



BRECKENRIDGE TOWN COUNCIL WORK SESSION

Tuesday, January 24, 2017; 2:00 PM

Town Hall Auditorium

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

2:00-2:10pm	I	<u>PLANNING COMMISSION DECISIONS</u>	2
2:10-3:00pm	II	<u>NEW WATER PLANT CONSULTANT REVIEW</u>	9
3:00-4:45pm	III	<u>PARK AVENUE ENGINEERING REPORT</u>	19
4:45-5:10pm	IV	<u>LEGISLATIVE REVIEW*</u>	
		Miscellaneous Amendments to Town Code	31
		Solid Waste Collection and Disposal Ordinance	67
		Coyne Placer Valley Lot B Encroachment Easement	88
		IGA Regarding Collection, Transportation and Disposal of Solid Waste in Summit County	93
5:10-5:30pm	V	<u>MANAGERS REPORT</u>	105
		Public Projects Update	107
		Parking and Transportation Update	108
		Housing/Childcare Update	111
		Committee Reports	112
		Financials	118
5:30-5:45pm	VI	<u>OTHER</u>	
		Town Project- Recreation Center Renovation and Tennis Center	124
5:45pm	VII	<u>SNOW SCULPTURE CHAMPIONSHIPS OPENING RECEPTION (6 PM)</u>	

Note: Public hearings are not held during Town Council Work Sessions. The public is invited to attend the Work Session and listen to the Council's discussion. However, the Council is not required to take public comments during Work Sessions. At the discretion of the Council, public comment may be allowed if time permits and, if allowed, public comment may be limited. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item. The public will be excluded from any portion of the Work Session during which an Executive Session is held. Report of the Town Manager; Report of Mayor and Council members; Scheduled Meetings and Other Matters are topics listed on the 7:00 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items.

MEMORANDUM

To: Town Council

From: Peter Grosshuesch, Director of Community Development

Date: January 18, 2017

Re: Planning Commission Decisions of the January 17, 2017, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF January 17, 2017:

CLASS C APPLICATIONS: None.

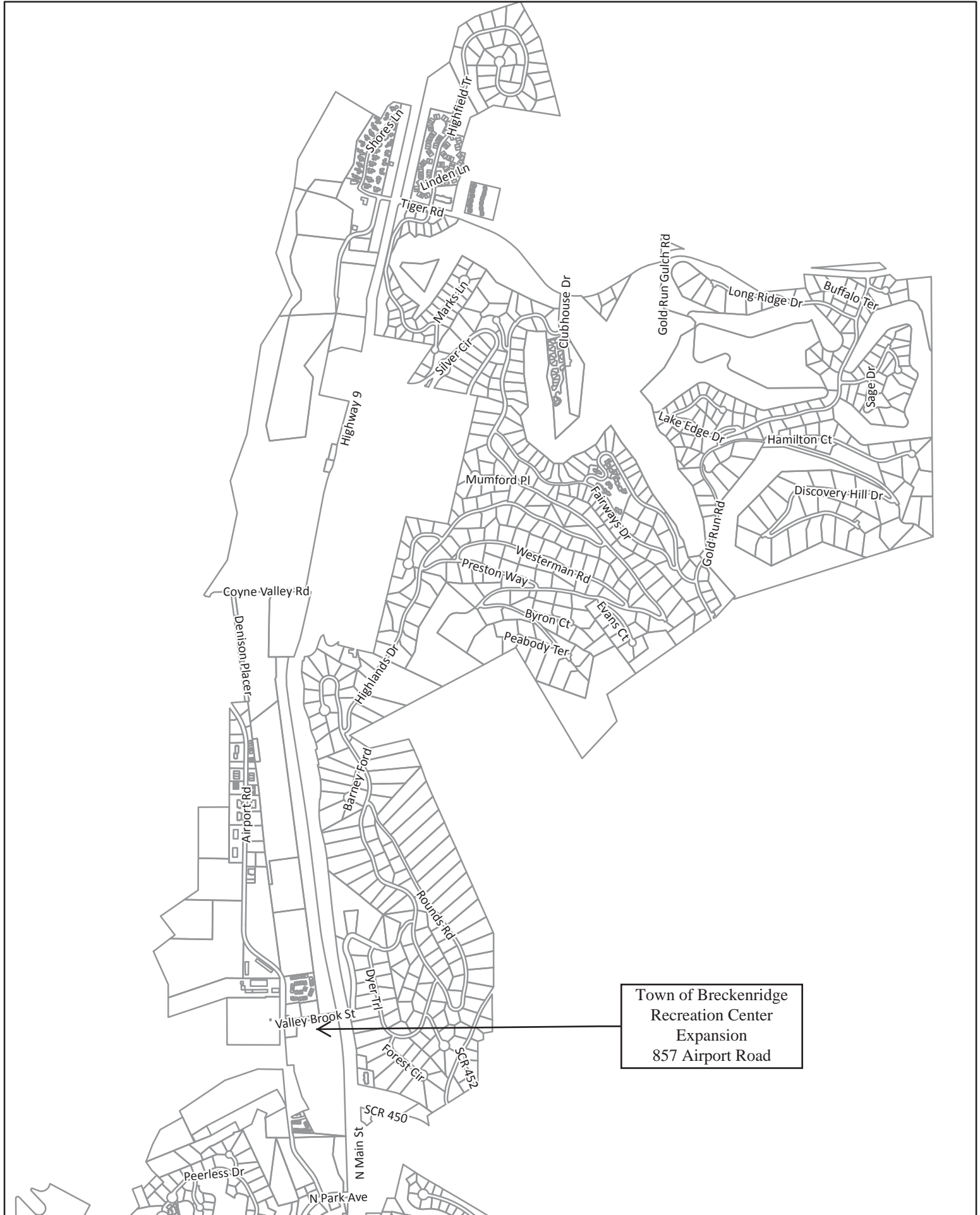
CLASS B APPLICATIONS: None.

CLASS A APPLICATIONS: None.

TOWN PROJECT HEARINGS:

1) Town of Breckenridge Recreation Center Expansion, PL-2017-0004, 857 Airport Road
Construct a 16,894 sq. ft. indoor tennis center and one additional outdoor tennis court and add 8,116 sq. ft. of additional floor space within the existing Recreation Center building. *Recommendation that the Town Council approve.*

OTHER: None.

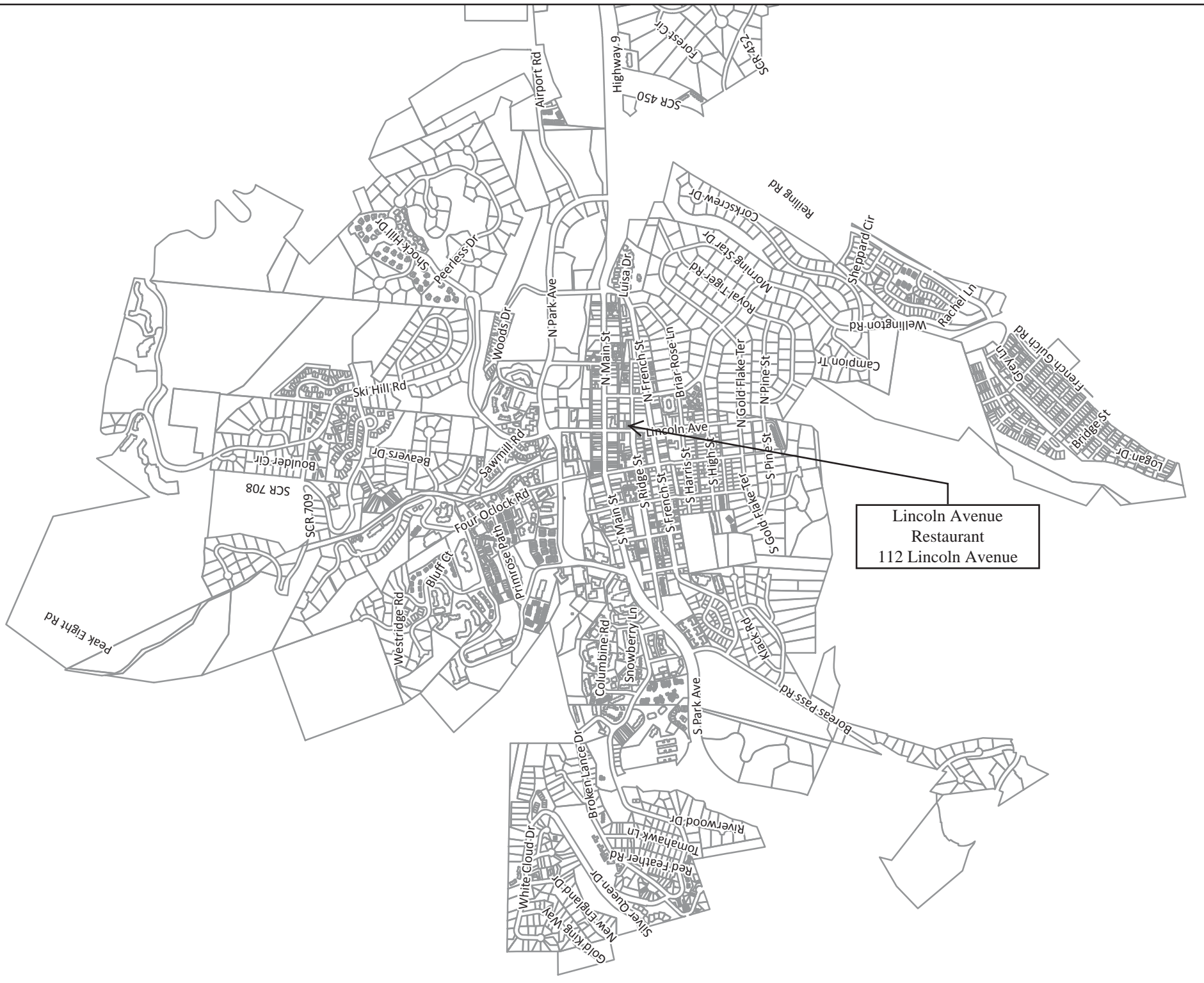


Town of Breckenridge
 Recreation Center
 Expansion
 857 Airport Road



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

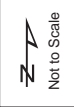


Lincoln Avenue
 Restaurant
 112 Lincoln Avenue



printed 3/25/2016
 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



PLANNING COMMISSION MEETING

The meeting was called to order at 6:00 pm by Chair Schroder.

ROLL CALL

Mike Giller	Christie Leidal	Gretchen Dudney
Jim Lamb	Steve Gerard	Dan Schroder
Ron Schuman (arrived at 6:38pm)		

APPROVAL OF MINUTES

With no changes, the January 3, 2017, Planning Commission Minutes were approved as presented.

APPROVAL OF AGENDA

With no changes, the January 17, 2017, Planning Commission Agenda was approved.

WORKSESSIONS:

1) Lincoln Avenue Restaurant (CK) PL-2017-0006, 112 Lincoln Avenue

Mr. Kulick presented. Mr. Jon Gunson, Custom Mountain Architects, who is present this evening, is designing a new restaurant building at 112 Lincoln Avenue. The proposed project site is the 2,678 sq. ft. vacant parcel in between the Salt Creek Restaurant and the Blue Front Bakery Building. The proposal is for one, two-story building with a basement containing a total of 2,678 sq. ft. of restaurant space. The recommended density is 1:1 FAR allowing for 2,678 sq. ft. which is being met. The purpose of the work session is to get input from the Planning Commission on the general direction of the project and determine if you are comfortable with Staff's initial interpretation of policies. Staff has identified key components of the proposal and policies needing direction.

Policy 24 (Relative) Social Community: Staff would like feedback on whether sandstone as the primary material and the use of metal cornice and trim detail is acceptable under this policy. Mr. Gunson contends since there are several Town approved buildings within the core commercial area that have used stone or brick as a primary building material, there is precedent for these material applications and therefore this application should not be subjected to negative points under Policy 5/R. Staff believes that since there is clear direction in the Hand Book of Design Standards, that masonry should not be the primary building material.

Staff would like Planning Commission input on the specific policy questions and would also look for any additional code related comments or concerns before this project moves forward to a preliminary hearing.

1. Did the Commission believe Design Standard 225 has been met with the proposed use of sandstone as the primary building material?
2. Did the Commission believe Design Standard 228 has been met in regards to the proposed metal cornice and trim detail?
3. Did the Commission have any additional comments on the proposed project design?

Commissioner Questions / Comments:

Ms. Dudney: Did the new Elk Building (next to the Gold Pan) have a limit of how much sandstone should be on the bottom? I believe they wanted more but we said no. (Mr. Mosher: It was limited as this character area is residential. As such any stone was historically used as foundation. It was decided as a commercial use abutting a commercial character area that the stone could be used as an 18-inch tall wainscot.) (Mr. Kulick: That building reduced the amount of stone but it was in a different character area with a residential style.) How did the Planning Commission treat the Rounds Building (137 S. Main St.) and 122 S. Main St. and the use of sandstone there? (Mr. Kulick: The Commissioners were supportive of sandstone on both projects.) (Mr. Grosshuesch: This building also garnered extra discussion amongst the Planning Commission during its review. It was finally allowed.)

- Mr. Giller: What makes this building compatible in Character Area 6, Commercial Core? (Mr. Kulick: Large first-story store front windows, recessed entry, small 2nd story windows, kickplate, transoms, and the building's general ornamentation.) The size and shape of the materials is in question? (Mr. Kulick: Yes. The general form of the building we are comfortable with, now we are looking at the design specifics. The project has come a long way; Mr. Gunson has been very receptive to our comments. The original design was not compatible with priority policies of the Handbook of Design Standards.) (Mr. Gunson: First page of the guidelines for a new building states that new buildings should not be replication of old buildings, and should not be mistaken as an old building. The Centennial Bank building next door, for instance, is seen often by tourists as a historic building even though it isn't. The cornice I am proposing and other features contribute to the streetscape. I designed the proposed building as a modern interpretation that fits in with the neighborhood.)
- Ms. Dudney: Why all stone on the façade? (Mr. Gunson: It is an attractive medium; the stone is indigenous to the area and was used historically.) Do you disagree with the design standard 225? (Mr. Gunson: I don't understand why it is in the guidelines when there are many buildings in town, historic and non-historic, that do not follow the 225 guidelines.) How many negative points is design standard 225 subject to? (Mr. Kulick: Staff would suggest negative three (-3) or negative six (-6) points.)
- Mr. Schroder: I am struggling with the material choice. The plan and shape are sound. Code says to avoid this material but it hasn't been followed in some past approvals. How did that come about? (Mr. Grosshuesch: The Planning Commission allowed it on those buildings after a great deal of deliberation.)
- Ms. Dudney: The issue to me is the use of Sandstone on the second floor; it is not Code compliant.
- Mr. Gerard: How are you going to color the beams? (Mr. Gunson: They will be painted as if it was wood but won't deteriorate as rapidly as wood.)
- Ms. Leidal: It doesn't meet several historic standards; too much sandstone on second floor; cornice and archway is a concern; the solid to void and shape of the windows do not meet historic standards. The building is beautiful though.
- Ms. Dudney: Positive about contemporary elements. Like that it's recognizable as new building. Like cornice; no issue with solid to void. Do prefer to see the lap siding on the upper level.
- Mr. Lamb: Lap siding looks bad. Solid to void: windows inconsistent to neighbors. Don't like it but there is clearly precedent for stone. Like the cornice.

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

Final Commissioner Comments:

- Ms. Dudney: The proposed does not comply with design standard 225 and could be awarded negative points but complies with 228, I like the contemporary details. If negative points are applied to policy 225, take into account the amount of lap siding on the sides of the building. Solid to void and arched windows OK on second story.
- Mr. Lamb: Meets the intent of 225 and 228 but solid to void should be looked at. Arched upper windows are OK.
- Mr. Schuman: Meets the intent of 225 and 228 but solid to void should be looked at. Not all metal detailing is appropriate. Re-visit the cornice and arched opening.
- Ms. Leidal: Nice building but the materials and detailing are not appropriate for this character area. Does not comply with design standards 225 and 228 because of the excessive sandstone and open cornice metal detail. The second story solid to void ratio is a concern.
- Mr. Giller: Combination of material and its cumulative effect makes the overall building appear too heavy for its size. Use more restraint and refinement and design standards 225 and 228 can be met.

- Mr. Gerard: Precedence doesn't always fit our design standards. Sandstone is suitable trim, but design standard 225 does not allow it on the top floor of the building. The metal as it relates to design standard 228 works and I like the use of the metal but I don't think the open cornice meets that standard.
- Mr. Schroder: It is a beautiful building but our job is to interpret code. 225 is not being met with this much stone. I like the metal but don't think the open cornice meets design standard 228. Additionally, the second story windows are too large to meet the solid to void ratio.
- Mr. Gunson: Mr. Giller did you like the use of metal?
- Mr. Giller: Yes, but it needs refinement as it is designed. Currently the totality of the project is too heavy.

TOWN COUNCIL REPORT:

Mr. Grosshuesch presented. Council had the non-profit grants award ceremony. Usually 15 or more organizations are recognized at the meeting. Sign Ordinance for signs on public property was approved. The Dipping Station landmarking was approved. Solid waste collection ordinance (require trash companies to dump at the county land fill) was discussed, and pulled from the agenda because one of the haulers pointed out that the landfill is not open on weekends and they have no other place in the County to take it. The watershed protection MOU with the USFS was approved. The Recreation Center renovation and budget was discussed. Development Code amendment changes were reviewed and favorably received. The Code Committee was directed to review snow melt policy. There will be a Town Council retreat on February 14th.

TOWN PROJECT HEARINGS:

Town of Breckenridge Recreation Center Expansion (CK) PL-2017-0004, 857 Airport Road

Mr. Kulick presented a proposal to construct a Town owned 16,894 sq. ft. indoor tennis center, one additional outdoor tennis court, and add 8,116 sq. ft. of additional floor space within the existing Recreation Center building. Also present were Mr. Scott Reid, Director of Recreation for the Town of Breckenridge, Mr. Randy May, Owner's Representative for the project, and Mr. Chris Kastelic, Sink, Combs Dethlefs, Architects.

Negative points are incurred for:

- Policy 6/R Building Height:
 - Negative six (-5) points as the building height exceeds the land use guidelines, but is no more than one-half (1/2) story over the land use guidelines recommendation.
 - Negative one (-1) point as the building has a continuous ridgeline greater than 50'.
- Policy 5/R Architectural Compatibility: Negative six (-6) points due to the building using 100% non-natural materials on all elevations.

Positive points are awarded for:

- Policy 24/R Community Need: Positive three (+3) points for meeting a Council Goal.
- Policy 20/R Recreation Facilities: Positive six (+6) points for the magnitude of the project and 100% of the project providing expanded public recreation facilities.
- Policy 26/R Infrastructure: Positive four (+4) points for providing recreational facility improvements that are identified under LUD 3's capital improvement needs and in the Town's 2017 Capital Improvement Plan.

This is a Town Project pursuant to the ordinance amending the Town Projects Process (Council Bill No. 1, Series 2013). As a result, the Planning Commission is asked to identify any Development Code policies that the application does not comply with and make a related recommendation to the Town Council.

Planning Staff suggested that the Planning Commission recommend the Town Council approve the Recreation Center Expansion / Remodel and Indoor Tennis Building located at 857 Airport Road, PL-2017-0004, with a passing point analysis of positive one (+1) point and the presented Findings.

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

Commissioner Questions / Comments:

- Mr. Schroder: Proposed parking access from the west? Where is the front door compared to parking? (Mr. Kulick: Explained the front door location planned for the south façade of the building.)
- Mr. Schroder: Parking lot; will it be congested? Have we looked at other problem parking lots, such as Rainbow Park? (Mr. Grosshuesch: The design features standard dimensions for a parking lot and shouldn't cause a problem.) (Mr. Reid: The tennis courts have a limited capacity and therefore the lot will rarely will be at capacity.)
- Mr. Giller: Should you have more landscaping to help screen a building of that scale? (Mr. Kulick: There is a significant tree buffer along Airport Road along with many mature trees internally that were planted prior to the Rec Center over 35 years ago.)
- Ms. Dudney: Where will people be parking? Will they use the regular lot as well? (Mr. Kastelic: Peak hours may see the lot fill but it will be rare. Snow storage stall will be useable in summer.)
- Mr. Schuman: Will 18 spots be enough? You will also have people at the playground Parking there.

Mr. Schuman recommended that the Town Council approve the Recreation Center Expansion/Remodel and Indoor Tennis Building, PL-2017-0004, 857 Airport Road, with a passing point analysis of positive one (+1) point and the presented Findings. Mr. Lamb seconded, and the motion was carried unanimously (7-0).

OTHER MATTERS:

- 1) Class C Subdivisions Approved Q4, 2016 (JP) (Memo Only)
- 2) Class D Majors Approved Q4, 2016 (JP) (Memo Only)

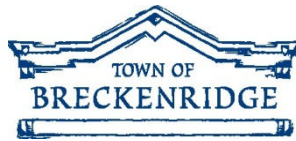
Commissioner Questions / Comments:

No questions.

ADJOURNMENT:

The meeting was adjourned at 7:41pm.

Dan Schroder, Chair



TO: BRECKENRIDGE TOWN COUNCIL
FROM: BRIAN WALDES, DIRECTOR OF FINANCE
SUBJECT: SECOND WATER PLANT REVIEW AND *PRO FORMA*
DATE: 1/17/2017

The purpose of this memo and attachments is to provide to Council the Brown & Caldwell Cost Estimate and Predesign Review Report, as well as the latest water fund pro forma that includes updated financial information. The following information was presented to the Water Task Force on January 17th for discussion. The Water Task Force members supported the results of the Brown & Caldwell Review. Additionally, task force members voiced support for the updated water fund pro forma that was presented. Brown & Caldwell will attend the TC Work session to present their findings and discuss any questions as related to 30% Cost Estimate & Feasibility Review.

Brown & Caldwell Review

Attached to this memo is the Brown & Caldwell Cost Estimate and Predesign Review Report. This report was requested by Council in order to fully vet the 30 % construction cost estimates provided to the Town for the second water plant. This due diligence effort showed that the cost estimate as provided to Council and staff in late 2016 were accurate. Brown & Caldwell stated that no further independent review was warranted as the estimates are within expected variances for this level of design.

Water Fund Pro Forma

Also attached is the latest revision of the water fund pro forma. This analysis is meant to show what water rate, water system maintenance fee (WSMF), and plant investment fee (PIF) rate changes are required to both meet the new debt service requirements of the second plant and continue to fund the ongoing operational and capital needs of the current system. The pro forma was reviewed by the Water Task Force at our January 17th meeting, and contains that group's recommendations.

The current analysis shows that, with the rate changes listed below, the fund can sustain the requirements of the second plant;

1. **Water Rents** - increase at 5% annually.
2. **WSMF** – increases from \$4/cycle to \$6/cycle in 2018, and then to \$8/cycle in 2019.
3. **PIFs** – Increase by 20% in 2018, and then 10% annually thereafter.

With these new rate assumptions in place, the pro forma indicates that the fund can sustain both current operations and the \$3.2M annual debt service requirements of the new treatment plant. One other change to the long term plan for the water fund resulted from an internal analysis of the fund's indirect overhead expense allocation. In the past, the water fund was transferring around

\$450K/year back to the general fund to reflect the cost of staff time spent on budgeting, payroll, AP processing, billing, and other administrative costs. Staff performed an analysis that utilized industry best practices, as well as governmental accounting standards, to reassess this figure. We have determined that an amount of \$95K for 2017 is appropriate and justified, with an estimated 3% annual escalator thereafter. This results in an estimated \$355K annual savings to the fund. Although this does not represent a true cash savings to the Town, it does have a measureable upward impact on the water fund balance going forward.

The water pro forma attached to this memo is a very conservative forecast of the fund's revenues and expenses. PIFs are forecast at less than 100 new SFE per year, and water rent revenues do not anticipate any new customers. WSMF fees only anticipate 1% SFE growth per year, and the second plant is forecast at the full \$53M spend, an amount that would include all foreseeable contingency cost overruns. The fact that the fund is sustainable with these assumptions in place is a strong indicator that the rate increase assumptions are adequate.

It is important to keep in mind that staff revisit this pro forma frequently. As new revenue and expense levels come into place, we update our formulas and forecasts to see what future changes need to be made. At this point, the rate change assumptions listed above and on the pro forma appear to be appropriate. As we re-examine these assumptions over time, we may change these percentages up or down. The purpose of the pro forma is to see what is possible at different expense and revenue levels, and from this latest version we can see that the plant is feasible with reasonable rate increases.

1527 Cole Boulevard, Suite 300
Lakewood, CO 80401

T: 303.239.5400
F: 303.239.5454



January 13, 2017

Town of Breckenridge
1095 Airport Rd.
PO Box 168
Breckenridge, CO 80242

Subject: Results of Cost Estimate Review and Predesign Report Review

To Whom It May Concern:

At the request of the Town of Breckenridge (Town), Brown and Caldwell (BC) is pleased to submit the following findings for a third party review of design costs for the Breckenridge 2nd Water Treatment Plant and the Second Water Plant Feasibility Study. The driver behind this review is to validate and better understand the cost estimates provided to the Town by Moltz Construction (2016 30% Construction Cost Estimate).

Construction Cost Estimating Review

Prior to the Site visit (December 15, 2016) BC conducted a review of all the information and drawings provided by the Town. The purpose of this review was to prepare for the site visit, and allow for meaningful discussions with the Town, HDR, Wember Inc. (the Town's Owner's Agent) and Moltz Construction. The Town provided the following items for review (Table 1):

Table 1. Information Provided by Town		
Item #	Document	Development Date
1	Final Working CIP Report-V6	May-15
2	BDR 30% Design for 3rd Party Review	July-16
3	Cost History Memo	Sept-16
4	Network & Controls and Filter Evaluations	Oct-16
5	Process Flow Diagram (PFD)	Apr-16
6	Second Water Plant Feasibility Study	Jan-14
7	VE Workshop-Cost Savings Ideas	Sept-16
8	Volume 1 Drawings	Jul-16
9	Volume 2 Drawings	Jul-16

Table 1. Information Provided by Town		
Item #	Document	Development Date
10	Volume 3 Drawings	Jul-16
11	Volume 4 Drawings	Jul-16

During the meeting with the Town, Moltz, HDR and Wember, Inc., it was requested that additional details on the cost estimates be provided. The detailed cost estimates were provided on December 19, 2016. The additional documents included:

1. BSWP-2016.10.04-WORKING DRAFT-Budget and Cash Flow Graph
 - a. See specifically the 2 tabs colored green
 - b. This contains the overall owner budget info, summarized in the PDF you received back in November
2. BSWP-2016.08.25-Moltz-Breck 30% GMP 16 08-25
 - a. Excel spreadsheet of Moltz's detailed 30% estimate
3. BSWP-2016.08.25-Moltz-Breckenridge 30% Design Assumptions-Exclusions-Clarifications and BSWP-2016.08.25-Moltz-Breckenridge Assumptions-Exclusions-Clarifications Nick
 - a. PDF of clarifications and exclusions, etc., for Moltz's 30% estimate
4. BSWP-2016.12.09-HDR S&W Comprehensive Geo-Technical Report
 - a. Shannon & Wilson is working as a sub to HDR, and just issued the comprehensive geo-technical report on December 9th.
5. BSWP-2016.08.26-Moltz-Breck 30% GMP Presented 16 08-26 to B&C
 - a. This report, and the information it contains, were not available to the project team at the 30% design level.

Key Estimating Assumptions

The basis of the cost estimate review is to validate the 30% estimate prepared by Moltz. It is important to note that BC did not develop a completely independent cost estimate. In an effort to provide a timely review while still maintaining an independent review level, the approach was to develop a validation estimate with a similar level of detail and utilize the take-off quantities provided by Moltz, using BC's internal cost database and historical data.

The following are some key assumptions in developing the estimate. Additional estimating assumptions are detailed in the Basis of Estimate Report provided with the detailed cost estimate (Attached).

- Owner provided costs are not included. The estimate review focused solely on the construction costs provided by Moltz and did not include review of the Owner soft costs for the project.
- Contingencies and escalation are not included.
- Major equipment vendor quotes were used from the Moltz estimate.

Table 2. Cost Summary			
Construction Costs	Moltz	BC	Variance
Complete WTP Construction Total	45,200,798	44,783,038	(417,760)
Raw Water Intake & Pump Station	5,032,180	4,693,882	(338,298)
Raw Water Pipeline	5,061,225	5,433,339	372,114
Water Treatment Plant	30,068,960	29,640,147	(428,813)
Finished Water Pipeline	5,038,433	5,015,667	(22,766)
CMAR General Conditions	Pro-rated in above	Included in above	
CMAR OH&P	Pro-rated in above	Included in above	

Estimate Review Results

The cost summary is presented in Table 2. The total WTP estimated construction cost developed by BC is \$44.7M as presented in the validation estimate. This is within \$400K of the \$45.2M estimate prepared by Moltz and is a variance of 0.8%. For an ACEI Class 3 estimate at 30% design stage, this agrees very well and should be considered validated by the BC estimate.

Estimate Documentation

The Moltz estimate provides quite a bit more detail than expected at this level of design. There was substantial effort put into the preparation of their estimate. The estimate is complete and it appears to be accurate with very few minor errors and/or discrepancies noted during the review. A basis of estimate document was not provided, however the basic estimating assumptions were provided and reviewed. None of the assumptions that Moltz made appear out of the ordinary with this level of scope and type of project. However, it is noted that there are some exclusions that may warrant further review by the project team to verify.

Review Notes

The following general observations were noted during the detailed review and building of the validation estimate.

- The costs for the Raw Water Intake and Pump Station structures are indicated higher in the Moltz estimate. This is primarily due to higher unit costs for mechanical items and electrical in the Moltz estimate.
- The costs for the Raw Water Pipeline are higher in the validation estimate. This is primarily due to assumptions made on pipe laying productivity, pipe materials, and the river crossing at station 132 + 00.

- Costs for the Water Treatment Plant are higher in the Moltz estimate. Mostly due to higher electrical and other subcontractor costs. Especially on specialty and building architectural materials where quotes are generally needed to validate the costs.
- Costs for the Finished Water pipeline are only slightly higher in the Moltz estimate than the BC estimate. This is insignificant of a variance, but does reinforce concurrence on constructability in this very complex portion of the project.
- The general conditions requirements costs are higher in the Moltz estimate. Moltz has provided general condition costs as a mix of direct costs and some as a markup. The BC estimate used our internal standard methodology in applying markups and accounting for general conditions. We did however, try to simulate the approach. The detail for the CMAR general conditions costs shown as a markup are not known, so a detailed review of these was not done.

While there were several other minor differences noted throughout, they are not of significance to the overall cost or variances. This is considered very typical of a third party review and many pluses and minuses would be expected.

Further Recommendations

As with any project in early design stages, it is customary to allow some conservatism in estimating costs until the scope is further defined. We understand that the project team is reviewing design scope and trying to reduce project costs to keep within budget. It is recommended that the project team further review the scope as design progresses and review the owner's contingencies being carried as they relate to the level of detail and confidence in the cost estimate. In our opinion, further independent review does not seem warranted since the estimates are well within expected variances for this level of design.

Feasibility Study Review

BC conducted a general review of the completed Feasibility Study, Basis of Design Report (BODR) for the Breckenridge 2nd Water Plant, the Network and Controls Evaluation and Filter Evaluation Report (only the filter inspection portion). This included a review and vetting of the processes and technologies selected and design parameters. The treatment technologies selected (conventional water treatment with rapid mix, flocculation, clarification and granular media filtration) are industry standards and the design criteria are typical for Colorado water plants treating surface water supplied by snow-melt. The details in the report around projected demands, water quality and operator preferences support the process train selection. During the meeting on December 15 the questions/observations Table 3 were discussed. The comments of most consequence from a cost perspective are the option to consider direct filtration using membranes and a closer look at the proposed design criteria for plate and increased filter loading rates.

From a cost perspective, the most significant comment is whether implementation of direct filtration membranes could be viable. At the meeting staff demonstrated a clear preference to conventional treatment and in subsequent communication with HDR, it is understood that the wastewater district will not accept any discharge that contains alum or an aluminum-based PACI.

Option for further consideration using membrane filtration in lieu of conventional filtration would require the Town to use an alternative coagulant that is not aluminum based. Further discussions with membrane manufacturers is recommended to discuss options for coagulant use in direct membrane filtration application. Membrane backwash waste would be managed similar to conventional filter backwash while the CIP waste stream would be neutralized and a disposal option would need to be further evaluated with the most cost effective option to send to the WWTP.

Further refinement of the design criteria presented in the feasibility study is recommended. Although the filter loading rate is at the maximum allowable per CDPHE, they can be approached for a variance. Evaluation of higher filter loading rates would need to be piloted in order to get approval from CDPHE. A higher filter loading rate would decrease filter area resulting in capital cost savings. Similarly, the design rate of 2 gpm/sf (of basin area) for the plates is within the typical range but there may be opportunity to increase this rate, subsequently reducing basin space and capital cost. However, as with any project in early design stages, it is customary to allow some conservatism in design criteria so the values presented are certainly well within reason.

Table 3. Feasibility Study Comments

Item	Topic	Page Number or Section	Questions	Result
1	A detailed review of the GRWTP would be prudent to determine improvements necessary to ensure that it can produce water over the next 20 to 30 years at the design flow rate of 5 MGD	35	Are water rights available to go above 5 MGD? Has this been considered? Why do filters plug unexpectedly? Is the limitation to 4 mgd related to filter performance and subsequent need to bw (short runs, less efficient); need to reduce flow because bw waste pond is at capacity or combination?	This comment was made after reviewing the feasibility report but before reading the Controls and Filter report. These items were addressed in that report.
2	0.5 MGD Peak 7 plant no longer in use - recall issue with source reliability (summer or winter?)		Why is this plant not operated when water is available?	Town should comment on whether this plant has any useful life as peaking plant.
3	Treatment Requirements	44	Have samples been taken with the Iowa Hills WWTP online? Any indication that the water is impaired by effluent? What is the percent of flow that this WWTP contributes?	Additional data indicated no impact from Iowa Hills WWTP.
4	Fe/Mn Treatment	2.5.3, 45	Consider a secondary barrier of adsorption on the filter media	This may be considered. Easy to incorporate into final design.
5	Cryptosporidium	50	Historically low, but has it been sampled since Iowa Hills WWTP online?	One Cryptosporidium sample was provided. It was non-detect. Additional samples are recommended.
6	Filtration		Was Direct Filtration using membranes considered? Risk tradeoff - fewer treatment barriers. Water quality and risk tolerance.	This may provide cost savings.
7	Filtration (Network and Controls Evaluation and Filter Evaluation report scanned in order to understand capability and challenges of existing WTP)		Conduct solids retention analysis as recommended. Filter backwash turbidity profile + filter expansion during bw + solids retention creates the most complete filter backwash efficacy picture.	NA

Very truly yours,

Brown and Caldwell

A handwritten signature in black ink, appearing to read "L. Sullivan".

Laurie Sullivan, Project Manager
Lakewood, Colorado

cc: Dan Goodburn
Bill Agster
Michael Penny

Attachments (1)

1. Attachment A: Brown & Caldwell Basis of Estimate Report/Town of Breckenridge
Second Water Treatment Plant 30% Design – 3rd Party Estimate Review Detailed Estimate

- Water Pro Forma -

Out of Town PIF 125% - SRF LOAN \$53M - Tarn Dam Loan \$8M - PIF 10% - WSMF variable

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Rent Inc Comm.	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Rent Inc Residential	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Rent Comm.	545,829	573,121	601,777	631,866	663,459	696,632	731,464	768,037	806,439	846,761	889,099
Rent Residential	2,584,171	2,713,379	2,849,048	2,991,500	3,141,075	3,298,129	3,463,036	3,636,187	3,817,997	4,008,897	4,209,341
Water Rents	\$ 3,130,000	\$ 3,286,500	\$ 3,450,825	\$ 3,623,366	\$ 3,804,535	\$ 3,994,761	\$ 4,194,499	\$ 4,404,224	\$ 4,624,436	\$ 4,855,657	\$ 5,098,440
PIF Increase	10%	20%	10%	10%	10%	10%	10%	10%	10%	10%	10%
PIF rate - In Town	\$ 7,703	\$ 9,244	\$ 10,168	\$ 11,185	\$ 12,304	\$ 13,534	\$ 14,887	\$ 16,376	\$ 18,014	\$ 19,815	\$ 21,797
PIFs	1,552,173	1,097,725	1,168,812	1,244,828	1,326,097	1,412,877	1,505,674	1,605,001	1,711,285	1,824,963	1,946,751
W.S.M.F. % Inc	0%	50%	33%	0%	0%	0%	0%	0%	0%	0%	0%
W.S.M.F. / cycle	\$ 4	\$ 6	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8
W.S.M.F.	267,291	406,566	549,013	558,094	567,984	578,691	590,224	602,590	615,798	629,856	644,821
PIFs + W.S.M.F.	1,819,464	1,504,291	1,717,824	1,802,922	1,894,081	1,991,569	2,095,897	2,207,591	2,327,082	2,454,819	2,591,571
Other	594,572	600,675	1,606,848	613,092	619,407	625,794	632,255	638,790	645,402	626,265	632,508
Loan Proceeds		53,000,000	8,000,000								
Total Revenues	\$ 5,544,036	\$ 58,391,466	\$ 14,775,498	\$ 6,039,380	\$ 6,318,022	\$ 6,612,124	\$ 6,922,652	\$ 7,250,605	\$ 7,596,919	\$ 7,936,741	\$ 8,322,520
General Services	1,911,053	1,968,385	2,627,436	2,706,259	2,787,447	2,871,070	2,957,203	3,045,919	3,137,296	3,231,415	3,328,357
Gen Fund X-fer	95,319	96,272	97,235	98,207	99,189	100,181	101,183	102,195	103,217	104,249	105,291
Other	146,580	149,158	151,814	154,550	157,368	160,270	102,635	105,714	108,886	112,153	115,517
	2,152,952	2,213,815	2,876,485	2,959,016	3,044,004	3,131,522	3,161,021	3,253,828	3,349,399	3,447,817	3,549,166
Capital	1,655,000	56,437,000	4,286,500	1,741,250	2,444,000	4,116,000	1,723,000	2,482,000	1,000,000	1,000,000	990,000
Debt Service Plant			3,228,293	3,228,293	3,228,293	3,228,293	3,228,293	3,228,293	3,228,293	3,228,293	3,228,293
Debt Service Dam				406,295	406,295	406,295	406,295	406,295	406,295	406,295	406,295
Debt Issuance Exp.	-	100,000	100,000	-	-	-	-	-	-	-	-
Total Expenses	\$ 3,807,952	\$ 58,750,815	\$ 10,491,279	\$ 8,334,855	\$ 9,122,592	\$ 10,882,110	\$ 8,518,609	\$ 9,370,416	\$ 7,983,987	\$ 8,082,405	\$ 8,173,754
Change	\$ 1,736,084	\$ (359,349)	\$ 4,284,219	\$ (2,295,475)	\$ (2,804,570)	\$ (4,269,986)	\$ (1,595,958)	\$ (2,119,811)	\$ (387,068)	\$ (145,664)	\$ 148,765
Fund Balance	\$ 11,884,546	\$ 11,525,198	\$ 15,809,417	\$ 13,513,941	\$ 10,709,371	\$ 6,439,385	\$ 4,843,428	\$ 2,723,617	\$ 2,336,549	\$ 2,190,886	\$ 2,339,651

Memorandum

TO: TOWN COUNCIL

FROM: Dale Stein P.E., Town Engineer

DATE: January 18, 2017

RE: Park Avenue (SH 9) Roundabout Modeling and Feasibility Study

Staff, joined by consultant team JVA Engineering & McDowell Traffic Engineering & MTJ Roundabout Engineering, will present to Town Council at the January 24th work session the findings of a study that looked at the feasibility and benefits of constructing roundabouts at the main intersections on Park Avenue between Airport Road on the north and S. Main Street on the south.

Background: Consultants DTJ Design & Nelson \ Nygaard completed a Transportation, Parking and Urban Design study in 2016 that proposed solutions to existing traffic congestion, parking and urban design challenges. The proposed solutions from DTJ & Nelson \ Nygaard included the recommendation to construct modern roundabouts at existing intersections on Park Avenue to help reduce traffic congestion. This next step by the JVA team investigated the feasibility of constructing the roundabouts as recommended by the previous study.

The presentation of the roundabout study to Council will include:

- Study Background information and purpose,
- Observed ongoing impacts to traffic,
- Existing attempts at traffic congestion relief,
- Traffic analysis of the Park Avenue corridor,
- Conclusions of the study,
- Recommendations of improvements to Park Avenue,
- Visual simulations of existing conditions and proposed improvements,
- Council Q &A

Park Avenue SH 9 Roundabout Modeling and Construction Feasibility Study

Executive Summary

Table of Contents

1.0 EXECUTIVE SUMMARY	1
1.1 INTRODUCTION	1
1.2 PURPOSE	1
1.2.1 CDOT INVOLVEMENT	1
1.3 ANALYSIS	2
1.4 RECOMMENDATIONS.....	4
1.4.1 PROJECT PRIORITIZATION #1 – ROUNDABOUTS AT S. MAIN STREET AND VILLAGE ROAD (SCENARIO B)	4
1.4.2 PROJECT PRIORITIZATION #2 – ROUNDABOUT AT WATSON AVENUE (SCENARIO C)	4
1.4.3 PROJECT PRIORITIZATION #3 – ROUNDABOUT AT N. FRENCH STREET (SCENARIO D)	5
1.4.4 PROJECT PRIORITIZATION #4 – ROUNDABOUT AT COUNTY ROAD 450 (SCENARIO D)	5
1.4.5 PROJECT PRIORITIZATION #5 – ROUNDABOUT AT AIRPORT ROAD (SCENARIO D)	6
1.4.6 PROJECT PRIORITIZATION #6 – SKI HILL ROAD (SCENARIO D)	6
1.4.7 PROJECT PRIORITIZATION #7 – BOREAS PASS ROAD AND/OR VALLEY BROOK STREET (SCENARIO D)	6
1.5 FEASIBILITY AND COST.....	7
1.6 CONCLUSIONS	9

Tables and Figures

FIGURE 1: ANALYSIS SCENARIOS	3
TABLE 1: SCENARIO COSTS	7
TABLE 2: PROJECT PRIORITIZATION COSTS AND BENEFITS	8



1.0 EXECUTIVE SUMMARY

1.1 INTRODUCTION

The Town of Breckenridge has conducted a broad transportation, parking, and urban design study¹ to develop recommendations and prioritization of the design of parking and transportation capital improvement within the Town. This study recommended that the Town investigate constructing modern urban roundabouts at all the major intersections on Park Avenue (SH 9) between and including Airport Road on the north and South Main Street on the south. The recommendation from the study concluded that the construction of these roundabouts would improve vehicular traffic flow through Town along with providing safer pedestrian crossing opportunities across Park Avenue.

1.2 PURPOSE

The purpose of this study is to develop a traffic model to evaluate the feasibility and prioritization of as many as seven (7) new roundabouts on Park Avenue (SH 9) in Breckenridge, Colorado. The model will evaluate the movement of vehicles and pedestrians at these intersections and identify benefits and issues with the development of these intersections with roundabouts.

1.2.1 CDOT INVOLVEMENT

The Colorado Department of Transportation (CDOT) has been an active participant with the Town’s study. Initial meetings with CDOT staff indicated that they were supportive of the project goals. Subsequent meetings and correspondence with CDOT’s operations staff confirmed the appropriate assumptions and technical aspects for this study. This study will serve as the traffic analysis that is required for permitting future construction projects, as any development on this corridor will need approval from CDOT.

CDOT has indicated that depending on the size of future construction projects, they could be permitted as an Access Permit for single intersection and other smaller scale projects; as a Local Agency Partner for medium sized projects; or as a CDOT led project for a larger scale corridor improvement project. Additionally, any project that would be utilizing federal or state funding would need to be under a Local Agency or CDOT lead to handle the necessary fiduciary requirements.

¹ Town of Breckenridge – Transportation, Parking and Urban Design Study, Final Report, 10.05.16, DTJ Design / Nelson\Nygaard Consulting Associates, Inc.



1.3 ANALYSIS

Meetings were held with Town staff to understand the project and gather information including existing conditions data, traffic count data, and historic reports. On-site observations of the Park Avenue Corridor were made with Town staff. Meetings with CDOT personnel were held onsite to gather their information and understanding of the project.

During peak traffic hours in the afternoon and mornings, the corridor will currently see complete gridlock from Boreas Pass Road, south of Town, to County Road 450, north of Town. The number of gridlocked days is increasing every year.

Traffic count data for the analysis was acquired in December 2013. Additional counts were performed in October, November, and December 2016. Annual Growth Rates and Seasonal Adjustment Factors were applied to adjust the data to reflect current year, peak period volumes. Analysis of the count data indicates that it is based primarily upon the correlation of the number of visitors and skiers, and there is not a direct correlation with the population growth.

Several methods of analysis were used to determine the feasibility of four implementation scenarios, as well as a do-nothing base scenario. These scenarios are shown in **Figure 1** below. The scenarios were selected based upon observed conditions and an understanding of the operations deficiencies, especially at the pedestrian crossings near the Village at Breckenridge, and the transit station at Watson. Deterministic and microsimulation traffic models were calibrated to current conditions and used to forecast future Year 2040 operations, as required by CDOT.

The traffic models include Synchro, Rodel, SimTraffic, and VISSIM. Each model was utilized based upon each model's strengths and capabilities. The deterministic models (Synchro, Rodel) each provide analysis of the geometrics of a given intersection for a single intersection. They do not model the interactions between a series of signals or roundabouts. The microsimulation models (SimTraffic and VISSIM) are used to simulate the movement and interaction of individual vehicles and pedestrians in the system. Therefore, the outputs from the deterministic models will be used as the inputs for the microsimulation model. The microsimulation model examines how each intersection interacts as a corridor, including traffic flows, queuing, and overall operations.

The traffic modeling showed that the key operational deficiencies on the corridor occur at the Park Avenue and South Main intersection and the pedestrian crossings near the Village at Breckenridge. By improving the South Main intersection to promote right turn movements to occur simultaneously with overlapping movements, the corridor operations will improve significantly. The significant number of

pedestrian crossings on the corridor are also creating significant traffic delays. The model shows by controlling the number and frequency of pedestrian crossings, the mainline Park Avenue corridor will perform well through Year 2040. Side street traffic will require the recommended intersection improvements to operate at acceptable Levels of Service through the same planning horizon.

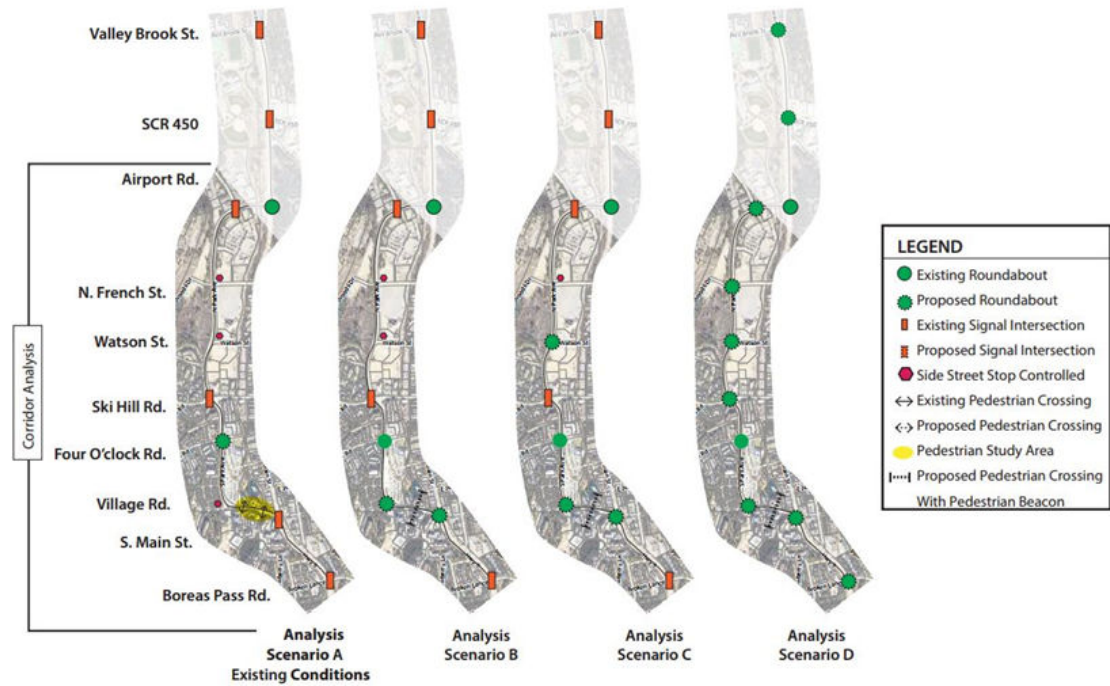


FIGURE 1: ANALYSIS SCENARIOS

In conjunction with the corridor roundabout analysis JVA was also asked to include traffic data input related to possibly adding structured parking spaces along the Park Avenue corridor on F-Lot. A separate F-Lot parking study conducted in 2014 concluded that the addition of more than 500 public type spaces along Park Avenue would require roadway widening and intersection expansion north of the location of a proposed parking structure. This study similarly concurred that adding structured parking above the Park Avenue capacity would require improvements to Park Avenue at some point in the future. The threshold of additional parking is however dependent on multiple factors including; long-term traffic projection, where and how the parking structure is loaded, the user group types, and management of the parking structure. With minimal management an additional 100 spaces may be feasible. With a higher degree of parking management, the Town may be able to add 200 or more additional parking spaces without the need to widen Park Avenue. The capacity currently at F-Lot is 189 parking spaces.

A peer review of the Four O'clock roundabout design determined that the Park Avenue and Four O'clock roundabout was designed appropriately for the future traffic volumes, however does not accommodate the additional development of



significant parking structures on the corridor over the 100-200 spaces discussed above. Therefore, the study recommends that the Town locates future parking expansion with access north of Watson Avenue to minimize the required roadway widening and intersection expansions in the future.

1.4 RECOMMENDATIONS

In addition to the roundabout recommendations shown below both pedestrian and vehicle capacity would benefit from physical access control along the Park Avenue corridor. This would better control the left turning movements on Park Avenue but still allow for right turns into and out of businesses. In addition to the intersection improvements listed below the Town should consider developing an Access Control Plan to direct future development access.

1.4.1 PROJECT PRIORITIZATION #1 – ROUNDABOUTS AT S. MAIN STREET AND VILLAGE ROAD (SCENARIO B)

Improvements from S. Main Street to Village Road are the #1 priority for this corridor. The model indicates that the current limitations to Eastbound Right (EBR) turning movement contribute significantly to the queuing on the corridor. A roundabout at south Main considerably improves the corridor flow and congestion.

Equally as important, the roundabout at Village Road allows for a center median to be constructed between Main and Village, providing both access and pedestrian control. The median will be used to consolidate to a single mid-block pedestrian crossing. This crossing shall be controlled by a High-Intensity Activated crossWalk (HAWK) beacon signal to optimize both pedestrian and vehicular safety and operations.

1.4.2 PROJECT PRIORITIZATION #2 – ROUNDABOUT AT WATSON AVENUE (SCENARIO C)

The installation of a roundabout at the transit station currently at Watson Road will significantly increase transit/schedule reliability, which should increase transit ridership.

It appears that current traffic volumes may meet MUTCD's warrants to install a traffic signal at the intersection. The installation of a roundabout will likely better serve the adjacent parcels and corridor as a whole.

In the event that the transit facility will be relocated closer to or at French Street, Prioritization #2 and #3 should be reordered to accommodate the transit location first.

1.4.3 PROJECT PRIORITIZATION #3 – ROUNDABOUT AT N. FRENCH STREET (SCENARIO D)

French Street serves the North Gondola parking lot. Therefore, it sees a significant amount of morning and evening peak hour traffic. The current two-way stop controlled intersection is operating at acceptable Levels of Service. However, the intersection is anticipated to experience extremely high delay under Year 2040 traffic volumes. With the construction of a single lane roundabout, French Street is anticipated to operate at acceptable levels through Year 2040. However, future development on the corridor may require widening of Park Avenue from the roundabout at the intersection of Park Avenue and North Main to the development location.

1.4.4 PROJECT PRIORITIZATION #4 – ROUNDABOUT AT COUNTY ROAD 450 (SCENARIO D)

The existing traffic signal is anticipated to accommodate future 2040 traffic projections. The Town has identified this intersection, however as a key pedestrian crossing from the residential homes on the east to the Recreation Center and Blue River Bikeway on the west. A roundabout at this intersection would slow mainline Highway 9 traffic and allow for a safer pedestrian crossing. The bus stop could be accommodated better with a roundabout.

In addition, future development is planned on County Road 450. Highway 9 is posted at 45mph at this intersection. The roundabout is likely to impact the northeastern and southeastern parcels for right of way, as it will need to be shifted to the east of the intersection due to the grades on the west that slope downwards to the Blue River.

In the short term, installing a curb extension of the northeast intersection corner would restrict use of the acceleration lane and reduce pedestrian crossing distance of State Highway 9. This would require modified signal timing and eliminate the westbound right turn on red. The acceleration lane could then be used as a bus stop and acceleration lane for accesses to the north.

As a long-term solution, a roundabout would reduce conflict points and pedestrian crossing distances. In addition, speeds on State Highway 9 at this location would be reduced to between 20 and 25mph which would significantly improve pedestrian safety. A signalized pedestrian crossing at the roundabout could be considered to further enhance pedestrian safety. There would not be a need for the acceleration lane which would simplify operations at the intersection. The bus pullout could be located on either side of the intersection.

Any improvement considerations should be coordinated with transit & CDOT.



1.4.5 PROJECT PRIORITIZATION #5 – ROUNDABOUT AT AIRPORT ROAD (SCENARIO D)

Airport Road is currently signalized and operating at acceptable Levels of Service. By Year 2040, the intersection and Park Avenue corridor will likely need improvements to accommodate traffic growth. The addition of a roundabout at this time does not significantly improve traffic flows. The installation of a roundabout at this intersection would accommodate future Year 2040 traffic projections and add continuity to the corridor.

1.4.6 PROJECT PRIORITIZATION #6 – SKI HILL ROAD (SCENARIO D)

Ski Hill Road is currently signalized and operating at acceptable Levels of Service. By Year 2040, the intersection will likely need improvements to accommodate traffic growth. Assuming any new parking is located at or north of Watson, it was assumed that north of Watson would be a 4 lane road section on Park Avenue, and remain 2 lane south of the Watson intersection, and that all of the roundabouts south of Watson are single lane configurations. The installation of a roundabout at this intersection would accommodate future Year 2040 traffic projections and add continuity to the corridor.

1.4.7 PROJECT PRIORITIZATION #7 – BOREAS PASS ROAD AND/OR VALLEY BROOK STREET (SCENARIO D)

Both Boreas Pass Road and Valley Brook Street intersections appear to operate well through Year 2040 and may not need improvement unless significant future development occurs.

1.5 FEASIBILITY AND COST

Conceptual feasibility analysis and costs have been produced using existing conditions mapping and proposed horizontal geometry. The analysis shows the Opinion of Probable Cost (OPC) and details pros and cons for each intersection.

Table 1 summarizes each scenario and shows the total scenario cost in millions of dollars. The OPCs are in year 2016 dollars:

TABLE 1: SCENARIO COSTS			
Intersection/Area	Scenario		
	B	C	D
Boreas Pass Rd, and SH 9			\$2.4M - \$3.3M
Park and Main Roundabout	\$2.5M - \$3.3M	\$2.5M - \$3.3M	\$2.5M - \$3.3M
Village Road Roundabout	\$1.7M - \$2.3M	\$1.7M - \$2.3M	\$1.7M - \$2.3M
Ski Hill Roundabout			\$2.6M - \$3.5M
Watson & Park Roundabout		\$2.6M - \$3.5M	\$2.0M - \$2.7M
French & Park Roundabout			\$2.0M - \$2.7M
Airport Road & N. Park			\$1.4M - \$1.9M
CR450 & SH 9			\$2.4M - \$3.3M
Valley Brook & SH 9			\$2.4M - \$3.3M
North of Park & Main to Village (Median & Signal Improvements between intersections) *	\$0.8M - \$1.1M	\$0.8M - \$1.1M	\$0.8M - \$1.1M
Scenario Cost Range (in Million \$'s)	\$5.0M-\$6.7M	\$7.6M-\$10.2M	\$20.2M-\$27.4M
Notes:			
1. Four O'Clock Roundabout not included as it is to be constructed in 2017			
2. Scenario B includes the Median & Signal Improvements located between the two intersections as shown above			



Table 2 summarizes each project priority, lists the major benefits and extent of benefits and shows the total costs in millions of dollars. The OPCs are in year 2016 dollars:

TABLE 2: PROJECT PRIORITIZATION COSTS AND BENEFITS			
Project Prioritization	Cost	Primary Benefits	Benefit Extent
#1 – Roundabouts at S. Main Street and Village Road (Scenario B)	\$5.0M - \$6.7M	Improves corridor flow and optimize pedestrian and vehicular safety and operations	★★★★★
#2 – Roundabout at Watson Avenue (Scenario C)	\$2.0M - \$2.7M	Increase transit reliability and ridership	★★★★☆
#3 – Roundabout at N. French Street (Scenario D)	\$2.0M - \$2.7M	Increase transit reliability and ridership	★★★★☆
#4 – Roundabout at County Road 450 (Scenario D)	\$2.4M - \$3.3M	Improve pedestrian safety and traffic calming effects	★★★☆☆
#5 – Roundabout at Airport Road (Scenario D)	\$1.4M - \$1.9M	Corridor continuity and accommodate traffic growth	★★☆☆☆
#6 – Ski Hill Road (Scenario D)	\$2.6M - \$3.5M	Corridor continuity and accommodate traffic growth	★★☆☆☆
#7 – Boreas Pass Road and/or Valley Brook St. (Scenario D)	\$4.8M - \$6.6M	Future development may trigger capacity improvements	★★☆☆☆
Priority Cost Range (in Million \$'s)	\$20.2M - \$27.4M		



1.6 CONCLUSIONS

- Installation of roundabouts at all the intersections along the Park Avenue corridor was found to be generally feasible. Not all of the proposed roundabouts however provide the same benefit level.
- The study shows that constructing roundabouts on the south end of the corridor and near the transit station provides the highest initial benefit as related to traffic congestion.
- The study concluded that the high number of pedestrians at the south end of the corridor contribute most to the traffic congestion. Without attention to the volume of pedestrians on peak days, the addition of the roundabouts to the corridor will improve operations of the corridor, but not necessarily improve capacity during those peak days.
- Controlling pedestrians during the peak times will need to be done with the assistance of the police, or with a pedestrian grade separation.
- The existing intersection and signal configuration at S. Park & Main limits the efficiency of the right turn movement south towards Blue River and is a contributing factor to the traffic congestion.
- As the Town moves forward, access control along the corridor should be implemented. The recommended roundabout improvements will facilitate greater access control.
- As future development occurs, including the addition of parking spaces, the Town should review the anticipated traffic impacts and the effect on the Park Avenue corridor. Future development may require capacity improvements on the Park Avenue corridor.
- The Town should also review other operational type items that may be contributing to the congestion on Park Avenue. Items witnessed that may be contributing to traffic delays include shuttle drop off locations, delivery truck staging, skier drop-off management, skier parking lot parking management, bus stop locations, and pedestrians crossing at undesignated locations.



MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 1 (Miscellaneous Editorial Amendments to Town Code)

DATE: January 17, 2017 (for January 24th meeting)

The second reading of the ordinance making a series of editorial amendments to the Town Code is scheduled for your meeting on January 24th. There are no changes proposed to the ordinance from first reading.

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

1 **FOR WORKSESSION/SECOND READING – JAN. 24**

2
3 **NO CHANGE FROM FIRST READING**

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

7
8 COUNCIL BILL NO. 1

9
10 Series 2017

11
12 AN ORDINANCE MAKING MISCELLANEOUS AMENDMENTS TO THE
13 BRECKENRIDGE TOWN CODE

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

17
18 Section 1. Chapter 7 of Title 1 of the Breckenridge Town Code is amended by the
19 addition of a new Section 1-7-3, which shall read as follows:

20
21 **1-7-3: REFERENCES TO TOWN OFFICERS AND EMPLOYEES:**

22
23 **Any reference in this code to the specific job title of a Town officer or**
24 **employee means and includes any successor to such officer or employee and**
25 **any person who performs the same essential employment functions of such**
26 **officer or employee, regardless of such person’s job title.**

27
28 Section 2. The definition of “Town Board or Commission” in Section 1-16-7 of the
29 Breckenridge Town Code is amended to read as follows:

30
TOWN BOARD OR COMMISSION: The town’s planning commission, open
space advisory commission, and the
liquor **and marijuana** licensing
authority.

31
32 Section 3. The definition of “Financial Services Manager” in Section 3-1-2 of the
33 Breckenridge Town Code is amended to read as follows:

34
FINANCIAL SERVICES ~~MANAGER~~ **FINANCE DIRECTOR:** The ~~financial services manager~~ **director**
of finance and information technology
of the town or such other person
designated by the municipality, **or;**
~~“financial services manager“ shall also~~

~~include~~ such person's designee.

1
2 Section 4. Section 3-1-7 of the Breckenridge Town Code is amended to read as follows:

3
4 3-1-7: RETAILER RESPONSIBLE FOR PAYMENT OF TAX:

5
6 A. Every retailer or vendor engaged in business and selling at retail as defined in
7 this chapter shall be liable and responsible for the payment of an amount
8 equivalent to two and one-half percent (2 1/2%) of all sales made by him of
9 commodities or services as specified in section 3-1-3 of this chapter, and shall file
10 a return each month with the ~~financial services manager~~ finance director on or
11 before the twentieth day of each month for the preceding month and remit an
12 amount equivalent to said two and one-half percent (2 1/2%) of such sales to the
13 ~~financial services manager~~ finance director.

14
15 B. Every retailer or vendor conducting a business in which the transaction
16 between the vendor and the consumer consists of the supply of tangible personal
17 property and services in connection with the maintenance or servicing of same,
18 shall be required to pay the tax levied under this chapter on the full contract price,
19 unless application is made to the ~~financial services manager~~ finance director for
20 permission to use a percentage basis of reporting the tangible personal property
21 sold and the services supplied under such contract. The ~~financial services~~
22 ~~manager~~ finance director is hereby authorized to determine the percentage based
23 on the ratio of the tangible personal property included in the consideration as it
24 bears to the total of the consideration paid under said combination contract or sale
25 which shall be subject to the tax levied pursuant to the provisions of this chapter.
26 This section shall not be construed to include terms upon which the tax is imposed
27 on the full purchase price as defined herein.

28
29 Section 5. Section 3-1-8(A)(2)(b) of the Breckenridge Town Code is amended to read as
30 follows:

31
32 b. Any amount so withheld shall be paid to the town within ten (10) days of the
33 date of the sale of the business on forms prescribed by the ~~financial services~~
34 ~~manager~~ finance director.

35
36 Section 6. Section 3-1-9 of the Breckenridge Town Code is amended to read as follows:

37
38 3-1-9: RETAILER TO COLLECT TAX:

39
40 Retailers shall add the tax imposed to the sale price or charge, showing such tax
41 as a separate and distinct item, and when added, such tax shall constitute a part of
42 such price or charge and shall be a debt from the consumer or user to the retailer
43 until paid and shall be recoverable at law in the same manner as other debts;

1 provided, however, that the retailer shall be entitled, as collection agent of the
2 town, to apply and credit the amount of this collection against the two and one-
3 half percent (21/2%) rate to be paid by him under the provisions of section 3-1-5
4 of this chapter remitting any excess collected over said two and one-half percent
5 (21/2%) to the ~~financial services manager~~ **finance director** in the retailer's next
6 monthly sales tax returns.
7

8 Section 7. Section 3-1-12(B) of the Breckenridge Town Code is amended to read as
9 follows:

10
11 B. When it is determined by the ~~financial services manager~~ **finance director** of
12 the town that sales tax owed to the town has been reported and paid to another
13 municipality, the town shall promptly notify the vendor that taxes are being
14 improperly collected and remitted, and that as of the date of the notice, the vendor
15 must cease improper tax collections and remittances.
16

17 Section 8. Section 3-1-13 of the Breckenridge Town Code is amended to read as follows:

18
19 3-1-13: EXEMPTION; BURDEN OF PROOF:

20
21 The burden of proving that any vendor, retailer, consumer or purchaser is exempt
22 from collecting or paying the tax upon goods sold or purchased, paying the same
23 to the ~~financial services manager~~ **finance director** or from making such returns,
24 shall be on the vendor, retailer, consumer, or purchaser under such reasonable
25 requirements of proof as the ~~financial services manager~~ **finance director** may
26 prescribe.
27

28 Section 9. Section 3-1-14 of the Breckenridge Town Code is amended to read as follows:

29
30 3-1-14: EXCESS COLLECTIONS:

31
32 If any vendor shall during any reporting period collect as a tax any amount in
33 excess of two and one-half percent (21/2%) of his total taxable sales, he shall
34 remit to the ~~financial services manager~~ **finance director** the full net amount of the
35 tax herein imposed, and also such excess. The retention by the retailer or vendor
36 of any excess tax collections or the intentional failure to remit punctually to the
37 ~~financial services manager~~ **finance director** the full amount required to be
38 remitted by the provisions of this chapter is hereby declared to be a violation of
39 this chapter.
40

41 Section 10. Section 3-1-16 of the Breckenridge Town Code is amended to read as
42 follows:

43
44 3-1-16: SPECIAL ACCOUNTING BASIS FOR REMITTANCE OF TAX:

1
2 If the accounting methods employed by the vendor or licensed consumer in the
3 transaction of his business, or other conditions, are such that returns made on the
4 calendar month basis will impose unnecessary hardship, the ~~financial services~~
5 ~~manager~~ **finance director** may, upon request of the vendor or licensed consumer,
6 accept returns at such intervals as will, in his opinion, better suit the convenience
7 of the taxpayer and will not jeopardize the collection of the tax. If any taxpayer
8 who has been granted permission to file reports and pay tax on other than a
9 monthly basis shall become delinquent, then authorization for such alternative
10 method of reporting may be revoked by the ~~financial services manager~~ **finance**
11 **director** or his authorized agent, and immediately following notice of revocation,
12 the taxpayer will be required to file reports and pay tax, interest and penalties on a
13 monthly basis for all unreported or unpaid tax in the same manner required by law
14 under conditions that would prevail if he has never been granted the alternate
15 method of reporting and paying the tax.
16

17 Section 11. Section 3-1-18 of the Breckenridge Town Code is amended to read as
18 follows:

19
20 3-1-18: INVESTIGATION OF BOOKS:

21
22 For the purpose of ascertaining the correctness of a return, or for the purpose of
23 determining the amount of tax due from any person, the ~~financial services~~
24 ~~manager~~ **finance director**, or his duly authorized agent, may hold investigations
25 and hearings concerning any matters covered by this chapter and may examine
26 any relevant books, journals, ledgers, business bank account records, work papers
27 of the taxpayer or accountant, records or memorandum of any such person and
28 may require the attendance and testimony of such person.
29

30 Section 12. Section 3-1-19 of the Breckenridge Town Code is amended to read as
31 follows:

32
33 3-1-19: COORDINATED AUDIT:

34
35 A. Any taxpayer licensed in this town pursuant to section 3-1-22 of this chapter,
36 and holding a similar sales tax license in at least four (4) other Colorado
37 municipalities that administer their own sales tax collection, may request a
38 coordinated audit as provided herein.
39

40 B. Within fourteen (14) days of receipt of notice of an intended audit by any
41 municipality that administers its own sales tax collection, the taxpayer may
42 provide to the ~~financial services manager~~ **finance director** of this town, by
43 certified mail, return receipt requested, a written request for a coordinated audit
44 indicating the municipality from which the notice of intended audit was received

1 and the name of the official who issued such notice. Such request shall include a
2 list of those Colorado municipalities utilizing local collection of their sales tax in
3 which the taxpayer holds a current sales tax license and a declaration that the
4 taxpayer will sign a waiver of any passage of time based limitation upon this
5 town's right to recover tax owed by the vendor for the audit period.
6

7 C. Except as provided in subsection G of this section, any taxpayer that submits a
8 complete request for a coordinated audit may be audited by this town during the
9 twelve (12) months after such request is submitted only through a coordinated
10 audit involving all municipalities electing to participate in such an audit.
11

12 D. If this town desires to participate in the audit of a taxpayer that submits a
13 complete request for a coordinated audit pursuant to subsection C of this section,
14 the ~~financial services manager~~ **finance director** shall so notify the ~~financial~~
15 ~~services manager~~ **finance director** of the municipality whose notice of audit
16 prompted the taxpayer's request within ten (10) days after receipt of the
17 taxpayer's request for a coordinated audit. The ~~financial services manager~~ **finance**
18 **director** shall then cooperate with other participating municipalities in the
19 development of arrangements for the coordinated audit, including arrangement of
20 the time during which the coordinated audit will be conducted, the period of time
21 to be covered by the audit, and a coordinated notice to the taxpayer of those
22 records most likely to be required for completion of the coordinated audit.
23

24 E. If the taxpayer's request for a coordinated audit was in response to a notice of
25 audit issued by this town, this town's ~~financial services manager~~ **finance**
26 **director** shall facilitate arrangements between this town and other municipalities
27 participating in the coordinated audit unless and until an official from some other
28 participating municipality agrees to assume this responsibility. The ~~financial~~
29 ~~services manager~~ **finance director** shall cooperate with other participating
30 municipalities to, whenever practicable, minimize the number of auditors that will
31 be present on the taxpayer's premises to conduct the coordinated audit on behalf
32 of the participating municipalities. Information obtained by or on behalf of those
33 municipalities participating in the coordinated audit may be shared only among
34 such participating municipalities.
35

36 F. If the taxpayer's request for a coordinated audit was in response to a notice of
37 audit issued by this town, this town's ~~financial services manager~~ **finance**
38 **director** shall, once arrangements for the coordinated audit between the town and
39 other participating municipalities are completed, provide written notice to the
40 taxpayer of which municipalities will be participating, the period to be audited
41 and the records most likely to be required by participating municipalities for
42 completion of the coordinated audit. The ~~financial services manager~~ **finance**
43 **director** shall also propose a schedule for the coordinated audit.
44

- 1 G. The coordinated audit procedure set forth in this section shall not apply:
2 1. When the proposed audit is a jeopardy audit,
3 2. To audits for which a notice of audit was given prior to the effective date of this
4 section, or
5 3. When a taxpayer fails to provide a timely and complete request for a
6 coordinated audit as provided in subsection B of this section.
7

8 Section 13. The second unnumbered paragraph of Section 3-1-20 of the Breckenridge
9 Town Code is amended to read as follows:
10

11 In the case of a false or fraudulent return with intent to evade tax, the tax together
12 with interest and penalties thereon may be assessed, or proceedings for the
13 collection of such taxes may be begun at any time without regard to the statute of
14 limitations. Prior to the expiration of the period of limitation, the taxpayer and the
15 ~~financial services manager~~ **finance director** may agree in writing to an extension
16 thereof, and the period so agreed on may be extended by subsequent agreements
17 in writing.
18

19 Section 14. Section 3-1-21 of the Breckenridge Town Code is amended to read as
20 follows:
21

22 3-1-21: SUBPOENAS:
23

24 The ~~financial services manager~~ **finance director** may issue a subpoena to compel
25 a person to attend and give testimony or to produce books and records, work
26 papers, photographs or such other information that may be deemed necessary for
27 the purpose of determining the amount of tax due from any person.
28

29 Section 15. Section 3-1-23 of the Breckenridge Town Code is amended to read as
30 follows:
31

32 3-1-23: SALES TAX LICENSES; APPLICATION AND CONTENT:
33

34 Breckenridge sales tax licenses shall be granted only upon application stating the
35 name and address of the person desiring such license, the name of such business
36 and the character thereof, the location, including the street number of such
37 business and such other facts as may be required by the ~~financial services~~
38 ~~manager~~ **finance director**. Any person doing business as a wholesaler shall
39 obtain a retailer's license if any sales are made at retail as defined herein. In case
40 business is transacted at two (2) or more separate places by one person, a separate
41 license for each place of business shall be required. The license shall be posted in
42 a conspicuous place in the place of business for which it is used. No license shall
43 be transferable.
44

1 Section 16. Section 3-1-24 of the Breckenridge Town Code is amended to read as
2 follows:

3
4 3-1-24: DENIAL OF LICENSE:

5
6 A. An application for the initial issuance or renewal of a Breckenridge sales tax
7 license shall be denied by the ~~financial services manager~~ **finance director** if:

- 8 1. The business for which the license is sought is an unlawful business;
9 2. The applicant is not qualified to engage in such business under applicable
10 federal, state or local law; or
11 3. The applicant or, in the event of an applicant which is other than a natural
12 person, if any principal of the applicant, owes to the town any unpaid and
13 delinquent tax of any kind. As used in this subsection A3, the term “principal”
14 means: a) as to a corporation, any officer, director, or shareholder owning fifty
15 percent (50%) or more of the issued and outstanding capital stock of the
16 corporation, b) as to any general partnership, any partner, c) as to any limited
17 partnership, any general partner, and d) as to any limited liability company, any
18 manager or member owning more than fifty percent (50%) interest in the entity.
19 The term “delinquent” means the nonpayment of any tax obligation owed to the
20 town within sixty (60) days of the date such obligation is due.

21
22 B. Before denying an application the ~~financial services manager~~ **finance**
23 **director** shall cause a hearing to be held using the general procedures provided for
24 the revocation of a license in section 3-1-26 of this chapter. In the event an
25 application is denied, the ~~financial services manager~~ **finance director** shall deliver
26 to the applicant a written order of denial stating the reason for denial.

27
28 Section 17. Section 3-1-26 of the Breckenridge Town Code is amended to read as
29 follows:

30
31 3-1-26: REVOCATION OF LICENSE:

32
33 The ~~financial services manager~~ **finance director** may, on a reasonable notice and
34 after full hearing, revoke the license of any person found by the ~~financial services~~
35 ~~manager~~ **finance director** to have violated any provisions of this chapter.

36
37 Section 18. Section 3-1-27 of the Breckenridge Town Code is amended to read as
38 follows:

39
40 3-1-27: APPEAL:

41
42 Any finding and order of the ~~financial services manager~~ **finance director** revoking
43 the license of any person shall be subject to review by the district court of the
44 district where the business of the licensee is conducted, upon application of the

1 aggrieved party. The procedure for review shall be as nearly as possible the same
2 as now provided for review of findings by writ of certiorari in accordance with
3 rule 106(a)(4) of the Colorado rules of civil procedures.
4

5 Section 19. Section 3-1-30 of the Breckenridge Town Code is amended to read as
6 follows:
7

8 3-1-30: COLLECTION AND REFUND OF DISPUTED TAX:
9

10 Should a dispute arise between the purchaser and seller as to whether or not any
11 sale or commodity or service is exempt from taxation hereunder, nevertheless, the
12 seller shall collect and the purchaser shall pay such tax, and the seller thereupon
13 issues to the purchaser a receipt or certificate, on forms prescribed by ~~financial~~
14 ~~services manager~~ **finance director**, showing the names of the seller and
15 purchaser, the items purchased, the date, price, amount of tax paid, and a brief
16 statement of the claim of the exemption. The purchaser may thereafter apply to
17 the ~~financial services manager~~ **finance director** to determine the question of
18 exemption, subject to review by the courts, as herein provided.
19

20 Section 20. Section 3-1-31 of the Breckenridge Town Code is amended to read as
21 follows:
22

23 3-1-31: REFUNDS:
24

25 A. A refund shall be made, or credit allowed, for the sales tax so paid under
26 dispute by any purchaser or user who claims an exemption pursuant to section 3-
27 1-4 of this chapter. Such refund shall be made by ~~financial services manager~~
28 **finance director** after compliance with the following conditions precedent:
29 Applications for refund must be made within sixty (60) days after the purchase of
30 the goods or services whereon an exemption is claimed and must be supported by
31 the affidavit of the purchaser accompanied by the original paid invoice or sales
32 receipt and certificate issued by the seller and shall be made upon such forms as
33 shall be prescribed therefor.
34

35 B. Upon receipt of such application, ~~financial services manager~~ **finance**
36 **director** shall examine the same with due speed and shall give notice to the
37 applicant in writing of his decision thereon. Aggrieved applicants, within thirty
38 (30) calendar days after such decision is mailed to them, may petition the
39 ~~financial services manager~~ **finance director** for a hearing on the claim in the
40 manner provided in section 3-1-41 of this chapter and may either appeal to the
41 district court in the manner provided in section 3-1-42 of this chapter or to the
42 department of revenue in the manner provided in section 3-1-43 of this chapter.
43 The right of any person to a refund under this chapter shall not be assignable, and
44 except as provided in subsection C of this section, such application for refund

1 must be made by the same person who purchased the goods or services and paid
2 the tax thereon as shown in the invoice of the sale thereof.

3
4 C. A refund shall be made or a credit allowed by the ~~financial services manager~~
5 **finance director** to any person entitled to an exemption where such person
6 establishes that: 1) a tax was paid by another person, the purchaser, on a purchase
7 made on behalf of the person entitled to an exemption; 2) a refund has not been
8 granted to such purchaser; and 3) the person entitled to the exemption paid or
9 reimbursed such purchaser for such tax. The burden of proving that sales,
10 services, and commodities on which tax refunds are claimed are exempt from
11 taxation under this chapter or were not at retail shall be on the person making
12 such claim under such reasonable requirements of proof as set forth in the rules
13 and regulations prescribed therefor. No such refund shall be made or credit
14 allowed in an amount greater than the tax paid less the expense allowance on such
15 purchase retained by the vendor pursuant to section 3-1-9 of this chapter.

16
17 D. Such application for refund under subsection C of this section shall be made on
18 forms furnished by the finance department. Upon receipt of such application and
19 proof of the matters contained therein, ~~financial services manager~~ **finance**
20 **director** shall give notice to the applicant by order in writing of his decision
21 thereon. Aggrieved applicants within thirty (30) calendar days after such decision
22 is mailed to them, may petition the ~~financial services manager~~ **finance**
23 **director** for a hearing on the claim in the manner provided in section 3-1-41 of
24 this chapter and may either appeal to the district court in the manner provided in
25 section 3-1-42 of this chapter or to the department of revenue in the manner
26 provided in section 3-1-43 of this chapter. Any applicant for a refund under the
27 provisions of this subsection, or any other person, who makes any false statement
28 in connection with an application for a refund of any taxes is guilty of a violation
29 of this chapter and shall be punished in the manner provided by state law.

30
31 E. Claims for tax monies paid in error or by mistake shall be made within three
32 (3) years after the date of purchase of the goods or services for which the refund is
33 claimed and shall be processed for refund in accordance with the rules and
34 regulations prescribed therefor under subsection D of this section, except that the
35 proceeds of any such claim for a refund shall first be applied by the finance
36 department to any tax deficiencies or liabilities existing against the claimant
37 before allowance for such claim by the finance department, and further except
38 that if such excess payment of tax monies in any period is discovered as a result
39 of an audit by the finance department, and deficiencies are discovered and
40 assessed against the taxpayer as a result of such audit, then such excess monies
41 shall be first applied against any deficiencies outstanding to the date of the
42 assessment but shall not be applied to any future tax liabilities.

1 F. If any person is convicted under the provisions of this section, such conviction
2 shall be prima facie evidence that all refunds received by such person during the
3 current year were obtained unlawfully, and the ~~financial services manager~~ **finance**
4 **director** is empowered to bring appropriate action for recovery of such refunds. A
5 brief summary statement of the above described penalties shall be printed on each
6 form application of a refund.

7
8 G. The right of any person to obtain a refund pursuant to this chapter shall not be
9 assignable.

10
11 Section 21. Section 3-1-32 of the Breckenridge Town Code is amended to read as
12 follows:

13
14 3-1-32: RECOVERY OF TAXES, PENALTY AND INTEREST:

15
16 A. All sums of money paid by the purchaser to the retailer as taxes imposed by
17 this chapter shall be and remain public money, the property of the town, in the
18 hands of such retailer, and shall hold the same in trust for the sole use and benefit
19 of the town until paid to the ~~financial services manager~~ **finance director**, and for
20 failure to so pay to the ~~financial services manager~~ **finance director**, such retailer
21 shall be punished as provided herein.

22
23 B. 1. If any person neglects or refuses to make a return in payment of the sales tax
24 or to pay any sales tax as required by this chapter, then the ~~financial services~~
25 ~~manager~~ **finance director** shall make an estimate, based upon such information as
26 may be available, of the amount of taxes due for the period for which the taxpayer
27 is delinquent and shall add thereto a penalty equal to the sum of fifteen dollars
28 (\$15.00) for such failure or ten percent (10%) thereof, whichever is greater, and
29 interest on such delinquent taxes at the rate imposed under section 3-1-38 of this
30 chapter, plus one-half percent (1/2%) per month from the date when due, not
31 exceeding eighteen percent (18%) in the aggregate.

32 2. Promptly thereafter, the ~~financial services manager~~ **finance director** shall give
33 to the delinquent taxpayer written notice of such estimated taxes, penalty, and
34 interest, which notice shall be sent by first class mail directed to the last address
35 of such person on file with the finance department. Such estimate shall thereupon
36 become a notice of deficiency. Within twenty (20) calendar days after the notice
37 of deficiency is mailed, the taxpayer may petition the ~~financial services manager~~
38 **finance director** for a hearing in the manner provided in section 3-1-41 of this
39 chapter and either may appeal to the district court as provided in section 3-1-42 of
40 this chapter or to the department of revenue as provided in section 3-1-43 of this
41 chapter.

42
43 C. 1. If any taxes, penalty, or interest imposed by this chapter and shown due by
44 returns filed by the taxpayer or as shown by assessments duly made as provided in

1 this section are not paid within five (5) days after the same are due, then the
2 ~~financial services manager~~ **finance director** may issue a notice, setting forth the
3 name of the taxpayer, the amount of the tax, penalties and interest, the date of the
4 accrual thereof, and that the town claims a first and prior lien therefor on the real
5 and personal property of the taxpayer, including, without limitation, the goods,
6 inventory (stock in trade) and business fixtures of such taxpayer.

7 2. Said notice shall be on forms furnished by the finance department and shall be
8 verified by the ~~financial services manager~~ **finance director** or any duly qualified
9 agent of the ~~financial services manager~~ **finance director** whose duties are the
10 collection of such tax, and may be filed in the office of the county clerk and
11 recorder in which the taxpayer owns real or tangible personal property, and the
12 filing of such notice shall create a lien on such property in that county and
13 constitute notice thereof. After said notice has been filed, or concurrently
14 therewith, or at any time when taxes due are unpaid, whether such notice shall
15 have been filed or not, the ~~financial services manager~~ **finance director** may issue
16 a warrant directed to any duly authorized revenue collector, or to the sheriff of the
17 county, commanding him to levy upon, seize, and sell sufficient of the real and
18 personal property of the tax debtor found within his county to satisfy the amount
19 due together with interest, penalties, and costs, as may be provided by law. Any
20 such sales shall be made free and clear of all liens and encumbrances.

21
22 D. Such revenue collector or the sheriff shall forthwith levy upon sufficient of the
23 property of the taxpayer or any property used by such taxpayer in conducting his
24 retail business, and said property so levied upon shall be sold in all respects with
25 like effect and in the same manner as prescribed by law with respect to executions
26 against property upon judgment of a court of record, and the remedies of
27 garnishment shall apply. The sheriff shall be entitled to such fee in executing such
28 warrants as are allowed by law for similar services.

29
30 E. Any lien for taxes as shown on the records of the county clerks and recorders
31 as provided in this section, upon payment of all taxes, penalties, and interest
32 covered thereby shall be released by the ~~financial services manager~~ **finance**
33 **director** in the same manner as mortgages and judgments are released.

34
35 F. The ~~financial services manager~~ **finance director** may also treat any such taxes,
36 penalties, and interest due and unpaid as a debt due to the town from the vendor.
37 The return of the taxpayer of the assessment made by the ~~financial services~~
38 ~~manager~~ **finance director**, as provided in this chapter, shall be prima facie proof
39 of the amount due. Such debt may be collected by civil action brought against the
40 vendor in a court of competent jurisdiction, and in such action the town shall be
41 entitled to recover from the vendor, in addition to the tax, penalties and interest,
42 its reasonable attorney fees incurred in the prosecution of such action.
43

1 G. In any action affecting the title to real estate or the ownership or rights to
2 possession of personal property, the town may be made a party defendant for the
3 purpose of obtaining an adjudication or determination of its lien upon the property
4 involved therein. In any such action, the service of summons upon the ~~financial~~
5 ~~services manager~~ **finance director** or any person in charge of the office of the
6 ~~financial services manager~~ **finance director** shall be sufficient service and shall be
7 binding upon the town.
8

9 H. The ~~financial services manager~~ **finance director** is authorized to waive, for
10 good cause shown, any penalty assessed as provided in this chapter, and any
11 interest imposed in excess of the rate determined pursuant to subsection B of this
12 section shall be deemed a penalty.
13

14 Section 22. Section 3-1-35 of the Breckenridge Town Code is amended to read as
15 follows:
16

17 3-1-35: AUTHORITY OF FINANCIAL SERVICES MANAGER FINANCE
18 DIRECTOR TO REQUIRE IMMEDIATE PAYMENT OF TAX:
19

20 Notwithstanding the provisions of section 3-1-7 of this chapter with respect to the
21 time for the payment of sales tax due to the town, whenever it appears from the
22 records of the finance department or otherwise that sales tax due to the town has
23 not been paid, or has not been paid in a timely fashion, the ~~financial services~~
24 ~~manager~~ **finance director**, after notice and hearing, shall have the authority to
25 require the payment to the town of the tax due under this chapter on a daily or
26 weekly basis, as the ~~financial services manager~~ **finance director** shall determine
27 to be required to adequately assure that the tax due under this chapter will be paid
28 to the town. The ~~financial services manager~~ **finance director** shall give the vendor
29 at least ten (10) days' notice of the time and place of such hearing. Notice shall be
30 mailed to the vendor at the address shown on the town sales tax license. The
31 ~~financial services manager~~ **finance director** shall further have the authority to
32 require payment of such tax on a daily or weekly basis into a separate account
33 maintained by the vendor solely for payment of sales tax and accessible only to
34 parties approved by the ~~financial services manager~~ **finance director**. Failure to
35 comply with any order of the ~~financial services manager~~ **finance director** lawfully
36 entered pursuant to this section shall be sufficient grounds for the revocation of
37 the vendor's sales tax license as provided in section 3-1-26 of this chapter.
38

39 Section 23. Section 3-1-36 of the Breckenridge Town Code is amended to read as
40 follows:
41

42 3-1-36: TAX LIEN; EXEMPTION FROM LIEN:
43

1 A. 1. Except as provided in subsection A2 of this section, the sales tax imposed
2 pursuant to section 3-1-5 of this chapter shall be a first and prior lien upon the real
3 and personal property of or used by the taxpayer, including, without limitation,
4 the goods, inventory (stock in trade) and business fixtures of such taxpayer, and
5 shall take precedence over the other liens, encumbrances, security interest and
6 claims of whatsoever kind or nature.

7 2. Any retailer or person in possession shall provide a copy of any lease
8 pertaining to the assets and property described in subsection A1 of this section to
9 the ~~financial services manager~~ **finance director** within ten (10) days after seizure
10 by the town of such assets and property. The ~~financial services manager~~ **finance**
11 **director** shall verify that such lease is bona fide and notify the owner that such
12 lease has been received by the ~~financial services manager~~ **finance director**. The
13 ~~financial services manager~~ **finance director** shall use his or her best efforts to
14 notify the owner of the real or personal property which might be subject to the
15 lien created in subsection A1 of this section. The real or personal property of an
16 owner who has made a bona fide lease to a retailer shall be exempt from the lien
17 created in subsection A1 of this section: a) if such property can reasonably be
18 identified from the lease description, or b) if the lessee is given the option to
19 purchase in such lease and has not exercised such option to become the owner of
20 the property leased. This exemption shall become effective from the date of the
21 execution of the lease. Such exemption shall also apply if the lease is recorded
22 with the clerk and recorder of Summit County. Motor vehicles which are properly
23 registered in this state, showing the lessor as owner thereof, shall be exempt from
24 the lien created in subsection A1 of this section; except that such lien shall apply
25 to the extent that the lessee has an earned reserve, allowance for depreciation not
26 to exceed fair market value, or similar interest which is or may be credited to the
27 lessee. Where the lessor and lessee are blood relatives or relatives by law or have
28 twenty five percent (25%) or more common ownership, a lease between such
29 lessee and such lessor shall not be considered as bona fide for the purpose of this
30 subsection A2.

31 3. Any retailer who sells out his business or stock of goods, or quits business,
32 shall be required to make out the return as provided in this chapter within ten (10)
33 days after the date he sold his business or stock of goods, or quit business, and his
34 successor in business shall be required to withhold sufficient purchase money to
35 cover the amount of said taxes due and unpaid until such time as the former
36 owner produces a receipt from the ~~financial services manager~~ **finance**
37 **director** showing that the taxes have been paid or a certificate that no taxes are
38 due.

39 4. If the purchaser of a business or stock of goods fails to withhold the purchase
40 money as provided in subsection A3 of this section, and the taxes are due and
41 unpaid after the ten (10) day period allowed, he, as well as the vendor, shall be
42 personally liable for the payment of the taxes unpaid by the former owner.
43 Likewise, anyone who takes any stock of goods or business fixtures of or used by
44 any retailer under lease, title retaining contract, or other contract arrangement, by

1 purchase, foreclosure sale, or otherwise, takes the same subject to the lien for any
2 delinquent sales taxes owned by such retailer and shall be liable for the payment
3 of all delinquent sales taxes of such prior owner, not, however, exceeding the
4 value of property so taken or acquired.
5

6 B. Whenever the business or property of any taxpayer subject to this chapter shall
7 be placed in receivership, bankruptcy, or assignment for the benefit of creditors,
8 or seized under distraint for property taxes, all taxes, penalties, and interest
9 imposed by this chapter and for which said retailer is in any way liable under the
10 terms of this chapter shall be a prior and preferred claim against all the property
11 of said taxpayer. No sheriff, receiver, assignee, or other officer shall sell the
12 property of any person subject to this chapter under process or order of any court
13 without first ascertaining from the ~~financial services manager~~ **finance director**
14 the amount of any taxes due and payable under this chapter, and if there are any
15 such taxes due, owing, or unpaid, it is the duty of such officer to first pay the
16 amount of said taxes out of the proceeds of said sale before making payment of
17 any monies to any judgment creditor or other claims of whatsoever kind or nature.
18 For the purposes of this subsection B, “taxpayer” includes “retailer”.
19

20 Section 24. Section 3-1-37 of the Breckenridge Town Code is amended to read as
21 follows:
22

23 3-1-37: NEGLIGENT OR INTENTIONAL TAX DEFICIENCY:
24

25 If any part of the deficiency in payment of the sales tax is due to negligence or
26 intentional disregard of authorized rules and regulations of the town with
27 knowledge thereof, but without intent to defraud, there shall be added ten percent
28 (10%) of the total amount of the deficiency, and interest in such case shall be
29 collected at the rate imposed under section 3-1-38 of this chapter, in addition to
30 the interest provided by section 3-1-39 of this chapter on the amount of such
31 deficiency from the time the return was due, from the person required to file the
32 return, which interest and addition shall become due and payable ten (10) days
33 after written notice and demand to such person by the ~~financial services manager~~
34 **finance director**. If any part of the deficiency is due to fraud with the intent to
35 evade the tax, then there shall be added one hundred percent (100%) of the total
36 amount of the deficiency, and in such case, the whole amount of the tax unpaid,
37 including the additions shall become due and payable ten (10) days after written
38 notice and demand by the ~~financial services manager~~ **finance director**, and an
39 additional three percent (3%) per month on said amount shall be added from the
40 date that the return was due until paid.
41

42 Section 25. Section 3-1-39 of the Breckenridge Town Code is amended to read as
43 follows:
44

1 3-1-39: INTEREST ON UNDERPAYMENT, OVERPAYMENT,
2 NONPAYMENT OR EXTENSIONS OF TIME FOR PAYMENT OF TAX:
3

4 A. If any amount of sales tax is not paid on or before the last date prescribed for
5 payment, then interest on such amount at the rate imposed under section 3-1-38 of
6 this chapter shall be paid for the period from such last date to the date paid. The
7 last date prescribed for payment shall be determined without regard to any
8 extension of time for payment and shall be determined without any regard to any
9 notice and demand for payment issued, by reason of jeopardy, prior to the last
10 date otherwise prescribed for such payment. In the case of a tax in which the last
11 date for payment shall be deemed to be the date that the liability for the tax arises,
12 and in no event shall such date be later than the date that notice and demand for
13 the tax is made by the ~~financial services manager~~ **finance director**.
14

15 Section 26. Section 3-1-41 of the Breckenridge Town Code is amended to read as
16 follows:
17

18 3-1-41: HEARINGS BY ~~FINANCIAL SERVICES MANAGER~~ **FINANCE**
19 **DIRECTOR**:
20

21 A. If any person contests the ~~financial services manager~~ **finance director**'s
22 deficiency notice or denial of a claim for refund, then he may apply to the
23 ~~financial services manager~~ **finance director** by petition in writing within twenty
24 (20) calendar days after such deficiency notice is mailed to him for a hearing and
25 a correction of the amount of the tax so assessed, in which petition he shall set
26 forth the reasons why such hearing should be granted and the amount by which
27 such tax should be reduced. The ~~financial services manager~~ **finance director** shall
28 notify the petitioner in writing of the time and place fixed by him for such
29 hearing. After such hearing, the ~~financial services manager~~ **finance director** shall
30 make such order in the matter as is just and lawful and shall furnish a copy of
31 such order to the petitioner.
32

33 B. Every decision of the ~~financial services manager~~ **finance director** shall be in
34 writing, and notice thereof shall be mailed to the petitioner within ten (10) days,
35 and all such decisions shall become final upon the expiration of thirty (30) days
36 after notice of such decision shall have been mailed to the petitioner, unless
37 proceedings are begun within such time for review thereof as provided in section
38 3-1-42 or 3-1-43 of this chapter.
39

40 Section 27. Section 3-1-42 of the Breckenridge Town Code is amended to read as
41 follows:
42

43 3-1-42: REVIEW BY DISTRICT COURT:
44

1 A. If any person contests the ~~financial services manager~~ **finance director** final
2 decision on a deficiency notice or claim for refund, he may proceed to have same
3 reviewed by the district court. The procedure of review shall be in accordance
4 with rule 106(a)(4) of the Colorado rules of civil procedures.
5

6 B. Within fifteen (15) days after filing a notice of appeal as provided in this
7 section, the taxpayer shall file with the district court a surety bond in twice the
8 amount of the taxes, interest, and other charges stated in the final decision by the
9 ~~financial services manager~~ **finance director** that are contested on appeal. The
10 taxpayer may, at his option, satisfy the surety bond requirement by a savings
11 account or deposit in or a certificate of deposit issued by a state or national bank
12 or by a state or federal savings and loan association, in accordance with the
13 provisions of section 11-35-101(1), Colorado Revised Statutes, equal to twice the
14 amount of the taxes, interest and other charges stated in the final decision by the
15 ~~financial services manager~~ **finance director**. The taxpayer may, at his option,
16 deposit the disputed amount with the ~~financial services manager~~ **finance**
17 **director** in lieu of posting a surety bond. If such amount is so deposited, no further
18 interest shall accrue on the deficiency contested during the pendency of the
19 action. At the conclusion of the action, after appeal to the supreme court or the
20 court of appeals of the state or after the time for such appeal has expired, the
21 funds deposited shall be, at the direction of the district court, either retained by the
22 ~~financial services manager~~ **finance director** and applied against the deficiency or
23 returned in whole or in part to the taxpayer with interest at the rate imposed
24 pursuant to section 3-1-38 of this chapter. No claim for refund of amounts
25 deposited with the ~~financial services manager~~ **finance director** need be made by
26 the taxpayer in order for such amounts to be repaid in accordance with the
27 direction of the district court.
28

29 Section 28. Section 3-1-43 of the Breckenridge Town Code is amended to read as
30 follows:
31

32 3-1-43: ALTERNATIVE REVIEW BY DEPARTMENT OF REVENUE:
33

34 In lieu of the procedure provided for in section 3-1-42 of this chapter, the
35 taxpayer may elect a hearing on the ~~financial services manager~~ **finance director**'s
36 final decision on a deficiency notice or claim for refund pursuant to procedure set
37 forth in this section.
38

39 A. As used in this section, "state hearing" means a hearing before the executive
40 director of the department of revenue or a delegate thereof as provided in section
41 29-2-106.1(3), Colorado Revised Statutes.
42

43 B. When the ~~financial services manager~~ **finance director** asserts that sales taxes
44 are due in an amount greater than the amount paid by a taxpayer, then the

1 ~~financial services manager~~ **finance director** shall mail a deficiency notice to the
2 taxpayer by certified mail. The deficiency notice shall state the additional sales
3 taxes due. The deficiency notice shall contain notification, in clear and
4 conspicuous type, that the taxpayer has the right to elect a state hearing on the
5 deficiency pursuant to section 29-2-106.1(3), Colorado Revised Statutes. The
6 taxpayer shall also have the right to elect a state hearing on the ~~financial services~~
7 ~~manager~~ **finance director**'s denial of such taxpayer's claim for a refund of sales
8 tax paid.
9

10 C. The taxpayer shall request the state hearing within thirty (30) days after the
11 taxpayer's exhaustion of local remedies. The taxpayer shall have no right to such
12 hearing if he has not exhausted local remedies, or if he fails to request such
13 hearing within the time period provided for in this subsection C. For purposes of
14 this subsection C, "exhaustion of local remedies" means:

15 1. The taxpayer has timely requested in writing a hearing before the ~~financial~~
16 ~~services manager~~ **finance director**, and the ~~financial services manager~~ **finance**
17 **director** has held such hearing and issued a final decision thereon. Such hearing
18 shall be informal, and no transcript, rules of evidence or filing of briefs shall be
19 required, but the taxpayer may elect to submit a brief, in which case the ~~financial~~
20 ~~services manager~~ **finance director** may submit a brief. The ~~financial services~~
21 ~~manager~~ **finance director** shall hold such hearing and issue the final decision
22 thereon within ninety (90) days after the ~~financial services manager~~ **finance**
23 **director**'s receipt of the taxpayer's written request therefor, except that the town
24 may extend such period if the delay in holding the hearing or issuing the decision
25 thereon was occasioned by the taxpayer, but, in any such event, the ~~financial~~
26 ~~services manager~~ **finance director** shall hold such hearing and issue the decision
27 thereon within one hundred eighty (180) days of the taxpayer's request in writing
28 therefor; or

29 2. The taxpayer has timely requested in writing a hearing before the ~~financial~~
30 ~~services manager~~ **finance director**, and the ~~financial services manager~~ **finance**
31 **director** has failed to hold such hearing or has failed to issue a final decision
32 thereon within the time periods prescribed in subsection C1 of this section.
33

34 D. If a taxpayer has exhausted his local remedies as provided in subsection C of
35 this section, then the taxpayer may request a state hearing on such deficiency
36 notice or claim for refund, and such request shall be made, and such hearing shall
37 be conducted in the same manner as set forth in section 29-2-106.1(3) through (7),
38 inclusive, Colorado Revised Statutes.
39

40 E. If the deficiency notice or claim for refund involves only the ~~financial services~~
41 ~~manager~~ **finance director**, then in lieu of requesting a state hearing, the taxpayer
42 may appeal such deficiency or denial of a claim for refund to the district court as
43 provided in section 29-2-106.1(8), Colorado Revised Statutes, if the taxpayer
44 complies with the procedures set forth in subsection C of this section.

1
2 F. No provision of this section shall prohibit the taxpayer from pursuing judicial
3 review of a final decision of the ~~financial services manager~~ **finance director**
4 otherwise provided in section 3-1-42 of this chapter.
5

6 Section 29. Section 3-1-45 of the Breckenridge Town Code is amended to read as
7 follows:
8

9 3-1-45: NOTICE OF SALES AND USE TAX ORDINANCE AMENDMENT:
10

11 A. In order to initiate a central register of sales and use tax ordinances for
12 municipalities that administer local sales tax collection, the ~~financial services~~
13 ~~manager~~ **finance director** of the town shall file with the Colorado municipal
14 league prior to the effective date of this section a copy of the town sales tax
15 ordinance reflecting all provisions in effect on the effective date of this section.
16

17 B. In order to keep current the central register of sales and use tax ordinances for
18 municipalities that administer local sales tax collection, the ~~financial services~~
19 ~~manager~~ **finance director** of the town shall file with the Colorado municipal
20 league prior to the effective date of any amendment a copy of each sales tax
21 ordinance amendment enacted by the town.
22

23 C. Failure of the town to file such ordinance or ordinance amendment pursuant to
24 this section shall not invalidate any provision of the sales and use tax ordinance or
25 any amendment thereto.
26

27 Section 30. Section 3-1-46B of the Breckenridge Town Code is amended to read as
28 follows:
29

30 B. To knowingly and wilfully swear to or verify any false tax return or other
31 statement filed with the ~~financial services manager~~ **finance director** as required
32 by this chapter;
33

34 Section 31. Section 3-7-4 of the Breckenridge Town Code is amended to read as follows:
35

36 3-7-4: EXCEPTION; TOWN ATTORNEY, TOWN EMPLOYEES AND
37 ENFORCEMENT PERSONNEL”
38

39 A. Nothing in section 3-7-1 of this chapter shall be construed to prohibit the
40 inspection of tax returns and related information by the town attorney, other legal
41 representatives, the ~~financial services manager~~ **finance director**, other employees
42 of the town with a need to know such information in connection with the
43 performance of their duties, or law enforcement personnel of the town.
44

1 B. Notwithstanding the provisions of this section, the ~~financial services manager~~
2 **finance director** may furnish to the taxing officials of the state of Colorado, its
3 political subdivisions, any other state, or political subdivision, or the United
4 States, any information contained in tax returns and related documents filed
5 pursuant to this title or in the report of an audit or investigation made with respect
6 to a return, if the recipient jurisdiction agrees with the manager to grant similar
7 privileges to the town and if such information is to be used by the jurisdiction
8 only for tax purposes.

9
10 Section 32. Section 3-9-5 of the Breckenridge Town Code is amended to read as follows:

11
12 3-9-5: RULES AND REGULATIONS:

13
14 The ~~financial services manager~~ **finance director** shall have the authority from
15 time to time to adopt, amend, alter and repeal administrative rules and regulations
16 as may be necessary for the proper administration of this chapter. Such
17 regulations shall be adopted in accordance with the procedures established by title
18 1, chapter 18 of this code.

19
20 Section 33. The definition of “financial services manager” in Section 3-10-2 of the
21 Breckenridge Town Code is amended to read as follows:

22
FINANCIAL SERVICES MANAGER ~~FINANCE DIRECTOR~~: The ~~financial services manager~~ **director of finance and information technology**
of the town, or such person’s authorized representative **designee**.

23
24 Section 34. Section 3-10-8 of the Breckenridge Town Code is amended to read as
25 follows:

26
27 3-10-8: REMITTANCE OF COLLECTED TAX:

28
29 A. Each ski area operator shall file a return each month with the ~~financial services~~
30 ~~manager~~ **finance director** on or before the twentieth day of each month for the
31 preceding month and remit to the ~~financial services manager~~ **finance director** all
32 tax collected by such ski area operator during the preceding month.

33
34 B. The ~~financial services manager~~ **finance director** may, upon request of the ski
35 area operator or other taxpayer, accept returns at such intervals as will, in the
36 opinion of the ~~financial services manager~~ **finance director**, better suit the
37 convenience of the ski area operator or other taxpayer and will not jeopardize the
38 collection of the tax, including an annual tax return. If any ski area operator or
39 other taxpayer who has been granted permission to file reports and pay tax on
40 other than a monthly basis shall become delinquent, then authorization for such

1 alternative method of reporting may be revoked by the ~~financial services manager~~
2 **finance director** or his or her authorized agent, and immediately following notice
3 of revocation, the ski area operator or other taxpayer will be required to file
4 reports and pay tax, interest, and penalties on a monthly basis for all unreported or
5 unpaid tax in the same manner required by law under conditions that would
6 prevail as if the ski area operator or other taxpayer had never been granted the
7 alternate method of reporting and paying the tax.
8

9 C. The tax return and tax remitted to the ~~financial services manager~~ **finance**
10 **director** shall be made in such manner and upon such forms as the ~~financial~~
11 ~~services manager~~ **finance director** may prescribe.
12

13 Section 35. Section 3-10-9A of the Breckenridge Town Code is amended to read as
14 follows:
15

16 A. Returns filed pursuant to this chapter shall be preserved for a period of three
17 (3) years from the date of filing with the ~~financial services manager~~ **finance**
18 **director**, after which time the ~~financial services manager~~ **finance director** may
19 order them destroyed.
20

21 Section 36. Section 3-10-10 of the Breckenridge Town Code is amended to read as
22 follows:
23

24 3-10-10: RECORDS AND ACCOUNTS TO BE KEPT:
25

26 Each ski area operator shall keep and preserve suitable records of all sales of
27 taxable lift tickets sold, and such other books or accounts as may be necessary to
28 determine the amount of tax for the collection or remittance of which the ski area
29 operator is liable and responsible hereunder. It is the duty of each ski area
30 operator to keep and preserve all such books, invoices, and other records for a
31 period of three (3) years following the date the taxes were due to the town. Such
32 items shall be open for investigation by the ~~financial services manager~~ **finance**
33 **director**. When a ski area operator fails or refuses to file a return the tax may be
34 assessed by the ~~financial services manager~~ **finance director** and collected without
35 regard to the statute of limitations.
36

37 Section 37. Section 3-10-13 of the Breckenridge Town Code is amended to read as
38 follows:
39

40 3-10-13: ADMINISTRATION BY ~~FINANCIAL SERVICES~~
41 **MANAGER FINANCE DIRECTOR**; RULES AND REGULATIONS:
42

43 The administration of all provisions of this chapter is vested in and shall be
44 exercised by the ~~financial services manager~~ **finance director**, who shall prescribe

1 forms and formulate and promulgate reasonable rules and regulations in
2 conformity with this chapter for the making of returns, the ascertainment,
3 assessment, and collection of taxes imposed, and the proper administration and
4 enforcement thereof.

5
6 Section 38. The following definitions in Section 4-1-2 of the Breckenridge Town Code
7 are amended to read as follows:
8

ADMINISTRATIVE LICENSE: A license issued by the ~~financial services manager~~ **finance director** pursuant to section 4-1-8-2 of this chapter.

~~FINANCIAL SERVICES MANAGER~~ **FINANCE DIRECTOR**: The ~~financial services manager~~ **director of finance and information technology** of the town, or such person's designee.

LICENSE: A license issued by the ~~financial services manager~~ **finance director** pursuant to this chapter.

LICENSED PREMISES: A premises for which a license has been issued by the ~~financial services manager~~ **finance director** pursuant to this chapter.

LICENSEE: A person to whom a license has been issued by the ~~financial services manager~~ **finance director** pursuant to this chapter.

9
10 Section 39. Section 4-1-5A of the Breckenridge Town Code is amended to read as
11 follows:
12

13 4-1-5: ISSUANCE OF LICENSE:
14

15 A. The ~~financial services manager~~ **finance director** shall issue a license under this
16 chapter upon presentation of a completed application therefor and payment of the
17 fee required by section 4-1-4 of this chapter.

18 1. The ~~financial services manager~~ **finance director** shall issue a license for a
19 single-family accommodation unit under this chapter only to the owner of such
20 single-family accommodation unit.
21

22 Section 40. Section 4-1-7 of the Breckenridge Town Code is amended to read as follows:

1
2 4-1-7: DENIAL OF LICENSE:
3

4 A. An application for the initial issuance or renewal of an annual business license
5 shall be denied by the ~~financial services manager~~ **finance director**:

- 6 1. If the business for which the license is sought is an unlawful business;
7 2. If the applicant is not qualified to engage in such business under applicable
8 federal, state or local law; or
9 3. If the applicant or, in the event of an applicant which is other than a natural
10 person, if any principal of the applicants, owes to the town any unpaid and
11 delinquent tax of any kind. As used in this subsection, the term “principal” means:
12 a) as to a corporation, any officer, director, or shareholder owning fifty percent
13 (50%) or more of the issued and outstanding capital stock of the corporation, b) as
14 to any general partnership, any partner, c) as to any limited partnership, any
15 general partner, and d) as to any limited liability company, any manager or
16 member owning more than fifty percent (50%) interest in the entity. The term
17 “delinquent” means the nonpayment of any tax obligation owned to the town
18 within sixty (60) days of the date such obligation is due.
19

20 B. Before denying an application the ~~financial services manager~~ **finance**
21 **director** shall cause a hearing to be held using the general procedures provided for
22 the revocation of a license in section 4-1-10-1 of this chapter. In the event an
23 application is denied, the ~~financial services manager~~ **finance director** shall deliver
24 to the applicant a written order of denial stating the reason for denial, together
25 with a refund of the license fee submitted with the application.
26

27 Section 41. Section 4-1-8-1 of the Breckenridge Town Code is amended to read as
28 follows:
29

30 4-1-8-1: SPECIAL CONDITIONS OF LICENSE; SINGLE-FAMILY
31 ACCOMMODATION UNITS:
32

33 A. Special Conditions: In addition to the other requirements of this chapter, the
34 owner of a single-family accommodation unit licensed pursuant to this chapter
35 shall, as a condition of such license, be subject to the following requirements:
36 1. The motor vehicles of all occupants of the single-family accommodation unit
37 shall be parked only on the site of the single-family accommodation unit, or in a
38 town designated parking area located off of the site of the single-family
39 accommodation unit. No motor vehicles shall be parked on the lawn or
40 landscaped areas of a single-family accommodation unit, or in the public street or
41 right of way adjacent to the single-family accommodation unit. No person shall be
42 permitted to stay overnight in any motor vehicle which is parked at a single-
43 family accommodation unit. Further, all motor vehicles parked at a single-family

1 accommodation unit shall comply with the requirements and be subject to the
2 limitations of section 9-3-11 of this code.

3 2. No privately owned, nongovernmental vehicle with a passenger capacity of
4 sixteen (16) persons or more shall be used to transport persons to or from a single-
5 family accommodation unit, or parked upon the premises of a single-family
6 accommodation unit.

7 3. The storage and disposal of all trash and garbage from a single-family
8 accommodation unit shall comply with the requirements of title 5, chapter 2 of
9 this code.

10 4. While occupying a single-family accommodation unit, no person shall: a)
11 make, cause or control unreasonable noise upon the single-family accommodation
12 unit which is audible upon a private premises that such occupant has no right to
13 occupy in violation of subsection 6-3C-1A2 of this code, or b) violate title 5,
14 chapter 8 of this code.

15 5. No single-family accommodation unit shall be operated in such a manner as to
16 constitute a nuisance pursuant to title 5, chapter 1 of this code.

17 6. The licensee shall provide to the ~~financial services manager~~ **finance**
18 **director** the name, address and telephone number of any current management
19 company, rental agency or other person employed or engaged by the licensee to
20 manage, rent or supervise the single-family accommodation unit. It shall be the
21 duty of the licensee to update such information throughout the term of the license
22 so that the ~~financial services manager~~ **finance director** always has the correct and
23 current information.

24 7. At the time of the issuance of the license the licensee shall provide to the
25 ~~financial services manager~~ **finance director** the name, address and telephone
26 number of a local contact person who is authorized by the licensee to receive
27 communications from the town concerning the single-family accommodation unit.
28 The local contact person may be a management company, rental agent or other
29 person employed or engaged by the licensee to manage, rent or supervise the
30 single-family accommodation unit. The local contact person shall maintain a
31 residence or permanent place of business within the town. The designated local
32 contact person may be changed by the licensee from time to time throughout the
33 term of the license. To effect such change, the licensee shall notify ~~financial~~
34 ~~services manager~~ **finance director** of the change in writing and shall, at the same
35 time, provide the ~~financial services manager~~ **finance director** with the name,
36 address and telephone number of the licensee's replacement contact person. Any
37 replacement contact person shall meet the requirements of this subsection A7.

38

39 B. Owner Liable: Compliance with the special conditions set forth in subsection
40 A of this section shall be the nondelegable responsibility of the owner of a single-
41 family accommodation unit; and each owner of a single-family accommodation
42 unit shall be strictly liable for complying with the conditions set forth in
43 subsection A of this section.

44

1 C. Licensee To Receive Special Conditions: At the time of the issuance of a
2 license, the ~~financial services manager~~ **finance director** shall provide the licensee
3 with a copy of the special conditions set forth in subsection A of this section.
4

5 D. Licensee To Post License And Special Conditions: The licensee shall post a
6 copy of the license and the special conditions set forth in subsection A of this
7 section in a conspicuous location in the single-family accommodation unit. The
8 license and the special conditions shall remain continuously posted in the single-
9 family accommodation unit throughout the term of the license.
10

11 E. Licensee To Provide Management Company With Special Conditions: The
12 licensee shall provide any management company, rental agency or other person
13 employed or engaged by the licensee to manage, rent or supervise the single-
14 family accommodation unit with a copy of the special conditions set forth in
15 subsection A of this section.
16

17 F. Revocation Or Suspension Of License: The failure of the licensee of a single-
18 family accommodation unit to comply with the special conditions set forth in
19 subsection A of this section shall constitute grounds for the suspension or
20 revocation of the license. Any action to suspend or revoke the license shall be
21 conducted by the ~~financial services manager~~ **finance director** in accordance with
22 section 4-1-10-1 of this chapter.
23

24 Before an action is commenced to suspend or revoke a license for a single-family
25 accommodation unit, the ~~financial services manager~~ **finance director** shall first
26 provide the licensee with a written warning that an apparent violation of the
27 special conditions of subsection A of this section has occurred, and the licensee
28 shall be given a reasonable opportunity to cure such apparent violation. A copy of
29 such warning notice shall also be sent to any management company, rental agency
30 or other person employed or engaged by the licensee to manage, rent or supervise
31 the licensed premises who has been properly identified by the licensee pursuant to
32 subsection A6 of this section and to the local contact person identified by the
33 licensee pursuant to subsection A7 of this section. Not more than one written
34 warning shall be required to be sent during the term of each license.
35

36 Section 42. Section 4-1-8-2 of the Breckenridge Town Code is amended to read as
37 follows:
38

39 4-1-8-2: ADMINISTRATIVE LICENSE:
40

41 The ~~financial services manager~~ **finance director** may issue an administrative
42 business and occupational license to an applicant if doing so would be in the best
43 interest of the town because either: a) the town is the applicants only customer
44 within the town limits; or b) the only location within the town limits at which the

1 applicant does business is a town owned facility. All provisions of this chapter
2 shall apply to an administrative business and occupational license issued pursuant
3 to this chapter unless the ~~financial services manager~~ **finance director** determines
4 otherwise; provided, however, there shall be no license fee required in connection
5 with such license. The ~~financial services manager~~ **finance director** may issue
6 administrative regulations governing administrative business and occupational
7 licenses issued pursuant to this section.
8

9 Section 43. Section 4-1-10 of the Breckenridge Town Code is amended to read as
10 follows:

11
12 4-1-10: ADMINISTRATION AND ENFORCEMENT:

13
14 A. Administration: The administration of the annual business licenses required by
15 this chapter shall be vested in the ~~financial services manager~~ **finance director** who
16 is authorized to do the following:

- 17 1. Collect license fees;
- 18 2. Adopt all forms and prescribe the information to be given therein;
- 19 3. Promulgate and enforce all reasonable rules and regulations necessary to the
20 operations and enforcement of this chapter. Such administrative rules and
21 regulations shall be adopted in accordance with the procedures established by title
22 1, chapter 18 of this code;
- 23 4. Investigate and determine the eligibility of each applicant for an annual
24 business license;
- 25 5. Investigate, determine and order the revocation or suspension of an annual
26 business license for violation by the licensee of a provision of this chapter;
- 27 6. Examine at any time those records of each licensee which the ~~financial services~~
28 ~~manager~~ **finance director** determines are necessary to verify license requirements
29 provided the contents of such records shall remain confidential and not a part of
30 the public records.

31
32 B. Enforcement: The town may seek an injunction pursuant to section 1-8-10 of
33 this code, or other applicable law, to restrain a person from engaging in business
34 on premises within the town who has not obtained an annual business license
35 under this chapter or whose license is revoked or suspended, and this remedy shall
36 be in addition to all other remedies prescribed in this chapter by law.

37
38 C. Presumption Of Continued Use: With respect to a license issued under this
39 chapter to the owner of an accommodation unit, ~~financial services manager~~
40 **finance director** shall be entitled to presume that such unit will continue to be
41 rented as an accommodation unit in the next license year, thereby obligating such
42 person to obtain a license for such unit under this chapter, until such time as the
43 owner of such unit submits information to the ~~financial services manager~~ **finance**

1 director, under oath, which demonstrates that such unit will not be rented as an
2 accommodation unit.

3
4 D. Obligation To Provide Information: It shall be unlawful for any owner of real
5 property within the town to fail or refuse to provide to the ~~financial services~~
6 ~~manager~~ finance director upon request information sufficient to permit the
7 ~~financial services manager~~ finance director to determine if such person is
8 required to obtain a license pursuant to this chapter. Any person convicted of
9 violating the provisions of this subsection shall be punished as provided in
10 subsection 4-1-11B of this chapter.

11
12 Section 44. Section 4-1-10-1 of the Breckenridge Town Code is amended to read as
13 follows:

14
15 4-1-10-1: SUSPENSION OR REVOCATION OF LICENSES; PAYMENT OF FINE IN
16 LIEU OF SUSPENSION:

17
18 A. A license issued pursuant to this chapter may be revoked by the ~~financial~~
19 ~~services manager~~ finance director after hearing for the following reasons:
20 1. Fraud, misrepresentation or a false statement of material fact contained in the
21 license application;
22 2. Any violation of the provisions of this chapter; or
23 3. As to any person required to have a town sales tax license pursuant to title 3,
24 chapter 1 of this code, proof that such license has been revoked by the ~~financial~~
25 ~~services manager~~ finance director in accordance with section 3-1-26 of this code.

26
27 In connection with the suspension of a license, the ~~financial services manager~~
28 finance director may impose reasonable conditions.

29
30 B. Notice of a hearing to be held pursuant to this chapter shall be given by the
31 ~~financial services manager~~ finance director in writing to the licensee at the
32 address shown on the license application, the management company, rental
33 agency or other person employed or engaged by the licensee to manage, rent or
34 supervise the licensed premises who has been properly identified by the licensee
35 pursuant to subsection 4-1-8-1A6 of this chapter, and to the local contact person
36 identified by the licensee pursuant to subsection 4-1-8-1A7 of this chapter. Such
37 notice shall set forth the grounds for the hearing, and the time and place of the
38 hearing. Such notice shall be mailed to the licensee, the management company,
39 rental agency or other person employed or engaged by the licensee to manage,
40 rent or supervise the licensed premises who has been properly identified by the
41 licensee pursuant to subsection 4-1-8-1A6 of this chapter, and to the local contact
42 person identified by the licensee pursuant to subsection 4-1-8-1A7 of this chapter,
43 postage prepaid, at least twenty (20) days prior to the date set for the hearing. At

1 the hearing the licensee may appear with or without counsel and present such
 2 evidence as may be relevant.

3
 4 C. In deciding whether a license should be suspended or revoked in accordance
 5 with this section, and in deciding what conditions to impose in the event of a
 6 suspension, if any, the ~~financial services manager~~ **finance director** shall consider:
 7 1) the nature and seriousness of the violation; 2) corrective action, if any, taken by
 8 the licensee; 3) prior violation(s), if any, at the licensed premises by the licensee
 9 and the effectiveness of prior corrective action, if any; 4) the likelihood of
 10 recurrence; 5) all circumstances surrounding the violation; 6) whether the
 11 violation was wilful; 7) the length of time the license has been held by the
 12 licensee; 8) the number of violations by the licensee within the applicable twelve
 13 (12) month period; 9) previous sanctions, if any, imposed against the licensee; and
 14 10) other factors making the situation with respect to the licensee or the licensed
 15 premises unique.

16
 17 D. If the ~~financial services manager~~ **finance director** determines after a hearing
 18 that cause exists for the imposition of a sanction against a licensee of a single-
 19 family accommodation unit pursuant to section 4-1-8-1 of this chapter, the
 20 ~~financial services manager~~ **finance director** shall impose the following sanction
 21 against the licensee:

First violation within 12 months:		Suspension of license for 30 days. Licensee may pay administrative fine of \$200.00 within 3 days of entry of suspension order in lieu of serving suspension.
Second violation within 12 months:		Suspension of license for 60 days. Licensee may pay administrative fine of \$500.00 within 3 days of entry of suspension order in lieu of serving suspension.
Third violation within 12 months:		Suspension of license for 90 days. Licensee may pay administrative fine of \$999.00 within 3 days of entry of suspension order in lieu of serving suspension.
Fourth and each subsequent violation within 12 months:		Suspension for such period of time as financial services manager finance director may determine, not to exceed 1 year, or revocation of license. In determining what sanction to impose, the financial services manager finance director shall consider the factors set forth in subsection C of this section. For a fourth and each subsequent violation occurring within a 12 month period, no administrative fine may be accepted by the financial services manager finance director in lieu of the licensee serving a suspension or revocation.

1
2 E. If a license is suspended by the ~~financial services manager~~ **finance director**,
3 upon the timely payment of the optional administrative fine as set forth above, the
4 suspension order shall be deemed to have been satisfied. If a licensee shall elect
5 not to pay the optional administrative fine as set forth above, the order of
6 suspension shall become effective immediately, and no business shall be
7 conducted by the licensee at the licensed premises during the period of
8 suspension.
9

10 F. If the ~~financial services manager~~ **finance director** suspends or revokes a
11 business and occupational tax license, the aggrieved licensee may appeal said
12 suspension or revocation to the town council by filing a letter of appeal with the
13 town manager within twenty (20) days after the date of mailing of the ~~financial~~
14 ~~services manager~~ **finance director**'s order of suspension or revocation. The
15 ~~financial services manager~~ **finance director**'s suspension or revocation of the
16 license shall be stayed until the appeal has been determined by the town council.
17 The town council shall conduct a de novo hearing on the appeal at a regular or
18 special town council meeting held within thirty (30) days of date of the filing of
19 the letter of appeal, unless the licensee agrees to a longer time. Notice of the de
20 novo hearing shall be given to the licensee by the ~~financial services manager~~
21 **finance director** at least twenty (20) days before the hearing. The burden of proof
22 in the appeal shall be on the town. At the appeal, the licensee may appear with or
23 without counsel and present such evidence as may be relevant. The strict rules of
24 evidence shall not apply to the de novo hearing. If the town council finds by a
25 preponderance of the evidence that grounds for suspension or revocation of the
26 license exist as specified in this chapter, the town council may order the license
27 suspended or revoked; provided, however, that if the license is for a single-family
28 accommodation unit, the town council shall adhere to the provisions of subsection
29 D of this section. If the town council finds by a preponderance of the evidence
30 that no grounds exist for the suspension or revocation of the license, the appeal
31 shall be sustained, and the ~~financial services manager~~ **finance director**'s order of
32 suspension or revocation shall be set aside. The town council's decision shall be
33 final, subject to the right of the licensee to contest the matter in an appropriate
34 court action commenced under rule 106(a)(4) of the Colorado rules of civil
35 procedure. For purposes of determining the time limit for the commencement of
36 an action under rule 106(a)(4) of the Colorado rules of civil procedure, the town
37 council's decision shall be deemed to be final upon the council's issuance of a
38 written order of suspension or revocation of a license.
39

40 G. A person whose license has been revoked under this section may not apply for
41 a new license for the same premises a period of one year from the date the
42 revocation took effect.
43

1 H. No portion of a license fee previously paid by a licensee shall be refunded if
2 such license is suspended or revoked.

3
4 Section 45. Section 4-3-1(A) of the Breckenridge Town Code is amended to read as
5 follows:

6
7 A. A completed application for an optional premises license or optional premises
8 for a hotel and restaurant license on forms to be provided by the town clerk
9 together with an application fee in the amount required by law shall be submitted
10 to the town clerk no later than thirty (30) days prior to the date for consideration
11 by the liquor and marijuana licensing authority.

12
13 Section 46. The definition of “Liquor Licensing Authority” in Section 4-4-1 of the
14 Breckenridge Town Code is amended to read as follows:

15
LIQUOR AND MARIJUANA
LICENSING AUTHORITY:

The town of Breckenridge liquor and
marijuana licensing authority created
pursuant to title 2, chapter 5 of this
code.

16
17 Section 47. Section 4-4-2 of the Breckenridge Town Code is amended to read as follows:

18
19 4-4-2: SUSPENSION OR REVOCATION; FINE:

20
21 A. Whenever a decision of the liquor and marijuana licensing authority,
22 suspending a license or permit becomes final, whether by failure of the licensee to
23 appeal the decision or by exhaustion of all appeals and judicial review, the
24 licensee may, before the operative date of the suspension, petition the liquor and
25 marijuana licensing authority for permission to pay a fine in lieu of the license
26 or permit suspension for all or part of the suspension period. Upon the receipt of
27 the petition, the liquor and marijuana licensing authority may, in its sole
28 discretion, stay the proposed suspension and cause any investigation to be made
29 that it deems desirable and may, in its sole discretion, grant the petition if it is
30 satisfied that:

31
32 1. Public welfare and morals would not be impaired by permitting the licensee to
33 operate during the period set for suspension and that the payment of the fine will
34 achieve the desired disciplinary purposes;

35
36 2. The books and records of the licensee are kept in such a manner that the loss of
37 sales of alcoholic beverages which the licensee would have suffered had the
38 suspension gone into effect can be determined with reasonable accuracy.
39

1 B. The fine accepted shall be equivalent to twenty percent (20%) of the retail
2 licensee's estimated gross revenues from sales of alcoholic beverages during the
3 period of the proposed suspension; except that the fine shall be not less than two
4 hundred dollars (\$200.00) nor more than five thousand dollars (\$5,000.00).

5
6 C. Payment of any fine pursuant to the provisions of this section shall be in the
7 form of cash, certified check or cashier's check made payable to the town clerk
8 and shall be deposited in the general fund of the town.

9
10 D. Upon payment of the fine pursuant to this section, the liquor **and marijuana**
11 licensing authority shall enter its further order permanently staying the imposition
12 of the suspension.

13
14 E. In connection with any petition pursuant to this section, the authority of the
15 liquor **and marijuana** licensing authority is limited to the granting of such stays
16 as are necessary for it to complete its investigation and make its findings and, if it
17 makes such findings, to the granting of an order permanently staying the
18 imposition of the entire suspension or that portion of the suspension not otherwise
19 conditionally stayed.

20
21 F. If the liquor **and marijuana** licensing authority does not make the findings
22 required in subsection A of this section and does not order the suspension
23 permanently stayed, the suspension shall go into effect on the operative date
24 finally set by the liquor **and marijuana** licensing authority.

25
26 Section 48. The definition of "Liquor Licensing Authority" in Section 4-5-2 of the
27 Breckenridge Town Code is amended to read as follows:

28
29 LIQUOR **AND MARIJUANA**
LICENSING AUTHORITY:

The town of Breckenridge liquor **and**
marijuana licensing authority created
pursuant to title 2, chapter 5 of this
code.

30 Section 49. Section 4-5-8 of the Breckenridge Town Code is amended to read as follows:

31
32 4-5-8: DURATION OF TEMPORARY PERMIT:

33
34 A temporary permit issued pursuant to this chapter shall be valid only until such
35 time as the application for the license to the applicant is granted or denied for one
36 hundred twenty (120) days, whichever shall first occur; except that if the
37 application to transfer the license has not been granted or denied within the one
38 hundred twenty (120) day period and the applicant demonstrates good cause, the
39 liquor **and marijuana** licensing authority may, in its discretion, extend the
40 validity of said permit for an additional period not to exceed sixty (60) days.

1
2 Section 50. Section 4-5-10 of the Breckenridge Town Code is amended to read as
3 follows:

4
5 4-5-10: CANCELLATION, REVOCATION, OR SUMMARY SUSPENSION
6 OF TEMPORARY PERMIT:

7
8 A temporary permit may be canceled, revoked or summarily suspended by the
9 liquor and marijuana licensing authority if it determines that there is probable
10 cause to believe that the applicant has violated any provision of the Colorado beer
11 code¹ or the Colorado liquor code², whichever statutes govern the license of the
12 licensed premises, or any rule or regulation adopted by the department of revenue
13 pursuant thereto, or any town ordinance governing the operation of licensed
14 premises, or if the applicant has failed to truthfully disclose those matters required
15 pursuant to the application forms required by the department of revenue or the
16 town.

17
18 ¹Article 46 of title 12, C.R.S.

19 ²Article 47 of title 12, C.R.S.

20
21 Section 51. The definition of “Liquor Licensing Authority” in Section 4-10-2 of the
22 Breckenridge Town Code is amended to read as follows:

23 LIQUOR AND MARIJUANA
 LICENSING AUTHORITY:

 The town of Breckenridge liquor and
marijuana licensing authority created
pursuant to title 2, chapter 5 of this
code.

24
25 Section 52. Section 4-10-4 of the Breckenridge Town Code is amended to read as
26 follows:

27
28 4-10-4: APPLICATION:

29
30 A retail liquor store or liquor licensed drugstore licensee who wishes to conduct
31 tastings shall submit an application to the liquor and marijuana licensing
32 authority on forms supplied by the liquor and marijuana licensing authority.
33 Such application shall be accompanied by a nonrefundable annual fee of twenty
34 five dollars (\$25.00).

35
36 Section 53. Section 4-13-11(A) of the Breckenridge Town Code is amended to read as
37 follows:

38
39 A. A permit issued under this chapter is not a special events liquor license. If
40 alcoholic beverages are to be served at the special event, the permittee must

1 obtain the required permit or approval from the town clerk or the town of
2 Breckenridge liquor and marijuana licensing authority.

3
4 Section 54. Section 4-14-16D of the Breckenridge Town Code is amended to read as
5 follows:

6
7 D. The ~~financial services manager~~finance director; and

8
9 Section 55. The definition of “Financial Services Manager” in Section 5-12-6 of the
10 Breckenridge Town Code is amended to read as follows:

11
~~FINANCIAL SERVICES~~ The ~~financial services manager~~director
~~MANAGER~~FINANCE DIRECTOR: of finance and information
technologyof the town, or such person’s
designee.

12
13 Section 56. Section 5-12-9E and 5-12-9F of the Breckenridge Town Code are amended to
14 read as follows:

15
16 E. Every retail store providing disposable bags subject to the disposable bag fee
17 shall be liable and responsible for the payment of the amount outlined in
18 subsection D of this section to the town, and shall file a report each month on
19 forms prescribed by the ~~financial services manager~~finance directorbefore the
20 twentieth day of each month for the preceding month.

21 1. All sums of money collected by retail stores for the disposable bag fee imposed
22 by this chapter minus the “retained percent” are intended exclusively for use as
23 outlined in subsection G of this section. Each retail store required to collect and
24 remit the disposable bag fee shall hold such monies in trust until paying them to
25 the town.

26
27 F. The disposable bag fee shall be administered by the ~~financial services~~
28 ~~manager~~finance director. The ~~financial services manager~~finance director is
29 authorized to adopt administrative rules pursuant to title 1, chapter 18 of this code
30 to implement this chapter, prescribe forms and provide methods of payment and
31 collection, and otherwise implement requirements of this chapter.

32
33 Section 57. Section 5-12-12 of the Breckenridge Town Code is amended to read as
34 follows:

35
36 5-12-12: AUDITS AND COLLECTION OF THE DISPOSABLE BAG FEE:

37
38 A. Each retail store shall maintain accurate and complete records of the
39 disposable bag fees collected, the number of disposable bags provided to
40 customers, the form and recipients of any notice required pursuant to this chapter,

1 and any underlying records, including any books, accounts, invoices, or other
2 records necessary to verify the accuracy and completeness of such records. It shall
3 be the duty of each retail store to keep and preserve all such documents and
4 records, including any electronic information, for a period of three (3) years from
5 the end of the calendar year of such records.
6

7 B. If requested, each retail store shall make its records available for audit by the
8 ~~financial services manager~~ **finance director** during regular business hours for the
9 town to verify compliance with the provisions of this chapter. All such
10 information shall be treated as confidential commercial documents.
11

12 C. If any person fails, neglects, or refuses to collect or pay the disposable bag fee,
13 or underpays the disposable bag fee, ~~financial services manager~~ **finance**
14 **director** shall make an estimate of the fees due, based on available information,
15 and shall add thereto penalties, interest, and any additions to the fees. ~~financial~~
16 ~~services manager~~ **finance director** shall serve upon the delinquent retail store
17 personally, by electronic mail or by first class mail directed to the last address of
18 the retail store on file with the town, written notice of such estimated fees,
19 penalties, and interest, constituting a notice of final determination, assessment,
20 and demand for payment (also referred to as “notice of final determination”) due
21 and payable within thirty (30) calendar days after the date of the notice. The retail
22 store may request a hearing on the assessment as provided in section 5-12-13 of
23 this chapter.
24

25 D. If payment of any amount of the disposable bag fee due to the town is not
26 received on or before the applicable due date, penalty and interest charges shall be
27 added to the amount due in the amount of:

- 28 1. A penalty of ten percent (10%) of total due;
 - 29 2. Interest charge of one percent (1%) of total penalty per month.
- 30

31 Section 58. Section 5-12-13 of the Breckenridge Town Code is amended to read as
32 follows:
33

34 5-12-13: HEARINGS:
35

36 A. A retail store may request a hearing on any proposed fee imposed under this
37 chapter after receiving a notice of final determination, by filing a written request
38 for hearing within thirty (30) calendar days of the date of mailing of the notice of
39 final determination. The request for hearing shall set forth the reasons for and
40 amount of changes in the notice of final determination that the retail store seeks
41 and such other information as the ~~financial services manager~~ **finance**
42 **director** may prescribe.
43

1 B. The ~~financial services manager~~ **finance director** shall conduct the hearing
2 under the procedures prescribed by title 1, chapter 19 of this code, except that the
3 ~~financial services manager~~ **finance director** shall notify the retail store in writing
4 of the time and place of the hearing at least ten (10) days before it is scheduled,
5 unless the retail store agrees to a shorter time. The hearing shall be held within
6 sixty (60) days of the date of receipt of the request for a hearing, unless the retail
7 store agrees to a later date.
8

9 Section 59. Except as specifically amended by this ordinance, the
10 Breckenridge Town Code, and the various secondary codes adopted by reference therein, shall
11 continue in full force and effect.
12

13 Section 60. Any additional references to the “Town of Breckenridge Authority”
14 contained in the Breckenridge Town Code after the adoption of this ordinance shall be
15 administratively changed by the Town Clerk to read the “Town of Breckenridge Liquor and
16 Marijuana Licensing Authority” pursuant to her editorial powers described in Section 1-1-4 of
17 the Breckenridge Town Code.
18

19 Section 61. Any additional references to the “Financial Services Manager” contained in
20 the Breckenridge Town Code after the adoption of this ordinance shall be administratively
21 changed by the Town Clerk to read the “Finance Director” pursuant to her editorial powers
22 described in Section 1-1-4 of the Breckenridge Town Code.
23

24 Section 62. The Town Council finds, determines, and declares that it has the power to
25 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX
26 of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.
27

28 Section 63. This ordinance shall be published and become effective as provided by
29 Section 5.9 of the Breckenridge Town Charter.
30

31 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
32 PUBLISHED IN FULL this ____ day of _____, 2017. A Public Hearing shall be held at the
33 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
34 _____, 2017, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
35 Town.
36

37 TOWN OF BRECKENRIDGE, a Colorado
38 municipal corporation
39

40
41
42 By: _____
43 Eric S. Mamula, Mayor
44

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58

ATTEST:

Helen Cospolich, CMC,
Town Clerk

To: Breckenridge Town Council
Cc: Rick Holman – Town Manager
From: James Phelps – Interim Director Public Works
Subject: Solid Waste Collection and Disposal Ordinance – First Reading
Date: 01/18/17 (For Jan. 24th – TC Work Session)

The purpose of this memo and attachments are to provide Town Council with additional information for the Solid Waste Collection and Disposal Ordinance. The ordinance identifies the Summit County Resource Allocation Park (SCRAP) as an important public resource and further designates the SCRAP as Summit County’s exclusive solid waste disposal site, including recycling materials. The ordinance will ensure all collected solid waste materials go to the SCRAP for processing and revenue collection. This will support ongoing SCRAP operations and will ensure that the collection of solid waste materials from Breckenridge be accounted for as part of Summit County’s integrated and comprehensive solid waste management program.

Please see attached letter from Summit County that addresses previously discussed questions.

Staff will be present to answer any questions that Town Council may have.



OFFICE OF THE COUNTY MANAGER

970.453.3438 ph | 970.453.3535 f
www.SummitCountyCO.gov

208 East Lincoln Ave. | PO Box 68
Breckenridge, CO 80424

January 17, 2017

Mr. Rick Holman, Town Manager
Town of Breckenridge
PO Box 168
1 Ski Hill Road
Breckenridge, CO 80424

Dear Mr. Holman,

It has come to our attention that, as the Town of Breckenridge has considered the Disposal Site Designation and Hauler Licensing Ordinance (the Ordinance), questions have arisen regarding the hours of operation and fees charged at the Summit County Resource Allocation Park (SCRAP). We hope to address those questions with this letter.

Over the past two months, Summit County staff has had many discussions and meetings with the solid waste haulers operating in our area in order to understand any potential impacts of adopting the Ordinance and to collaborate with the haulers on mitigating those impacts. The primary concern raised was that, under the current operating hours at SCRAP, the Ordinance could impact their ability to efficiently conduct waste collections within Summit County. And we learned that the most desirable operating hours vary from hauler to hauler.

Haulers serving primarily the residential market prefer operating hours that extend into the early evening. These haulers typically begin collections at 8 a.m. or later and continue through the normal business day. This is in response to residential customers' preference for placing waste containers outside for collection comparatively later in the morning. On the other hand, haulers serving the commercial market expressed that they prefer to begin collections in the early morning hours, as early as 4 a.m., in order to avoid conflicts with traffic and commercial deliveries. For these haulers, it is preferable for SCRAP to begin receiving waste earlier in the day. We also heard that holiday closures at SCRAP, particularly when a holiday is adjacent to a weekend, create particular difficulties for the haulers.

SCRAP is currently open Monday through Friday from 7 a.m. to 4 p.m., and from 7 a.m. to 12 noon on Saturday. Through careful analysis, we have determined that by staggering staff shifts and work days, we can keep SCRAP open for operations from 6 a.m. to 6 p.m. Monday through Saturday, with staff that are already allocated. The increase in operating hours would require that we fill two vacant operator positions immediately. These two positions have gone unfilled because of the current SCRAP revenue challenges resulting from out-of-county waste disposal.

We have considered operating on Sundays as well, but historic data for waste received on Saturdays and discussions with haulers indicate we would receive only a minimal volume of waste on Sundays, and the additional operational costs would not be recovered. We are committed to continuing our discussions with solid waste haulers and will routinely review operating hours, including the viability and necessity of Sunday operations.

Additionally, the Ordinance will allow and the County's intent is for haulers to dispose of solid waste at other

facilities outside of Summit County on any regular operating day on which SCRAP is closed due to a holiday or inclement weather. We believe that these hours and provisions best meet the various needs of the solid waste haulers operating within our communities and best allow them to service a very busy resort-based economy.

Another significant discussion topic with haulers has been the fee schedule at SCRAP; the fees of greatest interest to solid waste haulers are those charged for disposing of municipal solid waste (MSW, i.e., waste compacted in typical "trash" trucks) and construction and demolition waste (C&D, i.e., non-compacted waste collected in roll-off containers). Currently, our MSW fee is \$60 per ton, and the C&D fee is \$78 per ton. These fees were last increased in 2010, despite continued growth in operating costs and expansion of services since that time. With adoption of the Ordinance and the increased stability and certainty the Ordinance will bring to the SCRAP revenue stream, we intend to reduce fees to \$58 per ton for MSW and \$72 per ton for C&D. Following passage of the Ordinance, we will closely monitor and analyze the policy's impact on SCRAP revenues, and we will continue to re-evaluate our fees with an eye toward additional prudent reductions whenever possible.

County staff is recommending that the Board of County Commissioners adopt both the changes in operating hours and fees described above with the implementation of the Ordinance. We anticipate these changes to coincide with the Ordinance compliance date of April 1, 2017.

I hope this letter addresses the questions and comments you have regarding the Ordinance. For further background, I have attached a memorandum presented to the Board of County Commissioners that outlines the purpose and need for the proposed Ordinance. We believe this will be useful to your Council in considering your own adoption of the Ordinance. Should you have any additional questions, please do not hesitate to contact me.

Sincerely,



Scott Vargo, County Manager

Encl.

1 **FOR WORKSESSION/FIRST READING – JAN. 24**

2
3 COUNCIL BILL NO. ____

4
5 Series 2017

6
7 AN ORDINANCE AMENDING TITLE 4 OF THE BRECKENRIDGE TOWN CODE
8 BY ADOPTING A NEW CHAPTER 16, TO BE ENTITLED “SOLID WASTE COLLECTION
9 AND DISPOSAL;” DESIGNATING THE SUMMIT COUNTY RESOURCE ALLOCATION
10 PARK (SCRAP) AS THE EXCLUSIVE SOLID WASTE DISPOSAL SITE FOR ALL SOLID
11 WASTE GENERATED WITHIN THE TOWN; REQUIRING EACH SOLID WASTE HAULER
12 OPERATING WITHIN THE TOWN TO OBTAIN AN ANNUAL LICENSE; AND
13 PROVIDING DETAILS OF THE TOWN’S PROGRAM FOR THE LICENSING OF SOLID
14 WASTE HAULERS

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

18
19 Section 1. Title 4 of the Breckenridge Town Code is amended by the addition of a new
20 Chapter 16, to be entitled “Solid Waste Collection and Disposal,” which shall read in its entirety as
21 follows:

22
23 CHAPTER 16

24
25 SOLID WASTE COLLECTION AND DISPOSAL

26
27 SECTION:

- 28
29 4-16-1: Short Title
30 4-16-2: Authority
31 4-16-3: Findings
32 4-16-4: Intent
33 4-16-5: Definitions
34 4-16-6: License Required; Exemptions
35 4-16-7: Licensing Process
36 4-16-8: Duties of Licensee
37 4-16-9: Renewal of License
38 4-16-10: Suspension or Revocation of License
39 4-16-11: Review of Decisions
40 4-16-12: Designated Disposal Site
41 4-16-13: Penalties; Injunctive Relief
42 4-16-14: No Town Liability
43

2017 SOLID WASTE COLLECTION AND DISPOSAL ORDINANCE

1 4-16-1: SHORT TITLE: This Chapter shall be known and may be cited as the “2017 Town Of
2 Breckenridge Solid Waste Collection and Disposal Ordinance.”
3

4 4-16-2: AUTHORITY: The Town Council finds, determines, and declares that it has the power to
5 adopt this Chapter pursuant to:
6

- 7 A. Section 31-15-103, C.R.S. (concerning municipal police powers).
- 8 B. Section 31-15-401(1)(a), C.R.S. (concerning the power to pass and enforce all
9 necessary police ordinances).
- 10 C. Section 31-15-401(1)(b), C.R.S. (concerning the promotion of health or the
11 suppression of disease).
- 12 D. Section 31-15-401(1)(c), C.R.S. (concerning the power to declare what is a
13 nuisance and to abate the same).
- 14 E. Section 31-15-401(1)(d)(I), C.R.S. (concerning the power to compel removal of
15 rubbish).
- 16 F. Section 31-15-501(1)(c), C.R.S. (concerning municipal regulation of business).
- 17 G. Section 30-15-401, C.R.S. (concerning waste services).
- 18 H. Section 30-20-107, C.R.S. (concerning the power to designate an exclusive waste
19 disposal site and facility for the municipality).
- 20 I. The authority granted to home rule municipalities by Article XX of the Colorado
21 Constitution.
- 22 J. The powers contained in the Breckenridge Town Charter.

23 4-16-3: FINDINGS: The Town Council adopts this Chapter based upon the following findings of
24 fact:
25

- 26 A. The Town is a home rule municipality with those powers authorized by Article XX,
27 Section 6, of the Colorado Constitution.
- 28 B. The Colorado General Assembly has declared that the proper disposal of solid
29 waste is a matter of mixed statewide and local concern. “Optimal solid waste
30 management . . . should include . . . local efforts . . . focused toward the reduction
31 of the volume . . . of the waste stream . . . through source reduction, recycling,
32 composting, and similar waste management strategies.” The General Assembly
33 also recognized that “improper disposal of solid wastes poses significant public
34 health risks, environmental hazards, and long-term liability for the citizens of the
35 state.” Section 30-20-100.5, C.R.S.

2017 SOLID WASTE COLLECTION AND DISPOSAL ORDINANCE

- 1 C. The Town is empowered by Section 31-15-401(1)(d)(I), C.R.S., “[t]o provide for
2 and compel the removal of . . . rubbish of all kinds from lots and tracts of land
3 within such municipalities . . . upon such notice, and in such manner as such
4 municipalities prescribe by ordinance”
- 5 D. The Town is empowered by Section 30-20-107, C.R.S., to designate and approve
6 by ordinance a solid waste disposal site and facility as its exclusive solid waste
7 disposal site and facility, and thereafter such site and facility shall be used for the
8 disposal of discarded solid waste generated from within its jurisdiction.
- 9 E. The Town is authorized by Section 31-15-103, C.R.S., “to make and publish
10 ordinances not inconsistent with the laws of this state, from time to time, for
11 carrying into effect or discharging the powers and duties conferred by this title,
12 which are necessary and proper to provide for the safety, preserve the health,
13 promote the prosperity, and improve the morals, order, comfort, and convenience
14 of such municipality and the inhabitants thereof not inconsistent with the laws of
15 this state.”
- 16 F. The Summit County Resource Allocation Park (“SCRAP”) is the only licensed
17 solid waste disposal facility located in Summit County and is operated by the
18 County in conjunction with the County’s recycling, composting, and other solid
19 waste management programs and facilities on County-owned property within the
20 Summit County Resource Allocation Park Planned Unit Development.
- 21 G. The Town has the legal authority to adopt ordinances regulating solid waste
22 disposal, including the performance of solid waste hauling services in the Town.
- 23 H. Persons or companies in the business of hauling discarded solid waste, including
24 recyclable materials, within the Town, through their collection and transportation
25 activities, are able to supply the Town with information necessary for long-term
26 solid waste management planning and therefore should be required to submit
27 annual information about their hauling activities to the Town.
- 28 I. The Town has entered into an Intergovernmental Agreement Regarding Collection,
29 Transportation and Disposal of Solid Waste in Summit County, Colorado dated
30 , 2017, in order to cooperate in the development and
31 implementation of a licensing and regulation program regarding the provision of
32 trash hauling services and other community environmental and solid waste
33 management goals stated therein.
- 34 J. As required by Section 30-20-107, C.R.S., prior to adopting this Chapter the Town
35 Council held a public hearing to review the disposal method to be used at the
36 Summit County Resource Allocation Park (SCRAP), as well as the fees to be
37 charged for such disposal method. The Town Council finds such disposal method

2017 SOLID WASTE COLLECTION AND DISPOSAL ORDINANCE

1 and fees to be reasonable and necessary and in the best interest of the public health,
2 safety, and welfare.

3 4-16-4: INTENT: It is the intent of this Chapter to:
4

- 5 A. Promote the state and local solid waste management goals referenced in Section
6 4-16-3, as well as other applicable solid waste laws, rules, regulations and policies;
- 7 B. Encourage more recycling of certain discarded solid waste materials;
- 8 C. Accurately measure the volume of wastes entering the waste stream to assist in
9 designing programs to reduce those volumes, and otherwise obtain information for
10 long-term solid waste management planning;
- 11 D. Protect the health, safety and welfare of the public by providing for the long term
12 viability of the Summit County Resource Allocation Park (SCRAP);
- 13 E. Maintain and enhance the quality of the environment, conserve natural resources
14 and prevent pollution by providing a comprehensive and effective program to
15 regulate solid waste in the Town; and
- 16 F. Protect the health, safety, welfare and well-being of the citizens and property
17 owners within the Town.

18 4-16-5: DEFINITIONS: For the purpose of this Chapter the following words, terms, and phrases
19 have the following meanings:
20

APPLICANT: A person who has submitted an application for license pursuant to this Chapter.

APPLICATION: An application for license submitted pursuant to this Chapter.

DAY: A calendar day, unless otherwise indicated.

GOOD CAUSE (for the purpose of refusing or denying a license renewal under this Chapter):

- A. The licensee has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of this Chapter; or any other law applicable to licensee; or
- B. The licensee has failed to comply with the terms, conditions, or provisions of its solid waste hauler license issued pursuant to this Chapter.

LICENSEE: The person to whom a solid waste hauler license has been issued pursuant to this Chapter.

RECYCLABLE MATERIALS:	Solid waste from any residential, commercial, or other source that is collected separately for the purpose of such material being re-processed into new or different products or packaging materials, provided that such material have been designated by the licensing authority as recyclable.
RECYCLING:	The process of recovering useful materials from solid waste, including items for reuse.
SOLID WASTE:	All putrescible and non-putrescible solid wastes discarded from any source including recyclable materials. The term “solid waste” shall exclude liquid wastes, sewage, sewage sludge, septic tank or cesspool pumpings; sand, asphalt, concrete, gravel, rock, dirt or other segregated construction materials to be used or reused in any construction project; timber, wood chips or vegetative matter hauled from the property where it is cut; agricultural wastes, solid or dissolved materials in irrigation return flows; industrial discharges which are point sources subject to licenses under the provisions of the Colorado Water Quality Control Act; materials handled at facilities licensed pursuant to the provisions on radiation control in Article 11 of Title 25, C.R.S.; exploration and production waste as defined in Section 34-60-103(4.5), C.R.S., except as such wastes may be deposited at a commercial solid waste facility; excluded scrap metal that is being recycled; shredded circuit boards that are being recycled; discarded or abandoned vehicles or parts thereof; residential appliances; materials used as fertilizers or for other productive purposes; household hazardous wastes; and hazardous materials as defined in the rules and regulations adopted by the Hazardous Materials Transportation Act of 1987.
SOLID WASTE HAULER:	Any person in the business of collecting, transporting to a landfill, disposal site, transfer station or other like facility, or disposing of solid waste, for a fee or other compensation.
SOLID WASTE HAULER LICENSE (OR LICENSE):	A solid waste hauler license issued pursuant to this Chapter.
SUMMIT COUNTY RESOURCE ALLOCATION PARK (SCRAP):	The solid waste disposal site and facility owned and operated by Summit County, Colorado government, located at 639 Landfill Road, Dillon, Colorado 80435. The County’s solid waste drop off facility located at 284 Coyne Valley Road in

2017 SOLID WASTE COLLECTION AND DISPOSAL ORDINANCE

the Town is part of the SCRAP, and the depositing of solid waste at the Coyne Valley Road facility shall be treated as depositing such solid waste at the SCRAP.

TOWN MANAGER: The Town Manager of the Town of Breckenridge.

TRANSFER STATION: A facility at which refuse, awaiting transportation to disposal site, is transferred from one type of containerized collection receptacle and placed into another or is processed for compaction. "Refuse" means all forms of solid waste, including garbage, rubbish, trash, recyclable materials, and similar material.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

4-16-6: LICENSE REQUIRED; EXEMPTIONS:

- A. No person shall operate as a solid waste hauler within the Town without a current solid waste hauler license.
- B. A solid waste hauler license is non-transferable and non-assignable. Any attempt to transfer or assign a license voids the license.
- C. Each licensee shall offer recycling services to its customers.
- D. The following are not required to obtain a solid waste hauler license:
 - 1. A demolition, construction, or landscaping contractor who produces and transports solid waste in the course of its performance of a project, where the waste produced is merely incidental to the particular demolition or construction work being performed by such contractor. However, any such solid waste shall be disposed of at the Summit County Resource Allocation Park (SCRAP) as required by Section 4-16-12B.
 - 2. A civic, community, benevolent or charitable nonprofit organization that collects, transports, and markets solid waste for resource recovery solely for the purpose of raising funds for a charitable, benevolent, or civic activity.
 - 3. A property owner or agent thereof who transports solid waste left by a tenant upon such owner's property, so long as such property owner does not collect, transport, or dispose of solid waste for compensation for tenants on a regular or continuing basis. However, any such solid waste shall be disposed of at the Summit County Resource Allocation Park (SCRAP) as required by Section 4-16-12B.

- 1 4. Furniture or appliance vendors and their delivery agents who deliver
2 furniture or appliances sold by such vendor and dispose of the purchaser's
3 used furniture or appliances being replaced by such purchase.

- 4 5. A person who transports his or her own solid waste, or who transports solid
5 waste for another person without compensation. However, any such solid
6 waste shall be disposed of at the Summit County Resource Allocation Park
7 (SCRAP) as required by Section 4-16-12B.

- 8 6. Haulers engaged solely in the transport of discarded materials that are
9 expressly excluded from the definition of solid waste in Section 4-16-5.

10 4-16-7: LICENSING PROCESS:

- 11 A. The Summit County Manager's Office is designated as the licensing authority for
12 solid waste hauler licenses, with licensing decisions subject to review by the Town
13 Council as provided in this Section.
14

- 15 B. A solid waste hauler license shall be valid for one (1) year from the date of approval
16 unless otherwise specified in such license, and may be renewed as provided in
17 Section 4-16-9.

- 18 C. An application for a solid waste hauler license shall be submitted to the licensing
19 authority along with a completed Solid Waste Hauling License Self-Certification
20 Form. At time of license application or renewal, each solid waste hauler shall
21 provide and attest to the truthfulness of the information requested in the Solid
22 Waste Hauling License Self-Certification Form. An example of such form is
23 included as **Exhibit A** to this Chapter.

- 24 D. Within thirty (30) days of receipt of a completed application, the staff of the
25 licensing authority shall review the application and make a recommendation to the
26 licensing authority. The licensing authority may make such additional
27 investigations as deemed necessary and shall refer all applications to the Town
28 Manager for comment.

- 29 E. The licensing authority shall issue a solid waste hauler license if the application
30 meets all applicable requirements and it makes all of the following findings:
 - 31 1. The applicant has successfully completed the Solid Waste Hauling License
32 Self-Certification Form and such form is true and accurate;
 - 33 2. The applicant has paid the license fee in full at the time of application;
 - 34 3. The applicant has submitted a complete list of all vehicles to be used for the
35 collection, transportation, or disposal of solid waste within the Town along

1 with information that identifies such vehicles, including, but not limited to,
2 the Department of Motor Vehicle registration forms and license plate
3 numbers. Whenever a licensee desires to add or changes vehicles
4 authorized to operate within the Town, the licensee shall submit a written
5 request for a license amendment to the licensing authority, together with
6 identifying information for each new vehicle to be included under such
7 solid waste hauler license. The requested amendment shall be approved,
8 conditionally approved, or denied in accordance with the provisions of this
9 Section in the same manner as a new license application;

10 4. The applicant has provided adequate evidence of liability insurance in the
11 amount shown on the Solid Waste Hauling License Self-Certification Form
12 from a company authorized to do business in Colorado;

13 5. Granting the license will not result in a negative impact to the public's
14 health, safety, and welfare and such license will promote the solid waste
15 management goals of the Town and the community. In making such
16 determination the licensing authority shall consider:

17 a. the character of the applicant, its officers, directors, or managers,
18 including any prior license violations or criminal convictions;

19 b. the applicant's ability to provide solid waste hauling services in the
20 Town in a manner consistent with the solid waste management goals
21 of the Town;

22 c. the applicant's ability to operate in the Town's high alpine
23 environment and, if the applicant has previously done business in
24 the Town, any prior complaints received from citizens or property
25 owners in the Town; and

26 d. any statement by the applicant regarding its business plan or efforts
27 to support recycling, waste diversion, or other solid waste
28 management goals of the Town.

29 F. The amount of the license fee shall not exceed the cost of administering the solid
30 waste hauler licensing program. For 2017, the fee for a solid waste hauler license is
31 twenty dollars (\$20). Commencing in 2018, the fee for a solid waste hauler licensee
32 shall be fixed by the Town Council as part of its annual budget process for the next
33 fiscal year. If, for any reason, the solid waste hauler license fee is not fixed by the
34 Town Council as part of its annual budget process, the license fee for the preceding
35 year shall continue in full force and effect until changed by the Town Council.

- 1 G. Once the licensing authority approves, conditionally approves, or denies an
2 application for a solid waste hauler license, it shall promptly notify the applicant in
3 writing of such decision and the basis therefore.
- 4 H. The applicant may appeal such decision to the Town Council in writing within ten
5 (10) days of receiving such decision notwithstanding Section 1-19-13(B) of this
6 Code. Any appeal shall including a written statement of the grounds for such appeal
7 and any adverse effects that may result.
- 8 I. An appeal to the Town Council pursuant to this Section shall be processed in
9 accordance with Chapter 19 of Title 1 of this Code.
- 10 J. The Town Council shall approve, conditionally approve, or deny an application
11 within thirty (30) days of the conclusion of the public hearing on the applicant's
12 appeal.
- 13 K. The Town Council shall issue a solid waste hauler license when, from a
14 consideration of the application, the evidence received at the public hearing, and
15 from such other information as may otherwise be obtained, the Town Council
16 determines that the applicant is entitled to the issuance of such license under the
17 standards set forth in this Chapter.
- 18 L. The Town Council shall deny an application for a solid waste hauler license under
19 this Chapter if it determines that:
- 20 1. Information contained in the application, or supplemental information
21 requested from the applicant, is found to be false in any material respect;
- 22 2. The applicant is not entitled to the solid waste hauler license under the
23 standards set forth in this Chapter.
- 24 3. The operation of the proposed business operation is likely to:
- 25 a. create a substantial inconvenience or annoyance to the public; or
26 b. cause a public nuisance.
- 27 4. The granting of the application will endanger public health or safety.
- 28 M. If the application is denied, the Town Council shall clearly set forth in writing the
29 grounds for denial.
- 30 N. If the application is conditionally approved, the Town Council shall clearly set
31 forth in writing the conditions of approval.
- 32 O. If an application is denied the application fee shall not be refunded.

1 4-16-8: DUTIES OF LICENSEE: It is the duty and obligation of each licensee to do the
2 following:

- 3
- 4 A. Comply with all of the terms and conditions of the license.
- 5 B. Comply with all of the requirements of this Chapter.
- 6 C. Comply with all other Town ordinances that are applicable to the business for
7 which the license was issued.
- 8 D. Submit an annual report on the weight (in tons) of solid waste, including recyclable
9 materials by commodity, collected and transported from within the Town. The
10 licensing authority shall be responsible for designating materials as recyclables for
11 purposes of the reporting requirements of this Section. The initial list of recyclable
12 materials is shown in **Exhibit B** to this Chapter, and such list may be changed from
13 time to time by the licensing authority. Solid waste reports shall be submitted to the
14 Director, Summit County Solid Waste Department, P.O. Box 3789, Dillon,
15 Colorado 80435, by February 1st of each year for the period of the previous
16 calendar year (January 1- December 31).
- 17 E. Indemnify and defend the Town, its officers, employees, insurers, and
18 self-insurance pool from and against all liability, claims, and demands, on account
19 of injury, loss, or damage, including without limitation, claims arising from bodily
20 injury, personal injury, sickness, disease, death, property loss or damage, or any
21 other loss of any kind whatsoever, arising out of in any manner connected with the
22 operation of the business for which the license was issued. The licensee shall
23 investigate, handle, respond to, and to provide defense for and defend against, any
24 such liability, claims, or demands at the sole expense of the licensee, and bear all
25 other costs and expenses related thereto, including court costs and attorneys' fees.
26 The indemnity obligation of this Section E shall survive the expiration or
27 revocation of the license, and shall continue to be fully enforceable thereafter,
28 subject to any applicable statute of limitation.

29 4-16-9: RENEWAL OF LICENSE:

- 30
- 31 A. A licensee does not have a vested right or a property right in the renewal of its solid
32 waste hauler license.
- 33 B. Each solid waste hauler license may be renewed as provided in this Section. The
34 term of a renewal license shall be one (1) year, unless suspended or revoked as
35 provided in Section 4-16-10.
- 36 C. An application for the renewal of an existing license shall be made to the licensing
37 authority not less than forty-five (45) days prior to the date of expiration. No
38 application for renewal shall be accepted by the licensing authority after the date of

1 expiration. The licensing authority may waive the forty-five (45) day time
2 requirement set forth in this Section C if the applicant demonstrates an adequate
3 reason.

4 D. The timely filing of a renewal application shall extend the current license until a
5 final decision is made on the renewal application.

6 E. At the time of the filing of a renewal application the licensee shall pay a renewal fee
7 in an amount fixed by the Town Council as part of its annual budget process.

8 F. The licensing authority may refuse to renew a license for good cause; provided,
9 however, that the licensing authority shall not refuse to renew a license without
10 holding a public hearing on the renewal application. If a public hearing on a
11 renewal application is held, notice of such hearing shall be given to the licensee at
12 least ten (10) days prior to the hearing.

13 G. The licensee may appeal any decision of the licensing authority conditionally
14 approving or denying its renewal application to the Town Council in writing within
15 ten (10) days of receiving such decision notwithstanding Section 1-19-13(B) of this
16 Code. Any appeal shall including a written statement of the grounds for such
17 appeal and any adverse effects that may result.

18 H. An appeal to the Town Council pursuant to this Section shall be processed in
19 accordance with Chapter 19 of Title 1 of this Code.

20 I. The Town Council shall approve, conditionally approve, or deny a renewal
21 application within thirty (30) days of the conclusion of the public hearing on the
22 licensee's appeal.

23 4-16-10: SUSPENSION OR REVOCATION OF LICENSE:
24

25 A. A solid waste hauler license may be suspended or revoked for any of the following
26 reasons:

27 1. Fraud, misrepresentation, or a false statement of material fact contained in
28 the license application.

29 2. A violation of any Town, state, or federal law or regulation pertaining to the
30 operation of the business for which the license was issued.

31 3. A violation of any of the terms and conditions of the license.

32 B. The licensing authority shall hold a public hearing to consider whether to suspend
33 or revoke a solid waste hauler license. A public hearing held by the licensing
34 authority pursuant to this Section shall be held in accordance with Chapter 19 of
35 Title 1 of this Code.

2017 SOLID WASTE COLLECTION AND DISPOSAL ORDINANCE

- 1 C. In connection with the suspension of a license, the licensing authority may impose
2 reasonable conditions.
- 3 D. For the purpose of disciplinary action imposed pursuant to this Section, a licensee
4 is responsible and accountable for the conduct of the licensee’s employees, agents,
5 and contractors occurring in connection with the operation of the business for
6 which a license has been issued.
- 7 E. In deciding whether a license should be suspended or revoked, and in deciding
8 what conditions to impose in the event of a suspension, if any, the licensing
9 authority shall consider all of the following:
- 10 1. The nature and seriousness of the violation.
- 11 2. Corrective action, if any, taken by the licensee.
- 12 3. Prior violation(s), if any, by the licensee.
- 13 4. The likelihood of recurrence.
- 14 5. All circumstances surrounding the violation.
- 15 6. Whether the violation was willful.
- 16 7. The number of previous violations by the licensee.
- 17 8. Previous sanctions, if any, imposed against the licensee.
- 18 F. The licensee may appeal any decision of the licensing authority suspending or
19 revoking its license to the Town Council in writing within ten (10) days of
20 receiving such decision. Any appeal shall including a written statement of the
21 grounds for such appeal and any adverse effects that may result.
- 22 G. In connection with an appeal taken to the Town Council pursuant to this Section,
23 Sections A – E of this Section shall apply equally to the Town Council.
- 24 H. No fee previously paid by a licensee in connection with the application shall be
25 refunded if such license is suspended or revoked.

26 4-16-11: REVIEW OF DECISIONS:
27

- 28 A. Any decision of the licensing authority pursuant to this Chapter that is not appealed
29 to the Town Council shall be a final decision of the Town, and may be appealed to
30 the district court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil
31 Procedure.

1 B. Any decision of the Town Council pursuant to this Chapter shall be a final decision
2 of the Town, and may be appealed to the district court pursuant to Rule 106(a)(4) of
3 the Colorado Rules of Civil Procedure.

4 C. The applicant's or licensee's (as applicable) failure to timely appeal a decision
5 issued by the licensing authority or the Town Council pursuant to this Chapter is a
6 waiver the applicant's or licensee's right to contest such decision.

7 4-16-12: DESIGNATED DISPOSAL SITE:

8 A. The Town designates the Summit County Resource Allocation Park (SCRAP) as
9 the exclusive solid waste disposal site and facility for all solid waste generated
10 within the Town.

11 B. All solid waste generated within the Town shall be disposed of only at the Summit
12 County Resource Allocation Park (SCRAP); provided, however, that upon request
13 the licensing authority may exempt from this requirement, with or without
14 conditions, a solid waste hauler who primarily transports only one category of
15 recyclable material.

16 4-16-13: PENALTIES; INJUNCTIVE RELIEF: It shall be unlawful and a misdemeanor offense
17 for any person to:

18
19 A. Fail or refuse to make or file any record, report, or other document required to be
20 made or filed by this Chapter, or to make any false or fraudulent record or report, or
21 any false or fraudulent statement in any such document.

22 B. Operate as a solid water hauler anywhere within the Town without a valid solid
23 waste hauler license, or to continue to do business during a period of suspension of
24 such license or after such license is revoked.

25 C. Dispose of any solid waste generated within the Town at any location other than the
26 designated disposal site as required by Section 4-16-12.

27 D. Any person convicted of having violated an offense described in this Section shall
28 be punished as set forth in Chapter 4 of Title 1 of this Code.

29 E. If a business is required to have a solid waste hauler license issued pursuant to this
30 Chapter the operation of such business within the Town without a valid solid waste
31 hauler license may be enjoined by the Town in an action brought in any court of
32 competent jurisdiction. In any case in which the Town prevails in a civil action
33 initiated pursuant to this Section E, the Town may recover its reasonable attorney
34 fees plus costs of the proceeding.

1 4-16-14: NO TOWN LIABILITY: The adoption of this Chapter and the issuance of solid waste
2 hauler licenses pursuant to this Chapter shall not create any duty to any person. No person shall
3 have any civil liability remedy against the Town, or its officers, employees or agents, for any
4 damage or loss of any kind arising out of or in any way connected with the issuance of any solid
5 waste hauler license pursuant to this Chapter. Nothing in this Chapter shall be construed to create
6 any liability or to waive any of the immunities, limitations on liability, or other provisions of the
7 Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., or to waive any
8 immunities or limitations on liability otherwise available to the Town, or its officers, employees or
9 agents.

10
11 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
12 various secondary Codes adopted by reference therein, shall continue in full force and effect.

13
14 Section 3. This Chapter shall be published as provided by Section 5.9 of the Breckenridge
15 Town Charter and shall become effective on _____, 2017.

16
17 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
18 PUBLISHED IN FULL this ____ day of _____, 2017. A Public Hearing shall be held at the
19 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
20 _____, 2017, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

21
22 TOWN OF BRECKENRIDGE, a Colorado
23 municipal corporation

24
25
26
27 By: _____
28 Eric S. Mamula, Mayor

29
30 ATTEST:

31
32
33
34
35 _____
36 Helen Cospolich
37 Town Clerk

1
2
3
4
5
6
7
8
9
10
11

Exhibit "A"

Solid Waste Hauling License Self-Certification Form

Exhibit "A"

1 Exhibit "B"

2
3 List of Materials Designated As Recyclables

4
5 Materials may be collected in single stream or source separated form from residential
6 customers covered by this ordinance and shall include the following:

- 7
8 1. Materials: Aluminum cans, tin/steel cans, cardboard (OCC), paperboard, newspaper,
9 magazines, catalogs, junk mail, office paper, and plastic containers #1 and #2 (may be
10 collected separately or comingled in a single container.
- 11
12 2. Glass: If glass is collected, it shall be collected in a separate container or stream and
13 volumes tracked separately.
- 14
15 3. Other Materials: Any other materials collected as recyclable shall be collected in
16 source-separated containers.

Summit County Resource Allocation Park
970-468-9263x0, fax 468-9304
Hours of Operation: M-F 7:00 am – 4:00 pm*
Saturdays 7:00 am-noon Closed Sundays

Holiday Closures: New Years Day, Mem. Day,
July 4, Labor Day, Thanksgiving, Christmas,
early closure Christmas Eve

*With possible wind or lightening closures – call to check
 must be unloaded & out the gate by posted closing time or double charges will apply.

*All hand unloaders need to be in 30 min. prior to closure each day. All customers
<http://www.SummitCountyCO.gov> For more information

2016 TIPPING FEES (updated 8/18/2016)

Effective 1/1/16 additional \$1.17/ton surcharge applied to all trash/landfill items collected under C.R.S. 25-16-104.5 and 6 CCR 1007-2 1.7 \$.26/ton Contaminated Soil Surcharge

Car Minimum 0-300 lbs	\$20.00	Tires – With or Without Rim (ea)	
Truck Minimum 301-1000 lbs	\$35.00	23 inches & under	\$10.00
Commercial compacted trash	\$60.00/ton	24 inches & over	\$40.00
Loose tonnage	\$78.00/ton		

Each load is an isolated material.

Asphalt (no rebar or mesh)	\$30.00/ton	Minimum charge	\$30.00
Concrete (no rebar or mesh)	\$30.00/ton	Minimum charge	\$30.00
**Clean Structural fill (size 1ft minus)	\$Free if qualifies	Minimum charge	\$ 0.00
**Top Soil (size 1 ft minus)	\$Free if qualifies	Minimum charge	\$ 0.00
Contaminated Soil (& addtl admin chg)	\$78.00/ton	Minimum charge	\$15.00
**Scrap Metal	\$40.00/ton	Minimum charge	\$20.00
**Wood Waste Construction	\$30.00/ton	Minimum charge	\$30.00
**Wood - Slash	\$10.00/ton	Minimum charge	\$10.00
*Wood – Clean Stumps- defined pg 2	\$31.00/ton	Minimum charge	\$15.00
Wood Chips	\$ 5.00/ton	Minimum charge	\$ 5.00
MRF SingleStream adjusted quarterly		Minimum charge adjusted qtrly	
MRF Items source separated	FREE	Appliances (up to 2 - \$ 10 ea)	\$10.00
		3 appliances & up – charged as scrap metal	

All cooling units must have proper documentation that the coolant has been removed by a certified technician and provided at check in.

*****Effective 1/1/2015 – Safety 1st Program for Summit Electronic Waste, Household Hazardous Waste (Paint, etc) Fluorescent Bulbs – Free for Summit County Residents – Proof of Residency Required. Pricing applies for Residents outside of Summit County**

*****Large quantities of these materials can require appointments, see page 2 for guidelines**

Minimum charge in HHW	\$ 15.00	CPU,monitor,laptops,dvd,vcr (ea)	\$ 9.00
HHW (paint, etc) Residential	\$ 4.00/gallon	TV's large printers & scanner (ea)	\$20.00
HHW (paint, etc) Commercial	\$ 6.00/gallon	Large commercial loads of e-waste & TV's	
Ballast NoPCB\$4.00 ea PCB \$6.00ea – bulbs \$.50/1.00		26" & > charged at \$0.50 lb.	

Organic Material

Biosolids	\$33.00/ton	Minimum charge	\$15.00
***Food Scrap, contaminant Free	\$31.00/ton	Minimum charge	\$15.00
*Green Yard Waste	\$31.00/ton	Minimum charge	\$10.00
*Manure (no dirt, rocks, trash)	\$31.00/ton	Minimum charge	\$10.00

*Not accepted: dirt, rocks, bags, noxious weeds, dog waste, wood or slash for this material. Compost products for landscaping now available for retail sales – small & large quantity pricing available. Ask for pricing. Topsoil blends not guaranteed to be weed or seed free. ***Food Scrap requires prior approval arrangements.

All loads must be covered – double charge for uncovered loads. Accepted payment – cash or check with proper identification, credit cards accepted. There is a 75 cents charge & 2.25% convenience fee added to your total to pay with your credit or debit card.

****See more specific information on page 2**

**Criteria for structural fill – Contains no organic material, no trash, & is free of mud and/or excess moisture. Size – 1 ft. minus. Any material that does not meet the above requirements will be charged the current rate for trash along with applicable surcharges.

**Criteria for topsoil – Contains no trash, & is free of mud and/or excess moisture. Size – 1 ft. minus. Any material that does not meet the above requirements will be charged the current rate for trash along with applicable surcharges.

** Scrap metal – no contaminants - barbed wire, chicken wire, or rolled fencing, rebar, cable, brake shoes or pads, propane or fuel tanks. Barrels only accepted with lids off or cut open.

**Slash & Wood - Construction wood must be separate loads for lower rates – Raw, dimensional lumber only - no treated, creosoted, painted or stained lumber in construction wood. Plywood and OSB no longer accepted at construction wood rate- No metal hardware. No trash or other construction debris in load. Pallets without metal strapping or other contaminants are ok. No tree slash or stumps. Stumps must be separated from slash.

Beginning 7/1/11 we have instituted a lower rate for clean, isolated stump loads. No dirt, rocks, or additional logs or slash can go into the dedicated stump pile, CLEAN STUMPS ONLY. The price is \$31.00/ton. Loads will be inspected, & contaminated loads will be charged at the loose trash rate, along with applicable surcharges and additional hauling fees.

**Chip product – There is a 2-inch maximum size requirement to qualify for the chip price. The price defaults automatically to the slash rate if product does not meet these criteria. Also, no contamination in the load – no trash, limbs, log ends, rocks or dirt.

***Colorado Law, SB 12-133 bans landfill disposal of certain electronics waste from all sources, even residential. Effective 7/1/13. This facility does have a fee based collection service & uses certified R2, E-Steward recycling companies. Items include: television sets, central processing units, computer monitors or peripherals, printers or fax machines, laptops, notebooks, ultra & net books, tablets, dvd, vcr players, video display screens > 4 inches. C.R.S. Title 30, Article 20, Part 1 and 10. CRS Title 25 Article 17 Part 3

Quantities that require appointments: 50 gallons or more of HHW, 30 Ewaste units (cpu,tv,monitors, etc), & more than 50 fluorescent bulbs in a given delivery. Please call 970-468-9263x0 for scheduled appointment.

Dig outs - \$60.00

Contaminated Soil Analyses will require additional admin charges – to be determined case by case

Special handling rates may apply for any special equipment or handling needs - \$60.00 per 15 minutes.

Asbestos free sampling inspection reports signed by a certified engineer are required 14 days in advance of estimated delivery date for all building demolition projects including mobile home demolition. This includes abatement manifests for any material outlined for special handling in the report. Reports should be faxed to 970-262-3626, Neither friable nor non-friable asbestos is accepted at this facility. Call 970-468-9263x0 for more information.

MEMORANDUM

OPEN SPACE & TRAILS

To: Town Council

From: Open Space & Trails Staff

Date: January 24, 2017

Re: Coyne Placer Valley Lot B Encroachment Easement



The Town of Breckenridge and Summit County jointly purchased the 11.62-acre Coyne Placer Valley Lot B in May 2016. It was recently discovered that a water well, thought to be located on an adjoining lot, is actually located on open space property. A new survey, attached, shows a well located approximately 15 feet over the property boundary. The well serves adjoining Lots 3, 4, and 5.

Summit County has been working with the homeowners of Lots 3, 4, and 5, who have formed a well association, and has drafted a perpetual easement agreement for continued use and maintenance of the well. Because the granting of an easement represents a perpetual property right, the Town requires approval via ordinance.

BOSAC has reviewed the survey and request for a perpetual easement at its 12/19 meeting and recommended that Town Council proceed with an ordinance to grant the easement. A draft ordinance for first reading is also attached.

1 ***FOR WORKSESSION/FIRST READING – JAN. 24***

2
3 COUNCIL BILL NO. ____

4
5 Series 2017

6
7 AN ORDINANCE AUTHORIZING THE GRANTING OF A WELL EASEMENT TO THE
8 LOWER COYNE PLACER VALLEY WELL ASSOCIATION
9

10 WHEREAS, the Lower Coyne Placer Valley Well Association has requested the granting
11 of a well easement over, across, and through certain real property jointly owned by the Town and
12 Summit County government; and
13

14 WHEREAS, Summit County government has determined that it should grant the
15 requested easement; and
16

17 WHEREAS, the Town Council of the Town of Breckenridge has determined that it also
18 should grant the requested easement; and
19

20 WHEREAS, the Town Attorney has informed the Town Council that, in his opinion,
21 Section 15.3 of the Breckenridge Town Charter requires that granting of such easement be
22 authorized by ordinance.
23

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

27 Section 1. The Town Manager is hereby authorized, empowered, and directed to execute,
28 acknowledge, and deliver to the Lower Coyne Placer Valley Well Association a well easement,
29 in substantially the form which is marked **Exhibit “A”**, attached hereto, and incorporated herein
30 by reference.
31

32 Section 2. The Town Council hereby finds, determines and declares that it has the power
33 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
34 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.
35

36 Section 3. This ordinance shall be published and become effective as provided by
37 Section 5.9 of the Breckenridge Town Charter.
38

39 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
40 PUBLISHED IN FULL this ____ day of _____, 2017. A Public Hearing shall be
41 held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the
42 ____ day of _____, 2017, at 7:00 P.M., or as soon thereafter as possible in the
43 Municipal Building of the Town.
44
45

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

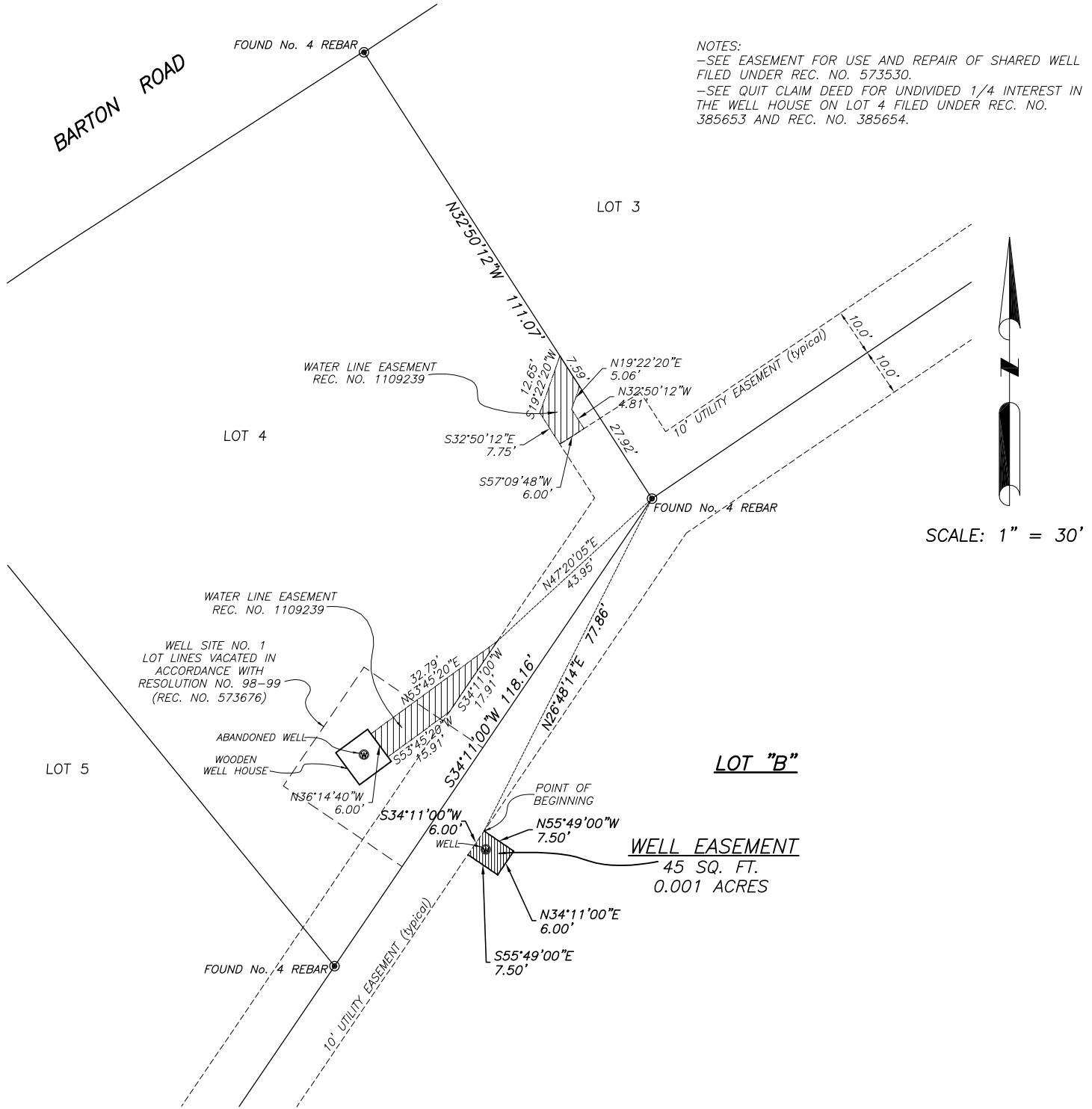
By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

EXHIBIT A

LOT "B", COYNE PLACER VALLEY, COUNTY OF SUMMIT, STATE OF COLORADO



NOTES:
 -SEE EASEMENT FOR USE AND REPAIR OF SHARED WELL FILED UNDER REC. NO. 573530.
 -SEE QUIT CLAIM DEED FOR UNDIVIDED 1/4 INTEREST IN THE WELL HOUSE ON LOT 4 FILED UNDER REC. NO. 385653 AND REC. NO. 385654.

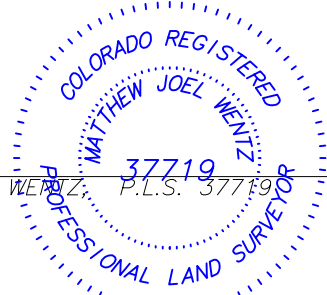
SCALE: 1" = 30'

LEGAL DESCRIPTION

A Well Easement on Lot "B", Coyne Placer Valley, County of Summit, State of Colorado, being more particularly described as follows:

Beginning at point on the east line of the 10' utility easement of said lot "B", whence the NE corner of Lot 4 bears N26°48'14"E 77.86'; thence along the 10' utility easement line, S 34°11'00" W a distance of 6.00'; thence S 55°49'00" E a distance of 7.50'; thence N 34°11'00" E a distance of 6.00'; thence N 55°49'00" W a distance of 7.50' to the point of beginning. Described easement contains 45 square feet or 0.001 acres more or less.

I, MATTHEW J. WENTZ, A COLORADO REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND EXHIBIT DRAWING IS BASED ON A SURVEY MADE BY ME AND UNDER MY SUPERVISION, AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY.



MATTHEW J. WENTZ, P.L.S. 37719

SUMMIT LAND SURVEYING, INC.		P.O. BOX 24212 SILVERTHORNE, CO 80497 970-513-0156
SCALE: 1" = 30'	DATE: 12/05/16	JOB NO. 151394
DRAWN BY: MJW	CHECKED BY: MJW	DRAWING NO. 151394EX-91-

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



Coyne Valley Sub
Parcel B - 11.62 ac

Barton Rd

Airport Rd

Gulch

Barton

South

This map is for display purposes only.
Do not use for legal conveyance.
Not necessarily accurate by surveying standards and
does not comply with National Mapping Accuracy Standards.
© 2015 Summit County Government, Open Space and Trails Department.

To: Breckenridge Town Council
Cc: Rick Holman – Town Manager
From: James Phelps – Interim Director Public Works
Subject: Collection, Transportation and Disposal of Solid Waste Intergovernmental Agreement (IGA) Resolution
Date: 01/19/17 (For Jan. 24th – TC Work Session)

The basis for the Solid Waste Collection & Disposal ordinance is an Intergovernmental Agreement (IGA) requiring the Town of Breckenridge, the Town of Frisco, the Town of Dillon, and the Summit County Government to cooperate in the development and implementation of a licensing and regulation program regarding the provision of trash hauling services and other community environmental and solid waste goals.

The attached Resolution will allow the Town Manager to enter into an IGA with the noted government agencies to achieve the goals of the Solid Waste Collection & Disposal ordinance - ensuring all collected solid waste materials go to the SCRAP for processing and revenue collection to support ongoing SCRAP operations and ensuring the collection of solid waste materials from Breckenridge be accounted for as part of Summit County's integrated and comprehensive solid waste management program.

Staff will be present to answer any questions that Town Council may have.

1 ***FOR WORKSESSION/ADOPTION – JAN. 24***

2
3 RESOLUTION NO. _____

4
5 SERIES 2017

6
7 A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
8 REGARDING THE COLLECTION, TRANSPORTATION, AND DISPOSAL
9 OF SOLID WASTE IN SUMMIT COUNTY, COLORADO

10
11 WHEREAS, the collection, transportation, and disposal of solid waste, rubbish,
12 recyclable materials, and other discarded materials is a matter of general public importance and
13 concern; and

14
15 WHEREAS, the State of Colorado has by statute expressly endorsed “local efforts . . .
16 focused toward the reduction of the volume . . . of the waste stream . . . through source reduction,
17 recycling, composting, and similar waste management strategies,” and also recognizes that
18 “improper disposal of solid wastes poses significant public health risks and environmental
19 hazards” (Section 30-20-100.5, C.R.S.); and

20
21 WHEREAS, pursuant to Section 31-15-401, C.R.S.; Section 30-20-107, C.R.S.; Section
22 31-15-103, C.R.S.; Article XX, Section 6 of the Colorado Constitution, and other applicable
23 authority, the Town has the legal authority to adopt ordinances or resolutions regulating solid
24 waste disposal, including the performance of solid waste hauling services within the Town; and

25
26 WHEREAS, the Town Council believes that the cooperative regulation of solid waste
27 disposal and the licensing of solid waste haulers will provide an efficient and effective means of
28 implementing and enforcing solid waste management policies; and

29
30 WHEREAS, the Summit County Resource Allocation Park (“SCRAP”) is the only
31 permitted solid waste disposal facility located in Summit County, and is operated by the Summit
32 County Government in conjunction with the County’s recycling, composting, and other solid
33 waste management programs and facilities on County-owned property within the Summit
34 County Resource Allocation Park Planned Unit Development; and

35
36 WHEREAS, the SCRAP contains the public site where solid waste generated within
37 Summit County was historically dumped on federal lands prior to the adoption of modern federal
38 and state solid waste disposal laws and regulations; and

39
40 WHEREAS, Summit County Government acquired the SCRAP property from the United
41 States of America pursuant to an Act of the United States Congress, Public Law 101-631, for
42 solid waste disposal and continued improvement in local solid waste disposal operations; and

43
44 WHEREAS, pursuant to Public Law 101-631 and the Comprehensive Environmental
45 Response, Compensation and Liability Act (“CERCLA” or “Superfund”) Summit County
46 Government further entered into a covenant with the United States that indemnified the United

1 States from various environmental liabilities associated with solid waste disposal at the SCRAP;
2 and
3

4 WHEREAS, Summit County Government has invested tens of millions of dollars of public
5 revenues in the SCRAP improvements and operations to continually mitigate and eliminate the
6 environmental impacts of the site from past solid waste disposal, so that the SCRAP is now a
7 modern solid waste disposal facility that engages in a wide range of waste diversion, recycling,
8 and environmental remediation activities; and
9

10 WHEREAS, significant additional operations are nonetheless required at the SCRAP to
11 ensure that the currently approved facility design is completed and the environmental risks posed
12 by past and present waste disposal continue to be adequately remedied; and
13

14 WHEREAS, the Town Council believes that the SCRAP is an important public resource,
15 and the Town Council has determined that it should designate and approve the SCRAP as the
16 Town of Breckenridge's exclusive solid waste disposal site and facility to be used for the
17 disposal of solid wastes generated within the Town in order to facilitate the community's solid
18 waste management goals, protect the public health and environment, and protect all the property
19 owners and citizens of the Town and Summit County from potential future environmental
20 liabilities; and
21

22 WHEREAS, the SCRAP operations are funded by the revenue it generates through the
23 collection of discarded solid waste materials, and such revenue funds Summit County
24 Government's integrated and comprehensive solid waste management program, including
25 compliance with state and federal environmental regulations; and
26

27 WHEREAS, the transport of discarded solid waste collected in Summit County to
28 disposal facilities located outside of Summit County has substantially reduced the SCRAP's
29 revenue, and therefore will detrimentally affect the SCRAP operations, including the funding of
30 a variety of solid waste management programs in Summit County such as recycling operations
31 and compliance with ongoing environmental goals and policies; and
32

33 WHEREAS, the Town desires to cooperate with Summit County Government and the
34 towns of Dillon and Frisco in the development and implementation of solid waste management
35 regulations regarding solid waste hauling and disposal in Summit County and the Towns in an
36 effort to further the solid waste goals of the parties, and to protect the SCRAP's ability to
37 continue its current waste management programs and operations in a consistent manner that is
38 reasonable, necessary, and in the best interests of public health, safety and welfare; and
39

40 WHEREAS, pursuant to Title 29, Article 1, Part 2, C.R.S., as amended, and Article XIV,
41 Section 18 of the State Constitution, governments may contract
42 with one another to provide any function, service, or facility lawfully authorized to each
43 of the contracting units; and
44

45 WHEREAS, a proposed intergovernmental agreement between the Town, Summit
46 County Government, and the towns of Dillon and Frisco, entitled an "Intergovernmental

1 Agreement Regarding Collection, Transportation and Disposal of Solid Waste in Summit
2 County, Colorado,” has been prepared; and

3
4 WHEREAS, the Town Council has reviewed the proposed intergovernmental agreement,
5 and finds and determines that it would be in the best interest of the Town to enter into such
6 agreement.

7
8 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
9 BRECKENRIDGE, COLORADO, as follows:

10
11 Section 1. The “Intergovernmental Agreement Regarding Collection, Transportation and
12 Disposal of Solid Waste in Summit County, Colorado” between the Town, Summit County
13 Government, and the Towns of Dillon and Frisco (Exhibit “A” hereto), is approved, and the
14 Town Manager is authorized, empowered, and directed to execute such agreement for and on
15 behalf of the Town of Breckenridge.

16
17 Section 2. This resolution is effective upon adoption.

18
19 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2017.

20
21 TOWN OF BRECKENRIDGE

22
23
24
25 By: _____
26 Eric S. Mamula, Mayor

27
28 ATTEST:

29
30
31
32 _____
33 Helen Cospolich
34 Town Clerk

35
36 APPROVED IN FORM

37
38
39
40 _____
41 Town Attorney Date

INTERGOVERNMENTAL AGREEMENT
REGARDING COLLECTION, TRANSPORTATION AND DISPOSAL
OF SOLID WASTE IN SUMMIT COUNTY, COLORADO

This Intergovernmental Agreement Regarding Collection, Transportation and Disposal of Solid Waste in Summit County, Colorado (“IGA”), is hereby made and entered into this ____ day of _____, 2017, by and between the Towns of Breckenridge, Dillon, and Frisco, (the “Towns”) and Summit County Government (the “County”) regarding the regulation of solid waste hauling and disposal in Summit County, Colorado. The Towns and County shall hereafter be referred to together as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, the collection, transportation and disposal of solid waste, rubbish, recyclable materials and other discarded materials is a matter of general public importance and concern.

WHEREAS, the State of Colorado has by statute expressly endorsed "local efforts ...focused toward the reduction of the volume...of the waste stream...through source reduction, recycling, composting, and similar waste management strategies," and also recognizes that "improper disposal of solid wastes poses significant public health risks and environmental hazards" (Section 30-20-100.5, C.R.S.).

WHEREAS, pursuant to § 31-15-401, C.R.S.; § 30-20-107, C.R.S.; §31-15-103, C.R.S.; Article XX, § 6 of the Colorado Constitution and other applicable authority, each of the Parties has the legal authority to adopt ordinances or resolutions regulating solid waste disposal, including the performance of solid waste hauling services in their respective jurisdictions.

WHEREAS, the Parties believe that the cooperative regulation of solid waste disposal and licensing of solid waste haulers will provide an efficient and effective means of implementing and enforcing solid waste management policies.

WHEREAS, the Summit County Resource Allocation Park, (“SCRAP”) is the only permitted solid waste disposal facility located in Summit County and is operated by the County in conjunction with the County’s recycling, composting and other solid waste management programs and facilities on County-owned property within the Summit County Resource Allocation Park Planned Unit Development.

WHEREAS, the SCRAP contains the public site where solid waste generated within Summit County was historically dumped on federal lands prior to the adoption of modern federal and state solid waste disposal laws and regulations.

WHEREAS, Summit County acquired the SCRAP property from the United States of America pursuant to an Act of the United States Congress, Public Law 101-631, for solid waste disposal and continued improvement in local solid waste disposal operations.

WHEREAS, pursuant to Public Law 101-631 and the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA” or “Superfund”) Summit County further entered into a covenant with the United States that indemnified the United States from various environmental liabilities associated with solid waste disposal at the SCRAP.

WHEREAS, Summit County has invested tens of millions of dollars of public revenues in the SCRAP improvements and operations to continually mitigate and eliminate the environmental impacts of the site from past solid waste disposal, so that the SCRAP is now a modern solid waste disposal facility that engages in a wide range of waste diversion, recycling, and environmental remediation activities.

WHEREAS, significant additional operations are nonetheless required at the SCRAP to ensure that the currently approved facility design is completed and the environmental risks posed by past and present waste disposal continue to be adequately remedied.

WHEREAS, the Parties believe that the SCRAP is an important public resource and each of the Parties desire to consider designating and approving the SCRAP as its exclusive solid waste disposal site and facility to be used for the disposal of solid wastes generated within their jurisdictions in order to facilitate the community’s solid waste management goals, protect the public health and environment, and protect all the property owners and citizens of Summit County from potential future environmental liabilities.

WHEREAS, the SCRAP operations are funded by the revenue it generates through the collection of discarded solid waste materials and such revenue funds Summit County’s integrated and comprehensive solid waste management program, including compliance with state and federal environmental regulations.

WHEREAS, the transport of discarded solid waste collected in Summit County to disposal facilities located outside of Summit County has substantially reduced SCRAP revenue and therefore will detrimentally affect the SCRAP operations, including the funding of a variety of solid waste management programs in Summit County such as recycling operations and compliance with ongoing environmental goals and policies.

WHEREAS, the Parties desire to cooperate in the development and implementation of solid waste management regulations regarding solid waste hauling and disposal in Summit County in an effort to further the solid waste goals of the Parties, and to protect the SCRAP’s ability to continue its current waste management programs and operations in a consistent manner that is reasonable, necessary and in the best interests of public health, safety and welfare.

WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended, and article XIV, section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units.

NOW, THEREFORE, in consideration of the premises and of the respective covenants and undertakings of the parties hereto, the Parties agree as follows:

A. Purpose. The purpose of this IGA is to memorialize the Parties' agreement to cooperate in the development and implementation of a licensing and regulatory program applicable to the provision of solid waste hauling and disposal in Summit County and the Towns.

B. Definitions.

The term "Solid Waste" shall mean all putrescible and non-putrescible solid wastes discarded from any source including Recyclable Materials. The term "Solid Waste" shall exclude liquid wastes, sewage, sewage sludge, septic tank or cesspool pumpings; sand, asphalt, concrete, gravel, rock, dirt or other segregated construction materials to be used or reused in any construction project; timber, wood chips or vegetative matter hauled from the property where it is cut; agricultural wastes, solid or dissolved materials in irrigation return flows; industrial discharges which are point sources subject to permits under the provisions of the Colorado Water Quality Control Act; materials handled at facilities licensed pursuant to the provisions on radiation control in article 11 of title 25, C.R.S.; exploration and production wastes as defined in section 34-60-103(4.5), C.R.S. except as such wastes may be deposited at a commercial solid waste facility; excluded scrap metal that is being recycled; shredded circuit boards that are being recycled; discarded or abandoned vehicles or parts thereof; residential appliances; materials used as fertilizers or for other productive purposes; household hazardous wastes; and hazardous materials as defined in the rules and regulations adopted by the Hazardous Materials Transportation Act of 1987.

The term "Solid Waste Hauler" shall mean any person or company in the business of collecting, transporting or disposing of Solid Waste for a fee or other compensation to a landfill, disposal site, transfer station or other like facility.

The term "Recyclable Materials" shall mean Solid Waste from any residential, commercial or other source that is collected separately for the purpose of such material being re-processed into new or different products or packaging materials, provided that such material has been designated by the Licensing Authority as recyclable as provided in Section 3 below.

The term "Transfer Station" shall mean a facility at which refuse, awaiting transportation to disposal site, is transferred from one type of containerized collection receptacle and placed into another or is processed for compaction. "Refuse" means all forms of solid waste, including garbage, rubbish, trash, recyclable materials, and similar material.

The Summit County Resource Allocation Park (SCRAP) shall mean the solid waste disposal site and facility owned and operated by Summit County located at 639 Landfill Road, Dillon, CO 80435.

Unless otherwise defined herein or as may be in conflict with the terms and intent of this IGA, all terms shall have the same meaning as provided in Section 30-20-101 et seq., C.R.S.

C. Development of a Solid Waste Hauler Licensing Program. The Parties shall work cooperatively to develop a Solid Waste Hauler licensing program to be administered by the County and its authorized designees, which applies to all Solid Waste Haulers doing business in the unincorporated part of Summit County and in the Towns.

D. Development of Solid Waste Disposal Regulations. The Parties shall work cooperatively to develop Solid Waste disposal regulations, including a requirement that Solid Waste generated in their respective jurisdictions be deposited at the Summit County Resource Allocation Park, with such exceptions as are provided in the regulations.

E. Adoption of Ordinances or Resolutions. The Parties shall each consider the adoption of such ordinances or resolutions as may be necessary to implement the intent and provisions of this IGA.

F. General Provisions.

1. Entire Agreement. This IGA constitutes the entire agreement and understanding between the Parties on the subject matter hereof, and supersedes any prior agreements or understandings relating to the subject matter of this IGA, except for other written agreements and understandings referred to herein.

2. Modifications. No modification or waiver of this IGA, or modification of any covenant, condition, or provision herein contained, shall be valid unless said modification is approved by each of the Parties in writing.

3. Severability. All agreements and covenants contained herein are severable, and in the event that any such agreement or covenant is held invalid, by a court of competent jurisdiction, this IGA shall be interpreted as if such invalid agreement or covenant were not contained herein.

4. Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights and actions relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person. It is the express intention of the Parties that any person or entity other than the Parties receiving services or benefits arising from the performance of this IGA shall be deemed to be an incidental beneficiary only.

5. Applicable Law; Governing Law; Venue. The Parties shall endeavor to adhere to all applicable federal, state, and local laws, rules, and regulations that have been or may hereafter be established. This IGA shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue for any action concerning this IGA or the matters provided for herein shall be proper solely in the Summit County District Court.

6. Governmental Immunity. No Party hereto intends to waive, expressly or implicitly, by any provision of this IGA, the monetary limits or any other rights, immunities and protections

provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time, or any other privilege or immunity provided by law.

7. Appropriation of Funds.

a. Notwithstanding anything herein to the contrary, the obligations of each individual Party under this IGA shall be, where appropriate, subject to the annual appropriation, by that Party's governing body, of funds sufficient to meet those obligations provided herein. In the event that sufficient funds are not so appropriated by any Party, as required hereunder, this IGA may be terminated by any Party. Upon the termination of this IGA by one Party, this IGA shall continue as to the other Parties, unless otherwise agreed by the other Parties.

b. No obligation provided in this IGA is intended to or shall be interpreted to constitute a multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

8. Obligations. Except as otherwise stated herein, each Party is required to carry out and perform all the obligations of a Party under this IGA independently of the actions of any and all other Parties. No Party shall be responsible or liable for the failure of any other Party to perform its obligations herein.

9. Indemnification By the County. The County will indemnify and defend the Towns, their officers, employees, insurers, and self-insurance pools, against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, arising out of or in any manner connected with the adoption of the regulations or ordinances contemplated by this IGA and the County's administration and enforcement of the same, or arising out of or in any manner connected with this IGA, except to the extent such liability, claim or demand arises through the negligent or wrongful act or omission of the Town, its officers, employees, or agents, or the Towns' breach of this IGA. To the extent indemnification is required under this IGA, the County agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees. The County's indemnity obligation under this Section shall survive the termination of this IGA, and shall be fully enforceable thereafter, subject to any applicable statute of limitation.

10. Waiver. The failure of any Party to exercise any of its rights under this IGA shall not be deemed to be a waiver of any rights provided for under this IGA.

11. Attorney's Fees. If an action is brought to enforce this IGA, the prevailing party shall be entitled to reasonable attorney's fees and costs.

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

13. Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their respective successor governing boards.

14. Approval By Governing Boards or Other Authority. In accordance with Section 29-1-203(1), C.R.S., this IGA will not become effective unless and until it has been approved by the governing bodies of each of the Towns and the County, or by such persons as has the power to approve this IGA on behalf of each of the Towns and the County.

15. Counterparts. This IGA may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto, through their authorized representative, have executed this **Intergovernmental Agreement Regarding the Collection, Transportation and Disposal of Solid Waste in Summit County, Colorado** effective on the date first written above.

**BOARD OF COUNTY COMMISSIONERS
SUMMIT COUNTY, COLORADO**

**TOWN OF BRECKENRIDGE,
COLORADO**

By: Scott Vargo, County Manager

By: Rick G. Holman, Town Manager

TOWN OF DILLON, COLORADO

TOWN OF FRISCO, COLORADO

By: Tom Breslin, Town Manager

By: Bill Efting, Town Manager



MEMORANDUM

TO: Rick Holman, Town Manager
Shannon Haynes, Assistant Town Manager

FROM: Scott Reid, Director of Recreation

DATE: January 17, 2017

SUBJECT: Breckenridge Recreation Center Operational Hours

This memo pertains to the operational hours of the Breckenridge Recreation Center. In response to numerous public comments and consistent customer demand, I recommend altering the *weekday* Recreation Center operational hours to open at 5:30am instead of the current 6:00am. This weekday half-hour operational change will enhance our customers' experience, improve access to our popular morning classes, and result in no additional expenditure of staffing funds. However, the change may result in a minor electrical utility cost increase for an additional 2.5 hours of public lighting per week within the facility. Pending support from the Recreational Advisory Committee and Town Council, I would like to make this change effective February 1, 2017.

Background

Operational hours of the Recreation Center have been a longstanding discussion topic for customers, staff and Town Council. It is easy to find varying and contrasting opinions regarding the ideal facility hours. As evidence, there are multiple previous staff memos addressing changes to the operational hours before, during, and after the 'Great Reset.' The Recreation Department consistently receives customer comments seeking extended operational hours- both in the morning and evening. Based on this input, I recently asked the front desk staff to compile use data of the facility at opening (currently 6:00am M-F, 7:00am Sat. and 8:00am Sun.) and during the evening (thirty minutes and five minutes prior to closing, currently 9:00pm M-F and 7:00pm on weekends).

The data helped inform the proposed operational hour change and indicated that the facility receives considerable use prior to 6:15am M-F. There is consistently a line of over twenty guests outside of the front doors prior to the current 6:00am weekday opening. Also, many of our most popular group fitness classes occur M-F at 6:15am. Conversely, the recent evening counts (thirty minutes and five minutes prior to closing) revealed tapering customer demand prior to closing.

As a staff, our goal is to "right size" the operation to maximize the recreational value to customers while also minimizing staffing costs and administrative overhead. We strive to strike a balance between offering "anytime" fitness access and paying extra staffing costs during slow times.

Given these dual goals, I believe we can open the facility at 5:30am M-F to accommodate the consistently strong demand during the morning timeframe. This additional 2.5 hours of staffing per

week would be covered by the Front Desk Leads- full-time, salaried employees who are already expected to arrive for their shift at approximately 5:30am under the current operational structure. By arriving at 5:00am or even 5:15am to accommodate a 5:30am opening, the salaried Front Desk Lead could cover the proposed operational hours with no direct staffing budget impact. This minor operational shift would still allow for enough “crossover” communications between the morning and afternoon Front Desk shifts.

Despite continued customer comments seeking later evening hours, the data suggests that the demand in the evenings is much lower than in the mornings. Also, adding longer evening hours would stretch the effective “crossover” time between the morning and afternoon shifts, likely affecting communication between staff and compromising our customer service.

As a result, I am recommending opening the Recreation Center facility at 5:30am M-F year round and starting morning group fitness classes at 6:00am to allow more time for our early rising customers to enter the building, prepare for fitness classes, attend the classes, and then exit the facility in time for their morning work commute. This concept has been recently vetted with various fitness class attendees and instructors, who have expressed strong support for the proposed change.

Conclusion

A 5:30am opening on weekdays year round would significantly enhance the customer experience with very limited budget impacts. The recommended change would address some, but not all, of the hours-related customer comments we receive. However, this operational change would benefit the highest number of customer demands while minimizing impacts on budgets and staff coverage/communication. I would like to present this concept to the Recreation Advisory Committee on 1/19/17 and implement this change on 2/1/17. Thank you for your input.

Memorandum

TO: TOWN COUNCIL
FROM: Dale Stein P.E., Town Engineer
DATE: January 18, 2017
RE: Public Projects Update

CIP Project Updates

Four O'clock Roundabout (1-24-17)

Schedule: Staff has been meeting to coordinate the public notice campaign for the project and associated detour of Park Ave. Notification efforts will include the use of social media, special outreach to affected lodging, door-to-door engagement with businesses, correspondence with area HOA's, attendance at local association meetings, notification to emergency responders, email, and newspaper ads. Engineering Staff has also begun to meet with adjacent property owners to update them on the project and construction schedule. The project is scheduled to begin in April and be completed in early July, with traffic back open to the public prior by July 1st.

Park avenue, between the F-Lot Entrance and Ski Hill Road will be closed to through traffic for the duration of the project and traffic will be detoured to Main Street. Access to all Park Avenue businesses will be maintained during the construction. Access to the Tiger Dredge Lot will be provided on Adams Avenue, which will be signed for two-way traffic with no parking allowed.

Pedestrian access to the Riverwalk Center and Blue River Plaza will be detoured to Ski Hill Rd and along the pedestrian pathways on the west side of the Blue River (near River Mountain Lodge).

Budget:

Project Funding	2011	2013	2015	2017	Total
CIP Budget	100,000	150,000		775,000	1,025,000
CIP Supplemental			100,000		100,000
CDOT IGA		600,000	800,000		1,400,000
Total Budget					2,525,000
Project Estimated Cost					2,225,000



MEMORANDUM

To: Mayor and Town Council
From: Staff
Date: January 17th (for January 24th work session)
Subject: Parking & Transportation Update

Below is a brief update on Parking and Transportation projects. Staff will add new projects to this list as they are developed and discussed with Council.

Active Projects - New Updates

Transit & Parking Information Technologies (Work Session 01-24-17)

Schedule: TOB staff is currently conducting reference checks for 2 Technology Companies. Staff anticipates selecting a company by Jan. 31st. The start of the technology project is anticipated to be spring 2017.

Budget: \$500,000 (Currently in 2016 CIP Budget)

Priced Parking (Work Session 1-24-17)

Staff has ordered new decals for the sides of each parking kiosk with larger zone numbers in an effort to make them more visible.

Employees who typically park in the Tiger Dredge lot and have been displaced by the Snow Sculpture event were provided additional options to park for three weeks. These options include: the eastside of Primrose, Upper Exchange lot and Wellington Lot on all days.

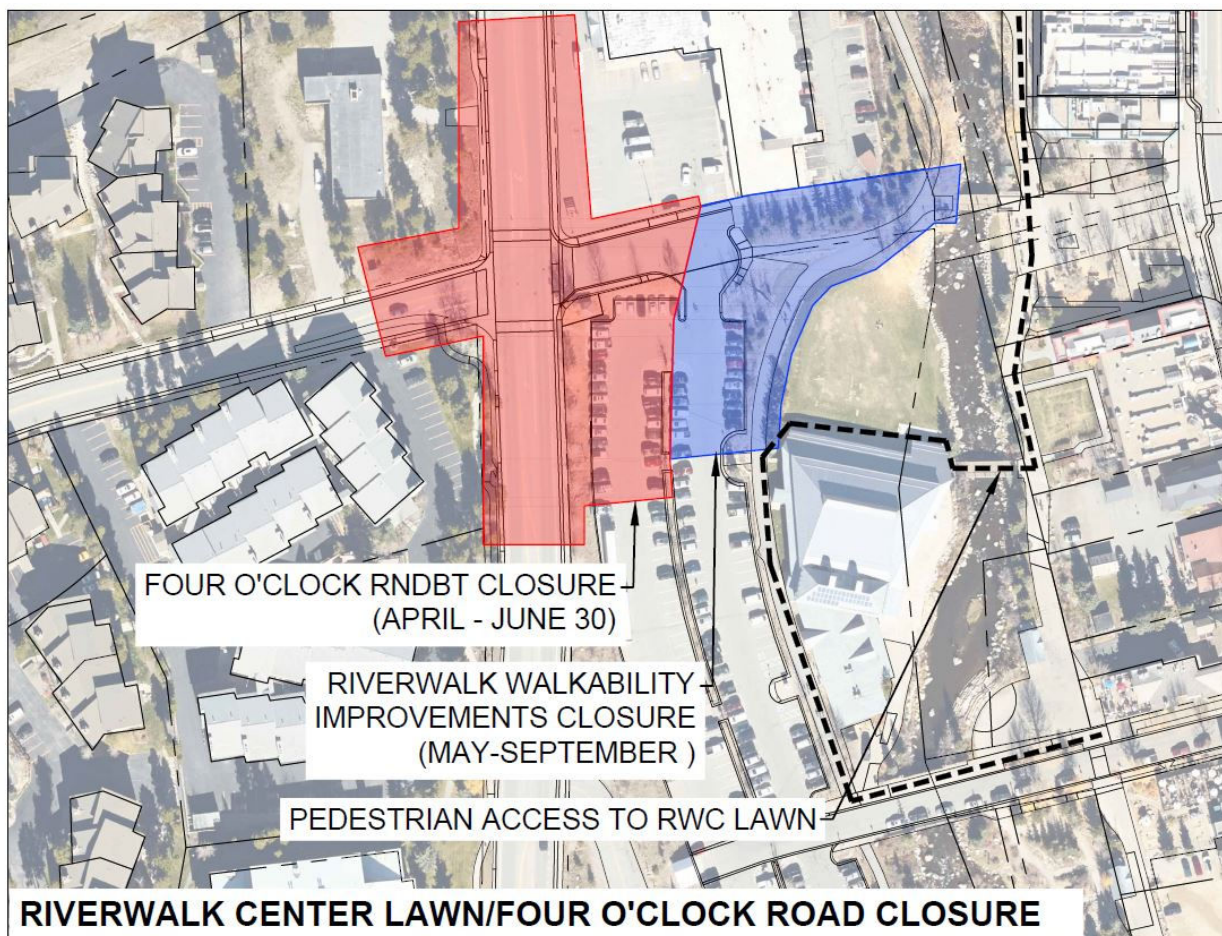
Staff is collecting and analyzing the 6-week parking data and will present it to the Breck Forward Task Force for recommendations regarding potential changes based on occupancy. The recommendations will be forwarded to council in February.

This week Parkeon is testing a new, easier to understand user interface. The new UI will help reduce the number of “user errors” especially those related to free time and improper credit card entry. All of the machines should be updated next week.

Passport sent a note congratulating the Town for having over 13,000 mobile pay transactions during our first month. Their staff found that an amazing number and congratulated the Town for its success.

Riverwalk Walkability Improvements (Work Session 01-24-17)

Schedule: Staff has been working with the design team to finalize the Construction Documents for the pedestrian improvements and Paley sculpture plaza adjacent to the Riverwalk Center. 90% Construction Documents are under review and Final Construction Documents will be issued for a bid advertisement date of February 3rd and bid opening on February 17th. Construction is scheduled to begin in early May and completed by the end of August. Pedestrian access to the Riverwalk Center (RWC) and lawn will be detoured to Ski Hill Rd and to the pedestrian bridge adjacent to the east side of the RWC. A portion of the RWC lawn and Tiger Dredge Parking Lot will be closed for the duration of the construction, which may impact some special events that have previously utilized these areas. Staff is working on coordinating all public notices and providing schedules to SEPA, Breckenridge Creative Arts, and other impacted partners.



Budget:

Project Funding	2016	2017	Total
Town P&T Funds		1,400,000	1,400,000
P&T Appropriation	250,000		250,000
Budget Total			1,650,000

Outreach & Communication (Work Session 1-24-17)

Outreach & Communications

As a way to celebrate the Free Ride's 20th anniversary, the Downtown Trolley rode in the Ullr parade along with Town Council and staff members walking alongside handing out coupons for the Passport Parking app. "How To" videos (Pay-by-Plate and Passport App) continuing to run on local outlets (Outside TV-8, SCTV-10, Welcome Center, ToB.com).

Social Media

Facebook

282 new page likes

Breck Forward Posts with the largest reach were "Thank a Plow Driver" and "Free Ride Record Day"

Twitter

86 new followers

26,000 impressions

Breck Forward Tweets with the highest impressions were "Thank a Plow Driver" and "Parking Changes for Snow Sculpture"

Instagram

58 new followers

229 likes

In Development: Free Ride's 10 millionth rider promotion

Active Projects - No Updates

Village at Breckenridge Pedestrian Crossing Safety Improvements (12-13-16)

Block 11 Bus Turnaround (Work Session 9-27-16)

Four O'clock Pedestrian Improvements (Work Session 9-13-16)

F-lot Pedestrian Connection (Work Session 9-13-16)

Huron Landing Bus Stop (Work Session 8-23-16)

Rideshare Partnership – Upper Warriors Mark (Work Session 11-08-16)

Ride Share Partnership (Work Session 12-13-16)

Park Avenue Traffic Modeling (Work Session 1-24-17)

RWC Pedestrian Connection (Work Session 1-10-17)

The Housing Committee held their regular monthly meeting on January 10, 2017. Both Committee members (Mike Dudick and Wendy Wolfe) were present. Laurie Best, Peter Grosshuesch, and Rick Holman were also present. The following issues were discussed:

Lincoln Park Vertical Subordinations:

Staff received a letter from Brynn Grey dated 12/26/2016 requesting the Town increase the subordination caps that were established in 2015 for the construction loans for Lincoln Park (62 deed restricted/16 market). These caps were established in the *Fourth Amendment to Annexation Agreement* in order to minimize the risk of a foreclosure that would wipe out the deed restriction. When the Town executes a subordination, the deed restriction is at risk because the deed of trust for the construction loan is placed in first position in front of the covenant. If the developer were to default on the construction loan, and if the lender were to foreclose on the deed of trust, the lender would acquire the property from the Public Trustee without any restrictive covenant. Therefore in 2015 the annexation agreement established certain caps to minimize the risk. These caps were based on the developers anticipated development schedule. The pace of construction and sale of Lincoln Park has exceeded the developer's expectations and they are requesting the caps be increased. The current caps are a maximum of 23 homes at one time (of which 15 were 80% AMI units and 8 were over 80% AMI units) and a maximum outstanding loan balance of \$5.6m (\$3.6m for the 80% AMI units and \$2m for over 80% AMI units). With the 80% AMI units all completed and significant demand for the rest of the homes, the developer is requesting the cap be modified to 13 homes at one time with maximum loan balance of \$6m. This would allow the developer to continue the pace, delivering 25-30 homes each year (2016, 2017, 2018). Without the increase the pace would drop to about 10 homes per year (2016, 2017, 2018, 2019, 2020, 2021, 2022). The developer has completed/closed on 21 homes, has 9 under construction, and another 25 under contract. Staff supported the request which would expedite the buildout because the new caps (and risk) are not significantly higher than previously approved.

Committee Comments:

The Committee was OK with the request-agreed that risk of foreclosure was minimal and would like to see the project completed sooner rather than later given the demand.

Denison Placer 1:

Site Plan Revisions:

The development permit was submitted for a Town Project and is scheduled for PC on Feb 7th. Staff continues to work with the architect on final plan details, site plan, floor plans, elevations, unit mix, and exterior materials. Staff will share the material boards and elevations (especially from Highway 9) as soon as they are available. The goal is to begin vertical construction in the spring after final approval of the proforma by the Council. Staff also advised the Committee that we have been approached by the adjacent property owner (Broken Compass) in regard to a plan reconfiguration for the remnant parcel (Tract D3) which is part of the current project. When we receive more details we will present that information/request to the Committee and ultimately the Council.

Business Plan/Proforma:

The preliminary proforma which was presented to the Committee in December indicated that the projected cost to the Town after sale proceeds is approximately \$2.1m for 77 units (\$28,000 per unit). This does not include any revenue from the sale of the apartment buildings which could further reduce the Town's net cost. That proforma was based on very early pricing and on certain AMI targets/price points. When the plan details (including the unit count and site plan) are finalized, and when updated pricing is available in March, staff will provide updated proformas at different AMI's for the Committee/Councils consideration.

Marketing/Pre-sales:

Staff requested authorization from the Committee to begin the pre-sale/marketing process. Staff recommended issuance of an RFP to bring on a marketing/sales professional to manage the rollout of the project as well as all of the sales transactions for the townhomes as well as the apartments. The tasks include listing the apartment buildings for sale, planning and executing a launch/marketing of the project, working in partnership with Summit Combined Housing Authority (SCHA) on the buyer pre-qualifications, and closing the sales.

Committee Comments:

The Committee was OK with the work that is underway relative to Denison Placer –important to vet the sales/marketing proposals and fees to insure they are including sufficient time to perform all of the tasks, including managing 59 townhome sales contracts. Also important that they plan for coordination/collaboration and some compensation to the SCHA

Huron Landing:

Staff will update the Council on January 24th in regard to the BOCC discussion of project rules and regulations which is scheduled for 11am on January 24th.

HP Ventures Development Proposal:

Staff advised the Committee that we have received several inquiries in regard to deed restricted workforce housing development opportunities/partnerships. The most recent was a proposal from HP Ventures Group, LLC out of Chicago for apartment development. The Committee reviewed a powerpoint presentation prepared by HP. HP did not attend the Committee meeting, but the powerpoint illustrated their model. The key to their proposal is the ability to attract capital from investors with a minimum 6.5% CAP rate. They included a plan to build up to 500 bedrooms in 20 buildings with a cash investment of approximately \$20,000 per bed from the Town (in addition to land donation and fee waivers, and assuming construction cost of \$250/sf). This financing was based on an efficiency model, similar to Breck Terrace, which generates more revenue per square foot than typical apartments because of the shared kitchen and common space. This model reduces construction costs and increases NOI thereby increasing the CAP rate. The HP proposal also identified other apartment styles that could be considered, including vertical stacked efficiency/dormitory and micro units, but they did not provide a specific subsidy request for those models. HP was interested in moving forward with the Town to firm up a business deal as well as the architecture and pricing.

Given this proposal is not the first inquiry that staff has received, staff suggested that the Town should consider issuing an RFP so we could evaluate multiple offers in a transparent and open process.

Committee Comments:

The Committee appreciated the detailed presentation that was offered by HP and acknowledged that \$20,000 a bed was compelling. But, there was concern that the dormitory/efficiency design targets a specific segment of the rental market but doesn't necessarily support year round, long term, or higher AMI tenants. There was also some concern that the buildings would not be architecturally compatible with the vision for Block 11 and that the Town would contribute the land and the subsidy, but not retain any ownership in the asset. The Town retains some ownership in the other rental developments (PW1, PW2, HL). The Town also retains some level of management/operation responsibility and opportunity for proceeds from those projects. Lastly, the Committee was concerned about process for partnerships-specifically that any partnerships would need to be vetted through an RFP process. It was decided that the Town should discuss the Town's development business plan/role at an upcoming Council meeting-specifically the option of subsidizing the investor/developer who, for a fee, would be fully responsible for all aspects of the project construction and operation verses the current model with Town as developer/investor/owner/manager.

AMI/DEED RESTRICTIONS:

The use of AMI to calculate maximum appreciation for deed restricted units was on the agenda-however the BOCC postponed their AMI discussion until February 7th. This issue will be added to an upcoming Committee meeting. In the meantime, staff will send out the County staff report which describes the AMI issue. As the Town prepares for the sale of the DP units, we will be reviewing all the elements of a deed restriction (appreciation rate, real estate fees, capital improvements, employment, occupancy, etc.) to insure the new DP Restriction meets the Councils goals for that project.

MEMO

TO: Mayor & Town Council
FROM: Rick Holman, Town Manager
DATE: January 19, 2017
SUBJECT: Committee Reports for 1-24-2017 Council Packet

BRECKENRIDGE EVENTS COMMITTEE **January 4, 2017** **Kim Dykstra**

Events and Activities

- A. Spartan Race** - BSR is discussing route changes with Spartan, looking at opportunities to connect BSR and town trails that would work for both entities; more discussion to come.
- B. Dew Tour** - ToB has encountered a few challenges; BEC discussed noting some issues were related to the Dew Tour vendors. BEC recommends more guidelines be put in place to hold Dew Tour and their vendors accountable, including restructuring the Lodging component. BCA noted positive feedback on Powder awards and Riders poll nights at the RWC, although agreed communication efforts need to be improved internally with Dew Tour organizers. BSR continues their recap with Dew Tour and they are requesting media value/coverage comparisons.
- C. Wine Classic** - BCA reported that Domus Pacis has agreed to move their concert to Friday, Sept. 15, opening up Saturday, Sept. 16th for the Wine Classic. BEC appreciates BCA's assistance in making this happen as it is a win-win-win-win (Domus Pacis, BTO, Wine Classic, Ridge St. merchants and the community).
- D. Double B Half Marathon** – BTO received an invitation to host this event; possibly up to 2500 athletes, noting they are flexible with summer 2017 dates. Upon discussion, BEC determined this event could be considered should Spartan not happen; and recommends further vetting of this event; keeping this event open, if not for this year, possibly could be viable for a future year.

General Updates and Discussions

- A. Events and Economic Impact** - Lucy indicated Vail ranks potential events on a 1-10 matrix, with the strategy of looking at how the event drives group business and the level of town resources needed. BEC will revisit a similar matrix at end of the winter and summer seasons to examine original expectations and actual performance/success of event; to be added to the April/May (for winter events) and Oct/Nov (for summer/fall events) agendas annually.
- B. Breckenridge Arts District guidelines and policies** – BCA (Saam) stated the process is progressing and anticipates the document to be finalized by the end of January; it will be similar to RWC's which was reviewed (from BCA website) and provides that the six "resident companies" non-profit partners (such as BTO) are provided preferential opportunities. BEC discussed the scheduling of events, opportunities that arise, for-profit third-party vendors and in-kind grants. Keeping lines of communication open is key, as well as looking on a case by case basis
- C. Breck Epic and BIFA Scheduling Coordination** – BCA has set up a meeting with Breck Epic (Mike McCormick) to discuss scheduling, facilities, resources, etc. as these events overlap. Dick requested that he be invited to attend as an observer.

SEPA Review

- A. Reviewed agenda for SEPA Review Group.**
- B. Misc item** – Main St. Station will be hosting a gumbo cook-off during Mardi Gras.

Miscellaneous

- A. Next "alcohol related events sub-committee"** is scheduled for Mon., Jan. 9 at 9 a.m.; Carrie Benefiel with Rocky Mtn Events (MSS events) was invited to attend.
- B. As the Spartan Race is scheduled for Sat., Aug. 26,** BEC suggest RME/MSS also look at Aug. 19 for **Breck Bourbon and Bacon** event; Carrie will review and report back to BEC.

BRECK FORWARD TASKFORCE **January 10, 2017** **Shannon Haynes**

Current Representatives: Brandon Gonski, Peyton Rogers, Robin Theobald, David Levinson, Jeri Heminghous, James Phelps, Gary Shimanowitz, Dan Corwin, Julie Chandler, Currie Craven, Peter Bakken, Hal Vatcher, Marsha Cooper/Amy Evans

The Breck Forward (P&T) taskforce met on Tuesday, January 10th. The following was discussed:

- **Highway 9 Engineering report:** Town Manager, Rick Holman, provided the group with a brief overview of the preliminary information from the Highway 9 Engineering review. Town staff is meeting with the

engineering consultants on Friday, January 13th and the final report will be provided for the upcoming Council meeting. The executive summary and link to the full report will be provided for public viewing and sent to the taskforce.

- **Paid Parking Update:** Police Chief, Dennis McLaughlin, provided an update on paid parking, including successes, fixes, and current concerns. New stickers, some with larger zone numbers, have been placed on machines. A customer service call-in number has been posted on the kiosks and is answered by police department staff during paid parking hours. Town staff is currently assessing the need for more signage, larger signage, and improved lighting near kiosks. The group asked questions, including an inquiry on the feasibility of a grace period after a session ends. Police Department staff will assess options for system improvements and report back.

An assessment of the progress with paid parking will be conducted after January 15th (6 weeks into the paid parking program) to determine if changes are necessary.

- **Employee Parking:** The group discussed the availability of the Wellington lot for employees. Police Department staff are reviewing occupancy numbers and assessing the feasibility of expanding employee use of the lot. At the meeting it was decided that employees would be allowed to park in the Wellington lot on both MLK day and Presidents day – normally black out days.

The availability of employee parking during snow sculpture was also discussed. The police department is reviewing the possibility of providing additional locations during this three week time period (e.g. Upper Exchange lot).

- **Transit:** James Phelps provided a brief update on the success of the transit system in 2016.
- **Taskforce to Advisory:** The group did not talk about this topic and it will be placed on a future agenda.

Next meeting: Tuesday, January 31st at 8am in the Lower Level Conference Room at Town Hall

SUMMIT STAGE ADVISORY BOARD **January 11, 2017** **James Phelps**

Summit Stage Director provided a Smart Bus technology update indicating that they are still having issues with their automated passenger counting (APC). They are working on the issue and hope to have it resolved soon before they do a software update and add more features. Financials look good with a decrease in operating expenses from last December of 5.3%, decrease in maintenance costs of 4.6%, decrease in fuel costs of 1.5% and tax receipts are up 5.69% YTD through September. Marketing efforts are underway to recruit more transit drivers. They recently did a TV8 spot for recruiting. In December a few routes showed an increase in ridership but there was a slight decrease for the month on certain routes. This may be due to a later start for the winter season and cut back in services. Transit Center Master Plan design is moving forward with RNL Design to begin Phase 1 in 2018. The Board agreed to take the transit sales tax initiative to the BOCC for review and to determine if this is something that will be placed on the ballot. Both Summit County and Silverthorne indicated that increasing sales tax would be a tough sell for voters. However, the aging fleet is a concern and how to pay for new buses is an issue. In the memo to the BOCC the option to charge a fare for the bus services is discussed as another option to generate funds. Summit Stage stated that over the past few weeks the traffic, weather and road closures have all impacted on time performance. They may look into ways to change routes so that buses do not have to drive all over the county. Instead, isolating routes/loops to one side of the county or might help delays.

Committees*	Representative	Report Status
CAST	Mayor Mamula/ Erin Gigliello	No Meeting/Report
CDOT	Rick Holman	No Meeting/Report
CML	Rick Holman	No Meeting/Report
I-70 Coalition	Rick Holman	No Meeting/Report
Mayors, Managers & Commissioners	Mayor Mamula/ Rick Holman	No Meeting/Report
Liquor and Marijuana Licensing Authority	Helen Cospolich	Included (Attached)
Summit Stage Advisory Board	James Phelps	Included
Police Advisory Committee	Chief McLaughlin	No Meeting/Report
CMC Advisory Committee	Rick Holman	No Meeting/Report
Recreation Advisory Committee	Jenise Jensen/Scott Reid	No Meeting/Report
Workforce Housing Committee	Laurie Best	Verbal Report

Child Care Advisory Committee	Jennifer McAtamney	Included Under Work Session Agenda Item
Breckenridge Events Committee	Kim Dykstra	Included
Parking and Transit Taskforce (Breck Forward)	Shannon Haynes	Included

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

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



**TOWN OF BRECKENRIDGE
LIQUOR & MARIJUANA LICENSING
AUTHORITY
ANNUAL REPORT
2016**

Authority Members:

**Jeri Beth Katz, Chair
David Blank, Vice-Chair
Turk Montepare
William H. Tatro, III
Leigh Girvin**

Number of liquor applications acted upon: 135

- New License/Public Hearing: 9
- Transfer of Ownership: 8
- Renewals: 90
- Modification of Premises: 16
- Change of Manager: 5
- Art Gallery Permit: 1
- Change of Trade Name: 3
- Change of Corporate Structure: 3

In addition to the applications above, the Town Clerk approved seventy-seven (77) special event liquor permits.

Public Hearings – New Liquor Licenses

**Blue Flame Concepts, Inc. d/b/a Giampietro Pizzeria
100 N. Main St., #209 - #212
Hotel & Restaurant License

Blue Sage Spa, Inc. d/b/a Blue Sage Spa
224 S. Main St.
Beer & Wine License

BHB Breckenridge, LLC d/b/a Bangkok Happy Bowl
103.5 N. Main St.
Hotel & Restaurant License

RMU Retail, LLC d/b/a Rocky Mountain Underground
114 South Main Street
Tavern License

Hockeytown Holding Corp. d/b/a Robbie's Tavern at the Berghof
1627 Ski Hill Road
Hotel & Restaurant License

Hotel Breck, LLC & Urgo Hotels LP d/b/a Residence Inn Breckenridge
600 S. Ridge St.
Hotel & Restaurant License

Pho Real Foods, LTD d/b/a Pho Real
301 N. Main St.
Beer & Wine License

**505 Main, LLC d/b/a BoLD Kitchen and Bar
505 South Main Street, #B1
Hotel & Restaurant License

**DCB Café, LLC d/b/a Cool River Coffee House
325 S. Main St.
Hotel & Restaurant License

*Six of the nine new liquor licenses were for premises that were being licensed for the first time.

** Giampietro Pizzeria & Cool River Coffee House changed their licenses from Beer & Wine to Hotel & Restaurant. This change required them to apply for a new license. BoLD Kitchen and Bar is in a location that had been previously licensed, however, that license had expired and they had to apply for a new license.

Number of active liquor licenses: 101

Number of liquor licenses denied: 0

Number of marijuana applications acted upon: 17

- Public Hearing: 1
- Renewals: 10
- Modification of Premises: 5
- Change of Trade Name: 1

Number of active marijuana establishments: 4

Number of marijuana licenses denied: 1

Other highlights and actions during the past year:

On February 16, 2016, the Liquor License Authority held a show cause hearing for Fatty's Pizzeria, INC d/b/a Fatty's, to determine if there were violations of Regulation 47-910(A) of the regulations adopted by the Colorado Department of Revenue, Liquor Enforcement Division (Orderliness, loitering, serving of intoxicated persons) and Section 6-3F-10 of the Breckenridge Town Code (Failure to report). At the hearing the licensee was found to have violated Section 6-3F-10 of the Breckenridge Town Code (Failure to report).

On April 19, 2016, the Liquor Licensing Authority members were sworn in to the newly formed Liquor & Marijuana Licensing Authority (LMLA). At this meeting they adopted Resolutions concerning the transition from the LLA to the LMLA.

On September 20, 2016, the LMLA adopted an updated fee schedule to reflect the addition of a "Lodging & Entertainment" license which was new for 2016 in the State of Colorado.

On October 18, 2016, the LMLA held a show cause renewal hearing for 3 Franklin Holdings, LLC d/b/a The Rabbit Hole. At the hearing the licensee was found to have violated Section 4-14-15(A) of the Town's 2013 Marijuana Licensing Ordinance (licensed premise have been inactive, without good cause, for at least one year preceding the date of the renewal hearing). The license renewal was denied.

On November 18, 2016, Turk Montepare resigned from his position on the Liquor & Marijuana Licensing Authority.

Town staff would like to thank Turk Montepare for his 8 years of service on the Liquor & Marijuana Licensing Authority.

Submitted by:

Taryn Power, Deputy Town Clerk

Jeri Beth Katz, Chair
Town of Breckenridge Liquor & Marijuana
Licensing Authority

Helen Cospolich, Town Clerk
and ex-officio Clerk to the Liquor &
Marijuana Licensing Authority



**For the period of November, 2016
Tax Reports**

Department of Finance

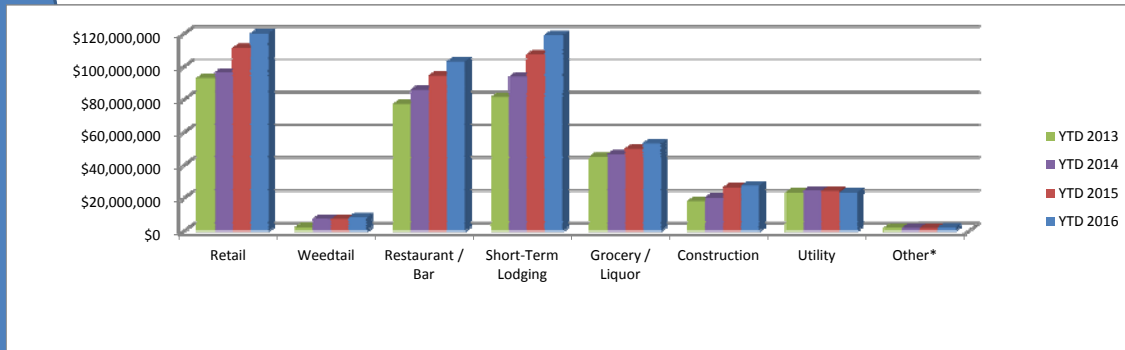
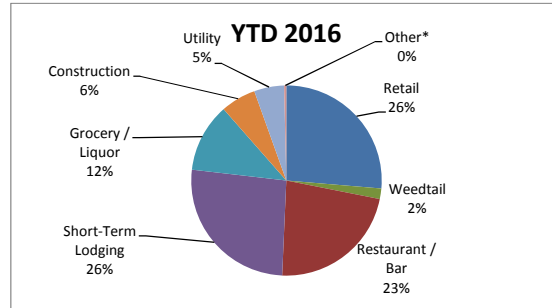
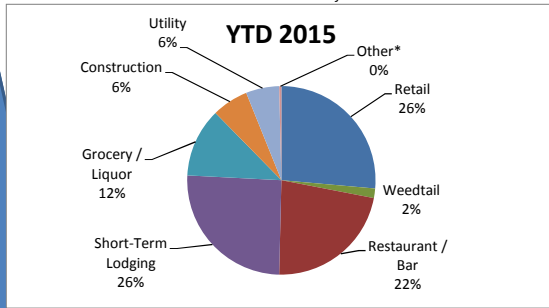


The Tax Basics

Net Taxable Sales by Industry-YTD

Description	YTD 2013	YTD 2014	YTD 2015	2015		2015/2016		2016
				% of Total	YTD 2016	\$ Change	% Change	
Retail	\$92,846,800	\$96,180,420	\$111,113,661	26.36%	\$119,931,094	\$8,817,433	7.94%	26.34%
Weedtail	\$2,188,683	\$7,015,797	\$6,944,783	1.65%	\$8,179,205	\$1,234,422	17.77%	1.80%
Restaurant / Bar	\$77,094,198	\$85,865,252	\$94,337,163	22.38%	\$102,827,685	\$8,490,522	9.00%	22.58%
Short-Term Lodging	\$81,297,097	\$93,528,999	\$107,283,261	25.45%	\$118,882,338	\$11,599,077	10.81%	26.11%
Grocery / Liquor	\$44,948,981	\$46,547,246	\$49,826,562	11.82%	\$53,030,690	\$3,204,128	6.43%	11.65%
Construction	\$17,851,401	\$20,225,990	\$26,338,002	6.25%	\$27,372,319	\$1,034,317	3.93%	6.01%
Utility	\$23,258,669	\$24,338,108	\$24,138,619	5.73%	\$23,209,745	(\$928,874)	-3.85%	5.10%
Other*	\$1,710,284	\$1,669,809	\$1,568,574	0.37%	\$1,882,502	\$313,928	20.01%	0.41%
Total	\$341,196,114	\$375,371,622	\$421,550,624	100.00%	\$455,315,578	\$33,764,954	8.01%	100.00%

* Other includes activities in Automobiles and Undefined Sales.



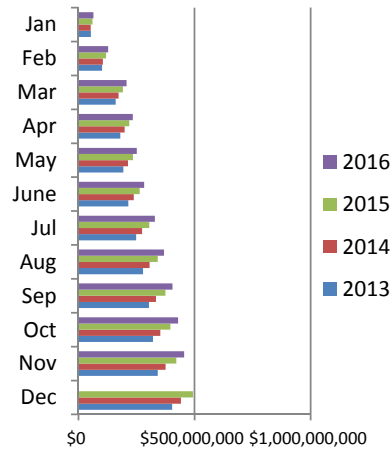
New Items of Note:

- November net taxable sales are currently ahead of November 2015 by 3.23%.
- Year-to-date, net taxable sales are currently ahead of the same period in 2015 by 8.01%.
- For November 2016, the Restaurant/Bar & Short-Term Lodging sectors were slightly down, as compared to November 2015.
- Distribution of disposable bags continues to experience an increase over prior year. In November, the increase was 13.61%, as compared to November 2015.

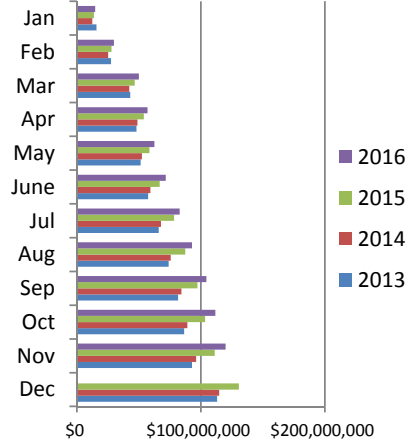
Continuing Items of Note:

- For the Construction sector in January 2015, a large one-time return was filed in relation to a single project. This was an anomaly that would not be expected to repeat in future years, hence the decline versus prior year in January 2016.
- As previously noted, the decline in the Utility sector is largely related to the recent decrease in gas and electric prices.
- In 2014, a new category was added to the Sales by Sector pages for the Weedtail sector. The category encompasses all legal marijuana sales, regardless of medical or recreational designation. The Retail sector has been adjusted to remove the sales previously reported in this category. The jump in sales from 2013 to 2014 can be attributed to the legalization of sales of recreational marijuana.
- A section on Disposable Bag Fees was added in 2014.
- Taxes collected from the customer by the vendor are remitted to the Town on the 20th of the following month.
- Quarterly taxes are reported in the last month of the period. For example, taxes collected in the first quarter of the year (January – March), are include on the report for the period of March.
- Net Taxable Sales are continually updated as late tax returns are submitted to the Town of Breckenridge. Therefore, you may notice slight changes in prior months, in addition to the reporting for the current month.
- "Other" sales relate to returns that have yet to be classified. Much of this category will be reclassified to other sectors as more information becomes available.

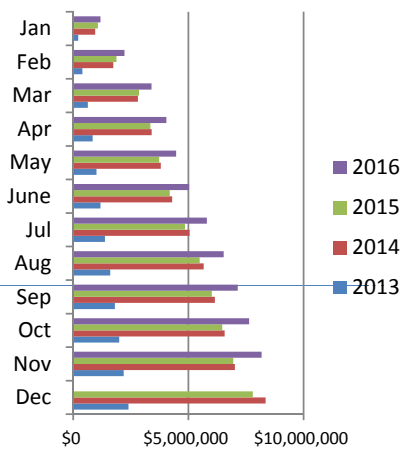
Net Taxable Sales by Sector - Town of Breckenridge Tax Base



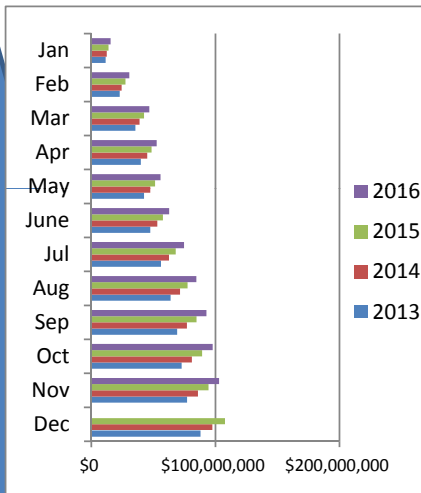
Total Net Taxable Sales					% change
	2013	2014	2015	2016	from PY
Jan	\$53,199,217	\$52,713,493	\$59,778,946	\$64,191,615	7.38%
Feb	\$48,217,663	\$52,461,980	\$58,633,516	\$63,758,867	8.74%
Mar	\$58,715,103	\$67,470,005	\$72,943,678	\$79,104,268	8.45%
Apr	\$19,724,600	\$26,107,900	\$27,369,308	\$26,737,874	-2.31%
May	\$13,064,320	\$14,169,479	\$15,633,759	\$17,603,319	12.60%
Jun	\$21,736,807	\$24,899,746	\$28,811,035	\$31,261,131	8.50%
Jul	\$33,575,108	\$36,089,390	\$41,676,266	\$46,561,388	11.72%
Aug	\$29,914,828	\$32,634,728	\$36,443,380	\$38,804,832	6.48%
Sep	\$25,223,179	\$26,998,483	\$33,393,204	\$37,026,880	10.88%
Oct	\$17,136,304	\$19,039,289	\$21,502,734	\$24,080,442	11.99%
Nov	\$20,688,987	\$22,787,130	\$25,364,798	\$26,184,961	3.23%
Dec	\$61,982,959	\$65,815,870	\$71,477,830	\$0	n/a
Total	\$403,179,073	\$441,187,492	\$493,028,454	\$455,315,578	



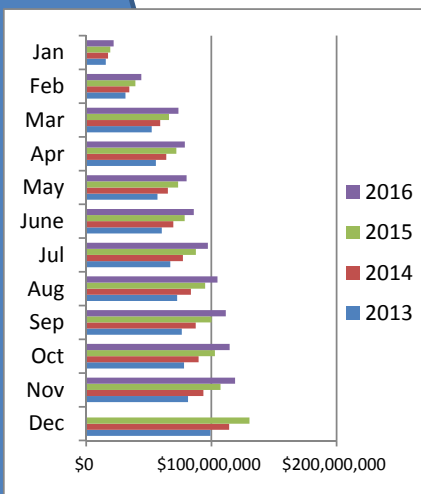
Retail					% change
	2013	2014	2015	2016	from PY
Jan	\$15,697,610	\$12,363,692	\$13,718,147	\$14,649,994	6.79%
Feb	\$11,769,051	\$12,793,367	\$14,133,207	\$15,137,222	7.10%
Mar	\$15,519,208	\$17,062,832	\$18,743,380	\$20,126,952	7.38%
Apr	\$5,022,682	\$6,519,400	\$7,402,725	\$6,967,156	-5.88%
May	\$3,427,961	\$3,683,107	\$4,426,096	\$5,529,192	24.92%
Jun	\$6,037,492	\$6,828,002	\$8,331,619	\$9,198,277	10.40%
Jul	\$8,547,378	\$8,573,645	\$11,587,624	\$11,294,014	-2.53%
Aug	\$7,917,565	\$7,864,702	\$9,065,141	\$9,955,404	9.82%
Sep	\$7,604,561	\$8,575,315	\$9,819,792	\$11,511,308	17.23%
Oct	\$4,962,359	\$4,851,702	\$6,220,184	\$7,314,348	17.59%
Nov	\$6,340,932	\$7,064,657	\$7,665,746	\$8,247,226	7.59%
Dec	\$20,195,662	\$18,533,243	\$19,558,368	\$0	n/a
Total	\$113,042,463	\$114,713,663	\$130,672,028	\$119,931,094	



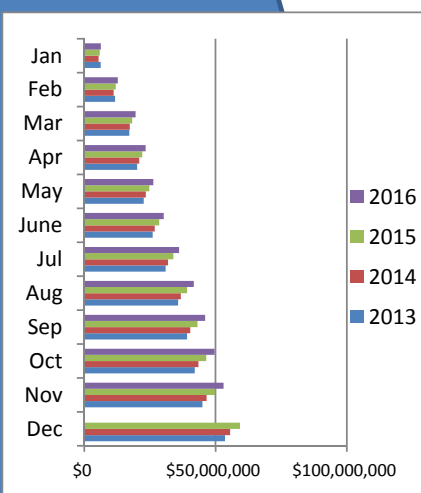
Weedtail					% change
	2013	2014	2015	2016	from PY
Jan	\$213,016	\$951,609	\$1,069,983	\$1,181,014	10.38%
Feb	\$182,322	\$787,796	\$809,146	\$1,045,184	29.17%
Mar	\$236,589	\$1,068,198	\$976,179	\$1,170,045	19.86%
Apr	\$207,583	\$597,513	\$496,701	\$647,524	30.36%
May	\$165,344	\$397,864	\$376,877	\$424,305	12.58%
Jun	\$173,564	\$493,672	\$463,026	\$561,981	21.37%
Jul	\$198,017	\$755,747	\$659,118	\$768,474	16.59%
Aug	\$226,347	\$612,329	\$638,780	\$731,985	14.59%
Sep	\$203,715	\$482,512	\$524,591	\$607,308	15.77%
Oct	\$189,368	\$425,385	\$453,781	\$499,149	10.00%
Nov	\$192,819	\$443,172	\$476,602	\$542,237	13.77%
Dec	\$205,254	\$1,336,055	\$846,691	\$0	n/a
Total	\$2,393,937	\$8,351,852	\$7,791,474	\$8,179,205	



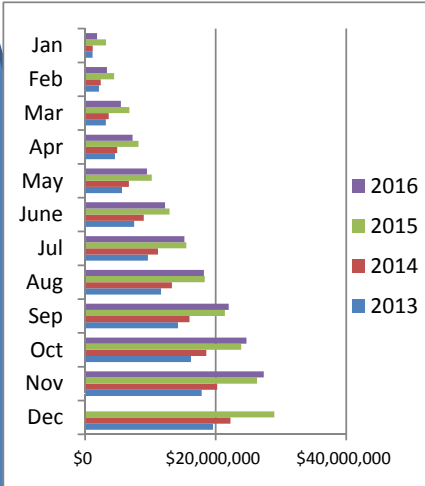
Restaurant / Bar					
	2013	2014	2015	2016	% change from PY
Jan	\$11,414,142	\$12,287,466	\$13,757,283	\$15,420,296	12.09%
Feb	\$11,354,396	\$12,055,279	\$13,618,840	\$15,065,159	10.62%
Mar	\$12,686,084	\$14,454,999	\$15,042,275	\$16,112,662	7.12%
Apr	\$4,318,506	\$6,151,210	\$6,024,685	\$6,031,662	0.12%
May	\$2,573,848	\$2,428,694	\$2,805,424	\$2,979,023	6.19%
Jun	\$5,012,435	\$5,693,974	\$6,313,126	\$6,963,372	10.30%
Jul	\$8,714,274	\$9,450,034	\$10,367,272	\$12,105,908	16.77%
Aug	\$7,761,726	\$8,837,677	\$9,544,980	\$9,887,496	3.59%
Sep	\$5,312,512	\$5,562,214	\$7,153,442	\$8,079,312	12.94%
Oct	\$3,521,868	\$3,968,441	\$4,590,142	\$5,101,553	11.14%
Nov	\$4,424,407	\$4,975,264	\$5,119,695	\$5,081,242	-0.75%
Dec	\$10,780,367	\$11,626,886	\$13,248,488	\$0	n/a
Total	\$87,874,565	\$97,492,138	\$107,585,651	\$102,827,685	



Short-Term Lodging					
	2013	2014	2015	2016	% change from PY
Jan	\$15,583,905	\$17,377,034	\$19,170,002	\$21,904,489	14.26%
Feb	\$15,757,914	\$16,998,349	\$20,143,506	\$22,027,957	9.36%
Mar	\$20,992,137	\$24,688,746	\$26,730,416	\$29,740,607	11.26%
Apr	\$3,275,311	\$4,919,887	\$5,948,425	\$5,065,824	-14.84%
May	\$1,236,077	\$1,277,562	\$1,384,455	\$1,440,902	4.08%
Jun	\$3,499,175	\$4,309,633	\$5,243,703	\$5,736,650	9.40%
Jul	\$6,822,490	\$7,585,705	\$8,911,224	\$11,241,906	26.15%
Aug	\$5,460,906	\$6,494,128	\$7,396,588	\$7,717,021	4.33%
Sep	\$3,680,454	\$3,810,927	\$5,203,091	\$6,586,567	26.59%
Oct	\$1,761,055	\$2,309,997	\$2,704,866	\$3,029,144	11.99%
Nov	\$3,227,674	\$3,757,030	\$4,446,985	\$4,391,270	-1.25%
Dec	\$17,868,566	\$20,684,133	\$23,108,212	\$0	n/a
Total	\$99,165,664	\$114,213,132	\$130,391,473	\$118,882,338	



Grocery / Liquor					
	2013	2014	2015	2016	% change from PY
Jan	\$6,202,934	\$5,396,818	\$5,825,759	\$6,250,584	7.29%
Feb	\$5,467,845	\$5,757,724	\$6,069,614	\$6,449,794	6.26%
Mar	\$5,450,296	\$6,142,314	\$6,296,838	\$6,769,678	7.51%
Apr	\$2,961,839	\$3,595,471	\$3,836,903	\$3,850,758	0.36%
May	\$2,527,522	\$2,494,938	\$2,724,433	\$2,928,950	7.51%
Jun	\$3,378,079	\$3,390,186	\$3,735,382	\$3,960,786	6.03%
Jul	\$4,954,538	\$5,095,846	\$5,388,915	\$5,839,136	8.35%
Aug	\$4,740,776	\$4,876,297	\$5,231,601	\$5,625,836	7.54%
Sep	\$3,465,647	\$3,605,574	\$3,997,242	\$4,322,032	8.13%
Oct	\$2,930,066	\$3,098,289	\$3,344,571	\$3,623,882	8.35%
Nov	\$2,869,439	\$3,093,789	\$3,375,304	\$3,409,252	1.01%
Dec	\$8,615,250	\$8,996,820	\$9,500,929	\$0	n/a
Total	\$53,564,231	\$55,544,066	\$59,327,490	\$53,030,690	

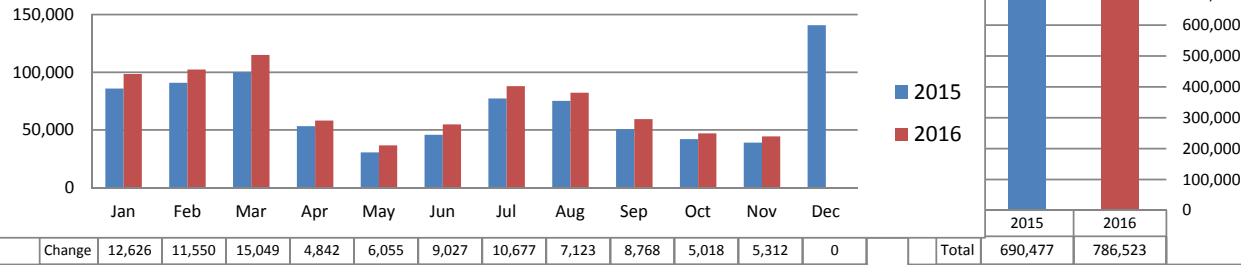


Construction					
	2013	2014	2015	2016	% change from PY
Jan	\$1,127,842	\$1,157,529	\$3,195,208	\$1,833,674	-42.61%
Feb	\$992,640	\$1,224,298	\$1,242,865	\$1,514,536	21.86%
Mar	\$1,054,193	\$1,232,222	\$2,344,144	\$2,127,344	-9.25%
Apr	\$1,387,133	\$1,289,150	\$1,380,765	\$1,785,262	29.30%
May	\$1,077,117	\$1,795,218	\$2,047,218	\$2,216,842	8.29%
Jun	\$1,865,676	\$2,272,041	\$2,725,250	\$2,775,607	1.85%
Jul	\$2,104,352	\$2,190,874	\$2,563,705	\$2,958,807	15.41%
Aug	\$2,020,671	\$2,121,843	\$2,822,214	\$2,990,649	5.97%
Sep	\$2,590,318	\$2,702,553	\$3,076,361	\$3,797,087	23.43%
Oct	\$1,997,840	\$2,575,557	\$2,512,867	\$2,706,256	7.70%
Nov	\$1,633,621	\$1,664,703	\$2,427,405	\$2,666,256	9.84%
Dec	\$1,737,509	\$2,028,636	\$2,631,504	\$0	n/a
Total	\$19,588,910	\$22,254,626	\$28,969,506	\$27,372,319	

Disposable Bag Fees

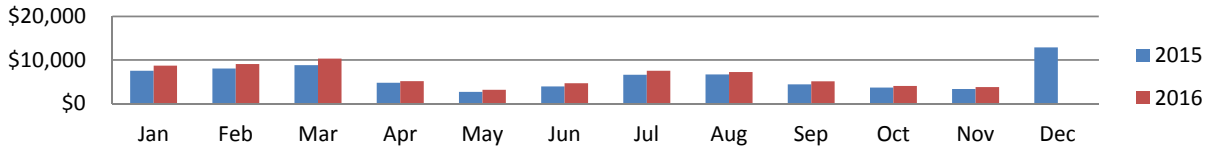
The Town adopted an ordinance April 9, 2013 (effective October 15, 2013) to discourage the use of disposable bags, achieving a goal of the SustainableBreck Plan. The \$.10 fee applies to most plastic and paper bags given out at retail and grocery stores in Breckenridge. The program is intended to encourage the use of reusable bags and discourage the use of disposable bags, thereby furthering the Town's sustainability efforts. Revenues from the fee are used to provide public information about the program and promote the use of reusable bags.

of Disposable Bags Reported by Month



Bag Fees Remitted by Month

*Net of Retained Percentage**



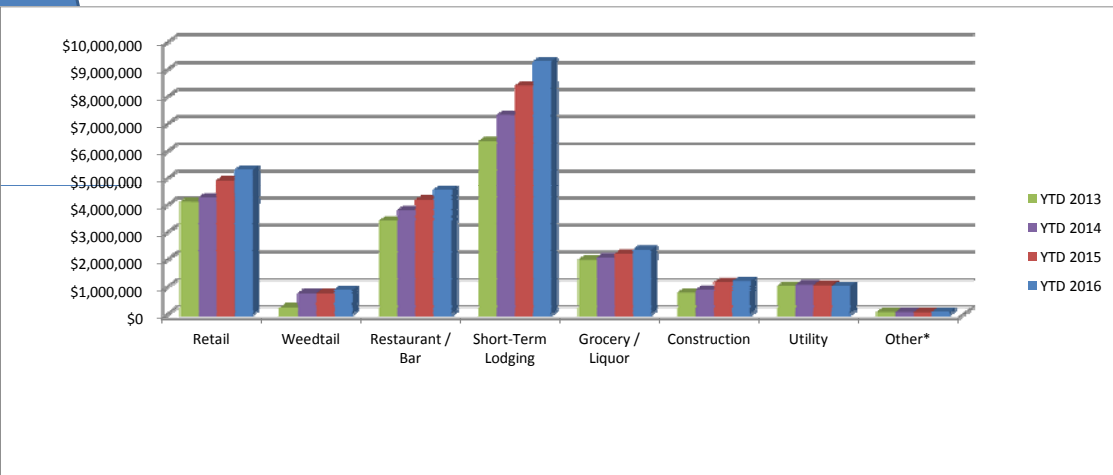
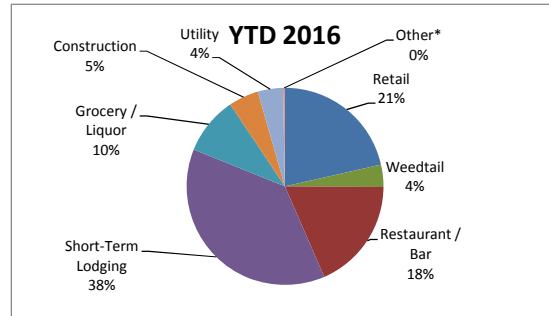
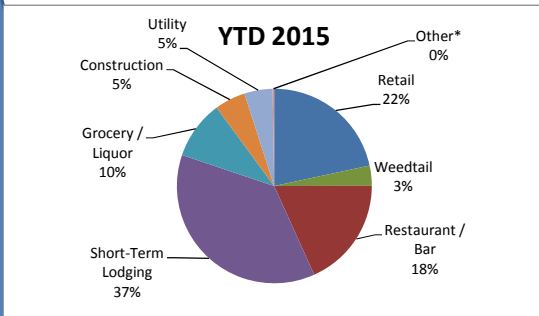
**Retailers are permitted to retain 50% of the fee (up to a maximum of \$1000/month through October 31, 2014; changing to a maximum of \$100/month beginning November 1, 2014) in order to offset expenses incurred related to the program. The retained percent may be used by the retail store to provide educational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

TAXES DUE - SALES, ACCOMMODATIONS, AND MARIJUANA TAXES

Tax Due by Industry-YTD

Description	YTD 2013	YTD 2014	YTD 2015	2015		2015/2016		2016
				% of Total	YTD 2016	\$ Change	% Change	% of Total
Retail	\$4,113,113	\$4,260,793	\$4,922,335	21.61%	\$5,312,947	\$390,612	7.94%	21.47%
Weedtail	\$239,223	\$766,827	\$759,065	3.33%	\$893,987	\$134,922	17.77%	3.61%
Restaurant / Bar	\$3,415,273	\$3,803,831	\$4,179,136	18.35%	\$4,555,266	\$376,130	9.00%	18.41%
Short-Term Lodging	\$6,365,563	\$7,323,321	\$8,400,279	36.89%	\$9,308,487	\$908,208	10.81%	37.62%
Grocery / Liquor	\$1,991,240	\$2,062,043	\$2,207,317	9.69%	\$2,349,260	\$141,943	6.43%	9.49%
Construction	\$790,817	\$896,011	\$1,166,773	5.12%	\$1,212,594	\$45,820	3.93%	4.90%
Utility	\$1,030,359	\$1,078,178	\$1,069,341	4.70%	\$1,028,192	(\$41,149)	-3.85%	4.16%
Other*	\$75,766	\$73,973	\$69,488	0.31%	\$83,395	\$13,907	20.01%	0.34%
Total	\$18,021,354	\$20,264,976	\$22,773,734	100.00%	\$24,744,128	\$1,970,393	8.65%	100.00%

* Other includes activities in Automobiles and Undefined Sales.



Items of Note:

- The general sales tax rate includes the 2.5% Town sales tax + 1.93% County sales tax distributed to the Town.
- The Short -Term Lodging sector includes an additional 3.4% accommodation tax.
- Weedtail includes an additional 5% marijuana tax (recreational and medical). The 1.5% distribution from the State is also included in this category. While the State distribution is only due on recreational sales, the majority of weedtail sales are recreational and the distribution has been applied to the entire sector.
- Report assumptions include: applying tax specific to a sector to the entire sector, as well as assuming the same tax base across the State, County, and Town taxes due. As a result, the numbers indicated above are a rough picture of taxes due to the Town and not an exact representation. Additionally, the data is representative of taxes due to the Town and not necessarily taxes collected year to date.



MEMORANDUM

TO: Town Council
FROM: Chris Kulick, Planner II
DATE: January 18 (For January 24, 2017)
SUBJECT: Town Project: Recreation Center Expansion and Tennis Building

The Recreation Center Expansion and Tennis Building is being reviewed as a Town Project. All public noticing requirements for the approval of a Town Project have been fulfilled as required under the adopted Town Projects Ordinance amendment (by Council Bill No. 1, Series 2013).

The proposal is to construct a Town owned 16,894 sq. ft. indoor tennis building, one additional outdoor tennis court and add 8,116 sq. ft. of additional floor space within the existing Recreation Center building.

The Planning Commission held a hearing on January 17th in which the Planning Commission recommended the Town Council approve the project (with a vote of 7-0).

Attached to this memo is a complete staff report, substantially the same as presented to the Planning Commission and attachments including site plan and point analysis with a passing score of positive one (+1) point and findings.

If the Council agrees with the Planning Commission's recommendation, a motion for approval is provided below.

I make a motion to approve the Recreation Center Expansion/Remodel and Indoor Tennis Building located at 857 Airport Road, PL-2017-0004 with a passing point analysis of positive one (+1) point and the attached Findings.

Staff will be available at the meeting to answer any questions.

Town Council Staff Report

- Subject:** Recreation Center Expansion/Remodel and new Indoor Tennis Building
(Town Project Hearing – PL-2017-0004)
- Proposal:** To construct a Town owned 16,894 sq. ft. indoor tennis center, one additional outdoor tennis court and add 8,116 sq. ft. of additional floor space within the existing Recreation Center building.
- Date:** January 17, 2017 (For meeting of January 24, 2017)
- Project Manager:** Chris Kulick, AICP
- Applicant:** Scott Reid, AICP - Director of Recreation, Town of Breckenridge
- Owner:** Town of Breckenridge
- Agent:** Mira Theisen - Sink, Combs, Dethlefs Architecture
- Address:** 857 Airport Road
- Legal Description:** Unsubdivided (Acres 29.010 Mining Claim(s) cont 29.0100 acres MAGNUM BONUM MS# 3139 LEASE BRECK REC CENTER FRENCH GULCH MS# 2589 FRENCH GULCH MS# 2589 FRENCH GULCH MS#2589 TR 6-77 Sec 30 Qtr 3 MAGNUM BONUM MS#3139 Improvement Only SEE 6500659, 6510141 FOR IMPS TR 6-77 Sec 30 Qtr 3 SEE 4008496 FOR LAND TR 6-77 Sec 30 Qtr 3 Mining Claim(s) cont 29.010 acres POSSESSORY INTEREST TOWN OF BRECK MAGNUM BONUM MS# 3139)
- Land Use District:** 3: Recreation (Intensity of Use and Structural Type by Special Review)
- Site Area:** 29.01 acres (1,263,675.6 square feet)
- Site Conditions:** The existing Recreation Center building is located in the center of the parcel; north is the skate park, 6 outdoor tennis courts, turf field and Kingdom Park playground, south is the softball fields, west is the parking lot and east is the recreation path and Blue River. The existing Recreation Center building site is presently developed and flat.
- The proposed indoor tennis building is located over two of the existing outdoor tennis courts northwest of the Recreation Center building, west of the turf field, skate park and playground, and southeast of the Carriage House childcare center. Paved asphalt paths are south, east and west of the park site. The proposed area is flat since it is currently used for outdoor tennis.
- Adjacent Uses:** North: Childcare and Police Department South: Recreation and Townhomes
East: Park and Open Space West: Residential

Density/ Mass:	Allowed per Land Use Guidelines:	Special Review
	Existing density:	76,312 sq. ft.
	<u>New density:</u>	<u>25,010 sq. ft.</u>
	Total proposed density:	101,322 sq. ft.
Height:	Recommended:	26'
	Proposed:	30' 8"
Snowstack:	Required:	2,306 sq. ft. (25%)
	Proposed:	2,461 sq. ft. (27%)
Setbacks:	Suggested:	
	Front:	15 ft.
	Sides:	5 ft.
	Rear:	15 ft.
	Proposed:	
	Front (south):	>1,400 ft.
	Side (west):	230 ft.
	Side (east):	>450 ft.
	Rear (north):	167 ft.

Item History

The Planning Commission reviewed this application at a Town project hearing at their January 17th meeting, and recommended approval by a vote of 7-0.

Staff and Planning Commission Comments

Land Use (Policies 2/A & 2/R): Recreation is an existing use and is identified as the preferred use for Land Use District (LUD) 3. The Planning Commission has no concerns with the Recreational uses proposed.

Density/Intensity & Mass(3/A, 3/R, 4/A & 4/R): The proposed new density and mass is approximately 25,010 sq. ft. (16,894 sq. ft. for the tennis center and 8,116 sq. ft. for the additional Recreation Center addition). This represents a 33% increase over the property’s existing 76,312 sq. ft. of density and mass. The allowed density per LUD 3 for this parcel is per special review.

Per the Joint Upper Blue Master Plan is the following exemption for creating additional density for community facilities. Therefore, no density transfer is proposed.

Policy/Action 1. Additional density should not be created anywhere within the Basin, whether through upzonings, annexations or some other mechanism. An exception is for community facilities and institutional uses and those identified in the Affordable Workforce Housing section.

In the previous Town Recreational Center development reviews staff found “the site could easily accommodate the existing buildings and therefore complied with the intent of the Land Use Guidelines”. With the proposed additional square footage, the property still has a low 1:12.47 F.A.R. Due to the

exemption under the Joint Upper Blue Master Plan and overall low F.A.R., the Planning Commission believes the proposal meets the intent of the LUD's special review of intensity and Policies 3/A, 3/R, 4/A & 4/R. No negative points or density transfer are recommended.

Building Height (6/A & 6/R): *“For all structures except single-family and duplex units outside the historic district: Negative points under this subsection shall be assessed based upon a project's relative compliance with the building height recommendations contained in the Land Use Guidelines, as follows:*

-5 points Buildings that exceed the building height recommended in the land use guidelines, but are no more than one-half (1/2) story over the land use guidelines recommendation.

The Development Code defines the story to height conversion specifically as: *“A conversion factor used in determining allowed building heights outside the Historic District for all structures except Single Family residences and Duplexes, where the first two stories of a building are allocated thirteen (13) feet in height each, and all subsequent stories are each allocated twelve (12) feet in height. One half story equals six (6) feet.”*

Two stories are recommended in this land use district and the building height of 30'-8" is less than a half story over what is recommended in the LUG. The Planning Commission affirmed the height warrants negative five (-5) points under the relative policy for being no more than a one-half (1/2) story over the land use guidelines recommendation and an additional negative one (-1) point for having an unbroken ridge line greater than 50' of 145'.

Social Community (Council Goal) (24/A & 24/R):

A. Employee Housing: This Policy encourages the provision of employee housing units in connection with commercial, industrial, and multi-unit residential developments to help alleviate employee housing impacts created by the proposed uses. Since the proposed use is recreational per the Development Code and not commercial, industrial or multi-unit, the Planning Commission finds this policy is not applicable.

B. Community Need: A new tennis building built over a portion of the existing courts within Kingdom Park and the renovation of the recreation center to relocate staff offices, add studio /multi-purpose space, add weight / cardio / circuit training space, and implementing other facility improvements has been identified by the Town Council in their 2017 yearly goals and objectives report, the result of which warrants positive (+3) three points as supported by the Planning Commission.

Recreation (20/R): This policy encourages public recreation amenities. The proposed indoor tennis building and additional floor space provided by the turf gym and fitness area will improve recreation in the community.

Past Precedent

1. Grand Colorado at Peak 8 – East Building, PL-2015-0215. Providing a seasonal public outdoor ice rink (fees are charged for skate rental). Positive six (+6) points were awarded.
2. Peak 7 Site Improvements, PC#2005160. Excavation work for the relocation of the Independence Chair and future ski terrain. Positive six (+6) points were awarded.

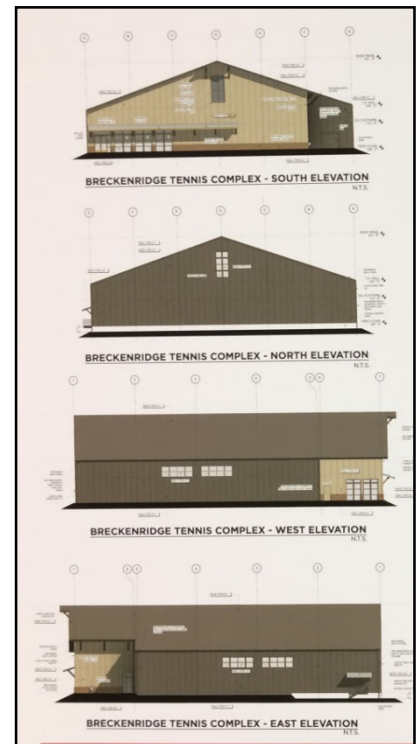
3. Town of Breckenridge Whitewater Park, PC#2001010. Whitewater Park encompassing approximately 1,800 linear feet of the Blue River. Positive six (+6) points were awarded.
4. Breckenridge Ice Arena, PC#1999049. 37,228 sq. ft. indoor ice arena. Positive six (+6) points were awarded.
5. Breckenridge Recreation Center Expansion, 1996, no PC#. 7,400 sq. ft. addition.

Based on these improvements being entirely recreation related and the magnitude of the project, the Planning Commission recommends the allocation of positive six (+6) points for this project.

Architectural Compatibility (5/R): Under this policy, negative points are warranted for use of non-natural materials exceeding twenty five percent (25%) on each elevation, including brick and metal. The proposed tennis building is a simple rectangular design with a 4/12 pitched roof. Building materials are all colored earth-tones and include metal siding, 3” metal panel corner trim, painted tube steel support posts, a non-reflective metal roof, and a small section of brick veneer.

Past Precedent

1. Valley Brook Townhomes, PC#2009030. Predominate use of non-natural materials. Negative six (-6) points were awarded.
2. Valley Brook Learning Center, PC#2007107. Predominate use of non-natural materials. . Negative six (-6) points were awarded.
3. CMC Site Plan, 2007, no PC#. Majority of building material is brick. Negative six (-6) points were awarded.
4. Breckenridge Golf Course Maintenance Shops Addition, PC#1999175. All metal building. Negative six (-6) points were awarded.



The Planning Commission recommends negative six (-6) points due to the building materials consisting of 100% non-natural materials.

Infrastructure (26/R): This policy encourages the development of “*capital improvement needs listed in the land use guidelines or town's capital improvements five (5) year program*”. The improvements proposed in this application qualify under LUD 3’s capital improvement needs and are identified in the Town’s 2017 Capital Improvement Plan.

Past Precedent

1. Town Shops Addition, PC#1999115. Capital Improvement to a Town facility. Positive four (+4) points were awarded.
2. Breckenridge Golf Course Maintenance Shops Addition, PC#1999175. Capital improvement to a Town facility. Positive four (+4) points were awarded.

The Planning Commission recommends the allocation of positive four (+4) points under Policy 26/R because recreational facilities are listed under LUD 3’s capital improvement needs and this specific project is identified in the Town’s 2017 Capital Improvement Plan.

Placement of Structures (9/A & 9/R): Per this portion of the Development Code, the suggested minimum setbacks are: Front yard: Fifteen feet (15'); Side yard: Five feet (5'); Rear yard: Fifteen feet (15'). The placement of the tennis building is significantly greater than the relative setback requirements.

Snow Removal and Storage (13/R): The proposed snow storage area slightly exceeds that required by the Code. The Planning Commission has no concerns.

Access / Circulation (16/A & 16/R; 17/A & 17/R): Access to the tennis building is via a proposed new curb cut on Airport Road. This design was preferred over taking access from the present driveway on the north end of the recreation center parking lot for fear of overwhelming the site's internal circulation. Engineering staff was involved in this decision and stated this was their preferred option despite adding a new curb cut on Airport Road. In addition to the new entry point, multiple pedestrian pathways exist around the site, providing access from the Recreation Path, Recreation Center, parking lot, and Airport Road sidewalk and transit stop.

Parking (18/A): There is no set parking requirement for recreation facilities outside of the service area. During the Verizon Wireless Facility & Dumpster Enclosure project review, PL-2014-0177, the Recreation Department reviewed the Recreation Center's parking and was comfortable with the loss of 2 parking spaces for the new dumpster enclosure. Considering this application is proposing 18 additional parking spaces the Planning Commission believes this proposal is meeting the parking needs the additions may create.

Site and Environmental Design (7/R): The majority of new ground disturbance proposed with this application is from the 9,227 sq. ft. of additional paved surfaces associated with the new driveway, walkways and 19 parking spaces adjacent to the proposed tennis building and the one additional outdoor tennis court. The location of the parking and driveway has been designed carefully to minimize disturbance of the mature trees that buffer the site well from Airport Road. The remainder of the project has very minimal site disturbance. The tennis building is located over a previously disturbed area of the existing outdoor tennis facility and the additional Recreation Center square footage will be located within the existing building. The Planning Commission has no concerns over the site and environmental design associated with the proposal.



Drainage (27/A & 27/R): The Town's Engineering staff has reviewed the proposal and is comfortable with the site's proposed positive drainage design.

Landscaping (22/A & 22/R): No new landscaping is proposed within the site. However, there is mature landscaping surrounding the area and throughout the property from previous park and recreation center development, particularly along Airport Road. The Planning Commission believes the existing, mature landscaping is sufficient for this proposal.



Exterior Lighting (Sec. 9-12): New lighting is proposed adjacent to the Tennis Center in the new parking lot and walkways. The proposed lighting is a style that is widely used throughout Town (Dark Sky Providence) and meets the exterior lighting policy for recreational facilities Section 9-1-12-12(5). The Planning Commission has no concerns.



Point Analysis (Section: 9-1-17-3): The Staff and Planning Commission believes that all absolute policies have been met and that the proposal warrants the following points for a total passing point analysis of positive one (+1) point.

Negative points are incurred for:

- Policy 6/R Building Height:
 - Negative five (-5) points as the building height exceeds the land use guidelines, but is no more than one-half (1/2) story over the land use guidelines recommendation.
 - Negative one (-1) point as the building has a continuous ridge line greater than 50'.
- Policy 5/R Architectural Compatibility: Negative six (-6) points due to the building using 100% non-natural materials on all elevations.

Positive points are awarded for:

- Policy 24/R Community Need: Positive three (+3) points for meeting a Council Goal.
- Policy 20/R Recreation Facilities: Positive six (+6) points for the magnitude of the project and 100% of the project providing expanded public recreation facilities.
- Policy 26/R Infrastructure: Positive four (+4) points for providing recreational facility improvements that are identified under LUD 3's capital improvement needs and in the Town's 2017 Capital Improvement Plan.

Planning Commission Recommendation

This is a Town Project pursuant to the ordinance amending the Town Projects Process (Council Bill No. 1, Series 2013). As a result, the Planning Commission was asked to identify any Development Code policies that the application does not comply with and make a related recommendation to the Town Council.

At their January 17 meeting, the Planning Commission recommended (with a vote of 7-0) that the Town Council approve the Recreation Center Expansion/Remodel and Indoor Tennis Building located at 857 Airport Road, PL-2017-0004 with a passing point analysis of positive one (+1) point and the attached Findings.

Recommended Town Council Motion:

I make a motion to approve the Recreation Center Expansion/Remodel and Indoor Tennis Building located at 857 Airport Road, PL-2017-0004 with a passing point analysis of positive one (+1) point and the attached Findings.

Final Hearing Impact Analysis				
Project:	Recreation Center Expansion/Remodel and new Indoor Tennis Building	Positive Points	+13	
PC#	PL-2017-0004			
Date:	1/17/2017	Negative Points	- 12	
Staff:	Chris Kulick, AICP			
			Total Allocation:	+1
Items left blank are either not applicable or have no comment				
Sect.	Policy	Range	Points	Comments
1/A	Codes, Correlative Documents & Plat Notes	Complies		
2/A	Land Use Guidelines	Complies		
2/R	Land Use Guidelines - Uses	4x(-3/+2)		
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)		
2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	Density/Intensity	Complies		
3/R	Density/ Intensity Guidelines	5x (-2>-20)		
4/R	Mass	5x (-2>-20)		
5/A	Architectural Compatibility / (Historic Above Ground Density)	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)	- 6	Staff recommends negative six (-6) points due to the building materials consisting of 100% non-natural materials.
5/R	Architectural Compatibility / Conservation District	5x(-5/0)		
5/R	Architectural Compatibility H.D. / Above Ground Density 12 UPA	(-3>-18)		
5/R	Architectural Compatibility H.D. / Above Ground Density 10 UPA	(-3>-6)		
6/A	Building Height	Complies		
6/R	Relative Building Height - General Provisions	1X(-2,+2)		
	For all structures except Single Family and Duplex Units outside the Historic District			
6/R	Building Height Inside H.D. - 23 feet	(-1>-3)		
6/R	Building Height Inside H.D. - 25 feet	(-1>-5)		
6/R	Building Height Outside H.D. / Stories	(-5>-20)		
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
	For all Single Family and Duplex Units outside the Conservation District			
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)	- 6	Two stories are recommended in this land use district and the building height of 30'-8" is less than a half story over what is recommended in the LUG. The height warrants negative five (-5) points under the relative policy for being no more than a one-half (1/2) story over the land use guidelines recommendation and an additional negative one (-1) point for having an unbroken ridgeline greater than 50' of 145°.
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		
7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	Ridgeline and Hillside Development	Complies		
9/A	Placement of Structures	Complies		
9/R	Placement of Structures - Public Safety	2x(-2/+2)		

9/R	Placement of Structures - Adverse Effects	3x(-2/0)		
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		
9/R	Placement of Structures - Setbacks	3x(0/-3)		
12/A	Signs	Complies		
13/A	Snow Removal/Storage	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		
14/A	Storage	Complies		
14/R	Storage	2x(-2/0)		
15/A	Refuse	Complies		
15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)		
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		
16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)		
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Complies		
18/A	Parking	Complies		
18/R	Parking - General Requirements	1x(-2/+2)		
18/R	Parking - Public View/Usage	2x(-2/+2)		
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)		
18/R	Parking - Downtown Service Area	2x(-2/+2)		
19/A	Loading	Complies		
20/R	Recreation Facilities	3x(-2/+2)	+6	The proposal is a sizable public recreational project.
21/R	Open Space - Private Open Space	3x(-2/+2)		
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	Landscaping	Complies		
22/R	Landscaping	2x(-1/+3)		
24/A	Social Community	Complies		
24/A	Social Community / Above Ground Density 12 UPA	(-3>-18)		
24/A	Social Community / Above Ground Density 10 UPA	(-3>-6)		
24/R	Social Community - Employee Housing	1x(-10/+10)		
24/R	Social Community - Community Need	3x(0/+2)	+3	A new tennis building built over a portion of the existing courts within Kingdom Park and the renovation of the recreation center to relocate staff offices, add studio /multi-purpose space, add weight / cardio / circuit training space, and implementing other facility improvements has been identified by the Town Council in their 2017 yearly goals and objectives report.
24/R	Social Community - Social Services	4x(-2/+2)		
24/R	Social Community - Meeting and Conference Rooms	3x(0/+2)		
5/R	Social Community - Conservation District	3x(-5/0)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Historic Preservation/Restoration - Benefit	+3/6/9/12/15		
25/R	Transit	4x(-2/+2)		
26/A	Infrastructure	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)	+4	Recreational facilities are listed under LUD 3's capital improvement needs and this specific project is identified in the Town's 2017 Capital Improvement Plan.
27/A	Drainage	Complies		
27/R	Drainage - Municipal Drainage System	3x(0/+2)		
28/A	Utilities - Power lines	Complies		

29/A	Construction Activities	Complies		
30/A	Air Quality	Complies		
30/R	Air Quality - wood-burning appliance in restaurant/bar	-2		
30/R	Beyond the provisions of Policy 30/A	2x(0/+2)		
31/A	Water Quality	Complies		
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	Water Conservation	Complies		
33/R	Energy Conservation - Renewable Energy Sources	3x(0/+2)		
33/R	Energy Conservation - Energy Conservation	3x(-2/+2)		
	HERS index for Residential Buildings			
33/R	Obtaining a HERS index	+1		
33/R	HERS rating = 61-80	+2		
33/R	HERS rating = 41-60	+3		
33/R	HERS rating = 19-40	+4		
33/R	HERS rating = 1-20	+5		
33/R	HERS rating = 0	+6		
	Commercial Buildings - % energy saved beyond the IECC minimum standards			
33/R	Savings of 10%-19%	+1		
33/R	Savings of 20%-29%	+3		
33/R	Savings of 30%-39%	+4		
33/R	Savings of 40%-49%	+5		
33/R	Savings of 50%-59%	+6		
33/R	Savings of 60%-69%	+7		
33/R	Savings of 70%-79%	+8		
33/R	Savings of 80% +	+9		
33/R	Heated driveway, sidewalk, plaza, etc.	1X(-3/0)		
33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)		
	Other Design Feature	1X(-2/+2)		
34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision	Complies		
36/A	Temporary Structures	Complies		
37/A	Special Areas	Complies		
37/R	Community Entrance	4x(-2/0)		
37/R	Individual Sites	3x(-2/+2)		
37/R	Blue River	2x(0/+2)		
37R	Cucumber Gulch/Setbacks	2x(0/+2)		
37R	Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	Home Occupation	Complies		
39/A	Master Plan	Complies		
40/A	Chalet House	Complies		
41/A	Satellite Earth Station Antennas	Complies		
42/A	Exterior Loudspeakers	Complies		
43/A	Public Art	Complies		
43/R	Public Art	1x(0/+1)		
44/A	Radio Broadcasts	Complies		
45/A	Special Commercial Events	Complies		
46/A	Exterior Lighting	Complies		
47/A	Fences, Gates And Gateway Entrance Monuments	Complies		
48/A	Voluntary Defensible Space	Complies		
49/A	Vendor Carts	Complies		

TOWN OF BRECKENRIDGE

**Recreation Center Expansion/Remodel
–Indoor Tennis Building
Unsubdivided (Acres 29.010 Mining Claim(s)
cont 29.0100 acres MAGNUM BONUM MS# 3139
LEASE BRECK REC CENTER FRENCH GULCH
MS# 2589 FRENCH GULCH MS# 2589 FRENCH GULCH
MS#2589 TR 6-77 Sec 30 Qtr 3 MAGNUM BONUM
MS#3139 Improvement Only SEE 6500659, 6510141
FOR IMPS TR 6-77 Sec 30 Qtr 3 SEE 4008496
FOR LAND TR 6-77 Sec 30 Qtr 3 Mining Claim(s)
cont 29.010 acres POSSESSORY INTEREST TOWN
OF BRECK MAGNUM BONUM MS# 3139)
189 Boreas Pass Road
PL-2017-0004**

FINDINGS

1. This project is “Town Project” as defined in Section 9-4-1 of the Breckenridge Town Code because it involves the planning and design of a public project.
2. The process for the review and approval of a Town Project as described in Section 9-14-4 of the Breckenridge Town Code was followed in connection with the approval of this Town Project.
3. The Planning Commission reviewed and considered this Town Project on January 17, 2017. In connection with its review of this Town Project, the Planning Commission scheduled and held a public hearing on January 17, 2017, notice of which was published on the Town’s website for at least five (5) days prior to the hearing as required by Section 9-14-4(2) of the Breckenridge Town Code. At the conclusion of its public hearing, the Planning Commission recommended approval of this Town Project to the Town Council.
4. The Town Council’s final decision with respect to this Town Project was made at the regular meeting of the Town Council that was held on January 24, 2017. This Town Project was listed on the Town Council’s agenda for the January 24, 2017 agenda that was posted in advance of the meeting on the Town’s website. Before making its final decision with respect to this Town Project, the Town Council accepted and considered any public comment that was offered.
5. Before approving this Town Project the Town Council received from the Director of the Department of Community Development, and gave due consideration to, a point analysis for the Town Project in the same manner as a point analysis is prepared for a final hearing on a Class A development permit application under the Town’s Development Code (Chapter 1 of Title 9 of the Breckenridge Town Code).

6. The Town Council finds and determines that the Town Project is necessary or advisable for the public good, and that the Town Project shall be undertaken by the Town.



SINK COMBS DETHLEFS
ARCHITECTURE DESIGN
174 LINCOLN STREET
ROUTE 100
DENVER, CO 80203
Tel: 303-501-0200

NOT FOR CONSTRUCTION

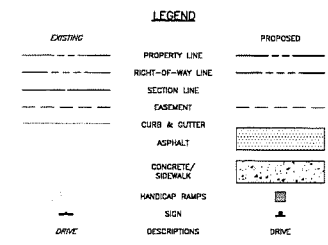
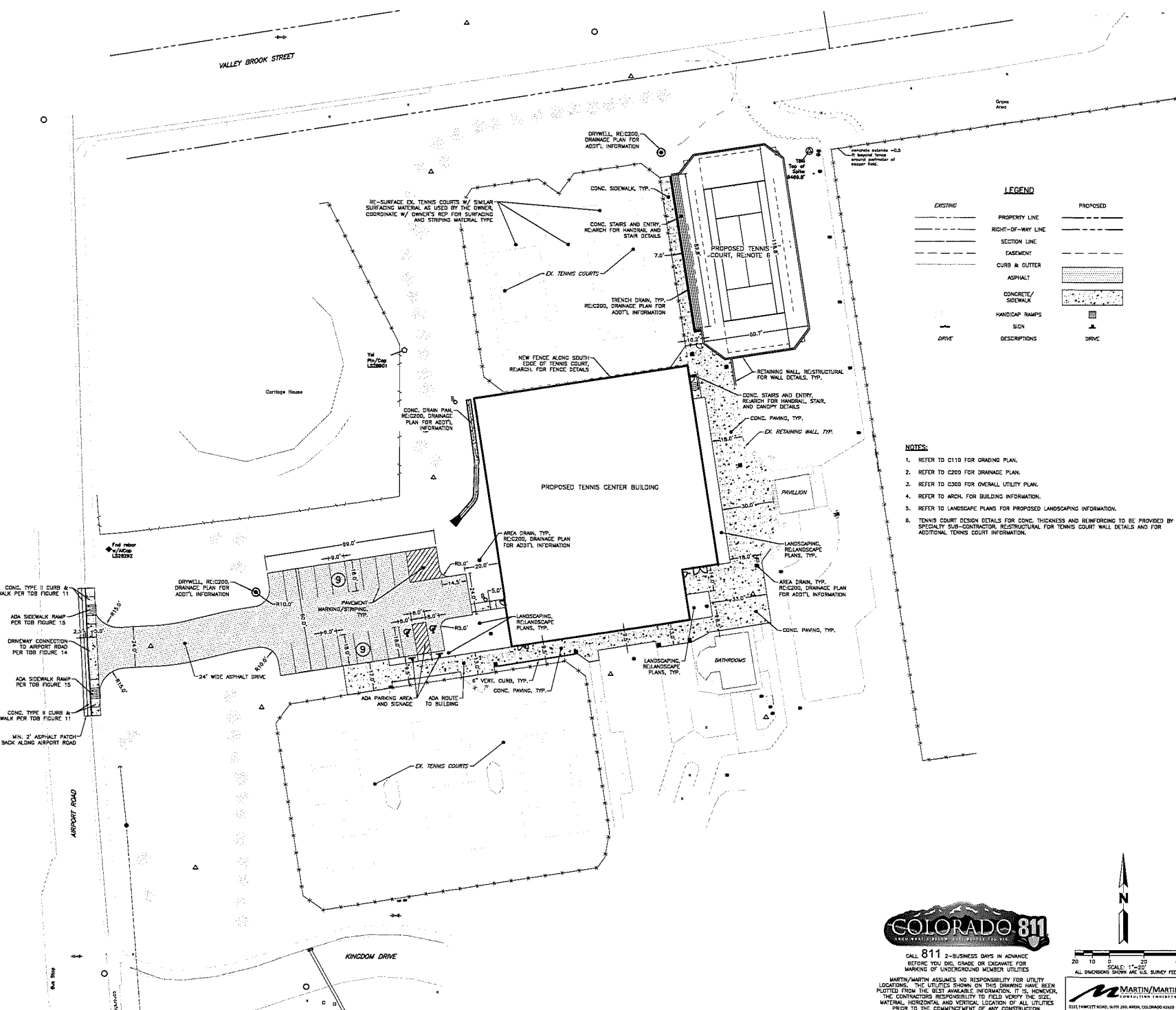
BRECKENRIDGE RECREATION CENTER & TENNIS COMPLEX
Breckenridge, CO

SCD Project No: 1555

No.	Issues/Revisions	Det
	D. BERRY & PARTNER	3/10/04

SITE PLAN

C100



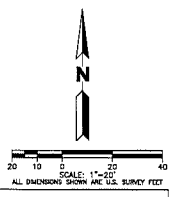
NOTES:

- REFER TO C110 FOR GRADING PLAN.
- REFER TO C200 FOR DRAINAGE PLAN.
- REFER TO C300 FOR OVERALL UTILITY PLAN.
- REFER TO ARCH. FOR BUILDING INFORMATION.
- REFER TO LANDSCAPE PLANS FOR PROPOSED LANDSCAPING INFORMATION.
- TENNIS COURT DESIGN DETAILS FOR CONC. THICKNESS AND REINFORCING TO BE PROVIDED BY SPECIALTY SUB-CONTRACTOR. RESTRUCTURAL FOR TENNIS COURT WALL DETAILS AND FOR ADDITIONAL TENNIS COURT INFORMATION.



CALL 811 3-BUSINESS DAYS IN ADVANCE
BEFORE YOU DIG, GRADE OR EXCAVATE FOR
MARKING OF UNDERGROUND MEMBER UTILITIES

MARTIN/MARTH ASSUMES NO RESPONSIBILITY FOR UTILITY
LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN
PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER,
THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE SIZE,
MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES
PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

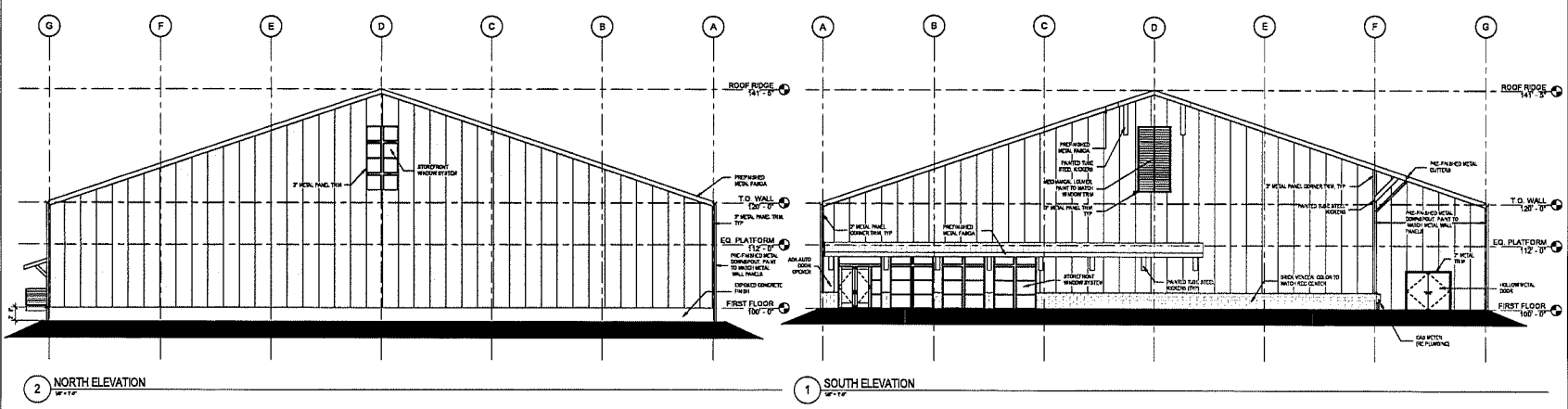
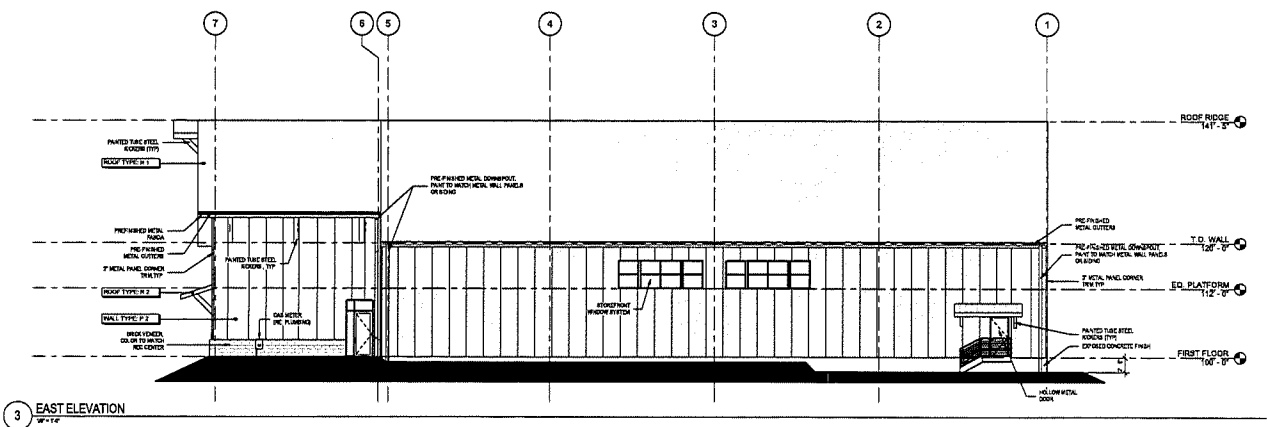
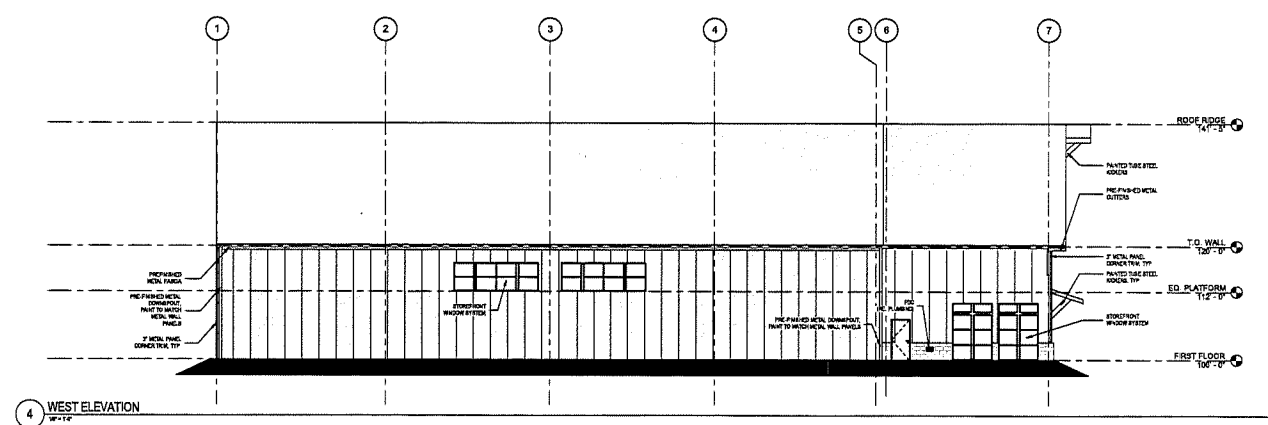


MARTIN/MARTH CONSULTING
1555 FARMWELL ROAD, SUITE 205, ARAPAHO, COLORADO 80004
970.576.1492 MARTIN/MARTH.COM



SINK COMBS DETHLEFS
 ARCHITECTURE DESIGN
 475 LINCOLN STREET
 SUITE 100
 DENVER, CO 80205
 TEL: 303-308-0200

NOT FOR CONSTRUCTION



BRECKENRIDGE TENNIS COMPLEX

Breckenridge, CO

BCD Project No.: 183

NO.	REVISION/DATE	DATE

EXTERIOR ELEVATIONS

A3.10



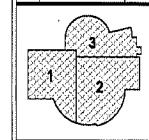
**SINK
COMBS
DETHLEFS**
ARCHITECTURE DESIGN
435 LINCOLN STREET
SUITE 100
DENVER, CO 80203
Tel: 303-309-0708

**NOT FOR
CONSTRUCTION**

**BRECKENRIDGE
RECREATION
CENTER
RENOVATION**
Breckenridge, CO

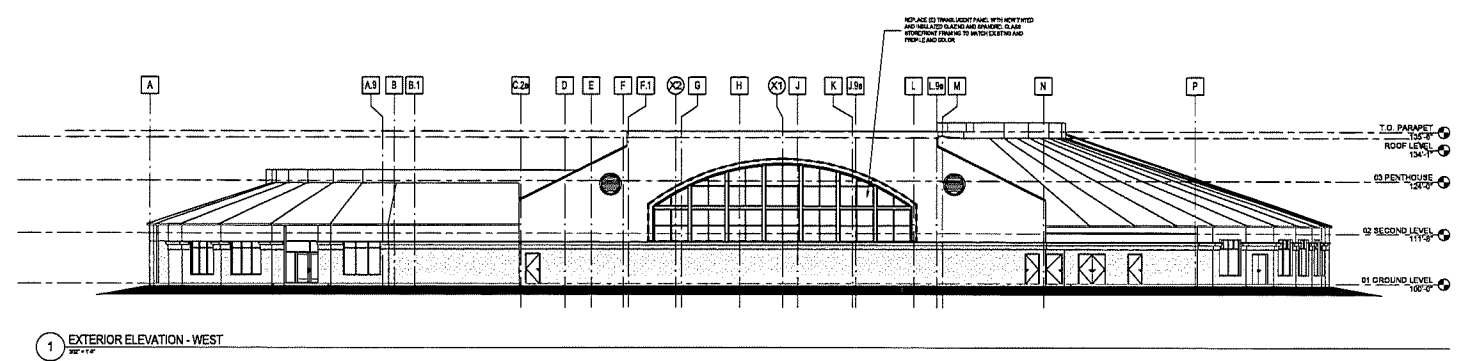
SCD Project No.: 1833

Rev.	Revised/Reviewed	Date



**EXTERIOR
ELEVATIONS**

A3.10

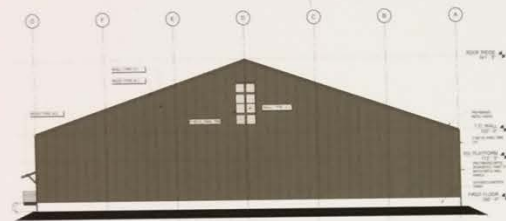


1 EXTERIOR ELEVATION - WEST

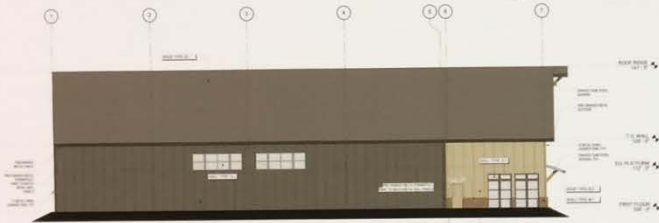
DATE PLOTTED: 11/15/2011 10:58:11 AM
PLOTTER: HP DesignJet 2450



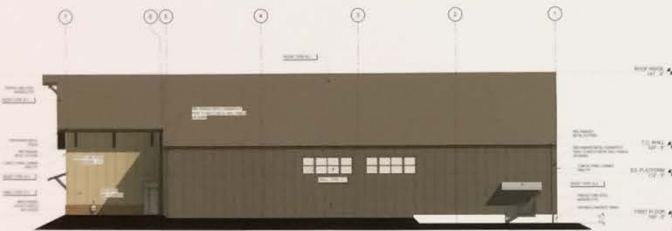
BRECKENRIDGE TENNIS COMPLEX - SOUTH ELEVATION
N.T.S.



BRECKENRIDGE TENNIS COMPLEX - NORTH ELEVATION
N.T.S.



BRECKENRIDGE TENNIS COMPLEX - WEST ELEVATION
N.T.S.



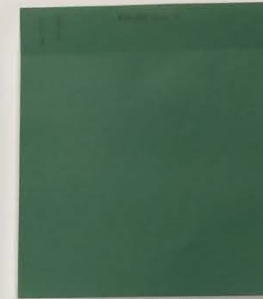
BRECKENRIDGE TENNIS COMPLEX - EAST ELEVATION
N.T.S.



KICKERS PAINT COLOR
BRECKENRIDGE TENNIS COMPLEX



RAILING PAINT COLOR
BRECKENRIDGE TENNIS COMPLEX



STOREFRONT COLOR
BRECKENRIDGE REC CENTER (TO MATCH EXISTING)



STOREFRONT GLASS
BRECKENRIDGE REC CENTER & TENNIS COMPLEX



METAL PANEL: P-1
BRECKENRIDGE TENNIS COMPLEX



METAL PANEL: P-2
BRECKENRIDGE TENNIS COMPLEX



STOREFRONT COLOR
BRECKENRIDGE TENNIS COMPLEX



BRECKENRIDGE REC CENTER - WEST ELEVATION
N.T.S.