



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING

Tuesday, September 26, 2017; 7:00 PM

Town Hall Auditorium

I	CALL TO ORDER, ROLL CALL	
II	APPROVAL OF MINUTES - SEPTEMBER 12, 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. 25, SERIES 2017 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Gold Pan Bar And Restaurant Building – Lots 81 And 82, Bartlett And Shock Subdivision)	6
VI	NEW BUSINESS	
	A. FIRST READING OF COUNCIL BILLS, SERIES 2017 - PUBLIC HEARINGS	
	B. RESOLUTIONS, SERIES 2017	
	1. RESOLUTION NO. 24, SERIES 2017 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR COUNTY ANIMAL CONTROL/SHELTER SERVICES	10
	2. RESOLUTION NO. 25, SERIES 2017 - A RESOLUTION AUTHORIZING THE TOWN TO JOIN THE COMPACT OF COLORADO COMMUNITIES	20
	C. OTHER	
VII	PLANNING MATTERS	
	A. PLANNING COMMISSION DECISIONS	24
VIII	REPORT OF TOWN MANAGER AND STAFF	
IX	REPORT OF MAYOR AND COUNCILMEMBERS	
	A. CAST/MMC (MAYOR MAMULA)	
	B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MR. BERGERON)	
	C. BRECKENRIDGE TOURISM OFFICE (MS. GIGLIELLO)	
	D. BRECKENRIDGE HERITAGE ALLIANCE (MS. WOLFE)	
	E. WATER TASK FORCE (MR. DUDICK)	
	F. BRECKENRIDGE CREATIVE ARTS (MS. LAWRENCE)	
	G. BRECKENRIDGE EVENTS COMMITTEE (MS. LAWRENCE)	
X	OTHER MATTERS	
XI	SCHEDULED MEETINGS	28

*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.

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 September 12, 2017 to order at 7:00 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 - AUGUST 22, 2017

With no changes or corrections to the meeting minutes of August 22, 2017, Mayor Mamula declared they would stand approved as submitted.

APPROVAL OF AGENDA

Mr. Holman stated there were no changes to the agenda. Mayor Mamula declared the agenda approved as presented.

COMMUNICATIONS TO COUNCIL

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

Mayor Mamula opened Citizen's Comment.

Mr. Gary Martinez stated he was here to remind Council about the Breckenridge Festival of Film coming up Sept. 21-24. He also thanked Council for its support of the festival, and previewed the trailer for the festival. Mr. Martinez stated many films will be presented, as well as a student film competition this year.

Mr. Rob Prescott, representing the 10K⁺ Merchants Association of Breckenridge, stated he has formed an association with the help of several other businesses. He further stated he would like to present a proposal to Council at another meeting. In addition, Mr. Prescott stated he would like to address parking issues that he observes, including requesting outreach to the community about the mud season free parking in October. He further stated retail sales in Breckenridge this summer have been challenging for many stores, and there has been deep discounting. Council thanked him for his comments.

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

B. Breckenridge Tourism Office Update

The Breckenridge Tourism Office wasn't present for an update.

CONTINUED BUSINESS

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

NEW BUSINESS

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

1. COUNCIL BILL NO. 25, SERIES 2017 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Gold Pan Bar and Restaurant Building – Lots 81 and 82, Bartlett and Shock Subdivision)

Mayor Mamula read the title into the minutes. Mr. Chapin LaChance, Planner 2, stated this ordinance would designate the Gold Pan Bar as a historic landmark. He further stated the Planning Commission has reviewed this land marking, and staff supports its approval.

Mr. Bergeron moved to approve COUNCIL BILL NO. 25, SERIES 2017 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Gold Pan Bar and Restaurant Building – Lots 81 and 82, Bartlett and Shock Subdivision). Mr. Burke seconded the motion.

The motion passed 7 - 0.

B. Resolutions, Series 2017

1. RESOLUTION NO. 22, SERIES 2017 - A RESOLUTION APPROVING AN ASSIGNMENT OF PARTIAL INTEREST IN REAL ESTATE OPTION AGREEMENT WITH SUMMIT COUNTY, COLORADO (Lots 4 & 5, Block 7, Alpine Breck Filing No. 2)

Mayor Mamula read the title into the minutes. Mr. Scott Reid, Recreation Director, stated the following two resolutions would assign a partial interest in 3 lots in the Alpine Breck subdivision. He further stated the closing with Summit County is set to take place this week, and staff is asking Council to consider these resolutions at this time.

Mr. Bergeron moved to approve RESOLUTION NO. 22, SERIES 2017 - A RESOLUTION APPROVING AN ASSIGNMENT OF PARTIAL INTEREST IN REAL ESTATE OPTION AGREEMENT WITH SUMMIT COUNTY, COLORADO (Lots 4 & 5, Block 7, Alpine Breck Filing No. 2). Ms. Gigliello seconded the motion.

The motion passed 7 - 0.

2. RESOLUTION NO. 23, SERIES 2017 - A RESOLUTION APPROVING AN ASSIGNMENT OF PARTIAL INTEREST IN REAL ESTATE OPTION AGREEMENT WITH SUMMIT COUNTY, COLORADO (Lot 8, Block 2, Alpine Breck Filing No. 2)
Mayor Mamula read the title into the minutes. This resolution was addressed as part of Resolution No. 22, Series 2017.
Mr. Bergeron moved to approve RESOLUTION NO. 23, SERIES 2017 - A RESOLUTION APPROVING AN ASSIGNMENT OF PARTIAL INTEREST IN REAL ESTATE OPTION AGREEMENT WITH SUMMIT COUNTY, COLORADO (Lot 8, Block 2, Alpine Breck Filing No. 2). Ms. Wolfe seconded the motion.
The motion passed 7 - 0.

C. Other

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 had nothing to report.

REPORT OF MAYOR AND COUNCILMEMBERS

A. Cast/MMC (Mayor Mamula)

Mayor Mamula stated the MMC meeting took place this week, and members discussed the current fire ban, and how it's being monitored daily. He further stated the ban won't be escalated at this point due to the cooler weather. Mr. Holman stated the mayors will send a letter to the fire chiefs to encourage them to work together collaboratively on the EMS system, possibly using with an outside agency to moderate for conflict resolution.

B. Breckenridge Open Space Advisory Committee (Mr. Bergeron)

Mr. Bergeron stated the BOSAC group attended a site visit to the proposed Weber Hut, and the County, Forest Service and the Town have agreed on the use of the access trail to the hut. Approval of the hut will now go through the regular process. He also stated they talked about not carrying too much of a fund balance, and there were several new trails built this summer. Ms. Wolfe asked about the plantings along the river, and Mr. Reid stated volunteer projects have done a lot of work in that area but it's not finished yet. Mr. Bergeron also stated they discussed the Breckenridge Heritage Management Plan.

C. Breckenridge Tourism Office (Ms. Gigliello)

Ms. Gigliello stated the board retreat is coming up, Oktoberfest went well, Camp 9600 going on now, and the Wine Classic coming up. She further the BTO is experiencing some staffing changes, and the One Breckenridge initiative continues to go well.

D. Breckenridge Heritage Alliance (Ms. Wolfe)

Ms. Wolfe stated the winner of the annual Theobald Award was Tony Harris, who was well-deserved recipient.

E. Water Task Force (Mr. Dudick)

Mr. Dudick stated there was no update.

F. Breckenridge Creative Arts (Ms. Lawrence)

Ms. Lawrence stated there was no update.

G. Breckenridge Events Committee (Ms. Lawrence)

Ms. Lawrence stated the Spartan events went well, and will hopefully return next year. She further stated the Gathering on the Great Divide Arts Festival asked about their use of the Wellington/Sawmill parking lots for next year. She stated the committee was generally okay with them using those lots for that purpose, and is seeking Council input on this decision. Ms. Wolfe stated she spent time walking the Town that weekend, and there was parking available on Main Street. She further stated she believes the art fair contributed to the crowds in town that weekend, which was a positive thing, so she would support it again. Mr. Bergeron stated he supports it. Council agreed to allow the festival to continue use of the lots during that weekend in 2018, and Ms. Lawrence would communicate that back to the Events Committee.

OTHER MATTERS

Mr. Dudick stated he attended a meeting of the Zero Waste Task Force last week, and the goal would be to provide a recommendation to the County Commissioners by the end of

the year. He further stated the group reviewed current funding sources and the goal of reaching 30% diversion, which may cost at least \$1,000,000 per year that would need to be raised by tax question.

Mr. Bergeron stated Frisco and the High Country Conservation Center have been speaking about a county-wide climate action plan, and we will be looking to get this on the agenda soon as part of a county-wide measure.

Ms. Gigliello asked about reviewing the Council Goals, and staff responded this will take place at a future work session. Also, she mentioned that at Oktoberfest there was not obvious recycling and they wouldn't pour the beer directly into your stein, so there was a lot of waste.

SCHEDULED MEETINGS

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:30 pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

DRAFT

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 25 (Gold Pan Bar and Restaurant Building Landmarking Ordinance)

DATE: September 14, 2017 (for September 26th meeting)

The second reading of the ordinance to landmark the Gold Pan Bar and Restaurant Building is scheduled for your meeting on September 26th. There are no changes proposed to ordinance from first reading.

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

FOR WORKSESSION/SECOND READING – SEPT. 26

NO CHANGE FROM FIRST READING

COUNCIL BILL NO. 25

Series 2017

AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Gold Pan Bar and Restaurant Building – Lots 81 and 82, Bartlett and Shock Subdivision)

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

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

A. Silver Heels Inn, Inc. owns the hereinafter described real property. Such real property is located within the corporate limits of the Town of Breckenridge, County of Summit and State of Colorado.

B. Silver Heels Inn, Inc. filed an application pursuant to Chapter 11 of Title 9 of the Breckenridge Town Code seeking to have the hereinafter described real property designated as a landmark (“**Application**”).

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

D. The improvements located on hereinafter described real property are more than fifty (50) years old.

- a. The existing covered walkway structure is estimated to have been added to the front façade of the Gold Pan Bar and Restaurant building in the 1960’s. However, staff cannot confirm that the covered walkway structure is at least 50 years old. The Planning Commission supports the designation of the building as a Landmark, however notes for future reference that the covered walkway addition is not confirmed to be at least 50 years old and is therefore not landmarked.

E. The hereinafter described real property meets the “Architectural” designation criteria for a landmark as set forth in Section 9-11-4(A)(1)(a)(1) of the Breckenridge Town Code because the property exemplifies specific elements of architectural style or period, and Section 9-11-4(A)(1)(a)(5) because the property is of a style particularly associated with the Breckenridge area.

F. The hereinafter described real property meets the “Social” designation criteria for a landmark as set forth in Section 9-11-4(A)(1)(b)(2) of the Breckenridge Town Code because the property exemplifies cultural, political, economic or social heritage of the community.

G. The hereinafter described real property meets the “Geographical/ Environmental Importance” designation criteria for a landmark as set forth in Section 9-11-4(A)(1)(c)(2) of the Breckenridge Town Code because the property is an established and familiar natural setting or visual feature of the community.

H. The hereinafter described real property meets the “Physical Integrity” criteria for a landmark as set forth in Section 9-11-4(A)(3) of the Breckenridge Town Code because:

- (i) The property shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, state or nation and;
- (ii) The property retains original design features, materials and/or character and;
- (iii) The structure is on its original location or is in the same historic context after having been moved.

I. In accordance with the requirements of Section 9-11-3(B)(3) of the Breckenridge Town Code, on August 15, 2017, the Application was reviewed by the Breckenridge Planning Commission. On such date the Planning Commission recommended to the Town Council that the Application be granted.

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

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

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

Lots 81 and 82, Bartlett and Shock Subdivision, Town of Breckenridge, County of Summit, and State of Colorado; also known as 103 North Main Street, Breckenridge, Colorado 80424

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

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

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

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
PUBLISHED IN FULL this 12th day of September, 2017.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FROM: Nicola Erb, Interim Chief of Police

DATE: August 25, 2017

SUBJECT: Resolution for IGA with Summit County Animal Control

A resolution has been prepared that will allow the Town to enter into a new Intergovernmental Agreement (IGA) with Summit County for animal shelter services. This will replace the current IGA that was signed in 2003. There have been no increases in revenue for animal shelter services, yet costs have increased. The County has revised this agreement to allow for a flat rate fee increase with no per animal charge in 2018.

Currently the Town pays a fee of \$50.00 per animal with a flat rate of \$1,500.00 annually. Over the past 6 years, the Town of Breckenridge has paid an average of \$2,951.00 per year. The new resolution would do away with the per animal fee and move to a flat rate of \$5,700.00 in 2018 with a built in annual increase up to 5% to account for increasing costs of staff and operating supplies. The 2018 proposed fee for each participating jurisdiction will account for only 43% of the actual costs with the remaining cost to be paid by Summit County.

The current agreement for each participating jurisdiction includes a \$115.00 fee for after hours animal control service requests. This fee will increase to \$150.00 per after hours call. Currently, the towns are also responsible to cover \$350.00 for emergency medical treatment. This amount will increase to \$400.00 to cover the emergency fee and minimal stabilization treatment at the local veterinary hospitals.

Previously, the Police Department requested restitution through municipal court for the per animal fee when an animal was taken to the shelter and the owner received a summons. Judge Allen has been made aware of the change in fees and a system has been created to seek restitution in appropriate cases.

Staff is recommending approval of this resolution so we can enter into the new IGA.

1 Section 1. The proposed “Intergovernmental Agreement For County Animal
 2 Control/Shelter Services” with the Board of County Commissioners of Summit County,
 3 Colorado (**Exhibit “A”** hereto) is approved, and the Mayor is authorized, empowered, and
 4 directed to execute such agreement for and on behalf of the Town of Breckenridge.

5
 6 Section 2. This resolution is effective upon adoption.

7
 8 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____, 2017.

9
 10 TOWN OF BRECKENRIDGE, a Colorado
 11 municipal corporation

12
 13
 14
 15 By: _____
 16 Eric S. Mamula, Mayor

17
 18 ATTEST:

19
 20
 21
 22 _____
 23 Helen Cospolich, CMC,
 24 Town Clerk

25
 26 APPROVED IN FORM

27
 28
 29
 30 _____
 31 Town Attorney date

**INTERGOVERNMENTAL AGREEMENT
FOR COUNTY ANIMAL CONTROL/SHELTER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into effective as of the 1st day of January 2018, by and between the Town of Breckenridge, a Colorado municipal corporation ("Town") and the Board of County Commissioners of Summit County, Colorado ("County"), a political subdivision of the State of Colorado. The Town and County shall be collectively referred to as the "Parties".

WHEREAS, pursuant to the provisions of Section 18 of Article XIV of the Colorado Constitution and Section 29-1-203, C.R.S., as amended, the Town and County may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, pursuant to Section 30-15-101(2), C.R.S., a county and a municipality may enter into an intergovernmental agreement to provide for the impounding, care and disposition of pet animals; and

WHEREAS, the County operates a state licensed animal shelter facility and accepts dogs, cats and other pet animals for impoundment from incorporated and unincorporated areas of Summit County, Colorado; and

WHEREAS, the Town wishes to utilize the Summit County Animal Control and Shelter, the County's animal shelter facility and certain associated animal control services provided by the County; and

WHEREAS, the County and the Town have agreed upon a cost schedule related to the County's provision of specified animal control services, and to the Town's use of the County's animal shelter facility; and

WHEREAS, the Town and County have determined it to be in the best interest of public health, safety and welfare of their citizens for the Town to contract for the use of the County's animal control facility and the County's provision of certain animal control services.

NOW, THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties enter into the following Agreement:

Section 1. Definitions.

Emergency Medical Treatment is immediate veterinary medical attention due to life threatening injury or disease preceding or during the process of impoundment. The determination whether to seek Emergency Medical Treatment is to be made by the officer or official responsible for the pet animal in his/her custody, or by the staff at the animal shelter facility.

Emergency On Call Service Requests is response by SCAC to emergency or on call requests for the provision of animal control services within the town after hours or when no county animal control officer is on duty to respond.

Impound means the placement of an animal into a holding kennel or cage at the County shelter facility or an animal taken to a veterinary hospital with no owner known for the purpose of holding prior to owner reclaiming said pet animal.

Shelter means the Summit County Animal Shelter Facility located at 0058 Nancy's Place, PO Box 5225, Frisco, CO 80443. The Shelter is a secure, alarm protected building with 24 hour per day access to authorized users.

Section 2. Obligations of the County.

a. The County shall accept pet animals on a daily basis from the Town for Impoundment at the Shelter.

b. The County shall perform humane euthanasia on and properly dispose of any impounded pet animals that are not redeemed, adopted, or otherwise transferred or placed. Such euthanasia shall be performed no sooner than five (5) days following the date of Impoundment in the manner prescribed by the Summit County Animal Control Officer (unless the animal is in a condition of injury or illness that would preclude a healthy recovery, or is to be destroyed by court order, pursuant to local or State law).

c. The County shall have no obligation to pay emergency medical treatment fees of Impounded pet animals from the Town.

d. A Shelter staff representative shall attempt to contact the Town by telephone or other electronic means of communication concerning any pet animal brought from that Town to the Shelter by a citizen. In such instances, the County shall request identification information from citizens bringing animals from the Town. If the County is unsuccessful in contacting a Town representative prior to acceptance of an animal, the County will exercise its best judgment in Impounding such animal and will obtain whatever information is available from the citizen so that follow-up on the incident can be made by the Town.

e. The County shall provide on-going access to the Shelter which meets regulations as set by the Colorado Pet Animal Care and Facilities Act, § 35-80-101, et seq., C.R.S.

h. The County shall provide to the Town a quarterly animal control services report, indicating the number of Town pet animals Impounded and the status or disposition of each Impounded pet animal.

i. The County shall provide, upon request by an official from the Town, any pet animal or owner information as maintained in its database records for assistance in enforcement efforts, pet animal registration or ownership verification.

j. The County shall provide to the Town a quarterly invoice for services performed pursuant to this Agreement, which invoices shall itemize the flat rate Shelter user fee amount and sufficiently describe each additional charge for related fee services provided by the County during the invoiced time period pursuant to this Agreement.

k. Notwithstanding anything contained in this Agreement, it is understood by the Parties that the decision of SCAC to respond, or not to respond, to any request or incident occurring within the Town's boundaries is within SCAC's discretion. The County shall not be liable for any failure to respond however SCAC shall promptly notify the Town of any decision not to respond.

Section 3. Obligations of the Town.

a. The Town shall pay the County an amount of \$150.00 for each emergency on call service request responded to by the County within or on behalf of the Town.

b. The Town shall pay to the County an amount of \$5700 for a flat rate annual Shelter user fee for the guaranteed use of the Shelter. This fee includes typical charges for animals accepted for Impoundment from the Town, which are eventually reclaimed, destroyed and disposed of, adopted or transferred, except for Emergency Medical Treatment, Emergency On Call Services, and Court Ordered or Quarantine Impoundment. Costs of communal cremations of pet animals destroyed and disposed of shall be included. If in the case of a court order or quarantine of any animal requiring a stay of greater than 10 (ten) days, an additional charge of \$20.00 per day shall apply.

c. The Town shall pay to the County the costs, up to \$400.00 per pet animal, for any Emergency Medical Treatment or stabilization which may be required at the time of Impoundment or occurring within the pet animal's five day initial stray at the Shelter. This responsibility will apply for any pet animal received from the Town and accepted by the Shelter when: the owner is unknown; the known owner has not paid the County within thirty days of delivery of the pet animal to the Shelter, or; the known owner cannot be located by the Town for collection of such costs within thirty days of delivery of the pet animal to the Shelter. The Town's responsibilities, as indicated herein, apply to all pet animals found within Town boundaries and delivered to the Shelter or presented for Emergency Medical Treatment by the Town, individual citizens or other law enforcement. The County shall provide documentation showing actual costs and matching reimbursement requests when a licensed veterinarian provides services.

d. The Town shall pay the County within 30 days of the Town's receipt of the quarterly invoice from the County, which invoice will include: flat fee Shelter user rate payment and the amount of related fee services provided by the County during the invoiced time period pursuant to this Agreement.

e. The Town shall provide to the County the following information, if available, on a log in sheet regarding Impounded pet animals from the Town: gender, description, time and location Impounded, owner information if known, and any legal stipulations or prerequisites for release to owner.

f. The Town shall evaluate the health or condition of animals it is Impounding with the County and shall leave proper notification for shelter staff to act upon as deemed necessary.

g. If a pet animal's condition is life threatening and warrants Emergency Medical Treatment, the Town shall transport the animal to a veterinarian care facility for Impoundment rather than deliver the animal to the Shelter. The Shelter will take over responsibility

for the care of the pet animal after being notified by the veterinary provider of the pet animal being ready for release and will provide transport to the Shelter.

h. On all pet animals Impounded by the Town, the Impounding officer or representative of the Town shall remove an animal's collar attaching it to the kennel or holding area, place pet animal in kennel with bowl of water and securely close and latch kennel door.

Section 4. Term and Termination. This Agreement shall begin on January 1, 2018 and shall terminate on December 31, 2018. Upon the expiration of its initial term, the IGA shall automatically renew for up to five (5) one-year renewal terms. Either party may terminate this agreement upon thirty (30) days written notice to the other party. Payment shall be made to the County for all services rendered prior to the date of termination.

Section 5. Renewal Term. Each of the Parties' respective financial obligations hereunder may increase by an amount not to exceed five percent (5%) annually for each renewal term. Annual review and revision of the Parties' respective financial obligations hereunder will occur at a Chief's meeting during the first quarter of each year for the following year's budget. The Parties respective financial obligations for each renewal terms shall be described in writing and shall be formally approved by authorized representatives of the Parties. Failure of any of the Parties to agree to revised financial obligations for the next following renewal term of this IGA shall cause the IGA to terminate on December 31st of the then current calendar year.

Section 6. County Employees. Shelter employees shall be employees of the County and not the Town, and shall be covered by County insurance and receive County employment benefits.

Section 7. Governmental Immunity. The Parties expressly rely upon and do not waive the protections and limitations of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as presently stated and as it may be amended from time to time.

Section 8. Insurance.

a. County: The County shall procure and maintain for the term of this Agreement comprehensive general liability insurance with limits of liability at least equal to the limits of the Governmental Immunity Act (currently \$350,000 per person per occurrence and \$990,000 aggregate per occurrence). Such insurance shall include coverage for personal injury, contractual liability and premises operations. The County shall also carry Workers' Compensation insurance for its employees as required by law.

b. Town: The Town shall procure and maintain for the term of this Agreement comprehensive general liability insurance with limits of liability at least equal to the limits of the Governmental Immunity Act (currently \$350,000 per person per occurrence and \$990,000 aggregate per occurrence). Such insurance shall include coverage for personal injury, contractual liability and premises operations. The Town shall also carry Workers' Compensation insurance for its employees as required by law.

Section 9. Indemnification.

a. By County: To the extent authorized by law and to the extent of the limits of

liability of the Colorado Governmental Immunity Act (§ 24-10-101, et seq., C.R.S.) the County shall indemnify, defend and hold harmless the Town, its officers, employees and agents, from and against any and all claims, demands, actions or liability of any kind arising directly or indirectly out of the performance of duties for the Town under this Agreement, if the claim, demand, action or liability is caused in whole or in part by the negligence of the County, by agreement herein or which arise out of any worker's compensation claim of any employee of the County; except to the extent such claim, demand, action or liability arises from the negligence of the Town.

b. By Town: To the extent authorized by law and to the extent of the limits of liability of the Colorado Governmental Immunity Act (§ 24-10-101, et seq., C.R.S.) the Town shall indemnify, defend and hold harmless the County, its officers, employees and agents, from and against any and all claims, demands, actions or liability of any kind arising directly or indirectly out of the performance of duties for the Town under this Agreement, if the claim, demand, action or liability is caused in whole or in part by the negligence of the Town, by agreement herein or which arise out of any worker's compensation claim of any employee of the County; except to the extent such claim, demand, action or liability arises from the negligence of the County.

Section 10. Parties' Authority. The Parties represent that each has the authority to enter into this Agreement according to applicable Colorado law, Home Rule Charters and Ordinances, and each represents that the terms and conditions hereof are not in violation of any agreement into which it has previously entered.

Section 11. Binding Effect. The agreements and covenants as set forth herein shall be binding upon the Parties, their heirs, successors, and assigns.

Section 12. Entire Agreement. This Agreement and any exhibits hereto represent the entire understanding between the Parties regarding the subject matter herein, and no other agreement, oral or written, made prior to the date of this Agreement, shall be valid as between the Parties.

Section 13. Modification. This Agreement shall not be modified except in writing executed by all Parties hereto.

Section 14. Waiver. The failure of either Party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.

Section 15. Applicable Law. This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado.

Section 16. Venue. For the resolution of any dispute arising from this Agreement, venue shall be in the courts of Summit County, Colorado.

Section 17. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

Section 18. Severability. In case one or more of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 19. No Third Party Beneficiaries. It is the intent of the Parties to this Agreement that they be and remain the sole beneficiaries of this Agreement and no other person or party shall be entitled to claim benefits or damages or bring suit or other proceeding against the Town or County because of any term contained in this Agreement.

Section 20. Annual Appropriation. Notwithstanding anything herein contained to the contrary, the Town's obligations under this Agreement are expressly subject to an annual appropriation being made by the Town in an amount sufficient to allow the Town to perform its obligations hereunder. In the event sufficient funds shall not be appropriated for the payment of sums due to County hereunder, this Agreement may be terminated by either party without penalty; provided, however, that the Town shall pay the County for all services rendered prior to the date of termination. The Town's obligations hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

Section 21. Prior Agreements. This Agreement supersedes all prior agreements between the Parties with respect to the Shelter; provided, however, that all indemnification obligations of any such prior agreement shall survive the execution of this Agreement, and the Town shall pay the County for all sums lawfully due under any prior agreement.

Section 22. Effective Date. The Effective Date of this Agreement shall be January 1, 2018.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement the date first written above.

TOWN OF BRECKENRIDGE

BY: _____
Town (Official)

Attest: _____

SUMMIT COUNTY, COLORADO

BY: _____
Scott Vargo, County Manager

BY: _____
Jaime FitzSimons, Summit County Sheriff

BY: _____
Lesley Hall, Animal Control Director

MEMORANDUM

TO: Town Council

FROM: Mark Truckey, Assistant Director of Community Development

DATE: September 19, 2017 for September 26 Council Meeting

SUBJECT: Resolution Formally Joining the Compact for Colorado Communities

In May, Mayor Mamula and staff attended the Compact for Colorado Communities gathering in Aspen. The event was intended to kick off a process where communities in the state would join together to share information and develop strategies for addressing climate change. At the event, Mayor Mamula signed on as a signatory party with the intent to have more discussions with the Council and to formally join the Compact later in the year. Compact spokespersons are now requesting that signatory parties consider and adopt resolutions to join the Compact, preferably by the end of September, because the group will start formally convening in October. A number of jurisdictions have already formally joined the Compact, including Avon, Snowmass Village, Telluride, Winter Park, Basalt, Fraser, Boulder County and Westminster. Many more jurisdictions are expected to join in the upcoming weeks. Both the Summit County BOCC and the Town of Frisco are also signatory parties and are expected to join the Compact.

Attached is a resolution that will allow the Town of Breckenridge to formally join the Compact. There are a few requirements the Town must meet in order to be formal member, including:

- Commit at least one elected official and town staff to annual training on a variety of climate issues and mitigation strategies. These individuals would also act as liaisons with the Compact.
- Make an annual contribution of about \$1,200 to assist in funding the Compact.
- By September 30, 2019 the Town should publicly announce a significant goal or initiative related to addressing climate change. Participation in a Climate Action Plan with other entities in the County could satisfy this requirement, as could setting the renewable goals that the Council is having ongoing discussions with.

FOR WORKSESSION/ADOPTION – SEPTEMBER 26

RESOLUTION NO. __

SERIES 2017

A RESOLUTION AUTHORIZING THE TOWN TO JOIN THE COMPACT OF COLORADO COMMUNITIES

WHEREAS, Colorado communities share in common a strong quality of life deeply rooted in the state's vigorous economy, agricultural and environmental resources, and rich cultural heritage; and

WHEREAS, Colorado communities, residents and businesses throughout the state are already beginning to feel the impacts of climate change such as reduced snowpack, high heat days, earlier snowmelt runoff, and more frequent and severe floods, droughts and wildfires; and

WHEREAS, the Town of Breckenridge seeks to join neighboring cities and counties in developing innovative ways to address climate change, build community resilience and stimulate local economies; and

WHEREAS, on May 19, 2017, elected officials and senior staff from Colorado cities and counties, including the Town of Breckenridge, pledged to present a formal charter to become co-founding members of the Compact of Colorado Communities; and

WHEREAS, the mission of the Compact of Colorado Communities is to build capacity of Colorado cities and counties in developing and implementing aggressive climate change and clean energy initiatives thus ensuring the security and economic prosperity of its member communities; and

WHEREAS, the Compact of Colorado Communities will advance climate action and preparedness of its member communities through:

- Providing training and technical support to member communities in developing and delivering community improvement programs advancing Greenhouse Gas reduction, clean energy and climate preparedness;
- Facilitating peer learning and resource sharing between local governments;
- Enhancing local government capacity to address climate related risks and opportunities throughout critical decision-making roles;
- Securing technical support and funding resources for members' local implementation efforts;
- Spurring creation of jobs, improving public health and demonstrating bold actions; and
- Advancing statewide preparedness and resilience.

WHEREAS, the Compact will be governed by a Steering Committee that includes representation from member communities nominating their own elected officials and/or senior staff (the “Steering Committee”); and

WHEREAS, the Compact of Colorado Communities will be administered by staff hired and dedicated to its own mission without conflict of interest; and

WHEREAS, the Association of Climate Change Officers (“ACCO”) will act as a temporary fiscal agent for the Compact until such time as the Compact may establish its own organization or has identified a successor organization to serve in that role.

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

Section 1. The Town of Breckenridge hereby formally joins the Compact of Colorado Communities, and will adhere to the requirements for all Compact members that are summarized below and accounted for in the Compact's published guidelines:

1. Training & Capacity Building

- Commit at least one elected official and assign at least one senior staff member to participate in the annual convening of the Compact.
- Commit leadership and staff participation in annual climate change training as referenced in the Compact Guidelines.

2. Contribution & Funding

- Subject to annual appropriation by the Town Council, make an annual contribution to the Compact of \$1,200, with the annual contribution due by no later than 30 days after the local government’s fiscal year start date.
- Encourage staff, as appropriate, to provide non-financial support to the Compact’s fundraising efforts to ensure that the Compact has sufficient and sustainable funding to supports its members.

3. Actions

- Establish and publicly announce a new goal or initiative by no later than September 30, 2019 that meets an appropriate aggressiveness threshold to be agreed upon by the Steering Committee in consultation with ACCO and Compact staff.

4. Participation

- Assign one elected official and one senior staff person to serve as liaisons and official representatives to the Compact.

- Elected officials will be invited to participate in activities designed and appropriate for elected officials and government leaders (to be held no more frequently than twice annually).
- Staff liaisons will be asked to address administrative issues, process annual contributions, coordinate usage of Compact benefits and participate in Compact-wide meetings (to be held no more frequently than on a quarterly basis).

Section 2. This resolution is effective upon adoption.

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

TOWN OF BRECKENRIDGE

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney Date

MEMORANDUM

To: Town Council

From: Peter Grosshuesch, Director of Community Development

Date: September 20, 2017

Re: Planning Commission Decisions of the September 19, 2017, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF September 19, 2017:

CLASS C APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS A APPLICATIONS:

1) Gold Pan Bar and Restaurant Building Modifications (CL) PL-2017-0464, 103 N. Main Street.
A proposal for a commercial addition of 1,610 sq. ft. to Gold Pan Bar and Restaurant building basement for food storage purposes, reconstruction of existing cooler building to house new full freight elevator, new stairs and landing, stamped concrete patio, and landscaping. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.



**Gold Pan Bar and Restaurant Building
Modifications, 103 N. Main Street**



printed 4/11/2017

Breckenridge South



PLANNING COMMISSION MEETING

The meeting was called to order at 5:30pm by Chair Schroder.

ROLL CALL

Christie Mathews-Leidal	Jim Lamb	Ron Schuman
Mike Giller	Steve Gerard	
Dan Schroder	Gretchen Dudney	

APPROVAL OF MINUTES

With changes to Mr. Gerard's comment on page 3, remove the word "scaffolding" and replace with "scallop," the September 5, 2017 Planning Commission minutes were approved.

APPROVAL OF AGENDA

With no changes, the September 19, 2017, Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No Comments

TOWN COUNCIL REPORT:

- Budget Retreat Meeting – The budget presented by Town staff was, by in large, approved. A few highlights include:
 - A club house remodel and expansion at the golf course will be further explored.
 - The McCain property road construction was deferred for one year.
 - Approved design funding for pedestrian safety improvements at Highway 9 and Huron Rd.
 - Locker room remodel at the Ice Rink was not authorized.
 - A second grant application will be submitted for Oxbow Park.
 - Renewed interest in the Riverwalk lobby.
 - Authorized a childcare teacher salary increase.

COMBINED HEARINGS:

1) Gold Pan Bar and Restaurant Building Modifications (CL) PL-2017-0464, 103 N. Main Street.

Mr. LaChance presented a proposal for a commercial addition of 1,610 sq. ft. to the Gold Pan Bar and Restaurant building basement for food storage purposes; reconstruction of existing cooler building to house a new full freight elevator, new stairs and landing, window modifications, stamped concrete patio, and landscaping.

Commissioner Questions / Comments:

Mr. Giller: You talk about the basement being storage but could it be converted to office or living space? Would the egress change for that? (Mr. LaChance: Yes, the egress would have to change but the applicant is proposing to use the space as storage and not office space.)

Mr. Schuman: Could that space be converted to living space? (Mr. LaChance: There is no room for on-site parking which is required for residential use, so that would make it very difficult to convert to living space. (Ms. Puester: If they did change the use it would be reviewed by staff. Any covenant changes would have to be reviewed by staff.) (Ms. Leidal: On line four of the covenant you could make a modification to include "other uses". (Ms. Puester: Yes, we could add that.)

Janet Sutterley, Architect, Presented:

It would be almost impossible to put housing in the basement. There is nowhere to put egress windows. The current stairway works for storage but nothing else. There is a 4 person occupancy downstairs. I would like to thank Chapin for a thorough and complete staff report. The kitchen addition doesn't count as full density. The two areas that changed from the May 2nd meeting are the cooler building and the stairway. The elevator is going in the cooler building but it isn't big enough so we raised the plate height and gave it a steeper roof pitch to improve the look. This makes it proportionally correct. In order to do that, I removed some of the non-historic space. The second change is the stairs going straight up into the door. We will take out the little bathroom.

Craig Jones, Future Gold Pan Tenant, Presented:

We take great pride in the success of our Denver winery location. I am excited about taking over and making some great additions. I look forward to working with the Commission as we progress with the changes.

Commissioner Questions / Comments:

Ms. Dudney: I am all for it!

Mr. Lamb: It's a complicated project and I support it 100%

Mr. Schuman: It seems that the plan gets better every time we review it.

Mr. Gerard: It is exciting that you are moving into a property that is familiar to so many tourists and making improvements. You have a great project that will better the downtown area.

Mr. Giller: The interior has a lot of character and defining features. I request that when you start work on the interior you take care in retaining that character.

Ms. Leidal: I support all of my colleague's comments and staff recommendations.

Mr. Schroder: I support and look forward to seeing the new additions.

With an addition to Condition of Approval #11 to include the phrase "any other uses," a motion was made to approve by Mr. Schuman, seconded by Mr. Lamb. The motion passed unanimously.

OTHER MATTERS:

- Ms. Puester sent an email earlier today about upcoming commission events. Gretchen, Mike and Steve will attend the State APA conference in Telluride. Also, Laurie Best and Nichole Rex are planning an affordable housing field trip Oct 19th in Denver.
- November 2nd & 3rd we will have our annual Planning Commission Field trip and meet with the Aspen staff and P&Z in Aspen.
- Saving Places conference is Jan 31 – Feb 3rd in Denver, registration is open.
- A new software program will be used to organize the planning commission meeting packets and agendas. There will be a new app and the agenda items will look different. You can make notes within the app.
- Reconvening the Code Steering Committee in the next two or three weeks.

ADJOURNMENT:

The meeting was adjourned at 6:15 pm.

Dan Schroder, Chair



Scheduled Meetings

Shading indicates Council required 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.

September 2017

Tuesday, Sept. 26, 2017	3:00pm / 7:00 pm	Town Hall Chambers	Second Meeting of the Month
-------------------------	------------------	--------------------	-----------------------------

October 2017

Monday, Oct. 2, 2017	8:00am - 9:00am	Keystone Conference Center	COO Breakfast
Tuesday, Oct. 10, 2017	3:00pm / 7:00 pm	Town Hall Chambers	First Meeting of the Month
Friday, Oct. 20, 2017	8:00am - 9:00am	TBD	Coffee Talk
Tuesday, Oct. 24, 2017	3:00pm / 7:00 pm	Town Hall Chambers	Second Meeting of the Month

Other Meetings

September 26th, 2017	Board of County Commissioners Meeting	8:30am / 1:30pm
September 27th, 2017	Summit Combined Housing Authority	9:00am
September 28th, 2017	Breckenridge Tourism Office Board Meeting	8:30am
	RW&B Board Meeting	3:00pm
October 3rd, 2017	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
October 4th, 2017	Police Advisory Committee	7:30am
	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	3:00pm
October 10th, 2017	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	1:30pm
October 11th, 2017	Breckenridge Heritage Alliance	Noon
October 12th, 2017	I-70 Coalition	1:00pm
	Upper Blue Sanitation District	5:30pm
October 17th, 2017	Breck Forward Task Force Meeting - TENT	8:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Breckenridge Creative Arts	4:15pm
	Planning Commission Meeting	5:30pm
October 23rd, 2017	Open Space & Trails Meeting	5:30pm
October 24th, 2017	Board of County Commissioners Meeting	9:00am / 1:30pm
October 25th, 2017	Summit Combined Housing Authority	9:00am
October 26th, 2017	Northwest Council of Governments	10:00am
October 27th, 2017	CAST	7:45am
November 2nd, 2017	QQ - Quality and Quantity - Water District	10:00am