



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING

Tuesday, January 24, 2017; 7:00 PM

Town Hall Auditorium

I	CALL TO ORDER, ROLL CALL	
II	APPROVAL OF MINUTES - JANUARY 10, 2017	3
III	APPROVAL OF AGENDA	
IV	COMMUNICATIONS TO COUNCIL	
	A. CITIZEN'S COMMENT - (NON-AGENDA ITEMS ONLY: 3-MINUTE LIMIT PLEASE)	
	B. BRECKENRIDGE SKI RESORT UPDATE	
V	CONTINUED BUSINESS	
	A. SECOND READING OF COUNCIL BILLS, SERIES 2017 - PUBLIC HEARINGS	
	1. COUNCIL BILL NO. 1, SERIES 2017 - AN ORDINANCE MAKING MISCELLANEOUS AMENDMENTS TO THE BRECKENRIDGE TOWN CODE	8
VI	NEW BUSINESS	
	A. FIRST READING OF COUNCIL BILLS, SERIES 2017 - PUBLIC HEARINGS	
	1. COUNCIL BILL NO. 2, SERIES 2017 - AN ORDINANCE AMENDING TITLE 4 OF THE BRECKENRIDGE TOWN CODE BY ADOPTING A NEW CHAPTER 16, TO BE ENTITLED "SOLID WASTE COLLECTION AND DISPOSAL;" DESIGNATING THE SUMMIT COUNTY RESOURCE ALLOCATION PARK (SCRAP) AS THE EXCLUSIVE SOLID WASTE DISPOSAL SITE FOR ALL SOLID WASTE GENERATED WITHIN THE TOWN; REQUIRING EACH SOLID WASTE HAULER OPERATING WITHIN THE TOWN TO OBTAIN AN ANNUAL LICENSE; AND PROVIDING DETAILS OF THE TOWN'S PROGRAM FOR THE LICENSING OF SOLID WASTE HAULERS	44
	2. COUNCIL BILL NO. 3, SERIES 2017 - AN ORDINANCE AUTHORIZING THE GRANTING OF A WELL EASEMENT TO THE LOWER COYNE PLACER VALLEY WELL ASSOCIATION	65
	B. RESOLUTIONS, SERIES 2017	
	1. RESOLUTION NO. 3, SERIES 2017 - INTERGOVERNMENTAL AGREEMENT REGARDING COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE IN SUMMIT COUNTY	70
	C. OTHER	
VII	PLANNING MATTERS	
	A. PLANNING COMMISSION DECISIONS	82
	B. TOWN PROJECT PUBLIC HEARING: RECREATION CENTER RENOVATION AND TENNIS CENTER	89
VIII	REPORT OF TOWN MANAGER AND STAFF	
IX	REPORT OF MAYOR AND COUNCILMEMBERS	
	A. CAST/MMC (MAYOR MAMULA)	
	B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MS. WOLFE)	
	C. BRECKENRIDGE TOURISM OFFICE (MS. GIGLIELLO)	
	D. BRECKENRIDGE HERITAGE ALLIANCE (MR. BURKE)	
	E. WATER TASK FORCE (MR. DUDICK)	
	F. BRECKENRIDGE CREATIVE ARTS (MS. LAWRENCE)	

*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. 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.

G. BRECKENRIDGE EVENTS COMMITTEE (MR. BERGERON)

X OTHER MATTERS

XI SCHEDULED MEETINGS

105

XII ADJOURNMENT

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

CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of January 10, 2017 to order at 7:04 pm. The following members answered roll call: Mr. Dudick, Mr. Bergeron, Ms. Lawrence, Mr. Burke, Ms. Wolfe, Ms. Gigliello and Mayor Mamula.

APPROVAL OF MINUTES - DECEMBER 13, 2016

Mr. Holman received an email from Ms. Beth Groundwater who suggested several changes to her comments from the meeting of December 13th. With no additional changes or corrections to the meeting minutes of December 13, 2016, Mayor Mamula declared they would stand approved as submitted.

APPROVAL OF AGENDA

Mr. Holman stated there were three changes to the agenda, one of which was to remove Council Bill No. 2, Series 2017 regarding solid waste disposal. Another change was to add Resolution No. 2, Series 2017 under New Business, regarding assigning a partial interest with Summit County in the Thornton Lode. With those changes, Mayor Mamula declared the agenda approved. And the third change was to remove the Liquor and Marijuana Authority Appointment as there were no qualified candidates for this position.

COMMUNICATIONS TO COUNCIL

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

Ms. Beth Groundwater, a Breckenridge resident, stated she would like to know why the waste ordinance was pulled from the agenda. She further stated she knows some citizens in Breckenridge support having a designated disposal site for all trash that is collected in Breckenridge and Summit County, and are interested in keeping free recycling. She stated she would like to see our trash not pollute the front range aquifers and be treated in an environmentally sound way, and would support paying a bit more for this service.

Mayor Mamula stated the item was pulled from the agenda because the Council needs more information about the situation before making a decision. He further stated it will go on the next agenda.

B. Breckenridge Tourism Update

Ms. Lucy Kay, BTO Director, stated lodging over the holidays was down slightly in December, but overall revenue from lodging was still very strong. She stated that when Christmas falls on the weekend we expect lower occupancy. Mr. Burke stated the Town infrastructure still seemed stressed by visitors. Ms. Gigliello asked about the number of units compared to previous years, and Ms. Kay stated it's paid occupancy they track, not those who stay with friends and family, and only about half of VRBOs. Ms. Kay stated she will look to see if there are more short-term units available this year, but she doesn't think it's dramatically different from previous years. Ms. Kay stated January is looking flat to last year, while February is up 11% and March is down 4% so far. She further stated that for whole season, we are tracking down about 3%. Mr. Bergeron asked if the December number was reflective of the drought in November, and Ms. Kay said yes, possibly, and there was a lot of last-minute demand. Ms. Kay further stated they are looking at Snow Sculpture for 2018, and looking at options for other locations for the sculptures. She also stated Ullr Fest crowning will take place this week, and if the barriers don't make it up due to the storms, the parade will happen but the shot ski may need to be canceled. Also, Dick Carleton has organized an alcohol sub-committee to clarify issues and questions around liquor laws for the special events group. Ms. Kay stated Scott Fortner, the BTO Marketing Director, took a position in Sun Valley, and they are currently

receiving resumes for that position.

CONTINUED BUSINESS

Mr. Holman introduced the Town's new HR Director, Dana Lavadiere.

A. Second Reading of Council Bills, Series 2017 - Public Hearings

1. COUNCIL BILL NO. 33, SERIES 2016 - AN ORDINANCE ADOPTING CHAPTER 8 OF TITLE 11 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE PLACEMENT OF SIGNS ON TOWN-OWNED PROPERTY

Mayor Mamula read the title into the minutes. Mr. Tim Berry stated there were no changes to this ordinance from first reading.

Mayor Mamula opened the public hearing. There were no comments and the hearing was closed.

Mr. Bergeron moved to approve COUNCIL BILL NO. 33, SERIES 2016 - AN ORDINANCE ADOPTING CHAPTER 8 OF TITLE 11 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE PLACEMENT OF SIGNS ON TOWN-OWNED PROPERTY. Ms. Gigliello seconded the motion.

The motion passed 7 - 0.

2. COUNCIL BILL NO. 34, SERIES 2016 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Dipping Station)

Mayor Mamula read the title into the minutes. Mr. Tim Berry stated there were no changes to this ordinance from first reading.

Mayor Mamula opened the public hearing. There were no comments and the hearing was closed.

Mr. Bergeron moved to approve COUNCIL BILL NO. 34, SERIES 2016 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Dipping Station). Mr. Burke seconded the motion.

The motion passed 7 - 0.

3. COUNCIL BILL 35. SERIES 2016 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 3 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE SALES TAX ORDINANCE," CONCERNING A FEE FOR THE FILING OF PAPER SALES TAX RETURNS WITH THE TOWN

Mayor Mamula read the title into the minutes. Mr. Tim Berry stated there were no changes to this ordinance from first reading.

Mayor Mamula opened the public hearing. There were no comments and the hearing was closed.

Ms. Gigliello moved to approve COUNCIL BILL 35. SERIES 2016 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 3 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE SALES TAX ORDINANCE," CONCERNING A FEE FOR THE FILING OF PAPER SALES TAX RETURNS WITH THE TOWN. Ms. Wolfe seconded the motion.

TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
Tuesday, January 10, 2017
PAGE 3

3 of 5

The motion passed 7 - 0.

NEW BUSINESS

A. First Reading of Council Bills, Series 2017 - Public Hearings

1. COUNCIL BILL NO. 1, SERIES 2017 - AN ORDINANCE MAKING MISCELLANEOUS AMENDMENTS TO THE BRECKENRIDGE TOWN CODE
Mayor Mamula read the title into the minutes. Mr. Tim Berry stated this ordinance would make miscellaneous amendments to Town Code regarding changing the name of the Liquor Licensing Authority to the Liquor and Marijuana Licensing Authority, and also changing the title of Financial Services Manager to Finance Director to reflect the new title.

Mr. Bergeron moved to approve COUNCIL BILL NO. 1, SERIES 2017 - AN ORDINANCE MAKING MISCELLANEOUS AMENDMENTS TO THE BRECKENRIDGE TOWN CODE. Ms. Lawrence seconded the motion.
The motion passed 7 - 0.

B. Resolutions, Series 2017

1. RESOLUTION NO. 1, SERIES 2017 - A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE USDA, FOREST SERVICE, WHITE RIVER NATIONAL FOREST, CONCERNING THE PROTECTION OF THE TOWN'S MUNICIPAL WATER SUPPLY AND INFRASTRUCTURE FOR INDIANA GULCH

Mayor Mamula read the title into the minutes. Mr. Tim Berry stated Council discussed this memo of understanding in the afternoon work session and staff believes it should be approved.

Ms. Lawrence moved to approve RESOLUTION NO. 1, SERIES 2017 - A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE USDA, FOREST SERVICE, WHITE RIVER NATIONAL FOREST, CONCERNING THE PROTECTION OF THE TOWN'S MUNICIPAL WATER SUPPLY AND INFRASTRUCTURE FOR INDIANA GULCH. Mr. Burke seconded the motion.
The motion passed 7 - 0.

2. RESOLUTION NO. 2, SERIES 2017 - A RESOLUTION APPROVING AN ASSIGNMENT OF PARTIAL INTEREST IN REAL ESTATE OPTION AGREEMENT WITH SUMMIT COUNTY, COLORADO (Thornton Lode)

Mayor Mamula read the title into the minutes. Mr. Tim Berry stated the county has under contract the Thornton Lode, and the Town would like to acquire a half interest in this Lode. He further stated this Resolution would allow the Town to close on the purchase of the Lode.

Mr. Bergeron moved to approve RESOLUTION NO. 2, SERIES 2017 - A RESOLUTION APPROVING AN ASSIGNMENT OF PARTIAL INTEREST IN REAL ESTATE OPTION AGREEMENT WITH SUMMIT COUNTY, COLORADO (Thornton Lode). Ms. Wolfe seconded the motion.

The motion passed 7 - 0.

PLANNING MATTERS

A. Planning Commission Decisions

With no request to call an item off the consent calendar, Mayor Mamula declared the

Planning Commission Decisions would stand approved as presented.

REPORT OF TOWN MANAGER AND STAFF

Mr. Holman stated he would like Council to please note the State of the Town presentation is scheduled for March 16, 5:30-7pm. Also, since it is the 20th Anniversary of the Free Ride, the Trolley will take part in the Ullr Parade and we are asking Council to ride the trolley or walk along next to it and encourage people to download the Passport Parking app with a coupon. Council stated they could attend.

Also, Mr. Holman acknowledged Ms. Helen Cospolich for her achievement of the Certified Municipal Clerk designation.

Mr. Holman stated the spring retreat is scheduled for May to discuss goals and priorities, but he understands important decisions are coming up. Council decided to start the January 24th meeting at 2pm to allow for more time with the traffic consultants, and also scheduled an all-day retreat for February 14th in place of the regular work session that day.

REPORT OF MAYOR AND COUNCILMEMBERS

A. Cast/MMC (Mayor Mamula)

Mayor Mamula stated Ms. Wolfe attended the MMC meeting for the Town. Ms. Wolfe spoke about a conflict between Red White and Blue Fire District and the County Ambulance Service regarding a use agreement and a possible new ambulance location on Peak 8. Mr. Holman explained the metrics used to measure use of ambulances in Breckenridge by the County differ from what RWB presented. Ms. Gigliello asked about transports out of County, and Mr. Holman stated most go to St. Anthony's in Frisco first before being transported to Denver. Ms. Gigliello stated she wants to make sure we put the patient first based on demand. Mr. Burke commented about how vulnerable Breckenridge can be during peak season. Mr. Holman further stated RWB is a District and the County is another entity and we need to trust them to make good decisions without our involvement. Mayor Mamula stated perhaps they need a facilitator to help them reach a decision, and it's not our role to make the decision.

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

Mr. Reid stated he would like to discuss fat tire bikes and trail grooming. He handed out a revised map for grooming, and stated he has asked the County to consider a 1-year trial period for grooming trails, and the USFS did not agree to have the grooming cross any parcels. He stated they will groom the new trails as much as needed, and the cost would be roughly \$400/month. Ms. Gigliello stated it might be contentious with fat bikes and other users, and now those trails are self-regulated. Mr. Reid stated this will benefit all types of non-motorized users. Mr. Bergeron stated this grooming is for fat bikers, and not cross country skiers, and we are catering to a small user group with this grooming, so we need to be clear what this is for. He also stated he is not pleased about the Wellington Trail being groomed, but won't argue about it. Mayor Mamula stated this is the trail he skis and he would be bummed if that was packed, also, putting a motorized vehicle where we don't allow motorized vehicles seems odd. Ms. Wolfe stated she is willing to try it and would like to be able to say it's a test. Ms. Lawrence asked about the grooming, if are we messaging it and what is the definition of success? Mr. Reid stated metrics would be numbers of users and quality of tread. Ms. Wolfe asked how are we getting the message out in advance and Mr. Reid stated signs would be placed at the trails. Mr. Bergeron stated when the snow is too soft the messaging should be that if you have to hike, don't be there. Council encouraged Mr. Reid to reach out to bike shops and through social media accounts to let people know the trails would be groomed. Council was generally in agreement to try

TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
Tuesday, January 10, 2017
PAGE 5

5 of 5

- the grooming.
- C. Breckenridge Tourism Office (Ms. Gigliello)
Ms. Gigliello stated Ms. Kay gave the report earlier.
 - D. Breckenridge Heritage Alliance (Mr. Burke)
Mr. Burke stated there was no report.
 - E. Water Task Force (Mr. Dudick)
Mr. Dudick stated there was no report.
 - F. Breckenridge Creative Arts (Ms. Lawrence)
Ms. Lawrence stated the events committee notes will be in the next meeting packet, and there has been nothing definitive with Spartan Race yet. She also stated they have formed a working group for alcohol-related events, and should have a calendar for Council at the next meeting with all of the liquor events. Also, there is a new events representative for Main Street Station who has experience with the events in past positions.

OTHER MATTERS

Mr. Bergeron stated he has been referring people to dispatch with parking problems on French Street in particular.

Ms. Gigliello stated she is curious about parking lot counts.

Mr. Burke asked if someone buys a parking pass in the Courthouse Lot for employees, is there a designated spot to park? Staff stated there are no designated spots, and that permit can be used in other lots as well.

Ms. Lawrence stated the snow piles in the Community Center lot are still there, and taking up about 5 parking spots. Mr. Holman stated parking spots are being taken across town with snow stack and we need to haul more to free them up.

Mayor Mamula stated thanks to everyone who made the new paid parking system work.

SCHEDULED MEETINGS

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 8:16 pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, Town Clerk

Eric S. Mamula, Mayor

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.
43

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 3-9-5: RULES AND REGULATIONS:

12
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

23 24 25 26 27 28 29 30 31 32 33	FINANCIAL SERVICES MANAGER <u>FINANCE DIRECTOR</u> :	The financial services manager <u>director</u> <u>of finance and information technology</u> of the town, or such person’s authorized representative <u>designee</u> .
--	--	--

34 Section 34. Section 3-10-8 of the Breckenridge Town Code is amended to read as
35 follows:
36

37 3-10-8: REMITTANCE OF COLLECTED TAX:

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

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 owed 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 <u>finance director</u> may determine, not to exceed 1 year, or revocation of license. In determining what sanction to impose, the financial services manager <u>finance director</u> 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 <u>finance director</u> 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
30 LIQUOR **AND MARIJUANA**
31 LICENSING AUTHORITY:

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

32
33 Section 49. Section 4-5-8 of the Breckenridge Town Code is amended to read as follows:

34
35 4-5-8: DURATION OF TEMPORARY PERMIT:

36
37 A temporary permit issued pursuant to this chapter shall be valid only until such
38 time as the application for the license to the applicant is granted or denied for one
39 hundred twenty (120) days, whichever shall first occur; except that if the
40 application to transfer the license has not been granted or denied within the one
hundred twenty (120) day period and the applicant demonstrates good cause, the
liquor **and marijuana** licensing authority may, in its discretion, extend the
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
24 LIQUOR **AND MARIJUANA**
25 LICENSING AUTHORITY:

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

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

29
30 4-10-4: APPLICATION:

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

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

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

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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,

A handwritten signature in blue ink, appearing to read "Scott Vargo", with a long horizontal flourish extending to the right.

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

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.

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

- 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 Helen Cospolich
36 Town Clerk

37
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39
40
41
42
43
44
45
46
47
48 500-319\Solid Waste Hauler Licensing Ordinance_3 (01-03-17)(First Reading)

2017 SOLID WASTE COLLECTION AND DISPOSAL ORDINANCE

1
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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
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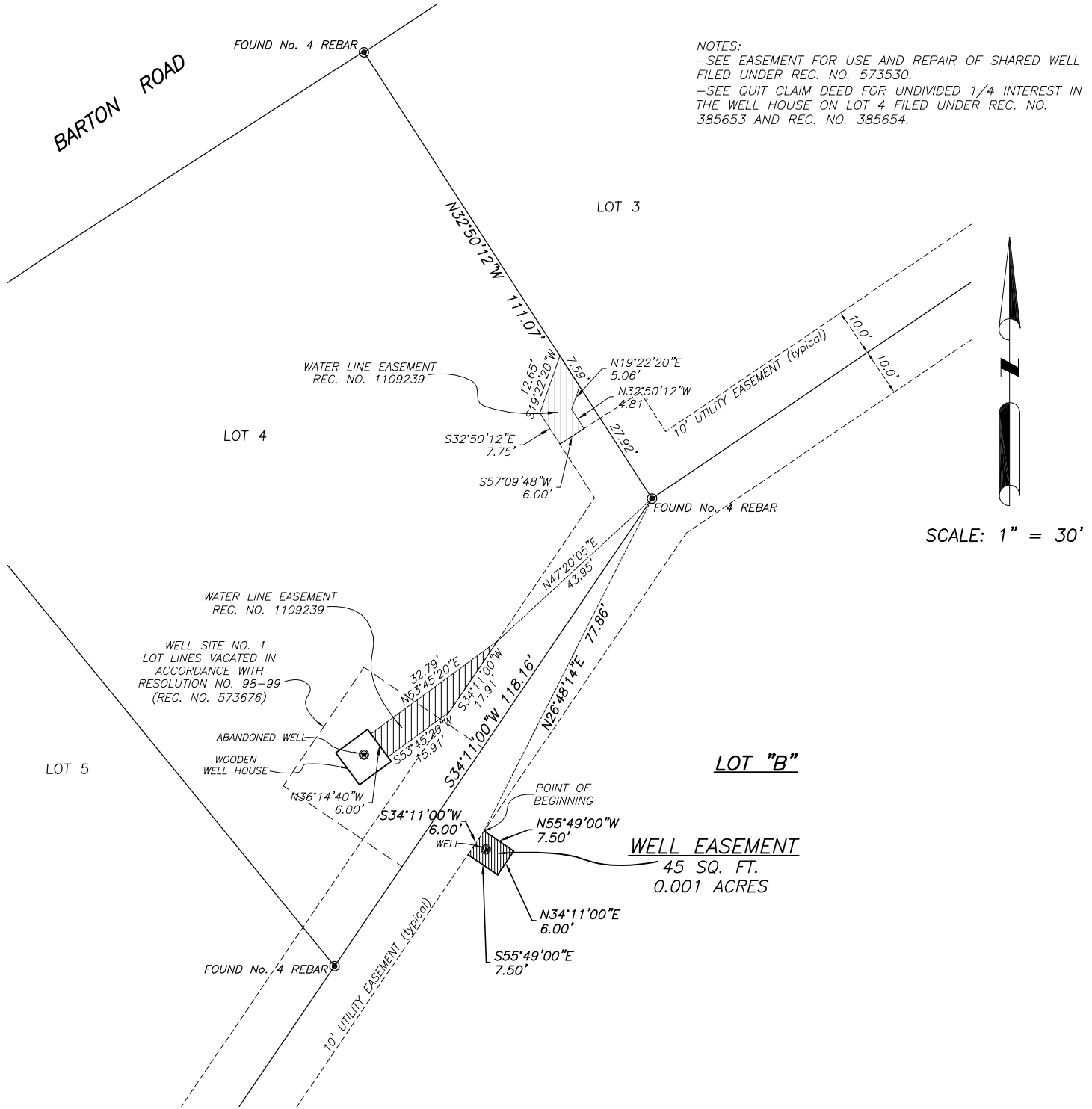
TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

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
DRAWN BY: MJW	CHECKED BY: MJW	DRAWING NO. 151394EX-68-	

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: 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.

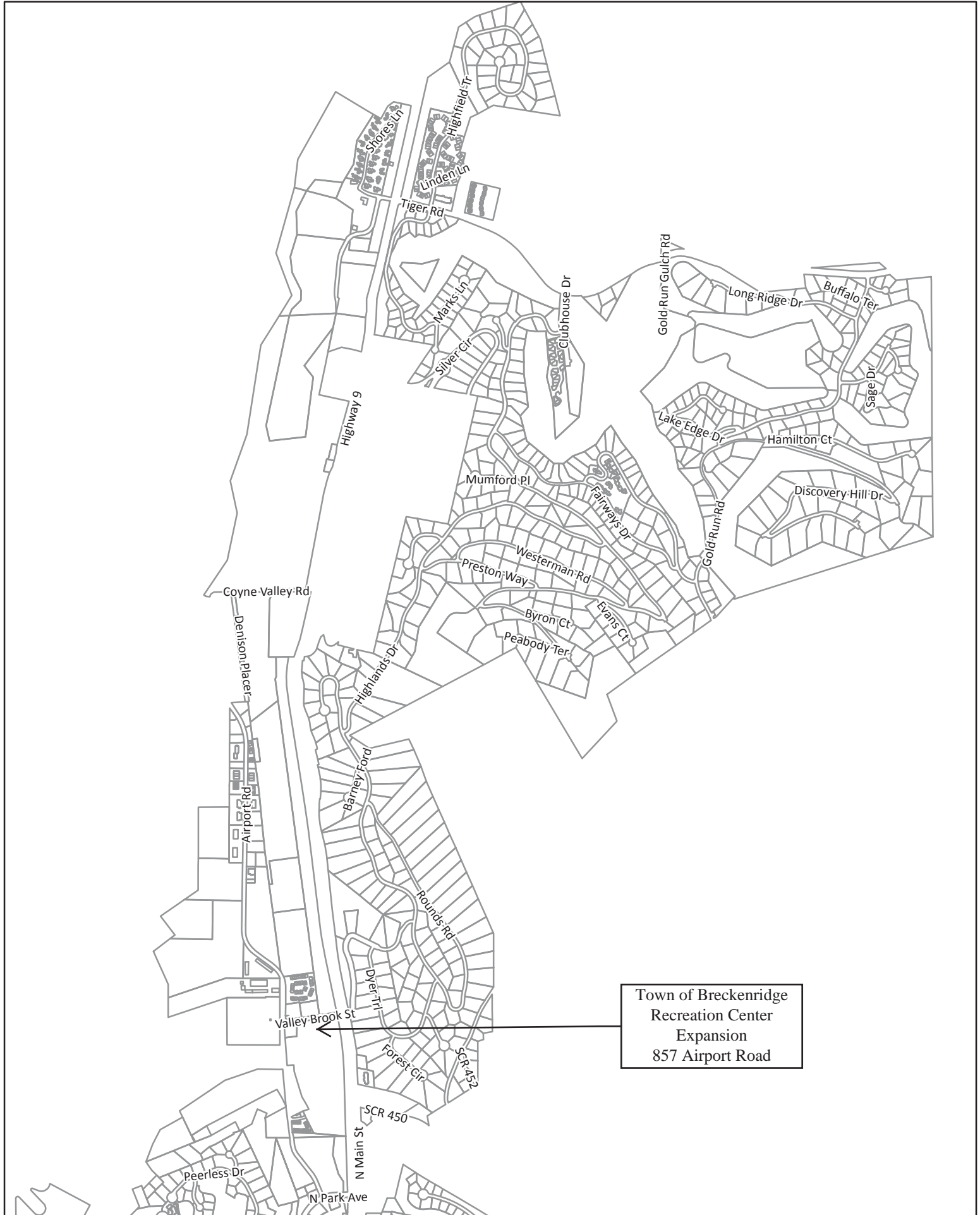
CLASS B APPLICATIONS: None.

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

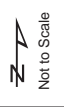


Lincoln Avenue
 Restaurant
 112 Lincoln Avenue



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



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.

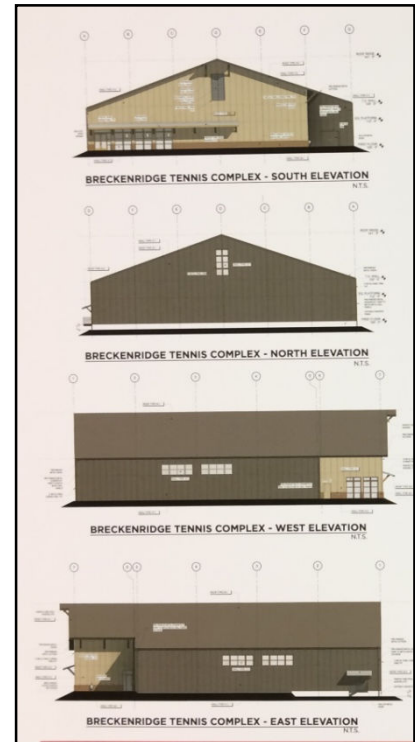
3. Town of Breckenridge Whitewater Park, PC#2001010. Whitewater Park encompassing approximately 1,800 linear feet of the Blue River. Positive six (+6) points were awarded.
4. Breckenridge Ice Arena, PC#1999049. 37,228 sq. ft. indoor ice arena. Positive six (+6) points were awarded.
5. Breckenridge Recreation 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 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.

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

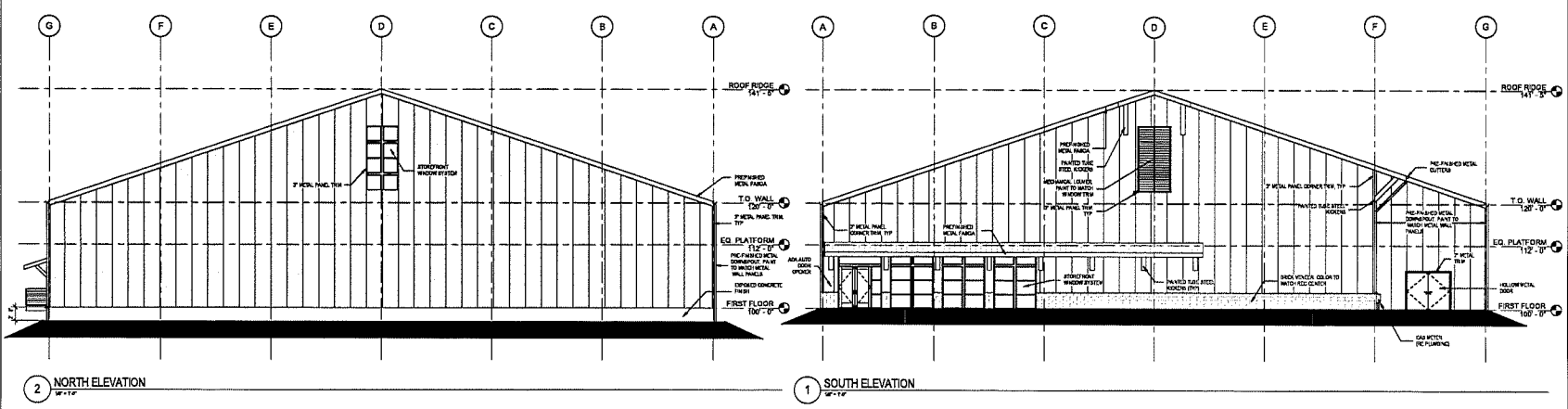
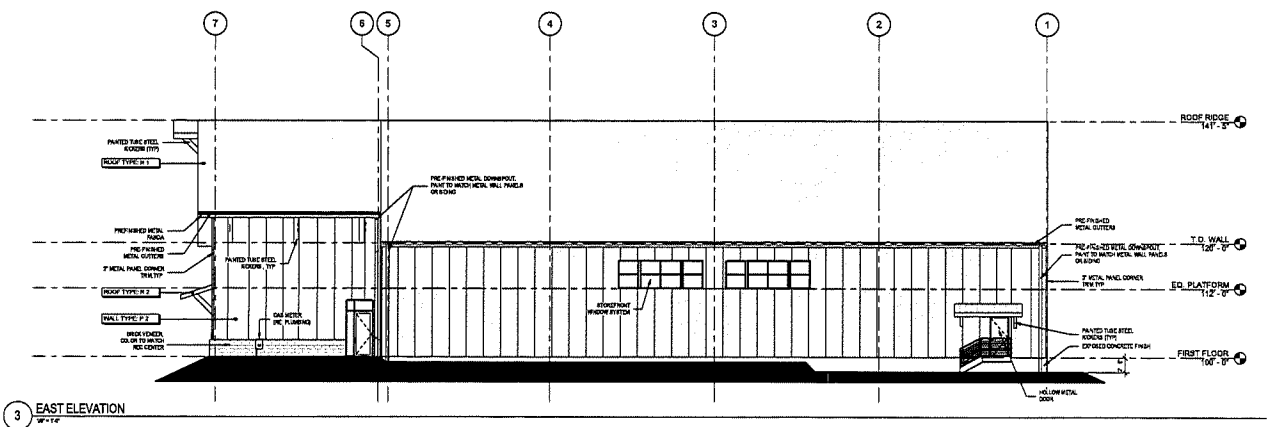
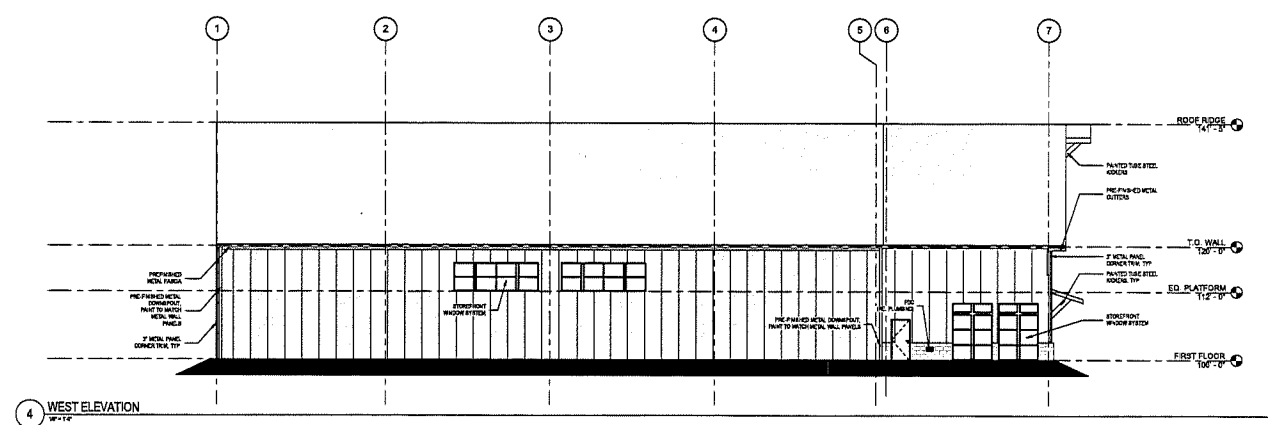
1. This project is “Town Project” as defined in Section 9-4-1 of the Breckenridge Town Code because it involves the planning and design of a public project.
2. The process for the review and approval of a Town Project as described in Section 9-14-4 of the Breckenridge Town Code was followed in connection 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
 475 LINCOLN STREET
 SUITE 100
 DENVER, CO 80205
 TEL: 303-308-0200

NOT FOR CONSTRUCTION



BRECKENRIDGE TENNIS COMPLEX

Breckenridge, CO

BCD Project No.: 183

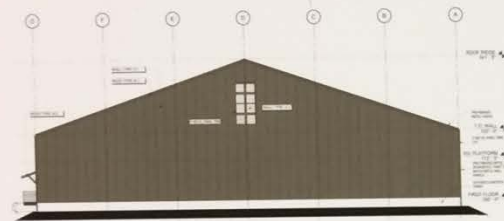
NO.	REVISION/DATE	DATE

EXTERIOR ELEVATIONS

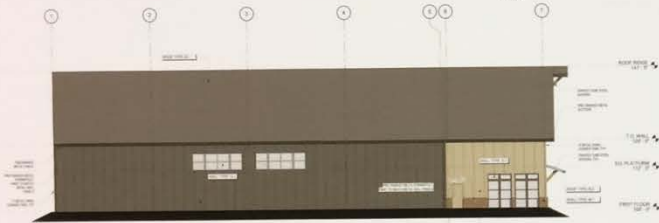
A3.10



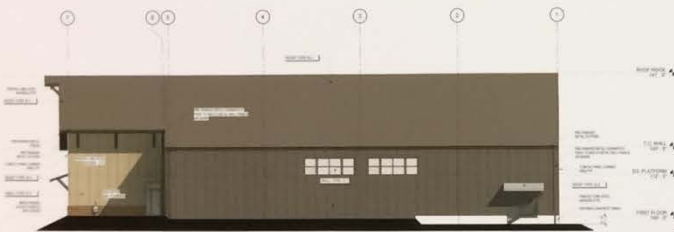
BRECKENRIDGE TENNIS COMPLEX - SOUTH ELEVATION
N.T.S.



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



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



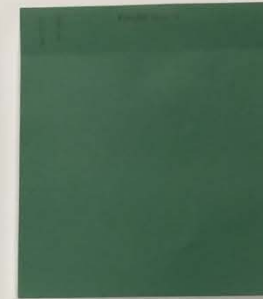
BRECKENRIDGE TENNIS COMPLEX - EAST ELEVATION
N.T.S.



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



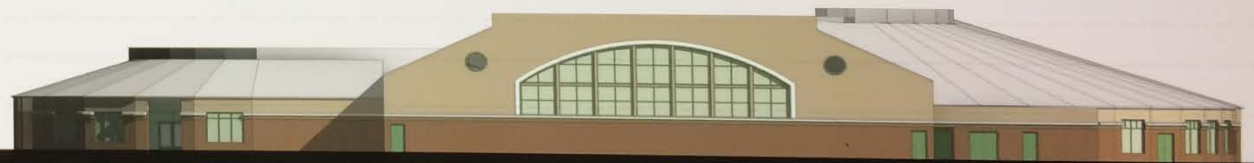
METAL PANEL: P-1
BRECKENRIDGE TENNIS COMPLEX



METAL PANEL: P-2
BRECKENRIDGE TENNIS COMPLEX



STOREFRONT COLOR
BRECKENRIDGE TENNIS COMPLEX



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



Scheduled Meetings, Important Dates and Events

Shading indicates Council attendance – others are optional

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

JANUARY 2017

Tuesday, January 24, 2017; 3:00/7:00 pm	Second Meeting of the Month
Tuesday, January 24 – Sunday, February 5, 2017	International Snow Sculpture Championships
Friday, January 27, 2017; 8:00-9:00 am; Starbucks & Breckenridge Ski Resort	Coffee Talk & Ski

FEBRUARY 2017

Tuesday, February 14, 2017; 3:00/7:00 pm	First Meeting of the Month
Friday, February 17, 2017; 8:00-9:00 am; TBD	Coffee Talk
Tuesday, February 28, 2017; 3:00/7:00 pm	Second Meeting of the Month

MARCH 2017

Tuesday, March 14, 2017; 3:00/7:00 pm	First Meeting of the Month
Thursday, March 16, 2017; 5:30 -7 pm; Town Council Chambers	State of the Town Presentation
Friday, March 17, 2017; 8:00-9:00 am; TBD	Coffee Talk
Tuesday, March 28, 2017; 3:00/7:00 pm	Second Meeting of the Month

OTHER MEETINGS

4 th Monday of the Month; 4:00 p.m.	Cultural Arts Advisory Committee; Riverwalk Center
1 st & 3 rd Tuesday of the Month; 6:00 p.m.	Planning Commission; Council Chambers
1 st Wednesday of the Month; 4:00 p.m.	Public Art Commission; 3 rd floor Conf Room
2 nd & 4 th Tuesday of the Month; 1:30 p.m.	Board of County Commissioners; County
2 nd Wednesday of the Month; 12:00 noon	Breckenridge Heritage Alliance
2 nd Tuesday of the month; 2:00 p.m.	Workforce Housing Committee
2 nd Thursday of the Month; 5:30 p.m.	Sanitation District
3 rd Monday of the Month; 5:30 p.m.	BOSAC; 3 rd floor Conf Room
3 rd Tuesday of the Month; 9:00 a.m.	Liquor Licensing Authority; Council Chambers
4 th Wednesday of the Month; 9:00 a.m.	Summit Combined Housing Authority
4 th Wednesday of the Month; 8:30 a.m.	Breckenridge Tourism Office; BTO Offices
4 th Thursday of the Month; 7:00 a.m.	Red White and Blue; Main Fire Station
1 st Wednesday of the Month; 3:00 p.m.	Childcare Advisory Committee; Town Hall

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