



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING

Tuesday, February 23, 2016; 7:30 PM

Town Hall Auditorium

- I CALL TO ORDER, ROLL CALL**
- II APPROVAL OF MINUTES - FEBRUARY 9, 2016**
- III APPROVAL OF AGENDA** **3**
- IV COMMUNICATIONS TO COUNCIL**
 - A. CITIZEN'S COMMENT - (NON-AGENDA ITEMS ONLY: 3-MINUTE LIMIT PLEASE)
 - B. RED, WHITE AND BLUE FIRE DISTRICT UPDATE
- V CONTINUED BUSINESS**
 - A. SECOND READING OF COUNCIL BILLS, SERIES 2016 - PUBLIC HEARINGS
- VI NEW BUSINESS**
 - A. FIRST READING OF COUNCIL BILLS, SERIES 2016 - PUBLIC HEARINGS
 - 1. COUNCIL BILL NO. 5, SERIES 2016 - AN ORDINANCE AMENDING TITLE 3 OF THE BRECKENRIDGE TOWN CODE, EFFECTIVE JULY 1, 2016, BY ADOPTING AN EXCISE LIFT TICKET TAX OF 4.5 % ON THE PRICE PAID FOR SINGLE AND MULTI-DAY SKI LIFT TICKETS PURCHASED FOR USE ONLY AT A LOCAL SKI AREA; PROVIDING THE DETAILS OF THE COLLECTION AND ADMINISTRATION OF SUCH TAX; CREATING A PARKING AND TRANSPORTATION FUND; AND REQUIRING REVENUES COLLECTED FROM THE NEW LIFT TICKET TAX TO BE USED ONLY FOR DESIGNATED PURPOSES **6**
 - 2. COUNCIL BILL NO. 6, SERIES 2016 - AN ORDINANCE AUTHORIZING THE GRANTING OF EASEMENTS TO UNION MILL, INC., A COLORADO CORPORATION **23**
 - B. RESOLUTIONS, SERIES 2016
 - C. OTHER
 - 1. MOTION TO SET DATE OF OR CANCEL FIRST MEETING IN APRIL
- VII PLANNING MATTERS**
 - A. PLANNING COMMISSION DECISIONS **41**
 - B. PLANNING COMMISSION REPORT (MS. WOLFE)
 - C. PLANNING COMMISSION APPOINTMENT **52**
- VIII REPORT OF TOWN MANAGER AND STAFF**
- IX REPORT OF MAYOR AND COUNCILMEMBERS**
 - A. CAST/MMC (MAYOR WARNER)
 - B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MS. GIGLIELLO)
 - C. BRECKENRIDGE TOURISM OFFICE (MS. WOLFE)
 - D. BRECKENRIDGE HERITAGE ALLIANCE (MS. LAWRENCE)
 - E. WATER TASK FORCE (MR. GALLAGHER)
 - F. CULTURAL ARTS ADVISORY COMMITTEE (MR. BURKE)

X OTHER MATTERS

*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. 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.

XI SCHEDULED MEETINGS

XII ADJOURNMENT

*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. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item.

CALL TO ORDER, ROLL CALL

Mayor Warner called the meeting of February 9, 2016 to order at 7:39 pm. The following members answered roll call: Mr. Gallagher, Mr. Brewer, Ms. Lawrence, Ms. Wolfe and Mayor Warner. Mr. Burke and Ms. Gigliello were absent.

APPROVAL OF MINUTES - JANUARY 26, 2016

With no changes or corrections to the meeting minutes of January 26, 2016, Mayor Warner declared they would stand approved as submitted.

APPROVAL OF AGENDA

Mr. Holman stated there were two changes to the agenda: remove the Motion to Change the First Meeting in April (under New Business) to the February 23rd meeting; and add an executive session at the end of the meeting.

COMMUNICATIONS TO COUNCIL

A. Citizen's Comment - (Non-Agenda Items ONLY: 3-minute limit please)

Mayor Warner opened Citizen's Comment.

Mr. Gabriel Franklin, owner of The Rabbit Hole Medicinal Marijuana Dispensary, stated he was present to ask Council to amend the current marijuana moratorium ordinance to allow him to convert his medical license to a recreational sales license instead. He further stated he has no cultivation license or cultivation facility in Breckenridge. Mayor Warner stated there was a request in the past to make changes to this ordinance, and Council chose to continue the moratorium until July 1, 2016. Mayor Warner also stated this council will change in April, and we don't know what will happen then. Ms. Wolfe and other Council members asked about the number of licenses we have in the community. Ms. Cospolich stated we have five licensees with many licenses between them. Mr. Franklin stated he only has a medical store license and not a grow. Mr. Brewer stated he doesn't believe it was the intent of the moratorium to limit licenses from current licensees. Mr. Holman stated he would suggest Council speak with staff regarding information relative the situation. Mayor Warner stated Council is willing to direct staff and listen to the public and Council will entertain this idea at the next meeting.

Ms. Tricia Hyon, a proponent of a winter sports training facility, stated there are three proposals for the expansion of the Recreation Center, and she believes it would be good to have an outside consultant available to work on the winter sports training facility proposal. She further asked if Council might consider a consultant for this project. Mayor Warner stated the timing of this project is up in the air with the departure of Mr. Mike Barney, and Mr. Holman stated last week staff selected a recreational consulting team for the Recreation Center redesign, and is looking at how this might work internally. He further stated it's staff's job to coordinate the project and to bring it back to the Council, and the outreach component will look at community input, and what will be involved to cover more tennis courts and see if this kind of facility is feasible. Mr. Holman also stated he feels comfortable about the process and will stay engaged with community groups. Ms. Hyon then asked about who would be their point of contact moving forward, and Mr. Holman stated recreational staff will work with the winter sports training group. Ms. Wolfe stated she would like to suggest this dialogue take place with the recreation advisory group as well, and Mr. Holman stated there are a lot of demands, and we have a lot of projects. Mayor Warner added Council is prioritizing many different things, and is committed to listening to see how it fits into the scope. Ms. Hyon stated the group is happy to help with the process.

There were no additional comments and Citizen's Comment was closed.

B. Breckenridge Tourism Office Update

Ms. Sandy Metzger, of the BTO, stated they are teaming up with Main Street Station to animate the south side of town for events. She further stated the Ullr Ice Plunge in Maggie Pond was a success, as well as a snow sculpting tour with a Fairplay school. Also, she stated the Snow Sculpture championships filled the volunteer teams, hosted a concert during carving week, added a new sponsor this year (Toyota), and expanded the footprint to ease the crowds. She stated the addition of boot dryers and shovelers helped improve experience for the sculptors. Ms. Lucy Kay, Director of the BTO, stated they have received over 300 million impressions from traditional media for the Snow Sculpture event. She added the BTO has restructured to create a new guest and business services division. She also stated there is softness in the lodging trend, and coming out of the downturn, the travel industry came back, and now international travel is dropping a little.

C. Breckenridge Ski Resort Update

Mr. Gary Shimanowitz, of Breckenridge Ski Resort, stated Spring Fever takes place March

18-April 17, and will feature several big bands. He also stated there will be a Big Air Competition that will take place on March 19, called Orbital Flight presented by Red Bull, and will feature video and light components with top athletes and a top musical act. Mr. Shimanowitz also offered clarification on the closing date of the resort, which will now be April 24 with a limited Peak 8 package the final week. He stated Epic Promise awarded Summit County Search and Rescue with \$28,000, and he congratulated the Town on Snow Sculpture, and stated Vail Resorts was proud to be the snow provider for that event. He also stated the State of the Town event was positive and keeping the gondola open until 6pm some days has been successful.

CONTINUED BUSINESS

- A. Second Reading of Council Bills, Series 2016 - Public Hearings
1. COUNCIL BILL NO. 2, SERIES 2016 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lot 7, Block 7, Yingling and Mickles Subdivision)
Mayor Warner read the title into the minutes. Mr. Tim Berry stated there were no changes to this ordinance from the first reading.

Mayor Warner opened the public hearing on second reading. There were no comments and the hearing was closed.

Mr. Gallagher moved to approve COUNCIL BILL NO. 2, SERIES 2016 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lot 7, Block 7, Yingling and Mickles Subdivision). Ms. Wolfe seconded the motion. The motion passed 5 - 0. Mr. Burke and Ms. Gigliello were absent.

2. COUNCIL BILL NO. 3, SERIES 2016 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lot 8A, Block 7, Yingling and Mickles Subdivision)
Mayor Warner read the title into the minutes. Mr. Tim Berry stated there were no changes to this ordinance from the first reading.

Mayor Warner opened the public hearing on second reading. There were no comments and the hearing was closed.

Ms. Lawrence moved to approve COUNCIL BILL NO. 3, SERIES 2016 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lot 8A, Block 7, Yingling and Mickles Subdivision). Ms. Wolfe seconded the motion. The motion passed 5 - 0. Mr. Burke and Ms. Gigliello were absent.

NEW BUSINESS

- A. First Reading of Council Bills, Series 2016 - Public Hearings
- B. Resolutions, Series 2016
1. RESOLUTION NO. 5, SERIES 2016 - A RESOLUTION AMENDING THE TOWN COUNCIL "PROCEDURES AND RULES OF ORDER" CONCERNING THE DATE OF THE ORGANIZATIONAL MEETING OF A NEWLY ELECTED TOWN COUNCIL
Mayor Warner read the title into the minutes. Mr. Tim Berry stated the Charter requires the Town to adopt rules to govern Council meetings, and the rules allow for the organizational meeting of the Council to occur at the first meeting after the Municipal Election. A change in Statute requires the election can't be certified until more than 8 days after the election. This resolution would give Council the flexibility to set a new meeting date in April after the election to serve as the organizational meeting of the Council.

Mr. Brewer moved to approve RESOLUTION NO. 5, SERIES 2016 - A RESOLUTION AMENDING THE TOWN COUNCIL "PROCEDURES AND RULES OF ORDER" CONCERNING THE DATE OF THE ORGANIZATIONAL MEETING OF A NEWLY ELECTED TOWN COUNCIL. Ms. Wolfe seconded the motion. The motion passed 5 - 0. Mr. Burke and Ms. Gigliello were absent.

- C. Other

PLANNING MATTERS

- A. Planning Commission Decisions
With no request to call an item off the consent calendar, Mayor Warner declared the Planning Commission Decisions would stand approved as presented.
- B. Planning Commission Report (Ms. Wolfe)

Ms. Wolfe stated she had no update from the notes of the meeting.

REPORT OF TOWN MANAGER AND STAFF

Mr. Holman stated there will be two candidate forums in March hosted by the BTO and the Summit Association of Realtors.

REPORT OF MAYOR AND COUNCILMEMBERS

A. Cast/MMC (Mayor Warner)

Mayor Warner stated Council already discussed these items in the Work Session.

B. Breckenridge Open Space Advisory Committee (Ms. Gigliello)

Ms. Gigliello was not present for a report.

C. Breckenridge Tourism Office (Ms. Wolfe)

Ms. Wolfe stated she had no report.

D. Breckenridge Heritage Alliance (Ms. Lawrence)

Ms. Lawrence stated, regarding the Wentzell Cabin, the Town has the opportunity to move an historic cabin off Forest Service land, and the Town could move this cabin next to the Carter Museum to be used as bathrooms. She stated the cost is a consideration in order to supplement the BHA budget, as well as the timing of this project in September. Ms. Lawrence added Robin Theobald has offered to facilitate the conversation with the Wentzells. Mayor Warner stated there are a lot of questions, and it would be a good reuse of the cabin. Mr. Grosshuesch stated it might be placed on a different lot from the museum. Mr. Brewer stated he thinks it's a good idea, and he likes the bathrooms that were done on the Arts District property. Ms. Wolfe agreed that she likes the Arts District bathrooms, and would like to take the next steps on this project. Mr. Gallagher stated he likes the idea. Mr. Holman stated staff has already spoken about this project, and the plan is to continue to investigate and use Mr. Theobald's help and then come back to Council and present the cost and the timeline for this project. Mr. Brewer stated this would achieve something very unique.

E. Water Task Force (Mr. Gallagher)

Mr. Gallagher stated there was no report.

F. Cultural Arts Advisory Committee (Mr. Burke)

Mr. Burke was not present for a report.

OTHER MATTERS

Mr. Brewer asked about the Breckenridge Bucks jersey that was to be framed and possibly placed in Council Chambers. Ms. Kim Dykstra stated she believes it was hung at the Ice Arena and will check. Mayor Warner stated he attended one of the Bucks games and enjoyed it.

Ms. Lawrence stated Mr. Tony Wilson, a citizen, contacted her about the Bull of the Woods event to state he loves it and would like Council to encourage it to come back. She further stated she has heard positive feedback about the event.

SCHEDULED MEETINGS

EXECUTIVE SESSION

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 9:18 pm. Submitted by Helen Cospolich, Municipal Services Manager.

ATTEST:

Helen Cospolich, Town Clerk

John Warner, Mayor

TO: BRECKENRIDGE TOWN COUNCIL
FROM: BRIAN WALDES, FINANCIAL SERVICES MANAGER
SUBJECT: LIFT TICKET TAX ORDINANCE
DATE: 2-17-16
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.

Staff will keep Council apprised of progress with VSRI on crafting the specific remittance agreement. We anticipate meeting with VSRI soon in this regard, although no specific meeting date has been set. Per our agreement, we are to confer with Vail when drafting this ordinance. We have submitted the ordinance to VSRI and have yet to hear back. As such, they may have some suggestions that could potentially be incorporated at second reading, if Council so elects.

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 By Ski 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; Recompurations, 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

31
32
33
34
35
36
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38
39
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41
42
43
44 400-13\Lift Ticket Tax Ordinance (02-12-16)

MEMO

TO: Town Council
FROM: Town Attorney
RE: Ordinance Approving Easements For Lincoln Park
DATE: February 16, 2016 (for February 23rd meeting)

The Town's approval last year of the Lincoln Park development anticipated that it would be necessary for the Town to grant certain easements for the project. The principal easement is for Stables Road, but it does not represent an additional encumbrance on the Town's Stillson Patch property because a 50' wide easement already exists to provide access to two Breckenridge Heights lots. The easement for Stables Road will fix the location (subject to possible future relocation by the Town) of the easement not only to Lincoln Park, but also to the two existing lots and, as the result of the granting of the easement in connection with Lincoln Park, Stables Road will be improved to Town standards.

Enclosed with this memo is an ordinance that would grant a road easement and three easements for the alleys to be located in the project. The Grants of Easement document that would be approved is attached to the ordinance as Exhibit "A."

Both the Engineering Department and I have reviewed the proposed easements and believe them to be in proper form.

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

1 ***FOR WORKSESSION/FIRST READING – FEB. 23***

2
3 COUNCIL BILL NO. ____

4
5 Series 2016

6
7 AN ORDINANCE AUTHORIZING THE GRANTING OF EASEMENTS TO
8 UNION MILL, INC., A COLORADO CORPORATION

9
10 WHEREAS, Union Mill, Inc., a Colorado corporation, has requested that the Town grant
11 to it road and alley easements across Town-owned real property to serve the new Lincoln Park
12 Subdivision; and

13 WHEREAS, the requested easements are contemplated by the Town's approval of the
14 Lincoln Park Subdivision; and

15 WHEREAS, the Town Council has determined that it should grant the requested
16 easements; and

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

20 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
21 BRECKENRIDGE, COLORADO:

22
23 Section 1. The Town Manager is authorized, empowered, and directed to execute,
24 acknowledge, and deliver to Union Mill, Inc., a Colorado corporation, a Grants of Easement
25 substantially in the form marked **Exhibit "A"**, attached hereto, and incorporated herein by
26 reference.

27
28 Section 2. The Town Council finds, determines, and declares that it has the power to
29 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX
30 of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

31 Section 3. This ordinance shall be published and become effective as provided by Section
32 5.9 of the Breckenridge Town Charter.

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

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 11.1 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 11.2 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 11.3 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.
27
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30 **[Remainder of page intentionally left blank]**
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44 GRANTOR:
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GRANT OF EASEMENT

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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

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

Legal Description of Road Easement

[ATTACH Exhibit A Legal Description]

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 BASEMENT

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 FRENCH 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

LINCOLN PARK AT
 THE WELLINGTON
 NEIGHBORHOOD
 FILING No. 2

LINCOLN PARK AT
 THE WELLINGTON NEIGHBORHOOD
 FILING No. 1

BRIDGE STREET
 60' ROW

BRIDGE STREET
 60' ROW

TRACT LP-2
 PUBLIC OPEN SPACE,
 DAY CARE, OR OTHER MUTUALLY
 ACCEPTABLE USES

S18°28'00"E

CORNER #2
 FRENCH GULCH PLACER
 M.S. 2589AM

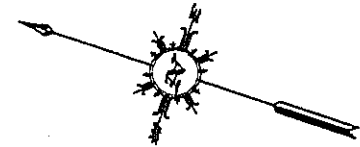
ALLEY 2 ACCESS
 EASEMENT

ALLEY 3A ACCESS
 EASEMENT

STABLES ROAD
 ACCESS EASEMENT

ALLEY 4A ACCESS
 EASEMENT

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



BASELINE SURVEYS, LLC
 P.O. BOX 7578 BRECKENRIDGE COLO. 80424

SCALE: 1" = 100'	DATE: 12/10/2015	JOB NO. 3030
DRAWN BY: C.T.Y.	CHECKED BY: D.E.O.	DRAWING NO. 3030-ESMT

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) Village at Breckenridge Plaza Renovation (CL) PL-2016-0007; 655 South Park Avenue
Modify the existing pedestrian plaza to correct water leakage issues and create gathering spaces and a more pedestrian-friendly space. *Approved.*

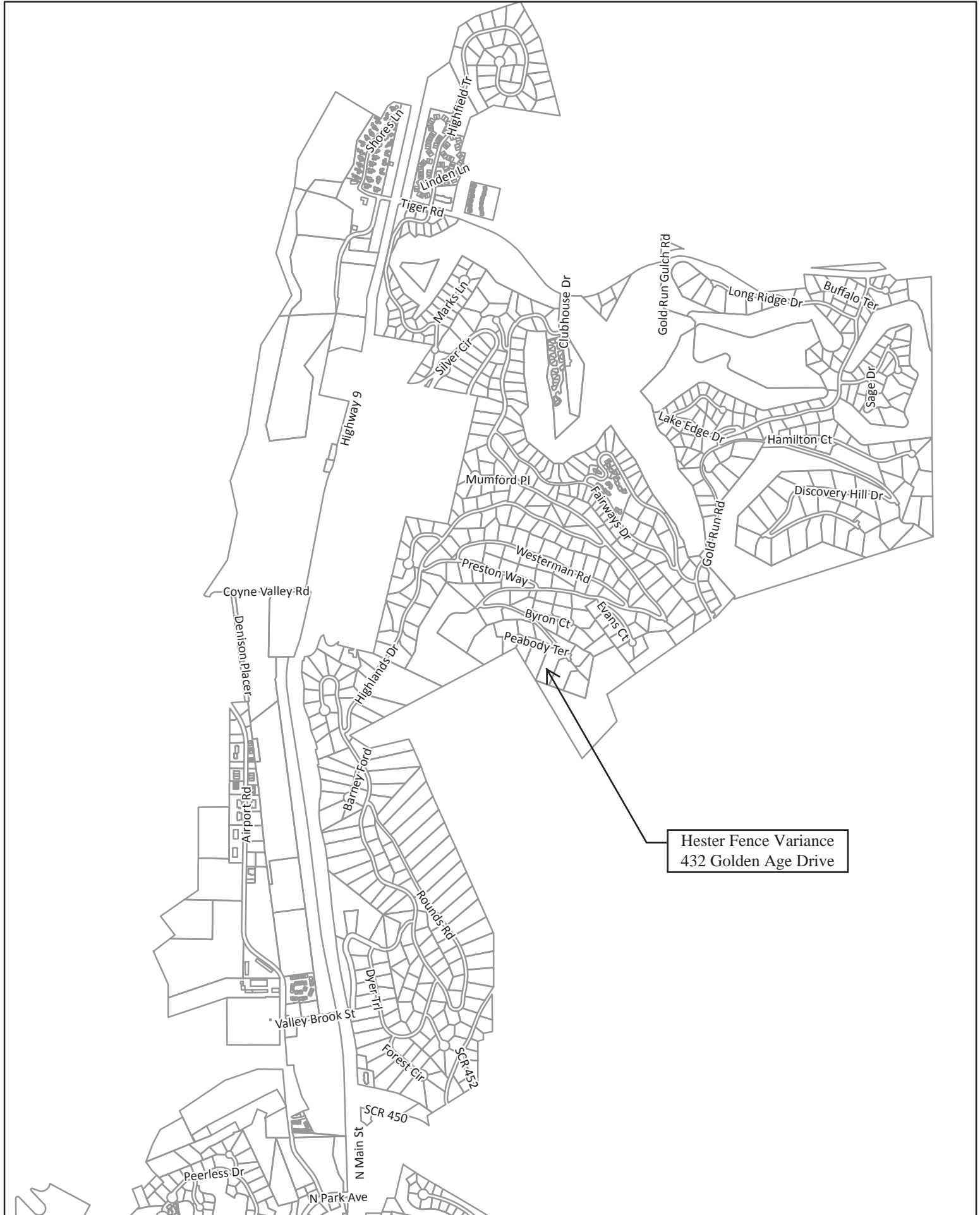
2) Hester Fence Variance (CK) PL-2016-0014; 432 Golden Age Drive
Request for a variance to obtain approval for a 100 foot long fence to prevent snowdrift onto property.
Denied.

CLASS B APPLICATIONS: None.

CLASS A APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.



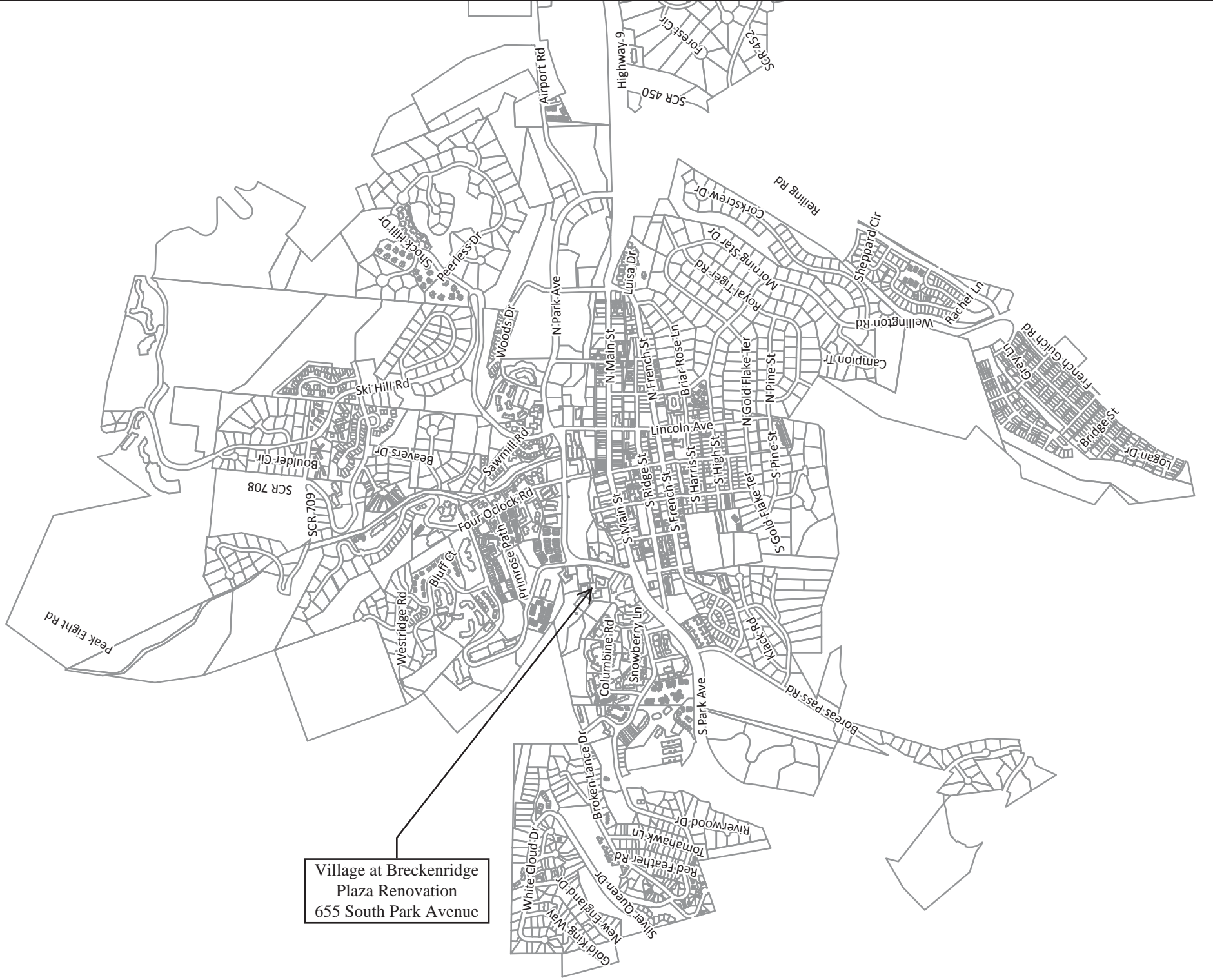
Hester Fence Variance
432 Golden Age Drive

printed 1/13/2016

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

Breckenridge North





Village at Breckenridge
 Plaza Renovation
 655 South Park Avenue



printed 1/13/2016
 Town of Breckenridge and Summit County governments
 assume no responsibility for the accuracy of the data, and
 use of the product for any purpose is at user's sole risk.

Breckenridge South



Not to Scale

PLANNING COMMISSION MEETING

The meeting was called to order at 7:00 pm

ROLL CALL

Kate Christopher Ron Schuman Dan Schroder
Jim Lamb Gretchen Dudney Christie Mathews-Leidal
Dave Pringle
Wendy Wolfe, Town Council Liaison

APPROVAL OF MINUTES

Ms. Leidal: On page 6, in regard to the Marvel house, Mr. Mosher added Condition 26 on the floor that was overlooked in the minutes. The minutes should read under staff recommendations at the end of the sentence: “with the addition of the new Condition 26 regarding a landscape covenant presented during the meeting by Mr. Mosher.” With no other changes, the February 2, 2016, Planning Commission Minutes were approved as presented.

APPROVAL OF AGENDA

Ms. Puester noted a change to move the Town Council Report to first on the agenda. With no other changes, the February 16, 2016, Planning Commission Agenda was approved as presented.

TOWN COUNCIL REPORT:

Ms. Wolfe:

- Thanks to Kate Christopher for working on the Planning Commission over the past several years; thank you to the service for the Town. We will miss you. We discussed replacing your position and that it had been a very short time since the last interviews. We had a lot of candidates from the last round, so we will look back to the list to find a replacement. The Council had some questions of staff to get some clarifications on candidate status, but the plan is to go back to the list to find a candidate if possible.
- Discussed the process to bring Pinewood 2 online (45 units of workforce housing). It will be done by this summer. Corum came to present on some logistics. Council approved this housing to allow pets, even though it wasn't Corum's recommendation. We hope to set some rules and are looking forward to making it a pet friendly unit. It will be 45 units of studios and one bedrooms. Targeting lower income; 50% AMI is the target, so the studio rental rate should be around \$800/mo and a one bedroom should be under \$1,000. Reservations will start to be taken around March 1.
- We had a primer on Parking and Transit from DTJ and Nelson/Nygaard before the public community forum this Thursday. We have a 7:30am session and a 5:00pm session at the Community Center this Thursday. From the preview we heard, I look forward to some good conversations. The consultants have information on how we can have a much more pedestrian friendly town, such as improving dark spots at night. There is some low hanging fruit to fix things and bring our congestion level to be more walkable. We aren't just focusing on a single solution; there are many things we can do to improve our existing conditions. (Mr. Pringle: Is Council prepared to change its position on “dark skies”? I think this sacrifices a lot of street lights and lighting in the past, but I'm concerned about health safety and welfare.) This was talked about but that there are some technological improvements and better down lighting that may not sacrifice the up lighting goal. The consultants showed us a map of what our town looks like at night and it is surprising how there are some places in the center of Town that are dark. (Mr. Pringle: The recycling center could have had some better lighting for those people who recycle at night, but it was rejected.) The Council decided to take a wait and see position on it but it is stubbed out for potential future lighting around the Recycling Center. I would like to hear more people's comments about this topic for the future. (Mr. Lamb: The pedestrian sidewalks that are heated are awesome.) (Ms. Christopher: I agree; I point these out to people who come to the Welcome Center.) (Mr. Schuman: How far outside the core did DTJ go?) They did discuss how the lodging is

located just outside the core and that there is a potential to improve lighting that could potentially prevent people from getting back in their car. Compared to other towns that DTJ has studied we could be in the more “walkable” category. (Mr. Pringle: I think that maintenance on the sidewalks that aren’t heated is critical. Also, Vail is a good example of encouraging people to park and then make it easy for people to take alternative transportation around town.)

CONSENT CALENDAR:

- 1) Village at Breckenridge Plaza Renovation (CL) PL-2016-0007, 535 South Park Avenue, (Liftside Condos, Peak Nine Inn, Lot 4), 555 South Park Avenue, (Plaza II, Shavano, Lot 3), 575 South Park Avenue, (Maggie Building, Lot 1, 645 South Park Avenue, (Plaza III, Wetterhorn Building, Lot 6), 655 South Park Avenue, (Plaza I, Antero Building, Lot 5), 405 Village Road, (Chateaux Condominium Hotel, Lot 12) (Note: These are the correct addresses as noted in the Staff Report.)

Commissioner Questions / Comments:

Mr. Pringle: I would like to look at this a little more because there are some significant changes. (Ms. Puester: Would you like an overview?)

Mr. Schuman made a motion to call up the Village at Breckenridge Plaza Renovation, PL-2016-0007, for an overview presentation. Mr. Pringle seconded, and the motion was carried unanimously (7-0).

Mr. Chapin La Chance, Planner II for the Town of Breckenridge: The goal of this project is to improve some water leakage issues. The existing concrete will be removed and replaced with pavers; in addition the plan is to remove the gazebo, fire-pit and the planters. New metal railings and 6 new light posts are proposed. A new more energy efficient snow melt system will be installed. The existing concrete is visibly deteriorating and the planters and concrete are leaking into the parking garage below the plaza. Currently a 20’ utility and access easement runs through the plaza, with a 55.5’ radius in the approximate center of the existing plaza. 100% of this existing site is impermeable surface, perhaps except for the planters. The proposal is to install 3 outdoor firepits; one will be replacing an existing firepit in the existing gazebo. Staff is recommending negative two (-2) points under Policy 33/R for two new firepits. Also proposed is to replace the boiler plants with new energy efficient plants that are 23-26% more efficient, so we recommended positive two (+2) points under Policy 33/R, Other Design Features. Access and Circulation: primary access from downtown F Lot and to and from Peak 9 Quicksilver lift and ground surface of easements will both be improved. The existing planters encroach on the easement, so removing these planters will likely improve circulation but staff does not believe the conditions are changing enough to warrant positive points. Landscaping: 12 trees in 3,500 sq. ft. of multiple planters exist; the applicant has transplanted 7 other trees to a nearby location last year. Since the plaza is on top of a parking deck, and there have been numerous water leaks that could lead to structural problems. The plaza is internal to the site so no negative points are recommended. No concerns on architectural compatibility. Staff believes that this is harmonious. There are currently legal non-conforming light fixtures that exist but they don’t need to be replaced until 2022, and staff is recommending the applicant consider replacing these now as they will be required to be replaced in 6 years. The new fixtures that are proposed are LED, down cast, fully shielded. Drainage is the big issue; there is currently a sheet flow that flows eastward towards Blue River, and one of the design intents is to compartmentalize the drainage to reduce the water issues. New drains and new piping are proposed that will tie into the garage. Staff has no issues with this. Overall point analysis: negative two (-2) points for Policy 33/R and positive two (+2) points for Policy 33/R, so Staff recommended a passing policy with zero (0) points. All Absolute Policies are being met.

Commissioner Questions / Comments:

Mr. Schuman: Does the policy that the lighting must be fixed by 2022 apply? (Ms. Puester: It will be required to be replaced in 2022, so our suggestion was to point out that this may be more financially viable to address the lighting now while the plaza was torn up.)

- Ms. Dudney: The planters will be removed, but no more planters, right? (Mr. LaChance: The applicant will speak to this, but there is a proposal for movable planters not tied into the concrete.) (Ms. Puester: I want to point out to you where the existing planters are currently on the plan.)
- Mr. Schroder: It read like the planters might be part of the drainage issue; are they causing the problem draining into the garage? (Mr. Nathan Nosari, General Manager, Village at Breckenridge HOA and Mr. Ed Scutellaro, Village at Breckenridge HOA Plaza Committee Chairperson: We've had problems with the planters; the rubberized membrane throughout the plaza and planters is old and not working. The planters are contributing to the problem. We will have mobile planters that are a seating bench and a ski and bike rack. If we have activities on the plaza we can move these, and we believe that it will provide everything we want including aesthetics. We have a prototype picture for you. It should give us back our landscaping and be more waterproofing with a tub; more functional. The pavers will look good; if we have a leak in our tubing we can pull the paver area up and repair the problem. This will be a fully functional water proof on top with edge to edge snow melt up top and better traffic flow for pedestrians. The issue now is the snow melts below the pavers and then freezes. There will be concrete, membrane and the tubing and the drains.) Why are the planters movable? (Mr. Nosari: We are designing the plaza to be multi-functional as it is currently underutilized and worn. We are adding facilities for this to turn into a stage or be used for art events.) (Ms. Puester: The moveable planters only have perennials, but no trees at this point?) (Mr. Nosari: Not sure there could be a tree in them but will depend on the final design.)
- Ms. Leidal: How many of the moveable planters? (Mr. Nosari: We are still determining this, but likely around six. These are not part of the application.) Would you be willing to add these to the project? (Mr. Scutellaro: We are worried about budget and worried about getting this project done on time. If it doesn't fit with our capital project, it will be planned for the future plans. The cost for these six planters as currently designed is \$120,000.) (Mr. Nosari: We need this project done by November 2016, and we want these racks included in the project.)
- Ms. Dudney: I really appreciate the improvement of this public space and it is much needed. It will look so much better and we will all enjoy it. (Mr. Scutellaro: It is self serving because we need the garage to be improved. We want it to look good too. Also, there will be a compass rose made out of pavers to replace the Gazebo.)
- Mr. Pringle: Mr. LaChance, will there be any analysis for the landscaping being removed? (Mr. LaChance: I can speak to that.) (Ms. Puester: We dug through the files and didn't see any points awarded to landscaping in the plaza area. The policy talks to negative points being applicable when it is not adequate from a public right of way, adjacent properties and other visual corridors. Because this is an internal plaza, and not along a public right of way or adjacent property we couldn't find any precedence for awarding any points in terms of landscaping. We saw staff reports, but didn't find any preexisting points awarded to the plaza either. That and since it was internal to the project, we didn't have any concerns with the loss of trees.)
- Ms. Leidal: Did you find an approved landscape plan? (Ms. Puester: We didn't find a formal approved landscape plan for the permit. Most of the staff reports on file through the years discussed the entirety of the master plan of this area which included the Bell Towner Mall and the Marriott (on the river); they primarily spoke to landscaping around the river, but not specifically this plaza. These plans dated back to 1978.)
- Mr. Pringle: I would be surprised if we didn't have a landscape plan, because it was a significant project back then. (Ms. Puester: We did find a master plan but that landscaping shown didn't tie landscaping to a site specific location, although there were trees depicted in the master plan.) Do we have an understanding / requirement for what they are proposing in terms of planters? (Ms. Puester: We didn't include that as the applicant doesn't want to set it in stone at this stage. If they want to present the planters as a Class D Minor, we would like to see

- and encourage that.)
- Ms. Leidal: I have the same concerns as you with Absolute Policy 22 about replacing and maintaining trees in an approved plan, but we don't have a formal plan. I read this policy over and over and would like to see something added to the policy with regard to replacing landscape. I would like to revise this landscape policy and discuss at the end of the meeting; there is a provision about maintaining landscape but it doesn't talk about replacing the landscape which I would like to see in there.
- Mr. Pringle: This will be the first of many large plaza improvements and large development improvements; we need to have a solid policy going forward.
- Mr. Schuman: What is the thought on the fire pit on the east side over by the Maggie side, by Taddeo's? (Mr. Nosari: We would like to bring some level of activity to Taddeo's. We are trying to entice and it is a nice view of the river.) (Mr. Scutellaro: We'd like to improve the south end. We'd like to come back to the Planning Commission at the completion of this plan and propose the moveable planters and discuss the type of plants and ask you at that time for your approval. We want this to be a nice plaza.)

Commissioner Final Comments:

- Ms. Dudney: I am very appreciative of this effort. When a project is being developed the developer benefits, but when you have a homeowners association spending dollars on a public space and to have them refurbish it at no expense to the taxpayer it is great. They are replacing a giant firepit that was underused and they are replacing them with 3 smaller, nicer firepits and they are getting negative points associated with it.
- Mr. Pringle: I agree that this is a great upgrade. I would like to push for a modification to the plan to include a landscape plan with the new planters; I would like this to be a condition of approval. (Ms. Puester: Let's ask the applicant if they would be agreeable for the landscape plan to be a condition of approval.) (Mr. Scutellaro: We do not have a problem with coming back to you at a later time with a landscape plan since we are planning on it anyway.)
- Mr. Lamb: I agree that this is a huge improvement over what is there; I'm not worried about the landscaping because I think the applicant wants this to look good. I like the idea of a portable planter which makes this space more flexible. (Mr. Nosari: The gazebo is being donated to the Breckenridge Nordic Center.)
- Mr. Schroder: This is repairing a water leakage that could be destructive to adjacent buildings and could be a major problem if not addressed. I appreciate this being called up. I'm ok with the point analysis for negative points and positive points, and I look forward to this increasing vitality in this area. I didn't realize that the current planter boxes are an impediment, but I think this is a net zero. The lighting is not a concern; I think you will be focused on making it better. (Mr. Nosari: The light fixtures are the standard Town light that are LED and dimmable and also timed. There will be energy conservation tactics.) I support a passing score of zero (0) points and that there is a Condition for a landscape plan.
- Mr. Schuman: I think this is a great proposal; I don't think we would typically see the removal of 12 trees and like the added condition.
- Ms. Leidal: I support staff's analysis and I appreciate the applicant's taking on the drainage issue. Thanks for offering to come back with your landscape plan. (Ms. Puester: Mr. Nosari, is there a chance to relocate the trees to other parts of the property?) (Mr. Nosari: We did relocate 6 of the healthiest trees, but the others weren't salvageable. We did relocate some shrubs around the ski school and around the bus stop.)
- Ms. Puester: The new Condition will be "Condition 18: Applicant shall submit and obtain approval for a new Class D Minor permit for a new plaza landscape plan." Staff can take this to the Planning Commission as a memo to keep the Commission aware.
- Mr. Pringle: I'm fine with it just getting staff approval. (Mr. Nosari: It is a priority for us.)
- Ms. Christopher: I concur with the other Commissioners that this is a great project and will add value to the

town.

Mr. Pringle made a motion to approve the point analysis for the Village at Breckenridge Plaza remodel, PL-2016-0007, 655 South Park Avenue, as presented by staff, showing a passing score of zero (0) points. Mr. Schuman seconded, and the motion was carried unanimously (7-0).

Mr. Pringle made a motion to approve the Village at Breckenridge Plaza remodel, PL-2016-0007, 655 South Park Avenue, together with the presented Findings and Conditions and the additional Condition 18 that, prior to Certificate of Completion, the applicant provide a new landscape plan and get approval from the staff on that plan. Mr. Schuman seconded and the motion was carried unanimously (7-0).

COMBINED HEARINGS:

1) Hester Fence Variance (CK) PL-2016-0014, 432 Golden Age Drive

Mr. Kulick presented an application to request a variance to obtain approval for a 100 foot long fence to prevent snowdrift onto their property. In the summer of 2013, the USFS cut a section of trees to the south of the property. It also appears that the adjacent lot to the west has done wildfire mitigation, removing trees adjacent to the property. The Hester Residence was approved in 2011 and completed in March 2014. The rear outdoor living area in the southwest corner of the disturbance envelope includes a sitting area, recessed hot tub and gas fireplace. Upon the completion of the residence, the owners began having issues with snow accumulation at the outdoor space. The applicants constructed a 100 foot long fence between their property and Lot 58 (47 Peabody Terrace) to the west. The fence is 80 feet from the Peabody Right of Way and approximately 7 feet from the west side property line between the two homes (shown with the green arrow). The applicants constructed the fence without a development permit. They have stated that this is not a privacy fence and its intent is to avoid snow accumulation, large snow drifts and over hanging cornices that could result in a safety hazard to people using the outdoor space.

Section 9-1-19-47 Absolute, Fences, Gates and Gateway Entrance Monuments, details restrictions and exceptions for fences. One of the exceptions is privacy fencing to screen hot tubs. Fences are to have an open character and a maximum solid to void ratio of one to three (1:3). Privacy fences around hot tubs and spas shall not exceed six feet (6') in height and shall not exceed fifteen feet (15') in total length.

Variations may be granted if the applicant proves a physical hardship and the Commission finds ALL of the following:

- 1) There are special circumstances or conditions applying to the land, buildings, topography, vegetation, or other matters on the subject lot which would substantially restrict the effectiveness of the development in question; provided, however, that such special circumstances or conditions are unique to the particular use of which the applicant desires a variance and do not apply generally to all uses.
- 2) That such special circumstances were not created by the applicant.
- 3) That the granting of the variance will be in general harmony with the purposes of this chapter, and will not be materially detrimental to the persons residing or working in the vicinity, to the adjacent property, to the neighborhood, or to the public welfare in general.
- 4) The variance applied for does not depart from the provisions of this chapter any more than is required.

Staff does not support the variance request based on Section 9-1-11 (D) not being met. Staff finds no reason to assign positive or negative points under any Relative policies of the Development Code. The application fails Policy 47 (Absolute) Fences, Gates and Gateway Entrance Monuments and does not meet the Criteria for Approval for a Variance under 9-1-11 of the Town Code.

The Planning Department recommends denial of the Hester Fence Variance (PL-20106-0014) at Lot 57, Filing 10, Highlands at Breckenridge, 432 Golden Age Drive, with the presented Findings.

Commissioner Questions / Comments:

Mr. Schuman: Would a temporary snow fence be allowed by the Town? (Mr. Kulick: I don't think so.) I built one in Blue River for this same purpose. I wonder if a snow fence for a road would ever be allowed in town?

Ms. Christopher: But if there are 15' snowdrifts, would it really come down? (Mr. Kulick: The issue is the overall length and design.) (Ms. Puester: If it was for a road, it would be deemed as a public improvement, but I don't recall this ever being a need before on roads in town or the highway.)

Applicant Presentation: Mr. Jim and Ms. Vanessa Hester:

Thanks for allowing us to have an opportunity to speak. I want to apologize for having the fence constructed without permission; this was our mistake and we just didn't know as we are new to the area. I think Mr. Kulick and Ms. Puester's report did a good job of describing what we are applying for but the real issue is safety. The winter of 2013-14, we had drifts that developed overhanging our hot tub and fire pit that were over 8-10' high as shown in your packet; we weren't living there during that season. This presented an obvious safety issue; if the snow came down on someone in the hot tub, it could bury them. The sole purpose of the fence is to prevent the obvious overhang. The fence is 40-50' from our hot tub and our fire pit. To ensure that the wind that comes down from the mountain, and we want to make sure that we block the wind, the 100' length was necessary to adequately address our safety concerns. Before we put in the fence we talked to a landscape architect to see if we could put in some landscaping, but the trees proposed were very costly and there was no assurance that it would fix the problem. We went with the fence, tried to go with something that was visibly appealing that was ok with the neighbors. We did integrate the fence with existing landscaping to make it more visibly appealing. There exists some heated pavement that contributes to the problem, so the snow wants to cornice over the heated area and over the hot tub. (Ms. Dudney: Could you explain the topography of the plan presented?) (The applicant described landscape and topography of this lot.) This has nothing to do with privacy, it has gaps between the rails; it is solely for safety. We discussed the 15' allowance for a hot tub privacy fence. 15' won't get us the protection we need from the snow drifting. In your packet there is a picture on pages 43-44 that shows the overhang on the hot tub. You can see how the snow caved in and damaged the hot tub. (Mr. Ethan Guerra, Contractor who built the house: I've lived in Breckenridge for 30 years and I took the picture. The previous winter we had no issues. The next summer they did the clear cut and then the huge cornice drifting snow came in after the clear cutting of the trees. It was jaw dropping how much the snow drifted in. My guys didn't want to clear it.)

Commissioner Questions / Comments:

Mr. Pringle: The code doesn't allow this; are you the only homeowner that has this problem? (Mr. Hester: We are the only homeowner. I can't use the spaces as designed and approved and I can't have guests over to the home when I haven't been there because of the safety concerns. I do have snow removal responsibilities here but not this.)

Ms Christopher: It sounds to me like it is a result from the adjacent clear cutting? (Mr. Kulick: It could be but it could be the location and the design of the space.) (Mr. Guerra: It was a result of the clear cut; as this problem did not exist before the clear cut. I was dumbfounded by this. I do avalanche control work at Breckenridge for the ski patrol. It provided the fetch area.)

Ms. Leidal: What direction is the clear cut? (Mr. Hester: It is to the south west of the property.) (Mr. Guerra: I'm a strong advocate for the fence, but my staff was afraid to climb in there and shovel the snow off. I don't see snow like that.) (Mr. Hester: Since the fence has been up, the depth is no more than the natural depth of the snow, no more than about 3'.)

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

Commissioner Final:

- Ms. Dudney: I understand how different things are here as opposed to Texas, but we have a zoning code and our job is to enforce the zoning code. And when you have an absolute policy a variance is very hard to get. We have to think about the precedent that is set and can you meet the variance requirements. I think you can solve your problem with spruce trees for about \$800 a piece. I can't agree with this variance; it is bad precedent. Even though it is dangerous, you don't have to go out to the hot tub. You can put up the hot tub fence, move the hot tub or put up trees.
- Mr. Pringle: I concur with Ms. Dudney's analysis. It is a bad precedent for us to grant this variance. Incidentally, in Kansas there are trees that are placed as a snow barrier all over the place.
- Mr. Lamb: I work for the forest service but I didn't cut the trees. I appreciate you working with the staff and your neighbors. I think the spruce trees are a good idea but I think if we approve this we will have a precedent. I don't think this is a special unique circumstance to this property; other people have this problem.
- Mr. Schroder: Maybe number 3 of 4 could be met but to grant a variance, it says that it has to be in harmony with the chapter. The condition was created by you and the design of your own property. The final condition of what the neighbor does is for you to deal with. We do feel badly for you. I'm not happy to see the cornice, but the code doesn't allow me to say ok to the fence based the four variance criteria.
- Mr. Schuman: I too agree with the other Commissioners. And I do support the denial to the variance.
- Ms. Leidal: I agree with the other Commissioners, and the staff analysis. We live in a unique environment and are bound to deal with these types of issues.
- Ms. Dudney: We have a quasi judicial role; the importance is that we need to be consistent to the code. We try very hard not to have variances so that others can anticipate what is going to happen. I know that seems harsh right now but it provides a fair process for all.
- Mr. Lamb: We sympathize.
- Ms. Christopher: I have compassion; I know that it is hard to live at 10,000 feet. I personally walk through 8' of snow to access my home. That is something we have to live through, but we must live with the code.
- Mr. Pringle: Point of clarification, if we find for denial, does this mean that the fence must be removed immediately? (Ms. Puester: We will work with the applicant on the removal date. That is where this all started when we sent a notice. We let them keep the fence up during the variance process so they wouldn't be possibly taking it down and putting it back up if it was approved. The removal of the fence may be in the spring now with the snow. With the neighbors not complaining I think that is acceptable if this is denied.)

Mr. Pringle made a motion to accept the point analysis showing no point assignment or zero points for the Hester Fence Variance, PL-2016-0014, 432 Golden Age Drive. Mr. Schroder seconded, and the motion was carried unanimously (7-0).

Mr. Pringle made a motion to recommend denial of the Hester Fence Variance, PL-2016-0014, 432 Golden Age Drive, with the presented denial findings and failure of Absolute Policy 47. Mr. Schroder seconded, and the motion was carried unanimously (7-0).

Mr. Hester: How will planting the spruce trees work with the defensible space requirements? (Ms. Puester: You can call me tomorrow and staff can work with you to discuss possible solutions using landscaping.)

OTHER MATTERS:

1) Election of Chair and Vice Chair for 2016

Mr. Lamb made a motion to nominate Mr. Ron Schuman as Chair of the Planning Commission through October 31, 2016. Ms. Dudney seconded, and the motion was carried unanimously (7-0). (Mr. Pringle: Are

there Commissioners up in November? (Ms. Puester: Yes, there will be 3 up and if things change we could go through this again depending on who is appointed.)

Ms. Dudney made a motion to nominate Mr. Schroder as Vice Chair of the Planning Commission. Mr. Pringle seconded, and the motion was carried unanimously (7-0).

Village at Breckenridge Plaza Renovation Call Up:

Ms. Leidal: I struggled with the Call Up because we work so hard to maintain landscaping and I don't see anything in the code that discusses replacement of landscaping. Section E, 1. and 2., Policy 22A, it talks about landscaping in an originally approved plan. I think we should consider adding "replacing existing landscaping". What if someone in the historic district wants to come down and cut down trees when they don't have an approved plan? (Mr. Grosshuesch: Why don't you allow us to take a look at this? Anyone who is coming to us with a remodel or addition, we would be working with a plan and point analysis and if they were modifying a property with a modern-day plan it would earn negative or positive points. This one was an oddball plan because it was initially approved in 1978, but we didn't have a real comparable code to what we have now.) (Ms. Puester: I found a point analysis from 1978 for a master plan for the entire area, but it didn't have a landscape plan.) (Mr. Grosshuesch: The landscape policy and point analysis has changed since then, reconciling old plans with new point analysis during updates & remodels can be challenging. We will talk about it internally and come back to you.)

Mr. Pringle: If points were awarded for landscaping but the landscaping goes away with new modern point analysis, how do we reconcile it? (Mr. Grosshuesch: Yes, I see your point. If someone came in wanting to put in parking with landscape this would be a problem.) (Ms. Puester: Yes, and Ms. Leidal makes a good point with the new defensible space requirement.) We should be ahead of the curve of this one.

ADJOURNMENT:

The meeting was adjourned at 9:00pm.

Ron Schuman, Chair



MEMORANDUM

TO: Town Council
FROM: Julia Puester, Senior Planner
DATE: February 16, 2016 for Meeting of February 23, 2016
SUBJECT: Planning Commission Applicants

Attached please find five letters of interest for the Planning Commission. There is one seat available on the Commission for Ms. Kate Christopher's position that is vacating early. The completion of this term will run from March 1, 2016 to October 31, 2018.

You previously saw these applications in December of 2015 for the replacement of Mr. Eric Mamula's vacated position. Dylan O'Connell has been removed from the list since the December interviews as he did not return phone calls or email regarding his continued interest in the position.

The applications are from the following people:

- Bob Christie
- Lee Edwards
- Stephen C. Gerard II
- Mike Giller
- Patrick McFarlane

Mr. Mike Giller has changed his voter status to the Town of Breckenridge since the last Town Council meeting. Staff has no concerns with the voter status of the five Planning Commission candidates.

Should the Town Council decide to appoint one of the five candidates above, staff has provided the motion below. If none of the candidates are appointed this evening, staff will advertise for the vacant position.

MOTION:

I make a motion to appoint _____ to the Town Planning Commission effective immediately.

Honorable Mayor John Warner and the Breckenridge Town Council,

My Name is Patrick McFarlane. I am applying for the vacated position on the Breckenridge Planning Commission.

I served on the Blue River Planning and Zoning Commission from 2010-2012. I resigned my position when I moved to Breckenridge. I enjoyed my term on the Blue River P+Z for many reasons, most of all the feeling of fulfillment of serving my community.

I have been a mechanical contractor in Breckenridge and Summit County for fifteen years. I possess extensive working knowledge of construction, codes and their processes. I have also been involved in numerous historic restorations throughout my career.

Thank you for your consideration,
Patrick J McFarlane



RECEIVED
NOV 24 2015

TOWN OF BRECKENRIDGE
PLANNING DEPT.

To whom it may concern,

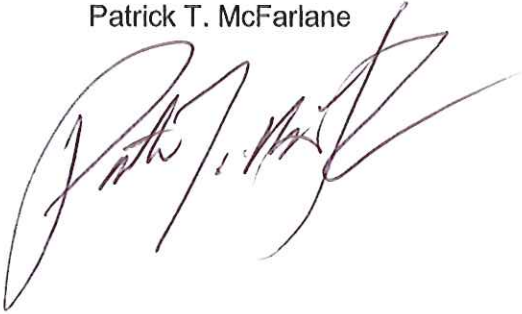
I will be out of the country from November 25, 2015 through December 4, 2015.

I can be contacted via e-mail at anytime during those dates.

rossewage111@gmail.com

Thank you,

Patrick T. McFarlane

A handwritten signature in dark ink, appearing to read "Patrick T. McFarlane", written in a cursive style.

RECEIVED
NOV 24 2015

TOWN OF BRECKENRIDGE
PLANNING DEPT.



November 27, 2015

RECEIVED
NOV 30 2015

TOWN OF BRECKENRIDGE
PLANNING DEPT.

Mayor John Warner
Town of Breckenridge
PO Box 168
Breckenridge, Colorado 804224

Dear Mayor Warner:

I would to apply for the upcoming opening on the Breckenridge Planning Commission.

Having been actively involved in the growth of Breckenridge for the past three decades, my professional roles have ping ponged from land use planning to design/build to development; with a personal emphasis on raising a family and living life large in our little community.

Love the description of the position in the newspaper ad; I might be a little weak on "cultural anthropology" (although the evolution of a late 1800's mining camp into a world-renowned ski resort might hold a possibility for a doctoral thesis). As to the rest of the list, I pretty much have a finger in all those pies and can bring real world knowledge and expertise to the Commission's conversations and deliberations.

I look forward to an informative, enlightening and probing interview.

Sincerely,

A handwritten signature in black ink, appearing to read 'LEE EDWARDS'.

Lee Edwards
drc company, inc

american institute of certified planners
american institute of architects (associate)
licensed class a contractor, license 1596

the breckenridge design/build firm since 1982

Puester, Julia

From: Lee Edwards [dryrot@colorado.net]
Sent: Sunday, February 14, 2016 8:07 PM
To: Puester, Julia
Subject: Planning Commission Vacancy
Attachments: DRC Ad_2010_4a(small) (dragged).pdf; ATT00001.htm

Good evening

Thanks for the phone call last Friday, think I was moving snow around when the phone rang.

Yes, I am interested in the open position.

Not sure how best to approach the Council with what I will bring to the Commission; other than to say that I'll be a breath of fresh air, not just a retread (yes, I was the current/long range/jack-of-all trades planner from 1979 to 1981, but that shouldn't be held against me) with a wealth of real world/practical knowledge and abilities (read as hands-on planning/design/construction).

Not having a lap dog, "oh well, if that's the best you can do" type of personality; I will challenge the applicants (and occasionally the staff), to arrive at innovative and creative solutions/designs. The staff is best prepare to deal with the minutia of a project, my talents lie in understanding how a project fits into the overall development of Breckenridge and the potential impacts (positive and negative) it might have.

Breckenridge should be constantly stepping up and leading the pack with new ideas and tweaking "tried and true" methods to help us evolve and not lose sight of what makes our community authentic and a pure joy to live and work in.

Time to get off my stump

Lee

drc company, inc
po box 1063
breckenridge, colorado 80424

970.453.0641 o
970.390.0641 c

dryrot@colorado.net

american institute of certified planners
american institute of architects (associate)
licensed class a contractor, license 1596

Bob Christie
9 Midnight Sun Road
P.O. Box 6215
Breckenridge, CO 80424

RECEIVED
NOV 30 2015

TOWN OF BRECKENRIDGE
PLANNING DEPT.

November 30, 2015

Town of Breckenridge
Community Development Department
P.O. Box 168
150 Ski Hill Road – 2nd Floor
Breckenridge, CO 80424

TO WHOM IT MAY CONCERN:

I would like to be considered for the open position on The Town of Breckenridge Planning Commission. Some of my prior experiences include:

Full time resident of the Wellington Neighborhood for almost the last 7 years.

Registered Town of Breckenridge voter

Prior Chairman of the Wellington Neighborhood Design Review Committee

Realtor for the past 21 years.

Prior background in property management. Involved with the planning process to gain approvals for additions/changes in hotels and condominium complexes. Involvement with the construction and cost management of these projects.

Realtor working in historic Denver neighborhoods for almost 15 years. Remodeling of historic properties in these neighborhoods.

Thank you for your consideration. Please contact me with any questions.

Sincerely,



Bob Christie
303-520-0745

From: mike_giller@comcast.net
Sent: Monday, November 30, 2015 12:37 PM
To: WebsiteCommDev
Subject: Letter of Interest for Planning Commission Vacancy
Attachments: ToB - Planning Commission Letter of Interest.pdf

R E C E I V E D
NOV 30 2015

TOWN OF BRECKENRIDGE
PLANNING DEPT.

Hi,
Please accept my attached letter of interest for the Planning Commission vacancy as posted on the Town's webpage.

Also, please let me know that you've received this by replying to the e-mail.

Thanks,
Mike Giller
303.503.5762

RECEIVED
NOV 30 2015

November 29, 2015

Community Development Department
Town of Breckenridge, Colorado
websitecommdev@townofbreckenridge.com

TOWN OF BRECKENRIDGE
PLANNING DEPT.

Mike Giller
306 South Ridge Street
Breckenridge, Colorado 80424
303.503.5762
Mike_Giller@comcast.net

Dear Reader,

The Town of Breckenridge Planning Commission vacancy is of great interest to me and I am submitting this letter of interest for consideration. My positive experience with the Commission in the historic preservation of 306 S Ridge Street, and the significance of the past and the future of Breckenridge are the heart of my interest.

In my 28 years of public service for the National Park Service [NPS] and four years private sector consulting engineering experience I have been fortunate to serve on many projects where the public trust and stewardship guide the work. I work for the NPS's Denver office for planning, design, and construction, whose duties are similar to that of a planning commission and town engineering, plus the management and procurement of design and construction. www.nps.gov/dsc

Interest and Experience

Historic preservation and History

I have served as a project manager on many historic preservation projects. In this role responsibilities include compliance coordination with SHPO, partnerships, and other stakeholders. The *Secretary of the Interior's Standards for the Treatment of Historic Properties* is the foundation for project compliance. The Town's *Handbook of Design Standards for the Historic and Conservation Districts* is based upon the *Secretary's Standards*. Through this work I am skilled in the four approaches for treatment of historic properties; preservation, restoration, rehabilitation, and reconstruction. Projects include:

- Old Faithful Lodge rehabilitation, Yellowstone National Park
- William Howard Taft Home restoration
- Gifford Pinchot Home rehabilitation [Founder of the US Forest Service]
- National Mall in Washington DC; Lincoln Memorial restoration, Jefferson Memorial restoration, Ford's Theatre rehabilitation, DC War Memorial restoration

Architecture

My experience in architecture starts with my BS in Architectural Engineering, a five year degree combining architecture and civil engineering. Professional practice includes the full range of managing architectural planning, programming, design, and design review. Projects include:

- The Benjamin Franklin Museum, a rehabilitation of the Bicentennial era Robert Venturi museum
- Lincoln Memorial Visitor Services
- Padre Island Visitor Center
- Old Faithful Emergency Services Building

Landscape Architecture

Landscape architecture and cultural landscape management are core responsibilities for NPS, and I have worked closely with and learned from landscape architects throughout. Projects include:

- Jefferson National Expansion Memorial Gateway Arch grounds rehabilitation
- Sequoia NP; General Sherman Tree sitework, General's Highway rehabilitation
- Washington Monument grounds rehabilitation and security improvements
- Lincoln Memorial grounds, roads, and security improvements
- Gettysburg NMP park roads rehabilitation
- Presidio of San Francisco Crissy Field wetlands restoration

Architectural History

The history and context of architecture are important to the suitability of the project and the broader heritage stewardship. I have been fortunate to work on National Historic Landmarks, in National Historic Districts, and on new structures in the districts. I enjoy learning about architectural history as it is a living record of the culture.

Archeology

I have coordinated and managed archeological review and monitoring on projects such as a waterline system at the Grand Canyon Village to roads and utilities in Gettysburg. At the Benjamin Franklin Museum project the scope both protected and interpreted the archeology of Franklin's long gone home. Archeological resources are a definitive link to the past, particularly where other information is incomplete.

Planning

NPS projects build upon park planning documents including General Management Plans and Cultural Landscape Plans. Through this experience I understand the application of planning documents.

I served as architectural project manager for the Presidio of San Francisco General Management Plan. This comprehensive plan guided the transition of the US Army Post to a 21st Century urban park that preserved and repurposed 1400 buildings. Projects include:

- Preservation; NCO Club, Montgomery Street Barracks, Public Safety Building, design guidelines
- Landscape Architecture and Civil Engineering; Crissy Field Wetlands Restoration Study, Presidio Storm Water Management Plan

Through the rehabilitation of 306 S Ridge Street in Breckenridge I gained a working knowledge of the Town of Breckenridge's master plan, code, design standards and review process.

Building Trades

Building trades experience includes five years as a construction manager on preservation and visitor facility projects. I worked in college as a construction laborer, including one summer working in Breckenridge.

Cultural or Urban Geography, Cultural Anthropology

My awareness of cultural geography has grown particularly as the NPS seeks to be more inclusive in cultural history sites. Currently I'm working at Martin Luther King NHS on the rehab of 12 historic structures. Projects at Grand Canyon Village, Yellowstone's Old Faithful area, and the Presidio of San Francisco required a larger understanding of the systems from visitor use and interpretation, visitor concessions (shopping, dining, and lodging), to transportation, and facilities maintenance. In National Parks the natural resources also factor into the understanding.

Real Estate and Law

Real estate experience includes rehabbing and operating two residential rentals. Through my work as a project manager I have proficiency in building codes, preservation law, and construction and contract law.

Thanks for the opportunity to express my interest in the position. I trust that my interest and experience could benefit the Town of Breckenridge Planning Commission. I appreciate your consideration.

Mike Giller

JUDGE STEPHEN C. GERARD II (Retired)

66 Long Ridge Drive

P.O. Box 6734

Breckenridge, Colorado 80424

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judgeg75@gmail.com

Town of Breckenridge
Community Development Department
P.O. Box 168
150 Ski Hill Road 2nd Floor
Breckenridge, CO 80424

RECEIVED
NOV 30 2015

TOWN OF BRECKENRIDGE
PLANNING DEPT.

In re: Planning Commission Vacancy

Mayor and members of the Breckenridge Town Council:

I am interested in being considered for appointment to the Town of Breckenridge Planning Commission to complete the term which will vacate early pursuant to the published Notice of Vacancy.

I have been a property owner in the Town of Breckenridge for over ten years. After retiring from a 32 year judicial career, this summer I became a full-time resident of the Town along with my wife and daughter. I am a registered voter.

As an attorney I assisted many clients in subdividing real estate parcels including negotiating and drafting the subdivider's agreements with the appropriate governmental entities.

After being appointed to the bench I served on many commissions related to my work, including the preservation of and designation of the Johnson County Courthouse to the National Register of Historical places. We lived in a home built in 1900, one of the oldest remaining homes in the town where we resided.

I am strongly committed to historical preservation, yet, I clearly recognize the need for future development in a carefully planned manner which allows for the growth of our community and the benefits to our residents and visitors while maintaining the history, character and culture of our unique mountain town. I believe I can bring a valuable perspective to the Commission.

Thank you for considering my interest in this appointment.

Sincerely,



Stephen C. Gerard II

STEPHEN C. GERARD II

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LinkedIn URL: <https://www.linkedin.com/pub/steve-gerard/50/47a/b46>

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TOWN OF BRECKENRIDGE
PLANNING DEPT.

SUMMARY

Recently retired from 32 year judicial career and relocated to Summit County, Colorado. Seeking people oriented, rewarding position which takes advantage of my interpersonal skills and background.

EXPERIENCE

- July 1995 - August 2015 **District Associate Judge**, Iowa Judicial Branch, Sixth Judicial District, Johnson County, Iowa.
- Presided over high-volume criminal docket and Juvenile Court delinquency and children in need of assistance cases.
- January 1983 - July 1995 **Judicial Magistrate**, Iowa Judicial Branch, Sixth Judicial District, Johnson County, Iowa.
- Part-time judicial officer responsible for high-volume traffic court and misdemeanor dockets for county and city courts as well as active small claims and landlord/tenant civil dockets.
- January 1980 - July 1995 **Attorney**, Johnson County, Iowa.
- Engaged in private practice of law with emphasis on business, real estate and litigation.
- January 1976 - January 1980 **Judge Advocate, United States Air Force**
- Criminal defense and prosecution as Area Defense Counsel, Sheppard AFB, Texas, and Chief Circuit Trial Counsel, Boling AFB, DC.

EDUCATION

- August 1972 – May 1975 **Juris Doctor**, with Distinction: *University of Iowa College of Law, Iowa City, Iowa*
- August 1968 – May 1972 **Bachelor of Business Administration, Accounting**: *Drake University, Des Moines, Iowa*



Scheduled Meetings, Important Dates and Events

Shading indicates Council attendance – others are optional

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them. All Council Meetings are held in the Council Chambers, 150 Ski Hill Road, Breckenridge, unless otherwise noted.

FEBRUARY 2016

- Thursday, February 18, 2016; BGVCC Parking and Transit Forums
- Friday, February 19, 2016; 8-9 am; Cabin Coffee Coffee Talk
- Tuesday, February 23, 2016; 3:00/7:30 pm Second Meeting of the Month

MARCH 2016

- Tuesday, March 8, 2016; 3:00/7:30 pm First Meeting of the Month
- Friday, March 11, 2016; 8-9 am; TBD Coffee Talk
- Tuesday, March 22, 2016; 3:00/7:30 pm Second Meeting of the Month

APRIL 2016

- Tuesday, April 5, 2016 Municipal Election Day
- Tuesday, April 12, 2016; 3:00/7:30 pm (May Be Rescheduled) First Meeting of the Month
- Friday, April 15, 2016; 8-9 am; TBD Coffee Talk
- Tuesday, April 26, 2016; 3:00/7:30 pm Second Meeting of the Month

OTHER MEETINGS

- | | |
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| 4 th Monday of the Month; 4:00 p.m. | Cultural Arts Advisory Committee; Riverwalk Center |
| 1 st & 3 rd Tuesday of the Month; 7:00 p.m. | Planning Commission; Council Chambers |
| 1 st Wednesday of the Month; 4:00 p.m. | Public Art Commission; 3 rd floor Conf Room |
| 2 nd & 4 th Tuesday of the Month; 1:30 p.m. | Board of County Commissioners; County |
| 2 nd Wednesday of the Month; 12:00 noon | Breckenridge Heritage Alliance |
| 2 nd & 4 th Tuesday of the month; 2:00 p.m. | Housing/Childcare Committee |
| 2 nd Thursday of the Month; 5:30 p.m. | Sanitation District |
| 3 rd Monday of the Month; 5:30 p.m. | BOSAC; 3 rd floor Conf Room |
| 3 rd Tuesday of the Month; 9:00 a.m. | Liquor Licensing Authority; Council Chambers |
| 4 th Wednesday of the Month; 9:00 a.m. | Summit Combined Housing Authority |
| 4 th Wednesday of the Month; 8:30 a.m. | Breckenridge Tourism Office; BTO Offices |
| 4 th Thursday of the Month; 7:00 a.m. | Red White and Blue; Main Fire Station |
| 4 th Monday of the Month; 3:00 p.m. | Childcare Advisory Committee; Town Hall |

Other Meetings: CAST, CML, NWCCOG, RRR, QQ, I-70 Coalition, BEC