable administrative

1 regulations;(v) The Local Government Land Use Control Enabling Act, Part 1 of Article 20 of
2 Title 29, C.R.S.; (vi) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal zoning
3 powers); (vii) Section 31-15-103, C.R.S. (concerning municipal police powers); (viii) Section
4 31-15-401, C.R.S. (concerning municipal police powers); (ix) Section 31-15-501, C.R.S.
5 (concerning municipal authority to regulate businesses); (x) the authority granted to home rule
6 municipalities by Article XX of the Colorado Constitution; and (xi) the powers contained in the
7 Breckenridge Town Charter.
8

9 Section 4. The Town Council further finds, determines, and declares that this ordinance
10 is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
11 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
12 thereof.
13

14 Section 5. This ordinance shall be published and shall become effective as provided by
15 Section 5.9 of the Breckenridge Town Charter.
16

17 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
18 PUBLISHED IN FULL this ____ day of _____, 2016. A Public Hearing shall be held at the
19 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
20 _____, 2016, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
21 Town.
22

23 TOWN OF BRECKENRIDGE, a Colorado
24 municipal corporation
25

26
27 By: _____
28 John G. Warner, Mayor
29

30 ATTEST:
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33 _____
34 Helen Cospolich
35 Town Clerk
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TO: Town Council

FROM: Michael Mosher, Planner III

DATE: March 1, 2016 for meeting of March 8, 2016

SUBJECT: First Reading: Amendment to Policy 36, Absolute, Temporary Structures

The Town Council approved Ordinance 29, Series 2015 on October 13, 2015. Part of this ordinance amended Development Code Policy 36 (Absolute) Temporary Structures identifying a specific square footage cap for Special Rules for Temporary Tents Located Upon Certain Properties.

During the research for the 2015 amendment, Staff had contacted the larger properties such as Beaver Run, Breckenridge Grand Vacations, and Vail Resorts to establish past precedent for tents that these properties had permitted in the past and for their future needs. Beaver Run conveyed that the tent they have been using over the years was no greater than 4,000 square feet. And as a result, 4,000 square feet was set as the square footage cap for the ordinance.

Since the 2015 policy amendment, Staff has learned that the Beaver Run tent is actually comprised of four separate connected tents with a total square footage of 5,000 square feet.

Since the Town Council voiced during the 2015 revision that Beaver Run should continue to utilize their seasonal tent under Policy 36 (Absolute) we are now proposing an amendment to this policy to increase the maximum square footage to accommodate the size of their existing tent.

Staff and Town Attorney are presenting an amendment to this policy with the only change that no temporary tent approved pursuant to this subsection (2) may exceed 5,500 square feet in size. (An extra 500 square feet is proposed as a precaution.)

Staff will be available for any questions.

1 ***FOR WORKSESSION/FIRST READING – MARCH 8***

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 2016

9
10 AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE
11 TOWN CODE, KNOWN AS THE “BRECKENRIDGE DEVELOPMENT CODE,” BY
12 AMENDING POLICY 36 (ABSOLUTE) CONCERNING
13 TEMPORARY TENTS

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

17
18 Section 1. Subsection F(2)(e) of Section 9-1-19-36A, “Policy 36 (Absolute) Temporary
19 Structures” is amended to read as follows:

20 (e) No temporary tent approved pursuant to this subsection (2) may exceed 4,000
21 **5,500** square feet in size; and

22
23 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
24 various secondary codes adopted by reference therein, shall continue in full force and effect.

25
26 Section 3. The Town Council finds, determines, and declares that this ordinance is
27 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
28 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
thereof.

29
30 Section 4. The Town Council finds, determines, and declares that it has the power to
31 adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act,
32 Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal
33 zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)
34 Section 31-15-401, C.R.S. (concerning municipal police powers); (v) the authority granted to
35 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers
36 contained in the Breckenridge Town Charter.

37
38 Section 5. This ordinance shall be published and become effective as provided by
39 Section 5.9 of the Breckenridge Town Charter.

Section 6.

40 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
41 PUBLISHED IN FULL this ____ day of _____, 2016. A Public Hearing shall be held at the
42 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of

1 _____, 2016, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
2 Town.

3
4 TOWN OF BRECKENRIDGE, a Colorado
5 municipal corporation
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9 By _____
10 John G. Warner, Mayor

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12 ATTEST:

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16 _____
17 Helen Cospolich
18 Town Clerk
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Memorandum

TO: TOWN COUNCIL
FROM: Dale Stein, Assistant Town Engineer
DATE: March 2, 2016
RE: Public Projects Update

Please note that for 2016 the format of the Public Project Update has been modified to include all of the “active projects”. The most recent schedule for each project will be shown for easy reference for Staff, Management and Council. Recent updates will be shown first in the memo.

Kingdom Park Playground (Updated 3-08-16)

Schedule: Staff is procuring playground equipment, including swings, and expects to have the playground open by the 4th of July. This public project will be presented to the planning commission on March 16th and back to Town Council on March 22nd.

Roadway Resurfacing (Updated 3-08-16)

Schedule: This project will be advertised next week and bid on March 25, 2016. The asphalt overlay and concrete replacement in the core of Town is scheduled to begin in late May as weather permits and continue through June 24th. Locations beyond the core of Town will be completed throughout the summer.

Four O'clock Roundabout (Updated 3-08-16)

Schedule: Staff has received commitments from all of the impacted landowners to allow acquisition of the new right-of-way needed for the roundabout. Staff is currently working with the landowners and CDOT to finalize the required documentation to close on the properties. We now expect to have the right-of-way clearance for the project from CDOT in the next week, enabling staff to advertise the project for bid in late March, and begin construction in May, 2016. During the first phase, we expect W. Washington to be closed to traffic and detoured. Vehicles needing access to W. Washington (Riverwalk Center) will be detoured to Adams Ave, via Main Street.

Four O'clock Landscaping (Updated 3-08-16)

Schedule: Landscape work is anticipated to be bid and completed after the construction of the roundabout, later this fall or in the spring of 2017

Breckenridge Theater (Updated 3-08-16)

Schedule: The theater expansion project continues to progress on schedule and on budget. Interior painting is nearly complete, with flooring, bar finishes, and seating being installed in the coming weeks. Staff would like to work with Council to schedule a tour of the new facility after April 8th.

Airport Road Crosswalk Light (Updated 3-08-16)

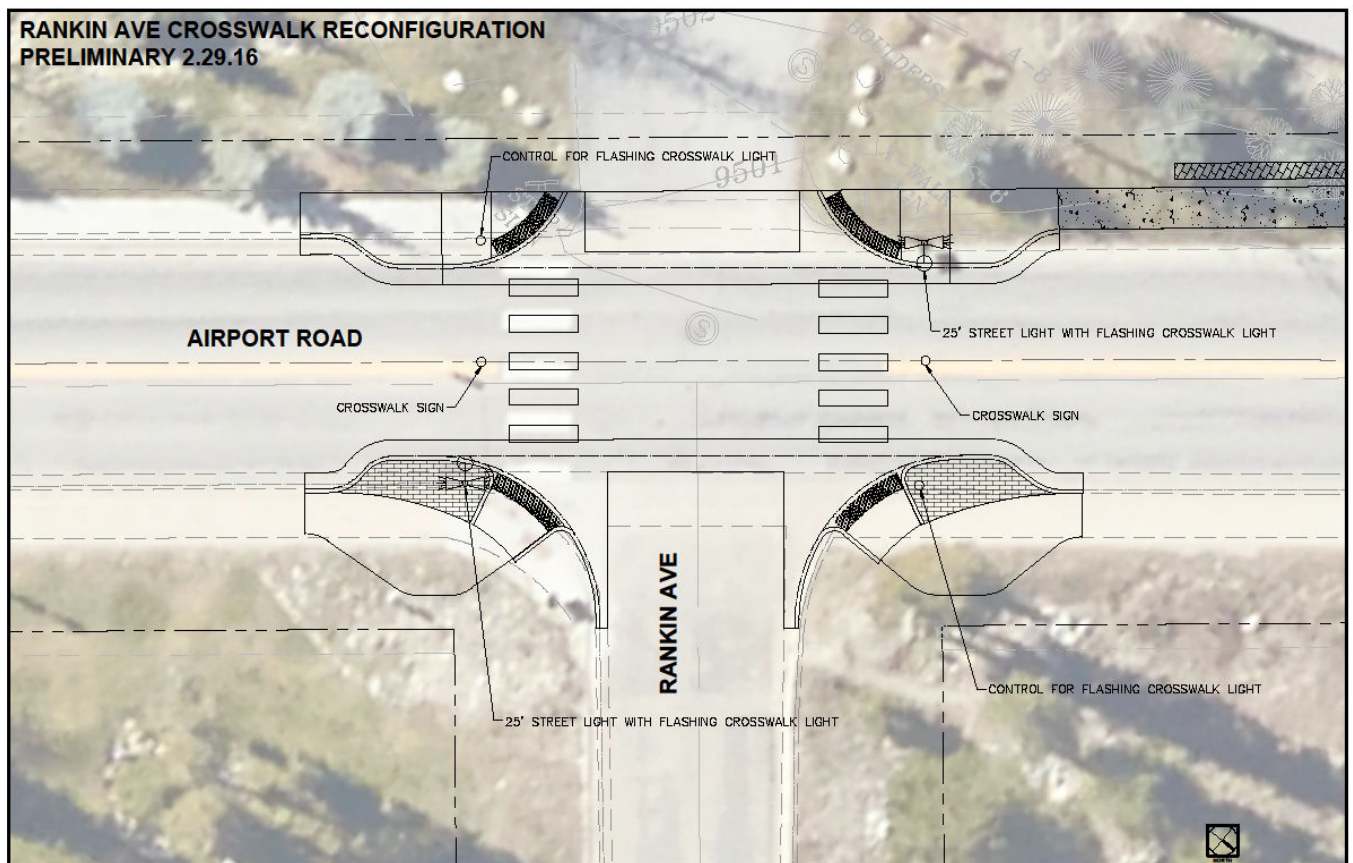
Schedule: The pedestrian-activated flashing yellow lights were installed by Staff the week of March 7th, and are functional.

Pinewood Sidewalk Connection (Updated 3-08-16)

Description: Staff has been looking at design alternatives to enhance the safety of the pedestrian crosswalk at Pinewood Village/Rankin Avenue. Since the Pinewood sidewalk connection extends to this crosswalk, it would be beneficial to complete the crosswalk enhancements at the same time as the sidewalk connection. The drawing below shows the proposed intersection design for the crosswalk, which includes intersection bulb-outs, new curb ramps, and 25' street lights with flashing crosswalk lights.

Schedule: The Pinewood Sidewalk Project will be advertised next week and bids will be opened on March 25th. Construction will begin in summer 2016 and be completed prior to July 4th.

Budget: The addition of the sidewalk work and lighting at the Rankin intersection will increase the cost of the project, however Staff believes the contingency previously included in the budget may cover the overrun. Staff will advise Council of the total project costs once bids are opened.



Proposed intersection improvements at Rankin Ave. to increase visibility of pedestrians and signal lights at the crosswalk.

North Main Street Restrooms (Updated 3-08-16)

Budget: Staff has performed a preliminary budget estimate for the re-use of the historic Wentzell Cabin for the public restrooms to be located near the Carter Museum. In addition to the construction costs previously identified in the original project budget, the new estimate includes costs for cabin relocation, restoration of the log structure, a basement for mechanical equipment, and demolition of the existing non-historic shed. The new budget for this re-use project is in the range of \$350,000 to \$400,000 dollars. Staff has reviewed this preliminary budget with BHA representative Robin Theobald. Staff will bring a more refined budget to Council once the project is bid for construction.

BHA had previously placed \$25,000 in their 2016 budget as a placeholder toward a cabin restoration project. BHA recommends using \$20,000 of these funds toward the Town’s CIP restroom project and holding \$5,000 of the funds for a historic interpretation of the cabin by BHA.

The table below summarizes the estimated project budget, CIP funds previously appropriated, BHA funds available for the project, and the unfunded balance for the proposed project. A budget range is presented due to the preliminary nature of the estimate.

	BUDGET RANGE	
Estimated Project Budget	\$ 350,000	\$ 400,000
2015 CIP Funds	\$ 125,000	\$ 125,000
BHA Funds	\$ 20,000	\$ 20,000
Remaining Unfunded Balance	\$ 205,000	\$ 255,000

Schedule: As previously discussed, the historic cabin will become available for the project on September 15th, 2016 and delivered to the site by early October. It is anticipated that the utility work and foundation could be completed during the summer of 2016, and the contractor could work to dry-in the structure prior to winter. Barring any delays in moving the cabin, the earliest the restrooms could be completed and open would be late winter or early spring 2017. A conservative schedule would have the restrooms operational by summer 2017. If the cabin is not used for the project, Staff estimates that the new construction for the restrooms could be completed by late fall 2016.

Does Council approve the increased budget for the re-use of the historic Wentzell cabin as a restroom facility?

Active Projects – No Update

Riverwalk Center Lobby (Updated 2-23-16)

Schedule: DTJ Design, in conjunction with the larger parking/transit/pedestrian study, is currently reviewing the programmatic requirements and site improvements needed for the lobby addition. DTJ will provide an order of magnitude cost estimate this spring for the lobby addition and associated site work to verify the estimates done by Semple Brown in 2012.

Riverwalk Center Stage Rigging (Updated 2-23-16)

Schedule: Rigging plans and logistical planning has been completed with contractors and the primary rigging company. Minor purchasing and installation will be ongoing throughout the spring as holes in the established production calendar allow. The major phase of the rigging install to commence late October and to be completed by Thanksgiving.

Arts District Production Equipment (Updated 2-23-16)

Schedule: Purchasing will continue throughout the spring and summer months with a goal of complete deployment of new equipment by Aug 10th, as the 2nd annual Breckenridge International Festival of Arts commences.

Public Radio Utility Line (Updated 2-23-16)

Schedule: This is not a Town project and a schedule is not known at this time.

Parking/Transportation Consultant Review (Updated 2-23-16)

Schedule: Current parking and transportation analysis is currently underway with recommendations being made in the summer of 2016.

Recreation Center Elevator (Updated 2-23-16)

Schedule: This project is on hold until the Recreation Center Facilities Improvements Study is completed. The existing lift has been repaired and is currently operational.

Recreation Center Tennis Courts (Updated 2-23-16)

Schedule: This project is on hold until the Recreation Center Facilities Improvements Study is completed.

Recreation Facilities Improvements (Updated 2-23-16)

Schedule: Options prepared by the project architect will be established in the next few months and brought back to Council in May or June.

Outdoor Ice Rink Roof (Updated 2-23-16)

Schedule: The design is underway and costs will be established once the design is completed. Construction will begin in summer of 2016 and be completed by November 2016.

Ice Rink Roof Repair (Updated 2-23-16)

Schedule: Staff has advertised the project for bids and expects to contract with a qualified firm in April of 2016 and complete the work on the roof during the Summer of 2016.

Transit Technology Enhancements (Updated 2-23-16)

Schedule: Staff will be installing, during this spring and summer, the electronic display signs and connecting the signs to the system. Staff is currently also participating in the Parking and Transportation Study and will have opportunity to incorporate the forthcoming recommendations of the consultants.

Blue River Parks (Updated 2-23-16)

Schedule: Project architect / planner DTJ Design was contracted in 2015 to produce 50% CD plans for Oxbow Park to be used in the grant application. Staff will prepare the 2016 GOCO grant application as well as an updated cost estimate for presentation to Council as a possible 2017 CIP construction project.

French Gulch Road Bus Turnaround (Updated 2-23-16)

Schedule: The design of the pond remediation and the bus turnaround/bus stops are currently being finalized. The project will be bid in April and construction will occur in late summer, so that the improvements can be constructed after the spring runoff. Fall completion of the project will allow the new transit service to be provided for the 2016/2017 winter.

Airport Road Skier Parking Entrance (Updated 2-23-16)

Schedule: Staff is currently finishing the design for the Airport Road Skier Parking Entrance. The project will be bid in April and construction will occur in the summer of 2016.

Blue River Reclamation (Updated 2-23-16)

Schedule: Final construction drawings are being completed by project consultant Tetra Tech and are scheduled to be ready for bidding of the river channel construction in April of this year. We anticipate the successful bidder will begin the new river work in July, once the spring run-off has receded. Landscaping, which includes bank stabilization and slope vegetation, will follow the river construction in the fall of 2016 and spring of 2017. Following the river work, we anticipate building the new river crossing on Coyne Valley Road in 2017.

Second Water Plant Design (Updated 2-23-16)

Schedule: Planning and design efforts are underway. Construction will not begin until spring of 2017. Construction is expected to be complete by the end of 2018.

Tarn Dam Repairs (Updated 2-23-16)

Schedule: Staff has identified some repairs that are needed for the Goose Pasture Tarn Dam. The initial "Siphon" installation project will be done in the spring and summer of 2016.

MEMO

TO: Mayor & Town Council
FROM: Rick Holman, Town Manager
DATE: March 3, 2016
SUBJECT: Committee Reports for 3-8-2016 Council Packet

Police Advisory Committee **March 2, 2016** **Chief Haynes**

2016 Community Representatives: Dave Askeland, Carrie Balma, Tom Byledbal, Dick Carleton, Jeff Chabot, Phil Gallagher, Ramon Gomez, Sandi Griffin, Tessa Rathjen, Jason Smith, Jim Trisler, Kaleigh Klaas.

The Police Advisory Committee (PAC) held its bimonthly meeting on March 2, 2016. The Chief and PAC members discussed the following:

- **Mayor Warner:** Mayor Warner thanked the committee for their work and provided an update on the conversion of the Liquor Licensing Authority to the Liquor and Marijuana Licensing Authority. Mayor Warner also asked the group to provide feedback to Chief Haynes on a possible amendment to the Marijuana Licensing Ordinance that would allow for the issuance of a local retail marijuana license to a current medical marijuana business licensee. The issuance of any new license is prohibited under the current moratorium and requires an amendment to the current ordinance.
- **Use of Force Review:** Assistant Chief McLaughlin reported on the Professional Standards Audit completed for incidents in 2015. These incidents included: Response to Resistance* (RTR), Motor Vehicle Accidents, Inquiries (policy/procedure questions), and Internal Investigations. Highlights included:
 - 50% reduction in motor vehicle accidents involving Police Department vehicles from 2014 (8 accidents) to 2015 (4 accidents). After review, one (1) of the accidents in 2015 was deemed preventable versus three (3) in 2014.
 - One inquiry into police procedure regarding traffic citations.
 - One Internal Affairs investigation related to a use of force incident. The involved personnel were found to have acted within policy.
 - Sixteen (16) RTR reports. All reports were generated internally and all actions were within policy.

*Response to Resistance reports are intended to provide oversight and evaluation of use of force incidents.

- **Marijuana Licensing:** As requested, the group discussed the potential change to the marijuana licensing ordinance described above. Chief Haynes provided the group with an overview of the request from the current medical marijuana licensee. The group expressed concerns relative to making an exception for one business in one class of businesses. The group felt more progress should be made on issues related to edibles and youth consumption before any additional retail shops are opened.

The group indicated an interest in discussing the marijuana moratorium at their May meeting.

- **Youth Substance Use:** Committee members discussed youth use of vape pens. There was consensus that youth use of e-cigarettes and vape pens is a concern. Chief Haynes updated the group on the current status of the Healthy Futures Initiative (HFI) community survey. The survey is complete and is being analyzed. The Healthy Kids Colorado data should be available shortly. Chief Haynes will add this topic to the May agenda for discussion.
- **Parking & Transit Update:** Chief Haynes updated the committee on community and stakeholder meetings held on February 18th.

Submitted 03.02.16 to the Agenda Team

Current Representatives: Hilary Chu, Brandon Gonski, Peyton Rogers, Robin Theobald, David Levinson, Jeri Heminghaus, James Phelps, Gary Shimanowitz, Leslie Sikon, Dan Corwin, Julie Chandler, Currie Craven, Peter Bakken, Hal Vatcher

The Parking & Transit taskforce met on Tuesday, March 1st and discussed the following:

- **Thank you from Mayor Warner:** Mayor Warner joined the group at the start of the meeting and thanked them for all their hard work over the last year and half.
- **Lot Utilization to date:** Matthew Collver provided the group with a recap of lot utilization since the start of the ski season including the impact of overnight parking and the Ice Rink lot day use permit.
 - **Ice Rink** – Day use in the Ice Rink lot continues to be below optimal levels at an average daily occupancy of approximately 41%. The group discussed a variety of options, including potential pricing changes and way-finding to direct visitors from the south, and decided the best course of action is to continue the current management strategy through the end of the ski season. The taskforce would like to reassess with a full season of data.

Overnight use in the Ice Rink has been at or over capacity on Friday and Saturday nights since the last weekend of January. The group was not in favor of adding capacity for overnight. Guests continue to have the option to park at the Satellite lot.
 - **East Sawmill Lot** – The East Sawmill employee lot continues to be well utilized by employees. Employees are also taking advantage of the Wellington lot for overflow parking (Monday – Thursday). A concern was brought up, prior to the meeting, regarding business vehicles parking in the employee lot. In this case, the vehicles are properly permitted and allowed to park in the employee lot. Matthew Collver met with a representative from the company who agreed to limit parking in the employee lot to only those times when trash or laundry removal needs to take place in the business parking lot.
- **Transit:** James Phelps provided the committee with an update on transit ridership. He noted ridership is still up in 2015 over 2014. The system is up 18% overall, which equates to about 69K riders.
- **Next meeting: To Be Determined**

Jim Andrews, Summit Stage Director, updated the advisory board on the Smart Bus technology project. The project is still working thru minor challenges and the second phase is underway. Over the next few months project will be fully implemented. The Stage has (5) buses that will undergo mid-life refurbishment over the summer. Long term bus replacement will be a topic for the upcoming May planning retreat. At this meeting, Summit Stage will be looking for feedback from the advisory board for setting priorities and goals for the upcoming year/s. Summit Stage ridership for majority of the routes continues to increase over last year. The Blue River, with limited service is meeting the performance standard. There is interest of BR residents to further explore possibilities to expand the service for the area. The Board recommended that Blue River officials and Park County initially meet to share any common interests. A multi partner approach would be attractive for grant application for a new service thru this corridor. This was the approach used for the Lake County Link. This route showed an increase of 81.2% over same January month last year. Mass Transit Tax Receipts for 2015 were up 9.8% over 2014.

Committees	Representative	Report Status
CAST	Mayor Warner	No Meeting/Report
CDOT	Rick Holman	No Meeting/Report
CML	Rick Holman	No Meeting/Report
I-70 Coalition	Rick Holman	No Meeting/Report
Mayors, Managers & Commissioners Meeting	Mayor Warner	Verbal Report
Liquor Licensing Authority*	Helen Cospolich	No Meeting/Report
Wildfire Council	TBD	No Meeting/Report
Breckenridge Creative Arts	Robb Woulfe	No Meeting/Report
Summit Stage Advisory Board*	James Phelps	Included
Police Advisory Committee	Chief Haynes	Included

CMC Advisory Committee	Rick Holman	No Meeting/Report
Recreation Advisory Committee	TBD	No Meeting/Report
Housing and Childcare Committee	Laurie Best	No Meeting/Report
Childcare Advisory Committee	Jenise Jensen/Emily Oberheide	No Meeting/Report
Breckenridge Events Committee	Kim Dykstra	No Meeting/Report
Sustainability Taskforce	Mark Truckey	No Meeting/Report
Parking and Transit Taskforce	Chief Haynes	Included

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.*



To: Breckenridge Town Council

From: Larissa O'Neil, Breckenridge Heritage Alliance

Re: BHA project updates

The purpose of this memo is to update the Town Council on BHA projects currently underway or forecasted to begin summer 2016.

X10U8 Ore Chute Stabilization

BHA originally budgeted \$30,000 in the 2016 CIP for stabilization of the X10U8 Ore Chute in French Gulch. Summit County Open Space & Trails committed \$15,000 (their funding is contingent upon OSAC design approval).

A 2012 study found that the X10U8 is in good structural condition. The report recommended stabilization measures to prevent further deterioration and eventual collapse, including: drainage improvements around the structure; reducing loads on the structure's retaining wall; and a new roof.

The engineer from the 2012 study is considering two roof options: 1) a gabled roof to resemble the original 1880 roof in form and materials, or 2) a flat protective roof that will not significantly alter the X10U8's appearance. Cost, wind loading and other factors are being analyzed. Due to the unique nature of the structure and the exposure required to work on the X10U8, expenses for the project will be significantly higher than originally anticipated. Contractor estimates for design, materials, labor and equipment may be as high as \$140,000 (up to \$95,000 more than is currently allocated).

The BHA board remains committed to this project. The X10U8 is an iconic structure – the best example of an ore chute in Summit County – that is viewed by tens of thousands of visitors each year. Unlike other partially collapsed mine structures in the area, the X10U8 is in sound condition and will remain that way if we take preventative measures to ensure its long-term preservation.



Lincoln City

BHA recently completed an Historic Structure Assessment (HSA) of Lincoln City in partnership with the Forest Service. The HSA recommends future preservation treatments and interpretation. The State Historical Fund (SHF) covered the majority of the HSA costs.

Estimated costs to stabilize and interpret the six remaining structures in Lincoln City total approximately \$150,000. Two assessments – archaeological and botanical – as well as listing the site on the National Register of Historic Places must take place before preservation work can begin. The SHF may fund up to 75% of future project costs.

The BHA board supports moving forward in partnership with the Forest Service. SHF funding is a good option for this site, as we are not under any time constraints to complete the work and all parties are in agreement that the site should remain a “ghost town”. The Forest Service is receptive to granting BHA a special use permit for future work.

Wentzell Cabin

The BHA supports the move and adaptive reuse of the Wentzell Cabin for public restrooms. Robin Theobald will help facilitate the cabin move. BHA will also oversee the cabin’s interpretation, to include signs contrasting the history and craftsmanship of the Wentzell Cabin to the Carter Museum.

Welcome Center Re-Design

BHA released an RFP for the Welcome Center re-design on February 2nd. The RFP calls out three important components to the re-design - interactive displays, state-of-the-art technology and “one-stop-shop” ticketing. We expect up to six submissions. The deadline for proposals is March 15th.

Reiling Gold Dredge

The Reiling Dredge hydrology study wrapped up in December. Findings indicate that it is possible to raise the pond level, thereby changing the point at which deterioration is happening most rapidly. However, there are logistical challenges, up to \$130,000 in capital investment, and ongoing operating costs associated with this work.

Anticipated costs for stabilizing the dredge by re-erecting the cabin walls and rear gantry may be as high as \$500,000. We are waiting for the consultant’s final report, which should be complete by April.

BHA is not ready to make a formal recommendation to the Council. We are concerned about escalating costs and complicated logistics associated with stabilization, so BHA is considering other less expensive options for long-term interpretation and preservation (i.e. pulling the partially-submerged gantry beams out of the water).

French Gulch Historic Interpretation

The purpose of the French Gulch Historic Interpretation concept is to inform the general public about the vast mining and social history found in French Gulch and to educate users about the delicate nature of the area’s historic artifacts. In 2016, BHA plans to install six interpretive signs (up to 10 additional signs are recommended for future phases). BOSAC approved the project; we continue to work with Summit County Open Space to seek their permission.

MEMORANDUM

TO: Town Council

FROM: Mark Truckey, Assistant Director of Community Development
Chris Kulick, Planner II

SUBJECT: SustainableBreck Annual Report

DATE: March 1, 2016 for March 8 Council Meeting

The Town Council adopted the SustainableBreck Plan in July of 2011, after several years of development and community input. One of the key focuses of the Plan was a goal of monitoring the Plan over time to see how the community has progressed on the different topics addressed in the Plan. Thus, a series of “Indicators” were created with baseline data established for each Indicator. Staff has prepared the 2016 Annual Report, with the Indicators being one of the main elements of the report. The report also outlines some key achievements related to different sustainability topics. Attached is a copy of the draft Annual Report for the Council’s review.

As outlined in the Annual Report, a number of actions were undertaken in 2015 to further the Town’s sustainability efforts. Some highlights include:

- Continued implementation of the Town’s disposable bag program. We estimate that the bag fee resulted in about a 40 percent reduction in bag use in the first year compared to before the fee was implemented. In the second full year of the program, bag use reduced by another five percent compared to 2014. Meanwhile retail sales increased by eight percent, so the relative decrease in bag use was even greater.
 - About 30 retail businesses have exempted out of the bag fee by providing evidence that they use plastic bags that are 2.25 mils or thicker in size. Approximately another 30 retail businesses have been exempted from the fee for other reasons (e.g., they only use very small bags which are exempt, they do not use any bags at all).
- The voluntary SustainableBreck Business Certification program, which provides town funded sustainability and energy audits to businesses, continued to grow in participants. 36 businesses are actively participating in the program with 22 of those businesses receiving certification for undertaking various sustainability upgrades. A new Gold, Silver, Bronze level of certification recognition was also initiated in 2015.
- Participation increased in the second year of the Breckenridge Energy Smart residential program, with 44 Breckenridge residences enrolled in the program in 2015 and 14 of them implementing energy upgrades.
- The Town’s Green Team hosted the first LED bulb sale event in December 2015. Bulbs were sold for \$1.00 apiece and the entire 1,000 unit stock was sold out in 20 minutes. This resulted in an immediate electricity reduction in households where the bulbs were installed. The Green Team intends to hold an even larger LED sale in April 2016.

- A total of 910 properties in the Upper Blue Basin participated in the curbside pick-up and chipping program, further reducing forest fuel loads in and around Town.
- The Town initiated an ambitious project to study our transportation and parking systems and identify solutions to traffic congestion and parking capacities, including opportunities for enhanced transit and pedestrian circulation. The voters of Breckenridge approved a tax on ski area lift tickets that will provide a funding mechanism for transportation and parking improvements.
- In 2015, the Town funded child care scholarships for 108 children. This represents approximately 40% of the children in care. Full-time program co-pays range from \$15 to \$1,900 per month. By comparison unassisted tuition would range from \$1,300 to \$3,031 for these same families.
- Four properties received historic landmark designation in 2015.

Some of the findings of the 2015 Annual Report include:

- Real estate sales showed a significant increase in both sales volume and number of transactions from 2014 to 2015. Taxable retail sales also showed a solid increase in the same period.
- Over half of all Breckenridge workers are taking alternative modes of transportation (e.g., walking, transit) to work, which greatly exceeds national and state averages, and this alternative transportation use is trending upwards.
- Days of traffic congestion decreased slightly in the 2014/2015 season from 26 days/year of manual traffic control in 2013/2014 to 23 days.
- Breckenridge's yearly per capita water production decreased 46% between 2000 and 2015.
- An additional 3.8 miles of trail was added to the Town's trail system in 2014 and 66 acres of open space were acquired.
- The new Prospector Park was completed, providing a park/open space setting on North Main Street. The Wellington Bike Park was also completed, providing training opportunities for bikers of all abilities.
- \$3,300,000 was committed to the childcare scholarship fund which will support the program into 2021 and allow the Childcare task Force and Town Council to determine the best long-term funding options.
- Solid waste generation continues to be an area in need of improvement, including the waste diversion/recycling rate.

Council Feedback

After the Council has reviewed the Annual Report, staff will post the report on the Town's SustainableBreck web page. Staff appreciates any questions or suggestions that the Council has on the Annual Report.



SUSTAINABLEBRECK

Annual Report
2016



Dr. John Warner

It is our pleasure to present the 2015 Town of Breckenridge Sustainable-Breck Annual Report.

This last year, a top priority for the Town has been taking a close look at our transportation and parking program. We are committed to creating a sustainable transportation network, that minimizes traffic congestion, improves our transit system, provides easily accessible parking, and enhances the ability for pedestrians to walk throughout the town. To further that goal, we recently asked for and received approval from Town voters to enact a ski lift ticket tax that will generate several million dollars annually that will go towards further transportation improvements. We are currently working on a major study to

define the most appropriate types of transportation improvements for Breckenridge.

In addition to transportation, the 2016 Sustainability Report highlights some great achievements regarding reducing the Town's carbon footprint.

As an example, since 2011, the Town of Breckenridge has saved over \$350,000 by purchasing clean locally produced energy from a power purchase agreement program. That savings can be used to ensure funding for programs and services our community has come to expect.

Some other actions that the Town has taken in the last year include growing the SustainableBreck Business Certification program, having a wildly successful LED bulb sale program for local residents, constructing Prospector Park and Wellington Bike Park, expanding free transit service, completing new pedestrian and bicycle improvements throughout Town, adding several miles of multi-use trails, and providing childcare scholarships to 108 children.

While this report highlights major community achievements, it also is intended to hold the Town and community responsible for goals set in the SustainableBreck Plan.

We are not just reporting our accomplishments but also noting where we fall short so that we can identify actions that need to be taken.

Looking towards the future, we need to connect with other regional governmental leaders and the community where mutual interests intersect. Issues related to affordable housing, energy efficiency, trash reduction, clean air and water, or green jobs creation do not stop at the Town's borders, and we acknowledge that we must work collectively as a region on all these important issues in order to achieve success.

Finally, none of the accomplishments listed here would have been possible without the expertise and enthusiasm of the Town's Green Team and employees from every department. We thank them for their efforts, leadership and hard work.

Enjoy the report and thank you for your efforts in making this community more sustainable.

Dr. John Warner , Mayor



**SUSTAINABILITY EFFORTS TO DATE
AT A GLANCE**

\$19,474,332

dedicated funds used to acquire
open space

8,980,069

riders that have used the Freeride transit
system since its inception in 1997

1,000

kilowatts added by the Stillson & McCain
Solar Gardens.

910

properties that participated in the chipping program

657

number of deed-restricted workforce housing units

46%

reduction in per-capita water usage
from 2000-2012

27

number of locally landmarked historic structures

48.5

miles of in-Town bikeways

23%

reduction in solid waste from 2008-2015

1,312

childcare scholarships given

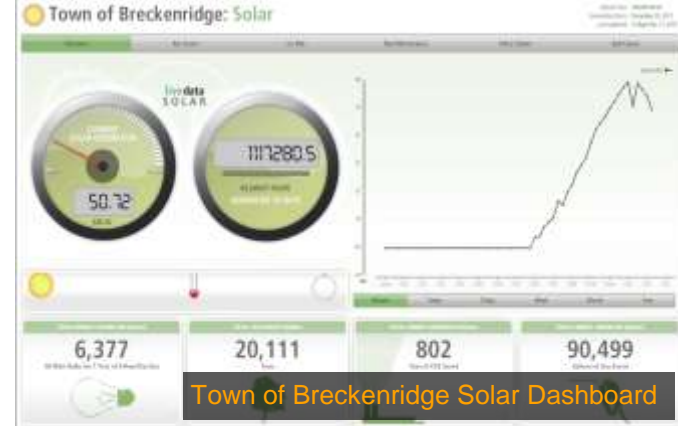
Plan Monitoring Indicators & Targets: (How We Measure Success)

The goal of the monitoring program is to provide the community and decision-makers a snapshot of the level of progress being made on different sustainability topics.

For each category specific indicators have been developed to measure progress toward meeting the goals and actions of the SustainableBreck Plan. Indicators are tools that help to determine the condition of a system, or the impact of a program, policy or action. When tracked over time indicators tell us if suggested actions are helping achieve stated goals. This provides useful information to assist with decision-making.

Specific targets have been created for many of the indicators. The targets represent aggressive yet achievable milestones for the community. Unless otherwise noted, the targets are for the year 2030 using 2010 as a baseline. In many cases a trend direction was substituted for a numerical target.

Colors are assigned (green, yellow, or red) to indicate a good, fair, or poor condition for each indicator in comparison to the stated goals from the Plan. Similarly, an upward, downward or straight arrow shows if the indicator is improving, stabilizing, or getting worse.



Resource Conservation

The Town strives to significantly decrease overall community resource consumption, specifically the consumption of non-renewable energy, fuels and non-recyclable materials. The Town government should take a leadership role in reducing its own energy consumption, increasing its use of renewable energy to power the energy it needs for its own facilities, and should explore innovative strategies to become a zero waste government.



Energy Use—Overall resource use is stable while sustainable practices are increasing. Town-wide electrical consumption in 2014 (our most recent year of available data) is 2% below 2013 levels. Natural gas consumption decreased 1.4% over the same time. CO2 production associated with energy consumption has decreased 1.5% since 2013, largely due to the reduction of residential energy use. Overall significant progress has been made towards our goal of a 20% reduction in energy use by 2020. Since 2007 electricity consumption has decreased 22.1%, natural gas use has increased 10.8% and CO2 from electricity and natural gas has decreased 23.5 % Town wide.



Renewable Energy-The community falls short of our goal of 10% of electricity being produced by renewable resources by 2020. Presently only a small percentage of Breckenridge’s electricity (3.4%) comes from renewable resources. Despite our low percentage of overall electricity coming from renewable resources, 1,018 kW of renewable infrastructure was added in 2013. Of the 1,018 kW added, 66% is utilized by residents and businesses of Breckenridge and the remainder is used in other Summit County communities. Solar on Town facilities (418 KW installed), offsets 11% of all Town facility electric consumption.



Solid Waste Generation - From 2007-2015, solid waste has decreased by 23%, which is ahead of our 2020 reduction goal of 20%. However 2014-2015 saw a 8.8% increase in solid waste. During 2014-2015 our waste diversion rate (percent of materials recycled) remained steady at 21%. The current waste diversion rate of 21% is significantly below our goal of a 40-75% diversion rate by 2020.



Stillson Solar Garden



Summit County Materials Recycling Facility



Western Slope Natural Gas Rigs

2015 Resource Conservation Achievements

- Disposable bag use in Town retail shops decreased five percent the first nine months of 2015 as compared to 2014. During the same period taxable sales in the Town increased eight percent, so the relative overall decrease in bag use is greater. The Town's disposable bag fee was implemented in October 2013.
- Energy upgrades to Town facilities, including: lighting upgrades and high efficiency boiler/furnace upgrades at Public Works and the golf course, heating efficiency upgrades at the Timberline Learning Center.
- The voluntary SustainableBreck Business Certification program released provides town funded sustainability and energy audits to businesses. 36 businesses are actively participating in the program with 22 businesses certified to date. A new tiered recognition system (Gold, Silver, Bronze certifications) was initiated in 2015.
- A "Bright Friday" LED sale was conducted where LED bulbs were made available at a highly discounted rate to town residents. One thousand bulbs were sold in about 20 minutes.
- Voluntary Breckenridge Energy Smart residential program, 44 Breckenridge residences were enrolled in the program in 2015, receiving free energy audits, with 14 of them implementing energy upgrades.

DID YOU KNOW?

The average person goes through 500 plastic bags every year. We estimate that over 3 million single use bags are distributed annually in Town. Remember to carry a reusable bag when shopping.



Breckenridge Re-Usable Bag



Community Recycling Center

Local Economy

The Town seeks to Focus on efforts to enhance and promote the tourism related economy, strengthen marketing efforts toward new visitors and provide an atmosphere which focuses on economic stability in real estate and commercial trades.

National



Unemployment– Both Summit County and the State of Colorado’s average annual unemployment rates have steadily declined since 2011 and are now at their lowest rates since before the recession. The national unemployment rate also declined for the fifth year in a row. 2015’s average employment rates were: Summit County 2.6 %, State of Colorado 4.1 % and United States 5.3 %.

State



Local



Area Median Income (AMI)– In Summit County, the AMI declined 4.5 % in 2015.

\$ Volume Sales



Real Estate– The dollar volume of sales in the Breckenridge area increased by 37.1 % from 2014 to 2015. Real estate transactions for the same period increased by 18.7 %. The number of properties starting the foreclosure process decreased by 57 % during the same time period.

Foreclosures



Lodging– Lodging occupancy rates were up 10.2 % in 2015 as compared to 2014. The Average Daily Rate also increased in the same period by 7.4 %.



Sales Tax- Breckenridge taxable sales for 2015 were up 9.5 % compared to 2014.





2015 Dew Tour





Snow Sculptures

Local Economy continued...

 **Consumer Confidence Index (CCI)**- The Consumer Confidence Index (CCI), has seen a general upward trend for the last four years and reached a high in 2015 that has not been attained since pre-recession numbers.

 **Real Estate Transfer Tax (RETT)**- The Real Estate Transfer Tax receipts for the year 2015 exceeded year 2014 receipts by 18.8 %.

 **Standard & Poor's 500 (S&P 500)**- The S&P 500 average monthly adjusted closing price reached record highs in 2015, continuing an upward trend in the index that started over five years ago. Although the S&P 500 is not a direct measurement of the local Breckenridge economy, there is a very strong correlation between S&P 500 trends and our local economic trends.

 **Traffic**-The annual traffic count at the Eisenhower tunnel (westbound) for 2015 was 5.2 % higher than 2014 tunnel traffic. Data for traffic coming into town on Highway 9 was unavailable for much of 2014 because of highway construction, so we cannot make good comparisons of these traffic patterns from 2014 to 2015.



2015 Economic Achievements

- The real estate market showed strong growth in 2015 both in terms of sales volume and in the number of transactions occurring.
- Development activity was very strong in the Town, with several large lodge buildings under construction.
- Retail sales increased by 9.5 percent.
- Town has hosted a USA Pro Cycling Challenge Stage for the fifth consecutive year, attracting thousands of visitors to the Town during a normally slow week, and further establishing our brand as a destination recreation community.
- The Arts District Master Plan was substantially completed, with the completed renovation of the Old Masonic Hall. The Arts District provides new cultural offerings to visitors and residents.
- The Town and Breckenridge Ski Resort hosted the Dew Tour for the seventh consecutive year, giving worldwide exposure to our winter sports facilities through 4 hours of live NBC network programming.



Transportation

The Town strives to lessen automobile dependency in favor of alternative modes of travel to reduce the consumption of fossil fuels, alleviate traffic congestion and minimize the amount of resources dedicated to parking management and infrastructure.



Alternative Transportation—According to the 2014 American Community Survey, U.S. Census, alternative transportation usage among Breckenridge’s workforce is higher than the U.S. and State of Colorado averages. 2014 shows significant growth from 2013 (of 3.8%) in alternative transportation usage with public transit and walking the preferred methods in Town for 55% of the respondents. Breckenridge commuters used public transportation and walked in greater numbers than all of the similar communities they were compared against (Aspen, Boulder, Frisco & Park City).



Traffic Volumes—Traffic Volumes have been reviewed dating back to the 2001. Overall the total number of vehicles entering Breckenridge from the north hit an all time high during the 2014/2015 ski season. This is a substantial reversal after many years of reduced volume and is the first season since the SustainableBreck Plan was adopted that we did meet our goal of not exceeding 2007-2008 traffic volumes. However, from 2001/2002 – 2014/2015 ski season traffic volume slightly increased (>1% growth). Over the same time period skier days increased 14% and Upper Blue Housing Units Increased 30%.



Transit—Since the launch of the Freeride there has been a significant growth in ridership. From 2014 to 2015 ridership increased 13% and is 7% above 2007’s baseline target.

Parking—The Town is in the process of conducting a comprehensive parking and transportation study. Upon the completion of this study we will update our parking indicator.



Congestion—The Town began measuring days of congestion in the 2009/2010 winter season to better identify congestion trends and reoccurring trouble spots. In 2009/2010, a total of 26 days required manual traffic control. In each subsequent year the days of congestion have fluctuated between 20 and 26. In 2013/2014 the number of days increased to 26 and most recently in 2014/2015 the number dropped to 23.



Free Ride Bus



Town-Controlled Parking Lot



Blue River Bike Path



Well Used Bike Parking



EV Charging Station



Pay Parking



Pre-school Bike Safety Class

2015 Transportation Achievements


- The Town is in the process of conducting a large scale transportation and parking study.
- The Town completed new pedestrian and bike improvements throughout Town.
- The Town held it's seventh annual Employee Green Commutes Program, encouraging employees to take an alternative mode of transportation to work, with 55 employees attaining their personal commuting goals.
- Town of Breckenridge was re-certified as a Gold Level, Bicycle Friendly Community by the League of American Bicyclists.
- The Town purchased several new hybrid vehicles for its fleet.
- Bicycle safety training is provided to all elementary and pre-school students in Breckenridge.


DID YOU KNOW?

The Town is currently conducting a comprehensive transportation evaluation to better optimize our transportation system for residents and guests.

Water

The Town seeks to conserve water, maintain high standards of water quality and increase its ability to fully store available water rights to ensure an adequate water supply for future generations.

 **Water Use** — In 2015, the Town of Breckenridge Water System produced an estimated 658 million gallons of water, up 17% from 2014. Despite this increase, 2015's water production is down 28% from our benchmark year, 2007. Breckenridge's yearly per capita water production decreased 46% between 2000 and 2015.

 **Peak Day Water Use**—Peak day water use and per capita peak day water use increased from 2014 to 2015 but were still below our benchmark year of 2007.



Portable Water Station



Lawn Sprinkler

2015 Water Achievements

- The Town implemented water conservation measures that included permanent outdoor watering restrictions.
- Additional water bottle filling stations were added at Public Works and the Police Station. These stations encourage residents and visitors to use reusable water bottles and also provide marketing for the purity of the Town's water supply.
- The Town is moving forward with planning for a new water treatment facility at the north end of Town, on the McCain property. A second plant would allow for expansion of the water service area and could serve as a back up to the primary water treatment plant.
- After 39 years of service Gary Roberts, the Town's Water Manager Retired. Long-term Assistant Water Manager Laura Lynch was promoted as the Town's new Water Manager.

DID YOU KNOW?

The Town is required conduct lead and copper testing (done together at the same time) every three years. The Town has been on a reduced schedule since 1995 because our results are consistently low. Unlike many older cities, the Town does not have any lead service lines in our distribution system.



Goose Pasture Tarn




The Blue River





Recycled Water

Recreation & Open Space

The Town aspires to maintain our existing inventory of open space properties and trails, acquire additional open space property that complements existing properties, increase trail connectivity, provide new recreational opportunities, renovate existing parks/facilities and develop new parks and facilities

 **Open Space Acreage** — Since the Open Space Program’s inception in 1996, 4,491 acres of open space have been acquired. In 2015, 65.6 acres were acquired through the program, including joint Town/County purchases.

 **Miles of trails** — The Town jointly maintains 54.7 mile network of trails. Many of these trails are jointly maintained with Summit County. In the last year, 3.8 miles of new trails have been constructed and incorporated into the Town’s trail network. In addition to the Town’s trail network, there are over 100 miles of trails on national forest land that connect with and complement the joint Town/ County trail system.

 Presently the Town Manages 55 acres of park space. In the last year 0.30 acres of new park space (Prospector Park) has been developed. In recent years the Town completed the 16,000 square foot Breckenridge Skate Park, the Kingdom Park Turf Field and the Highline Railroad Park. In addition to these recent park developments the Town has identified a number of future park sites including the Oxbow Park along the Blue River near the proposed Dennison Placer housing development.



Breckenridge Skate Park



Prospector Park



Kingdom Park Basketball Courts



Cucumber Gulch



Kingdom Park Turf Field



River Trail

2015 Recreation and Open Space Achievements


- \$ 175,899 of open space funds were used to acquire 65.6 acres of open space in 2015.
- In 2015, 320 individuals volunteered for trail maintenance projects which totaled 1,762 hours of time for an estimated value of \$40,650.
- The Wellington Bike Park and Prospector Park were completed in 2015.
- 5 new trails totaling 3.8 miles were added in 2015.


DID YOU KNOW?


The Town has added over 31 miles of non-motorized trails since 2005.

Forest Health

The Town seeks to aggressively undertake forest health initiatives to protect residents and visitors from a large scale wildfire, protect the Town’s watershed and associated water supply infrastructure and conduct large scale replanting efforts in areas with extensive tree removal.

 **Forest Management Treatment on Open Space Properties** — After years of conducting forest health and defensible space treatments on Town open space, the Town has completed the cutting treatments recommended in a report for Town-owned property. We continue to monitor forest management needs on town lands and will pursue other efforts as needed.

 **Forest Management Treatment on National Forest Properties** — To combat the existing unhealthy forest conditions, the U.S. Forest Service is proposing to treat 3,632 acres of forest surrounding the Town of Breckenridge. To date, 1,439 of the 3,632 acres have been treated.

 **Chipping Program**— In its second year, the County’s chipping program removed 2,627 wood slash piles from 910 households in the Upper Blue Basin in 2015. Volumes were slightly less in 2015 but the number of households participating increased, indicating a greater awareness of the program and resulting in a decrease in wildfire fuel loads on the forest floor.



2015 Forest Health Achievements

- The Red, White, and Blue Fire District performed 64 inspections/evaluations on properties in the Upper Blue Basin in the past year, identifying for property owners areas to clear for defensible space and techniques for “structure hardening” to make residential homes less susceptible to airborne wildfire embers.
- In 2015, 500 trees were planted by volunteers on open space property.
- Almost two-thirds of the households participating in the curbside chipping program in 2015 did not participate in 2014, indicating a growing awareness of the program.

DID YOU KNOW?

The Town has partnered with the Bristlecone Foundation to plant over 2,000 trees since 2010.



USFS Work near Preston



Bristlecone Foundation Tree Planting

Housing

The Town strives to ensure the availability of affordably priced housing for its permanent residents through the protection of market-rate housing serving as workforce housing, the creation of deed restricted for sale units priced for average incomes families and the creation of deed restricted rental housing.



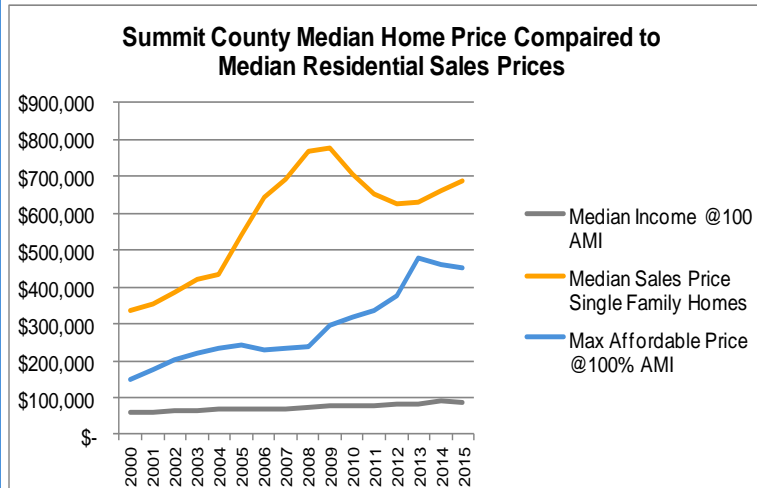
Deed Restricted Workforce Housing Inventory — In 2015, 10 deed restricted workforce housing units were added to the Town’s inventory. Since 2001 the number of deed restricted workforce housing units has increased from 279 to 657 units.



Housing Affordability Gap — In the last year, the gap between the median sales price of residential property in Summit County and the affordable price for a four person family making 100% of the area median income (AMI) has increased due to an increase in median sales price and a drop in area median income.

Housing Affordability Gap Explained

The housing affordability gap is the gap between the maximum mortgage that a four person household earning 100% of the area median income can afford and the median sales price of housing in Summit County at the average annual interest rate.



Wellington Neighborhood (For Sale Workforce Housing)



Wellington Neighborhood (For Sale Workforce Housing)



Pinewood II (Rental Workforce Housing)



Lincoln Park (For Sale Workforce Housing)

2015 Housing Achievements





- 10 new private sector deed restricted workforce housing units were constructed in the Maggie Point Neighborhood in 2015.
- The Town initiated construction of the Pinewood II workforce housing project. The project will have 45 rental units and serve the below 60% AMI market.
- The third phase of the Wellington Neighborhood (Lincoln Park) received development approval and is expected to produce 62 deed restricted workforce units (15 units at 80% AMI, 30 units at 100% AMI and 17 units at 120% AMI) when completed.
- The Huron Landing workforce project was approved and will break ground in the spring of 2016. When completed, the project will add 26 additional rental units of workforce housing.

DID YOU KNOW?

Workforce Housing has decreased in-commuting by 100,000+ vehicle miles per week.

Land Use

Protecting backcountry lands, historic resources, maintaining service commercial uses and not exceeding the Upper Blue Basin’s buildout are all land use priorities for the Town.

-  **Buildout** — As of January 1, 2015 the combined total of residential units located in the Upper Blue River Valley (Breckenridge, Blue River and unincorporated Summit County) is 11,312, below the target cap of 14,255 units.
-  **Backcountry Protection** — Since 2000, the Upper Blue Transfer of Development Rights (TDR) Program has protected 1,172 acres of sensitive backcountry resources, with 122 acres being protected through the TDR program in 2015. Cumulatively with the open space program, 4,491 acres of open space have been protected.
-  **Service Commercial** — On January 1, 2011 a baseline of service commercial properties was established, identifying a total of 96 units and 233,302 square feet of service commercial space located within Breckenridge and adjacent unincorporated Summit County. Since 2014 the total number of service units increased from 84 to 87 and the total square footage from 242,019 to 246,630. Despite the short-term increase the total number of units is still below the baseline target for units established in 2011.
-  **Historic Resources** — The Town of Breckenridge proudly boasts one of Colorado’s largest National Historic Districts, with over 200 contributing structures. Since 2003, 27 historic structures and properties have been locally landmarked (the Town’s highest level of historic protection) in connection with redevelopment and preservation efforts. Four of the total local landmarkings occurred in 2015 (Wakefield Historic Site, Nauman residence, Barney Ford Museum, Lomax Gulch Historic Site). The recent growth in local landmarkings shows an encouraging trend in high level historic preservation.

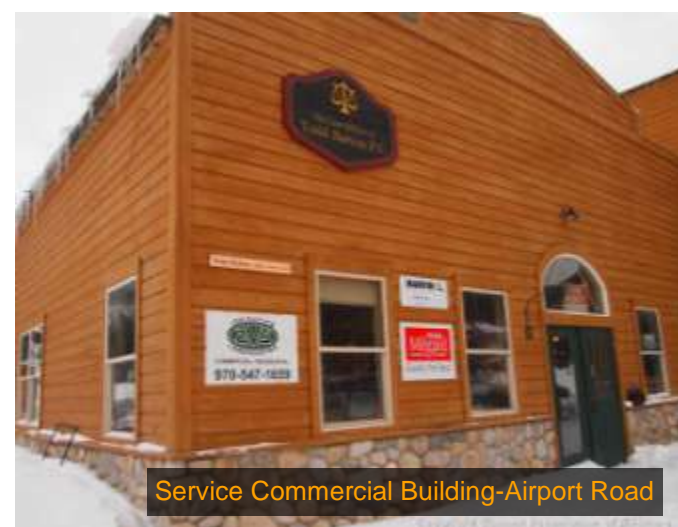


2015 Land Use Achievements

- The Town continues to financially support the operations and capital expenses of the Breckenridge Heritage Alliance, which preserves and interprets historical sites that promote heritage tourism in Breckenridge.
- The Town of Breckenridge and Summit County Government completed the Breckenridge Grand Vacations Community Center. The renovated center is a historic 1909 schoolhouse that now houses the South Branch of the Summit County Library, the Speak Easy Theater, Yellow Arrow Coffee house and several local non-profits.
- The Breckenridge Heritage Alliance completed the first phase of the Wakefield Sawmill interpretation site and the first phase of the Milne Park rehabilitation.
- Over 122 acres of backcountry land were protected through the Upper Blue TDR Program.
- Close to \$1 million was generated for backcountry protection through approval of TDRs transferring to development sites in Town.

DID YOU KNOW?

The Town of Breckenridge owns 23.7% of all property located within town limits.



Service Commercial Building-Airport Road



Breckenridge Grand Vacations Community Center



Single Family Home Construction-Shock Hill

Child Care

The Town aspires to support child care centers in creating quality child care programs which are accessible and affordable for Breckenridge families and workforce and to secure a long-term funding source.



Tuition Assistance (previously referred to as Breckenridge Scholarship Program)- The Town's Tuition Assistance program has helped fund quality, early childhood education for many hard-working, local families since its inception in 2008. In 2015 the Tuition Assistance was restructured from a scholarship program to a sliding scale model. Under the new model, families who qualify for assistance are required to pay tuition based on a sliding scale and the program covers the gap between affordable tuition based on a family's income and the cost of care charged by the provider. The number of children projected to receive assistance in 2015 is approximately 108. This is a decrease in the number of children served that is due in part to changes in program eligibility, but still represents about 35-40% of the children in care and 20-25% of the child care center revenues.

Long-term funding for the program has been an area of focus for both the newly created Breckenridge Childcare Advisory Committee and Breckenridge Town Council, which are continuing to evaluate opportunities to reduce the cost of care and assist the local families and workforce. Currently the program has funding that will likely carry it through the 2020/2021 school year giving the Breckenridge Childcare advisory committee and Breckenridge Town Council an opportunity to determine the best long-term funding strategy



Timberline Learning Center



Little Red School House

2015 Child Care Achievements

- In 2015, the Town funded scholarships for 108 children. This represents approximately 40% of the children in care. Full-time program co-pays range from \$15 to \$1,900 per month. By comparison unassisted tuition would range from \$1,300 to \$3,031 for these same families.
- Childcare Task Force met regularly to implement childcare cost savings strategies, long term funding, and scholarship guidelines.
- The Town committed \$3,300,000 to the childcare scholarship which will support the program into 2021 and allow the Childcare task Force and Town Council to determine the best long-term funding options.

DID YOU KNOW?

Over 700 working families have received Town funded childcare scholarships since 2008.



Carriage House Early Learning Center



Little Red School House



Little Red School House

Wildlife

The Town seeks to preserve large, biodiverse open spaces that serve vital wildlife habitat through land purchases and with the development of a wildlife management plan.



Overall Cucumber Gulch Preserve Health— In the 2015 year end report, Dr. Christy Carello, the Town’s wildlife consultant found the overall special richness, diversity, composition or abundance in the Preserve to be stable. The number of beaver lodges increased, while there were no reported sightings of Boreal Toads (two had been sighted in 2014). Research along summer recreational routes indicated wildlife abundance increased during the early summer trail closures, which corresponded with a decrease in human activity (installation of fencing and signage has helped promote more compliance with the closures). The overall health of wildlife in the Gulch remains good, but continues to require monitoring and assessment.



Boreal Toad



Mountain Lion—Cucumber Gulch Preserve

2015 Wildlife Achievements

- The Town installed several new seasonal closure signs and buck rail fencing to prevent human visitors from entering Cucumber Gulch Preserve during the early summer's sensitive moose calving and migratory chick rearing period.
- The Town partnered with Summit County Open Space to work on the Swan River restoration project which will assist in restoring native cutthroat trout habitat.
- The Town initiated work on the restoration of the Blue River through the McCain property stretch.
- The Town increased the use of docents in Cucumber Gulch Preserve, who educate visitors about the seasonal trail closures, dog prohibitions, and wildlife habitat. Overall compliance with closures increased.
- The Highway 9 construction project, with the completion of a new bridge over the Blue River, now provides a safe passage for wildlife movement.

DID YOU KNOW?

The Town has conducted yearly wildlife monitoring in Cucumber Gulch since 2000.





For more information please visit www.sustainablebreck.com





MEMORANDUM

TO: Town Council
FROM: Open Space and Trails Staff
DATE: March 2, 2016 (for the March 8th Council meeting)
SUBJECT: BreckConnect Gondola Summer Hours of Operation

Summary

Breckenridge Ski Resort (BSR) has requested Town Council renew its permission to operate the BreckConnect gondola during summer months. Following the 2/15/16 BOSAC review and discussion, BSR amended its proposal to address BOSAC's concerns while still meeting resort operational goals. The attached request reflects a compromise between the BSR request and BOSAC recommendations. Staff seeks Town Council's review and decision regarding this revised proposal.

Background

BSR has operated the BreckConnect gondola since winter 2009 and during the summer months since 2010 under permission from the Town of Breckenridge. The Town's permission authority stems from its ownership interest in Cucumber Gulch Preserve which is bisected by the gondola alignment. Previously, the Town granted BSR permission annually (2010-2012), and more recently for a three-year timeframe (2013-2015) to operate the gondola during summer months. All of the permission letters have contained specific conditions outlining the timing and duration of summer gondola operations.

Since 2004, Dr. Christy Carello has served as the Town's consultant to provide science-based analysis regarding Cucumber Gulch wildlife. Dr. Carello and the Town's primary concern with summer gondola operations has been the impact of the gondola on summer wildlife, including nesting migratory birds, calving ungulates (moose and deer) and other mammals active at dawn and dusk. Dr. Carello has conducted multiple studies and provided recommendations regarding the impacts of summer gondola operations on Cucumber Gulch-based wildlife, including, most recently, a memo outlining concerns with BSR's initial proposal.

In its initial 1/27/16 proposal, BSR requested the following, which were intended to improve gondola operations and BSR customer's experience:

- Ten-year permission extension.
- Seven days per week September operational timeframe.
- Extended daily operational hours.
- Removal of the Peaks Trail bypass condition.

In her 2/1/16 response memo, Dr. Carello identified concerns with:

- The proposed September operational hours, which would occur during a time in which ungulates increase their activity in Cucumber and the gondola corridor in particular.
- The extended daily operational hours, which could have localized negative impacts on crepuscular avian species such as the Cordilleran flycatcher and Wilson's warbler.
- The removal of the Peaks Trail bypass condition, which is designed to provide a recreational trail alternative to Cucumber Gulch Preserve.

At its 2/15/16 meeting, BOSAC and BSR staff discussed BSR's proposal at length, including Dr. Carello's points and the commissioners' concerns about the ten-year duration for the summer gondola hours permission. BOSAC's strongest concerns were about the ten-year term, the increased September operational hours, and the removal of the Peaks Trail bypass condition. BOSAC recommended a three-year approval, a weekend-only schedule through September, and the expedited completion of the Peaks Trail bypass.

At the meeting's conclusion, BSR staff requested time to amend the proposal to address BOSAC and Dr. Carello's concerns in preparation for the Town Council discussion. The attached request is a compromise proposal that improves BSR's operational capabilities while also addressing the wildlife-related concerns.

Breckenridge Ski Resort's Revised Proposal

BSR's revised BreckConnect summer gondola hours of operation proposal seeks the following:

- A three-year permission, with an automatic renewal clause for two additional 3 year periods, subject to review of the terms by BSR or the Town. At staff's request, BSR also added a clause that would allow the Town to ask for a review of the terms after any summer operational season.
- A summer hour schedule to begin on the Friday before the second weekend in June (e.g. 6/10/16) and conclude on Labor Day. After Labor Day, operations will occur Fri-Sun only through September 30th.
- Operational hours of 9:00am – 6:00pm, during June and after Labor Day; 8:30am – 7:00pm from July 1 through Labor Day, weather permitting.
- Construction of the new Peaks Trail bypass by BSR within its Special Use Permit boundary. Also, BSR commits to working with the Town and other partners to help construct the remainder of the trail by 10/31/19 (e.g. EpicPromise project). The Town acknowledges BSR's successful efforts at completing the NEPA analysis for this new trail alignment.
- All other existing conditions will remain substantively unchanged.

In comparison to previous Town permissions, the proposal under consideration would extend the gondola operating season further into September only on weekends (vs. through "Oktoberfest"), allow an earlier daily start time (:15 or :45, depending on the time of year), and commit resources to actual trail construction. BSR's updated proposal addresses all of BOSAC's recommendations except two. BOSAC sought a three-year

permission only with no automatic renewal and also a more urgent timeline for the completion of the Peaks Trail bypass (i.e. 2017). Staff seeks Council direction on these two points.

Conclusion

BSR staff, Dr. Carello and BOSAC appear to have reached a general agreement that addresses Cucumber Gulch wildlife concerns while providing improved efficiencies for the ski area operations.

Staff requests Town Council review BSR's attached request and we will be present at the work session to discuss any questions you have.



Jeff Zimmerman
Sr. Director Mt Planning
Breckenridge Ski Resort
Post Office Box 1058
Intercompany Box BK – 1
Breckenridge, CO 80424
jeffz@vailresorts.com

Rick Holman
Town of Breckenridge
150 Ski Hill Rd
Breckenridge, CO 80424
3/2/2106

Dear Rick,

Below is the revision of our January 27th, 2016 proposal regarding operations of the BreckConnect Gondola;

Town Council has agreed to allow the Gondola to operate during the summers of 2016, 2017 and 2018 and for subsequent three (3) year periods unless a review of the terms of operation is requested by either the Town or the Ski Area prior to January 31 of the year following a summer operational period under the following conditions:

1. The gondola may be operated daily only from the Friday prior to the second (2nd) weekend of June through Labor Day each year. In addition, after Labor Day, the Gondola may be operated on Friday, Saturday and Sunday of each weekend through the last weekend of September. Operation on any other day is not allowed other than for maintenance purposes or with the prior permission of the Town for special events or under special circumstances.
2. The Gondola may be operated only from 9:00 A.M. to 6 P.M. each day during June and after Labor Day and from 8:30 A.M. to 7 P.M. from July 1 through Labor Day (weather permitting). Operation during any other hours is not allowed other than for maintenance purposes.
3. Bicycles may be carried on the Gondola only by those persons that have a ticket to use the Ski Area lifts and trails.
4. Persons transporting bicycles in the Gondola will only be permitted to ride up the Gondola once during the day to avoid "yo-yoing" (taking the Gondola up and riding bicycles down through Cucumber Gulch). However, persons will be allowed to take their bicycles down the Gondola at any time, free of charge, to help provide a way of getting people back to town without going through Cucumber Gulch.

5. The Ski Area will provide signage at the base of the Gondola advising guests of the sensitive nature of Cucumber Gulch and requesting that riders avoid engaging in contact that could cause harm to the Gulch”

6. The Ski Area will construct the portion of trail within its Special Use Permit area (SUP) to connect the Peaks trail to the Ski Areas trail system and reconnect with the Towns trail system adjacent to the Timber Trail subdivision on or before October 31, 2019 and will participate in a collaborative community-wide project to complete the portions of the trails outside of the SUP that are needed to make the described connections, which collaboration could include participation in such construction of the trails outside the SUP as an Epic Promise volunteer program.

7. The Ski Area will not modify the signs at the bottom of the Gondola that address the use of the Cucumber Gulch area without the prior approval of the Town.

8. The Ski Area has excluded the Toad Alley trail from its summer map and will continue to do so unless directed otherwise from the Town.

9. Failure to comply with these conditions of approval may result in the Council's revocation of its permission for the extended summer time operations of the Gondola in June and after Labor Day. Should the Council consider revoking its permission for the extended operating dates and times, the Ski Area will be given notice and an opportunity to be heard before the Council makes its final decision.

Cordially,

A handwritten signature in black ink, appearing to read "Jeff Zimmerman", written over a printed name.

Jeff Zimmerman