



**BRECKENRIDGE TOWN COUNCIL  
WORK SESSION  
Tuesday, May 12, 2009**

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

<b>3:00 – 3:15 pm</b>	<b>I. <u>PLANNING COMMISSION DECISIONS</u></b>	<b>Page 2</b>
<b>3:15 – 3:30 pm</b>	<b>II. <u>LEGISLATIVE REVIEW</u> *</b>	
	Special Events Ordinance	<b>Page 86</b>
	Arts District Burn Permits	<b>Page 102</b>
<b>3:30 – 4:00 pm</b>	<b>III. <u>MANAGERS REPORT</u></b>	
	Public Projects Update	<b>Verbal</b>
	Housing/Childcare Update	<b>Verbal</b>
	Committee Reports	<b>Page 6</b>
	Financials	<b>Page 8</b>
<b>4:00 – 4:45 pm</b>	<b>IV. <u>OTHER</u></b>	
	Green Team Update	<b>Verbal</b>
	Parking End of Season Report	<b>Page 17</b>
<b>4:45 – 5:45 pm</b>	<b>V. <u>PLANNING MATTERS</u></b>	
	Economic Indicator Portal	<b>Verbal</b>
	Carbon Reduction Plan	<b>Page 31</b>
	Entrada Annexation Agreement	<b>Page 41</b>
<b>5:45 – 6:00pm</b>	<b>VI. <u>RECREATION ANNUAL REPORT</u></b>	<b>Page 64</b>
<b>6:00 – 7:15pm</b>	<b>VII. <u>JOINT BOCC/TOWN COUNCIL MEETING</u></b>	<b>Page 80</b>

**\*ACTION ITEMS THAT APPEAR ON THE EVENING AGENDA** **Page 81**

***NOTE: Public hearings are not held during Town Council Work Sessions. The public is invited to attend the Work Session and listen to the Council's discussion. However, the Council is not required to take public comments during Work Sessions. At the discretion of the Council, public comment may be allowed if time permits and, if allowed, public comment may be limited. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item. The public will be excluded from any portion of the Work Session during which an Executive Session is held.***

***Report of Town Manager; Report of Mayor and Council members; Scheduled Meetings and Other Matters are topics listed on the 7:30 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items.***

**MEMORANDUM**

**To:** Town Council

**From:** Peter Grosshuesch

**Date:** May 6, 2009

**Re:** Town Council Consent Calendar from the Planning Commission Decisions of the May 6, 2009, meeting.

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***DECISIONS FROM THE PLANNING COMMISSION AGENDA OF May 5, 2009:***

**CLASS C APPLICATIONS:**

1. Michaels Residence (MGT) PC#2009017, 190 Marks Lane  
Construct a new single family residence with 4 bedrooms, study, 4 bathrooms, 3,926 sq. ft. of density and 4,598 sq. ft. of mass for a F.A.R. of 1:4.90. Approved.
  
2. Laidlaw Residence (CK) PC#2009016, 78 Rounds Road  
Construct a new single family residence with 5 bedrooms, 5.5 bathrooms, 4,622 sq. ft. of density and 5,298 sq. ft of mass for a F.A.R. of 1:31.20. Approved.

**PLANNING COMMISSION MEETING**

**THE MEETING WAS CALLED TO ORDER AT 7:00 P.M.**

**ROLL CALL**

Dan Schroder  
Leigh Girvin

Rodney Allen  
JB Katz

Michael Bertaux  
Dave Pringle

Jim Lamb was absent.

Dr. Warner arrived at 7:40 pm.

**APPROVAL OF MINUTES**

With no changes, the minutes of the April 21, 2009 Planning Commission meeting were approved unanimously (6-0).

Mr. Bertaux complimented Ms. Vossman, the Planning Commission typist, and made the comment that the minutes were very thorough and read easily (regarding the worksession discussion). All agreed.

**APPROVAL OF AGENDA**

Mr. Mosher announced that there had been a noticing issue with the Peters Residence Renewal, PC#2009015. The mailed copy was correct; the large sign posted on the property had the incorrect date. As a result, tonight's combined hearing would instead be reviewed as a worksession. It will be up for decision on the next meeting.

Mr. Mosher announced that the Commission would discuss a potential one day retreat at the end of the meeting if time permitted.

With no other changes, the May 5, 2009 Planning Commission agenda was approved unanimously (6-0).

**CONSENT CALENDAR:**

1. Michaels Residence (MGT) PC#2009017, 190 Marks Lane
2. Laidlaw Residence (CK) PC#2009016, 78 Rounds Road

Ms. Girvin: On the Laidlaw Residence, there are negative points for using non-natural materials? Are the negative points for the cement board flat panel siding? (Mr. Kulick: Yes.) Where is it located on the elevations? (Mr. Kulick presented the elevations to the Commission to address the question and described the materials.)

With no motions for call up, the consent calendar was approved as presented.

**COMBINED HEARINGS (CHANGED TO WORKSESSION):**

1. Peters Residence Renewal (MM) PC#2009015, 305 & 307 East Washington

Mr. Mosher presented a proposal to remove the non-historic additions from the west and south sides of the existing historic cabin, then relocate (on site), restore, and locally landmark the cabin. Also, remove the non-historic structure from the property, and construct a new single-family residence. This application was approved in 2006, but the permit was about to expire. This application was to renew the permit, thereby extending the vested property rights.

The public notice that was mailed as well as the public notice in the newspaper had the correct meeting date on them, so Mr. Allen opened the hearing to public comment. There were no public comments and the hearing was closed.

**Commissioner Questions/Comments:**

Mr. Bertaux: Is the footprint lot an issue? (Mr. Mosher: There were originally two separate addresses on the property, and allowing footprint lots in this case will allow two addresses to be maintained. However there will likely be a new Lot A and Lot B type of address instead of separate numbers.)

Mr. Pringle: This may be a location where a footprint lot makes a lot of sense.

Ms. Girvin: There appears to be extra density in the basement of the proposal. Is the density accounted for? Floor plans show on the south side of the historic cabin, there appears to be a much larger basement

than the floor above. (Mr. Mosher: The density noted includes total density. The “free basement density” is only beneath the historic portion of the cabin.) Though not part of this application, there is a depression or sinkhole that ponds, floods and overflows towards this property. Believed it was created with the Brewer residence connected the waterline to the house. (Mr. Mosher: We will look into the construction impacts that caused that sinkhole.) Again, not part of this application, requested that the Klack be a new site visit for the Planning Commission to address as current issues. Concerned about the minimal setbacks for this application and thought that the entire development should flip to the west side and be held back off the side setback the same as the Jagentenfl residence to the south. (Mr. Allen: Why do you think that?) Everything is pushed to the east side on neighboring properties and this proposal is out of line with the setbacks on the west side of the Klack. Also concerned with views of adjacent buildings. (Mr. Mosher: The driveway was placed on the west to preserve the existing mature tree. Overall, the proposal took the negative points for the setbacks and mitigated it with the preservation of the cabin.)

Mr. Allen: Can you please walk us through the setbacks that do not meet criteria? (Mr. Mosher: Front yard is met with the 15 foot setback, and the side yards are at 3 feet each, the roof overhangs touch the setback, the foundation does not. Also, the backyard is at 10’ instead of the recommended 15’.) Can you also elaborate on the porch on the landmarked building? (Mr. Mosher: The non-historic porch is being removed. The proposed porch is an interpretation based on the Town’s historic guidelines. There is no photographic record of the original porch on the historic structure.)

Mr. Mosher stated that this application would be presented as a Combined Hearing at the May 19 meeting, when proper noticing requirements will have been met.

**PUBLIC PROJECTS:**

1. Locomotive Train Project (JP) PC#2009007, 123 North Main Street (*continued to a future date to be determined*).

Mr. Grosshuesch gave an update of the project to the Commission and answered general questions.

Mr. Allen motioned to continue the project indefinitely. Mr. Pringle seconded, and the motion was carried unanimously (6-0).

**WORKSESSIONS:**

1. Historic Setbacks (MGT)

Mr. Thompson presented. On April 21, 2009 staff presented a proposal to allow the relocation and renovation of historic secondary structures, without the allocation of negative points under Policy 9 (Relative) / Placement of Structures, in cases where the structure originally encroaches into a required setback but is moved fully onto the property. The Commission generally supported the proposal, but had a few suggestions, including:

- Allowing the waiver of negative points for both habitable and non-habitable buildings, as an additional incentive for restoration.
- Relocation of the structure must be on the same lot. This policy should not apply when a structure is moved to another lot.

Mr. Thompson presented portions of the existing Policy 9/R and 9/A with suggested additions to the Commission, and staff welcomed Commissioner comments.

*Commissioner Questions/Comments:*

Mr. Bertaux: Case to be made about the ambiguity in the language because it gives you the flexibility to determine for each scenario. (Mr. Grosshuesch: Over the years it has made more sense to keep the language flexible.) (Ms Girvin: You like this language?) It gives us something flexible to work with. (Mr. Pringle: Concerned that the word “context” will give projects negative points. Can we remove the last proposition in the language?) (Mr. Allen and Ms. Katz agreed.) (Mr. Mosher: Put a period after the word “context.”) (Mr. Thompson: I will strike “of the historic structure” from the last sentence in Policy 9/A, e. Now it will read as follows: “(ii) projects where the new location of the historic structure does not maintain its historic context.”)

Mr. Pringle: Not sure about language regarding maintaining the historic context. (Ms. Katz: Should we elaborate on the language to make it clearer?) (Mr. Grosshuesch: Looking to write ordinances based on multiple scenarios and precedent, need to remain flexible.) (Ms. Katz: Should we add language regarding location?) (Mr. Grosshuesch: Historic context describes the situation and location.) I

think that this addresses my concerns. Recommended that this issue be brought to the town council. (Mr. Bertaux seconded.)

Ms. Girvin: Is there an example when the historic context isn't met? Can you also explain the point regarding "non-conformity"? (Mr. Thompson: You can't move the structure further off the property line.)

Ms. Katz: Is the Planning Commission able to decide if the proposal is within historic context? (Mr. Grosshuesch: Yes.) There will be judgment calls that the Planning Commission will have to determine if the context is upheld. This will help to make the goal of the policy clear.

Mr. Allen: Can you please elaborate on the historic context? What are some example scenarios? (Mr. Mosher: If it was an out building that got moved out of context where the context of it being an "out building" was diminished, i.e. moved to the front of the lot. The context is that you can move it around, but it should remain in historic context of Breckenridge.)

Dr. Warner: Agreed with what Commission has discussed regarding historic context and appreciated the work.

***TOWN COUNCIL REPORT:***

No report was presented.

***OTHER MATTERS:***

Mr. Mosher inquired as to the Commissioners' interest in a one day retreat to engage in a planning topic. Suggested considering touring projects or other communities that address some of the current planning issues in the Town, such as sustainability / alternative energy, walkability, home sizes, forest health / fuel break, etc. Mr. Grosshuesch and Mr. Mosher recommended focusing on the alternative energy policy, potentially touring the Aspen and Carbondale areas. Dr. Warner recommended that energy farms should be considered rather than individual homes and businesses.

***Commissioner Comments:***

Ms. Girvin: Home sizes / neighborhood character field trip local suggestions are French Creek compared to character of Bill's Ranch. (Dr. Warner will speak with the committee to discuss these examples.)

Ms. Katz: Consider looking into communities that have looked at building materials that resist fire along with defensible space.

Mr. Allen: Focus on tours that are local, such as pedestrian and walkability, along with Klack tour.

***ADJOURNMENT***

The meeting was adjourned at 8:19 p.m.

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Rodney Allen, Chair

➤ MEMO

**TO: Mayor & Town Council**

**FROM: Tim Gagen**

**DATE: April 28, 2009**

**RE: Committee Reports**

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**Summit Stage**

**James Phelps**

**April 29**

John Jones reported that the Transit Tax Collection is still tracking less than 2008 year to date. For Year-to-date or thru February receipts are down 14.7%. The preliminary word is that March numbers will likely make this deficit more negative.

Per Summit Stage BOD direction, a survey will be distributed in the Blue River Area. At time of meeting 518+ names and addresses are known to survey. The Bekkedal area will also be included in this survey. This survey will be distributed the first week of May. As reported in the last committee report the Summit Stage is gathering information for potential of a new service. After survey is completed if meets Service Criteria then would allow for future expansion. At this time there is no new service being proposed for 2009 or 2010 due to financials.

The Stage is continuing to evaluate the impacts of the Tax Collection dollars falling short. At this meeting several routes will be looked to improve ridership. Advertising was discussed; currently the majority of the money generated from “on-bus” advertising goes to the Summit Chamber. It was discussed that while important to support, in light of economic times this contribution should be less. Outside Bus advertising was also discussed as a means to generate dollars. At this time only discussion. It is not necessarily desired by the BOD.

Lake County Commissioner, Mike Bordogna was present to gain Summit Stage support of submitting for FTA funding for a van/fee based service. This interest/information share represents initial stages. The BOD overwhelming supported and will help co-sponsor a FTA-5311 grant. The service is targeted for 2010-11. This service will have no financial support or impact on the Summit Stage.

Total Ridership for March: decrease of 6.93% under 2008. Para transit Ridership for March: decrease of 16.52% over 2008. Late night Ridership for March: decrease of 9.82% over 2008.

Transit Tax Collection for February was down 18.8% under 2008.

**Other Meetings**

Police Advisory Committee	Rick Holman	No Meeting
CML	Tim Gagen	No Meeting
Summit Leadership Forum	Tim Gagen	No Meeting
SCHA	Laurie Best	No Meeting
CAST	Tim Gagen	No Meeting
I-70 Coalition	Tim Gagen	No Meeting
LLA	MJ Loufek	No Meeting
Public Art Commission	Jen Cram	No Meeting
Wildfire Council	Peter Grosshuesch	No Meeting
LLA	MJ Loufek	No Meeting
Public Arts Commission	Jennifer Cram	No Meeting

**TOWN OF BRECKENRIDGE  
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

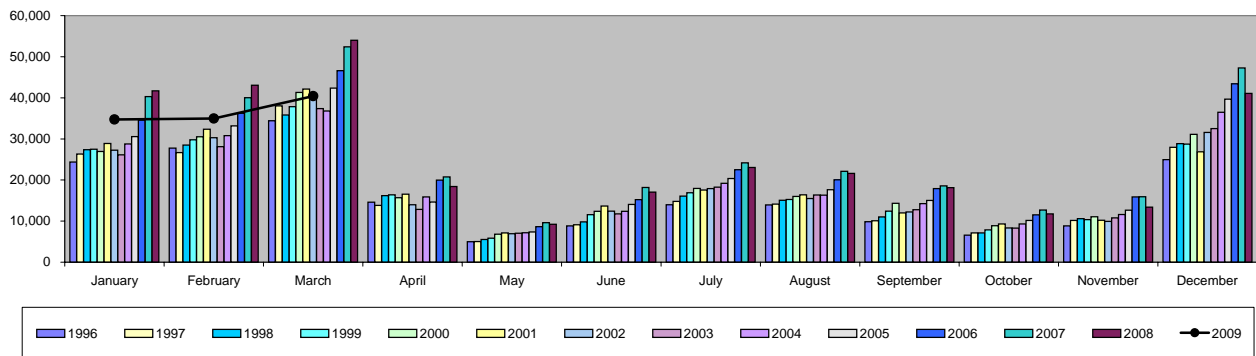
(in Thousands of Dollars)

**Total - All Categories\***

\* excluding Undefined and Utilities categories

	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Monthly 08-09	YTD 2008	YTD 2009	YTD % Change 08-09
January	24,356	26,315	27,355	27,490	26,938	28,887	27,264	26,117	28,764	30,549	34,589	40,283	41,708	34,749	-16.7%	41,708	34,749	-16.7%
February	27,767	26,667	28,510	29,777	30,510	32,350	30,295	28,093	30,808	33,171	36,236	40,034	43,045	34,948	-18.8%	84,753	69,697	-17.8%
March	34,438	38,037	35,824	37,843	41,307	42,120	40,962	37,377	36,807	42,370	46,603	52,390	53,985	40,403	-25.2%	138,738	110,100	-20.6%
April	14,619	13,809	16,196	16,407	15,702	16,565	13,982	12,868	15,894	14,635	19,963	20,758	18,402	0	n/a	157,140	110,100	n/a
May	4,994	5,024	5,530	5,822	6,816	7,107	6,914	7,028	7,179	7,355	8,661	9,629	9,236	0	n/a	166,376	110,100	n/a
June	8,856	9,093	9,826	11,561	12,400	13,676	12,426	11,774	12,395	14,043	15,209	18,166	17,060	0	n/a	183,436	110,100	n/a
July	13,979	14,791	16,080	16,899	17,949	17,575	17,909	18,273	19,208	20,366	22,498	24,168	23,037	0	n/a	206,473	110,100	n/a
August	13,940	14,145	15,077	15,253	15,994	16,389	15,508	16,362	16,326	17,625	20,071	22,125	21,617	0	n/a	228,090	110,100	n/a
September	9,865	10,099	11,033	12,427	14,310	12,002	12,224	12,778	14,261	15,020	17,912	18,560	18,152	0	n/a	246,242	110,100	n/a
October	6,598	7,120	7,132	7,880	8,876	9,289	8,323	8,311	9,306	10,170	11,544	12,687	11,766	0	n/a	258,008	110,100	n/a
November	8,847	10,173	10,588	10,340	11,069	10,211	9,942	10,780	11,604	12,647	15,877	15,943	13,390	0	n/a	271,398	110,100	n/a
December	24,975	27,965	28,845	28,736	31,107	26,870	31,564	32,525	36,482	39,687	43,431	47,258	41,085	0	n/a	312,483	110,100	n/a
<b>Totals</b>	<b>193,234</b>	<b>203,238</b>	<b>211,996</b>	<b>220,435</b>	<b>232,978</b>	<b>233,041</b>	<b>227,313</b>	<b>222,286</b>	<b>239,034</b>	<b>257,638</b>	<b>292,594</b>	<b>322,001</b>	<b>312,483</b>	<b>110,100</b>				

2009 Monthly Sales Tax Activity (in thousands of dollars)





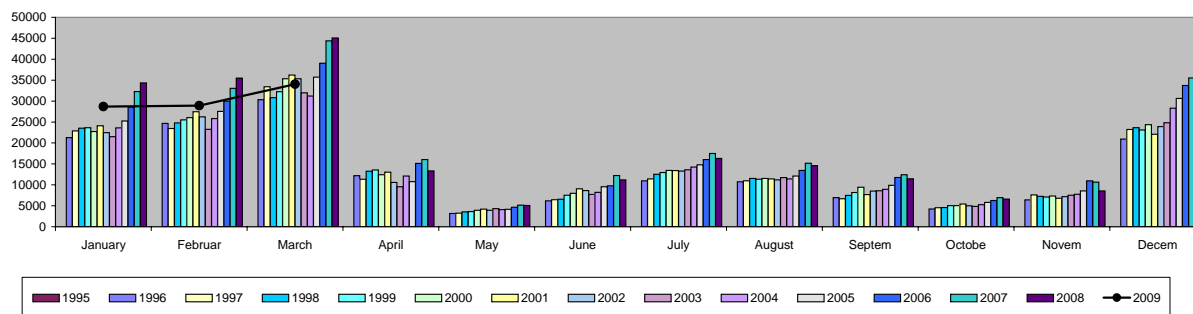
**TOWN OF BRECKENRIDGE  
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

**Retail-Restaurant-Lodging Summary**

	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Monthly 08-09	YTD 2008	YTD 2009	YTD % Change 08-09
January	21,263	22,893	23,523	23,629	22,723	24,118	22,465	21,509	23,620	25,240	28,528	32,258	34,333	28,667	-16.5%	34,333	28,667	-16.5%
February	24,673	23,443	24,805	25,532	26,044	27,464	26,258	23,253	25,826	27,553	29,972	33,039	35,504	28,907	-18.6%	69,837	57,574	-17.6%
March	30,343	33,414	30,809	32,254	35,348	36,196	35,344	31,988	31,209	35,705	39,051	44,390	45,086	34,020	-24.5%	114,923	91,594	-20.3%
April	12,182	11,347	13,256	13,579	12,426	13,029	10,587	9,562	12,102	10,773	15,134	16,025	13,329	0	n/a	128,252	91,594	n/a
May	3,167	3,264	3,565	3,610	3,949	4,203	3,950	4,331	4,095	4,179	4,647	5,146	5,096	0	n/a	133,348	91,594	n/a
June	6,174	6,451	6,588	7,513	8,001	9,058	8,619	7,724	8,217	9,568	9,789	12,225	11,184	0	n/a	144,532	91,594	n/a
July	10,950	11,405	12,527	12,944	13,464	13,406	13,292	13,590	14,248	14,766	16,038	17,499	16,323	0	n/a	160,855	91,594	n/a
August	10,738	10,981	11,517	11,352	11,542	11,407	11,174	11,717	11,429	12,122	13,446	15,167	14,587	0	n/a	175,442	91,594	n/a
September	6,966	6,687	7,492	8,160	9,443	7,666	8,513	8,599	8,940	9,897	11,761	12,418	11,465	0	n/a	186,907	91,594	n/a
October	4,232	4,560	4,578	5,049	5,054	5,425	4,991	4,855	5,257	5,824	6,248	6,934	6,623	0	n/a	193,530	91,594	n/a
November	6,426	7,617	7,255	7,122	7,352	6,816	7,174	7,511	7,771	8,557	10,963	10,650	8,544	0	n/a	202,074	91,594	n/a
December	20,928	23,219	23,650	23,124	24,361	22,090	23,901	24,818	28,314	30,619	33,736	35,517	30,337	0	n/a	232,411	91,594	n/a
<b>Totals</b>	<b>158,042</b>	<b>165,281</b>	<b>169,565</b>	<b>173,868</b>	<b>179,707</b>	<b>180,878</b>	<b>176,268</b>	<b>169,457</b>	<b>181,028</b>	<b>194,803</b>	<b>219,313</b>	<b>241,268</b>	<b>232,411</b>	<b>91,594</b>				

**2009 Monthly Sales Tax Activity (in thousands of dollars)**



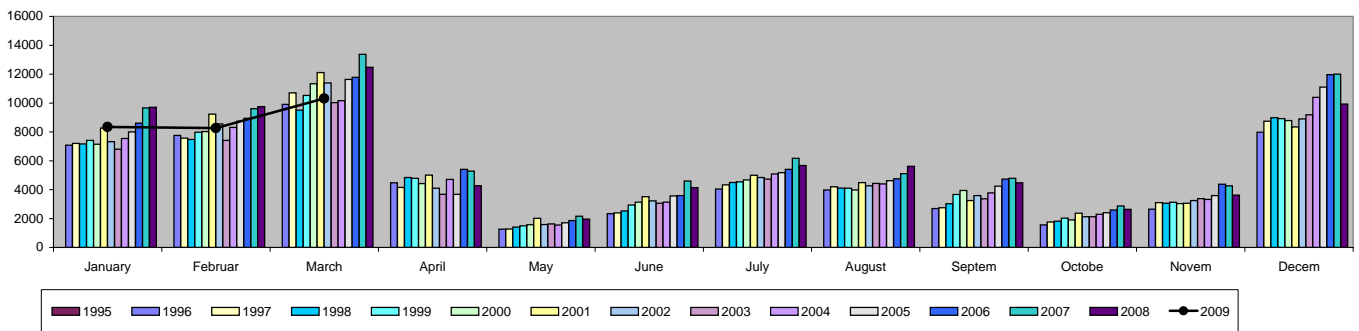
**TOWN OF BRECKENRIDGE  
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

**Retail Sales**

	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Monthly % CHG	Actual 2008	Actual 2009	YTD % CHG
January	7,079	7,205	7,173	7,411	7,149	8,271	7,320	6,807	7,545	8,001	8,607	9,665	9,707	8,340	-14.1%	9,707	8,340	-14.1%
February	7,753	7,568	7,474	7,983	8,024	9,231	8,549	7,418	8,312	8,744	8,942	9,607	9,756	8,267	-15.3%	19,463	16,607	-14.7%
March	9,902	10,702	9,507	10,525	11,337	12,116	11,390	10,028	10,162	11,632	11,774	13,373	12,473	10,319	-17.3%	31,936	26,926	-15.7%
April	4,481	4,156	4,841	4,789	4,423	5,008	4,105	3,679	4,714	3,678	5,406	5,287	4,277	0	n/a	36,213	26,926	n/a
May	1,263	1,272	1,408	1,492	1,569	2,014	1,583	1,626	1,549	1,708	1,858	2,165	1,957	0	n/a	38,170	26,926	n/a
June	2,335	2,391	2,521	2,931	3,135	3,514	3,227	3,062	3,140	3,565	3,589	4,597	4,140	0	n/a	42,310	26,926	n/a
July	4,040	4,336	4,499	4,543	4,678	4,998	4,838	4,732	5,087	5,174	5,403	6,176	5,678	0	n/a	47,988	26,926	n/a
August	3,981	4,199	4,109	4,100	3,973	4,492	4,269	4,429	4,397	4,620	4,757	5,110	5,620	0	n/a	53,608	26,926	n/a
September	2,698	2,753	3,021	3,671	3,944	3,242	3,587	3,370	3,781	4,249	4,726	4,783	4,479	0	n/a	58,087	26,926	n/a
October	1,563	1,759	1,815	2,024	1,908	2,374	2,132	2,127	2,298	2,404	2,591	2,866	2,641	0	n/a	60,728	26,926	n/a
November	2,650	3,108	3,060	3,124	3,041	3,057	3,249	3,378	3,326	3,586	4,376	4,267	3,622	0	n/a	64,350	26,926	n/a
December	7,978	8,746	8,985	8,919	8,782	8,338	8,893	9,184	10,388	11,099	11,971	12,000	9,924	0	n/a	74,274	26,926	n/a
<b>Totals</b>	<b>55,723</b>	<b>58,195</b>	<b>58,413</b>	<b>61,512</b>	<b>61,963</b>	<b>66,655</b>	<b>63,142</b>	<b>59,840</b>	<b>64,699</b>	<b>68,460</b>	<b>74,000</b>	<b>79,896</b>	<b>74,274</b>	<b>26,926</b>				

2009 Monthly Sales Tax Activity (in thousands of dollars)



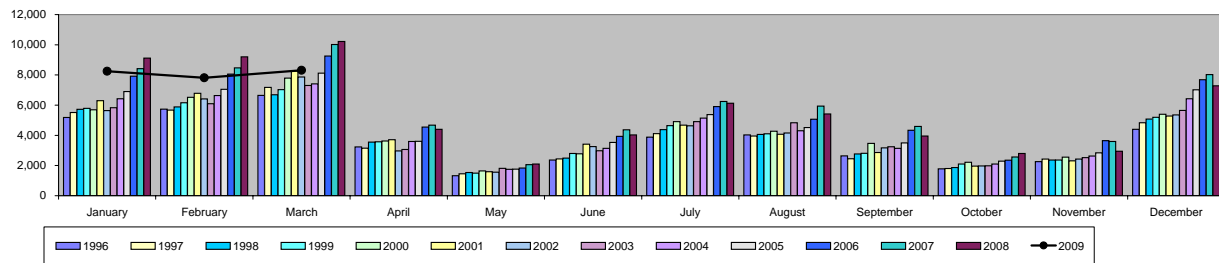
**TOWN OF BRECKENRIDGE  
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

**Restaurants/Bars**

	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Monthly % CHG	Actual 2008	Actual 2009	YTD % CHG
January	5,180	5,515	5,723	5,784	5,697	6,300	5,644	5,835	6,425	6,897	7,924	8,414	9,117	8,243	-9.6%	9,117	8,243	-9.6%
February	5,735	5,667	5,880	6,162	6,519	6,783	6,412	6,092	6,637	7,047	8,058	8,467	9,206	7,817	-15.1%	18,323	16,060	-12.4%
March	6,651	7,180	6,688	7,031	7,792	8,258	7,870	7,307	7,413	8,117	9,256	10,015	10,223	8,312	-18.7%	28,546	24,372	-14.6%
April	3,238	3,149	3,548	3,576	3,624	3,706	2,967	3,068	3,595	3,609	4,552	4,678	4,404	0	n/a	32,950	24,372	n/a
May	1,329	1,454	1,541	1,492	1,641	1,590	1,561	1,808	1,746	1,760	1,832	2,058	2,102	0	n/a	35,052	24,372	n/a
June	2,364	2,437	2,488	2,796	2,779	3,413	3,257	2,982	3,136	3,525	3,938	4,370	4,027	0	n/a	39,079	24,372	n/a
July	3,877	4,113	4,380	4,639	4,910	4,675	4,632	4,913	5,138	5,375	5,905	6,249	6,130	0	n/a	45,209	24,372	n/a
August	4,032	3,953	4,056	4,106	4,270	4,068	4,156	4,832	4,302	4,521	5,067	5,933	5,414	0	n/a	50,623	24,372	n/a
September	2,641	2,452	2,770	2,814	3,468	2,860	3,169	3,249	3,138	3,498	4,340	4,585	3,950	0	n/a	54,573	24,372	n/a
October	1,779	1,807	1,870	2,097	2,220	1,959	1,977	1,978	2,100	2,290	2,352	2,564	2,801	0	n/a	57,374	24,372	n/a
November	2,261	2,428	2,364	2,367	2,558	2,307	2,425	2,520	2,624	2,841	3,651	3,593	2,946	0	n/a	60,320	24,372	n/a
December	4,402	4,834	5,076	5,191	5,393	5,275	5,354	5,646	6,428	7,017	7,681	8,028	7,287	0	n/a	67,607	24,372	n/a
<b>Totals</b>	<b>43,489</b>	<b>44,989</b>	<b>46,384</b>	<b>48,055</b>	<b>50,871</b>	<b>51,194</b>	<b>49,424</b>	<b>50,230</b>	<b>52,682</b>	<b>56,497</b>	<b>64,556</b>	<b>68,954</b>	<b>67,607</b>	<b>24,372</b>				

2009 Monthly Sales Tax Activity (in thousands of dollars)



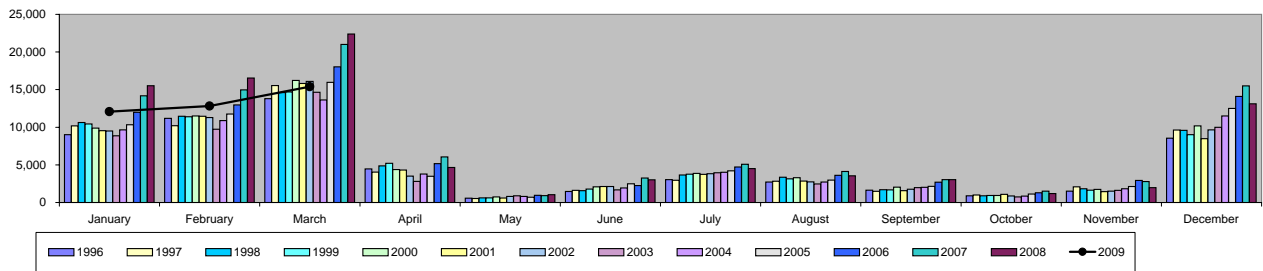
**TOWN OF BRECKENRIDGE  
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

**Short-Term Lodging**

	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Monthly % CHG	Actual 2008	Actual 2009	YTD % CHG
January	9,004	10,173	10,627	10,434	9,877	9,547	9,501	8,867	9,650	10,342	11,997	14,179	15,509	12,084	-22.1%	15,509	12,084	-22.1%
February	11,185	10,208	11,451	11,387	11,501	11,450	11,297	9,743	10,877	11,762	12,972	14,965	16,542	12,823	-22.5%	32,051	24,907	-22.3%
March	13,790	15,532	14,614	14,698	16,219	15,822	16,084	14,653	13,634	15,956	18,021	21,002	22,390	15,389	-31.3%	54,441	40,296	-26.0%
April	4,463	4,042	4,867	5,214	4,379	4,315	3,515	2,815	3,793	3,486	5,176	6,060	4,648	0	n/a	59,089	40,296	n/a
May	575	538	616	626	739	599	806	897	800	711	957	923	1,037	0	n/a	60,126	40,296	n/a
June	1,475	1,623	1,579	1,786	2,087	2,131	2,135	1,680	1,941	2,478	2,262	3,258	3,017	0	n/a	63,143	40,296	n/a
July	3,033	2,956	3,648	3,762	3,876	3,733	3,822	3,945	4,023	4,217	4,730	5,074	4,515	0	n/a	67,658	40,296	n/a
August	2,725	2,829	3,352	3,146	3,299	2,847	2,749	2,456	2,730	2,981	3,622	4,124	3,553	0	n/a	71,211	40,296	n/a
September	1,627	1,482	1,701	1,675	2,031	1,564	1,757	1,980	2,021	2,150	2,695	3,050	3,036	0	n/a	74,247	40,296	n/a
October	890	994	893	928	926	1,092	882	750	859	1,130	1,305	1,504	1,181	0	n/a	75,428	40,296	n/a
November	1,515	2,081	1,831	1,631	1,753	1,452	1,500	1,613	1,821	2,130	2,936	2,790	1,976	0	n/a	77,404	40,296	n/a
December	8,548	9,639	9,589	9,014	10,186	8,477	9,654	9,988	11,498	12,503	14,084	15,489	13,126	0	n/a	90,530	40,296	n/a
<b>Totals</b>	<b>58,830</b>	<b>62,097</b>	<b>64,768</b>	<b>64,301</b>	<b>66,873</b>	<b>63,029</b>	<b>63,702</b>	<b>59,387</b>	<b>63,647</b>	<b>69,846</b>	<b>80,757</b>	<b>92,418</b>	<b>90,530</b>	<b>40,296</b>				

2009 Monthly Sales Tax Activity (in thousands of dollars)



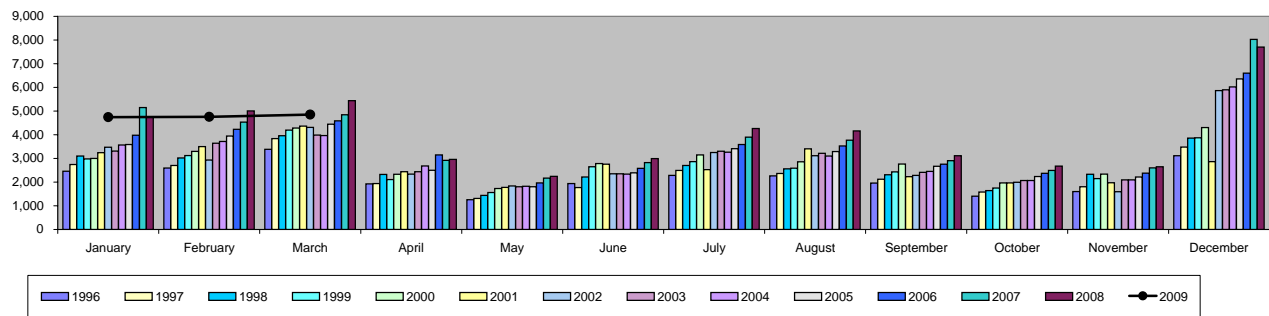
**TOWN OF BRECKENRIDGE  
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

**Grocery/Liquor Stores**

	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Monthly % CHG	Actual 2008	Actual 2009	YTD % CHG
January	2,458	2,746	3,104	2,977	2,999	3,242	3,472	3,314	3,570	3,589	3,977	5,149	4,744	4,741	-0.1%	4,744	4,741	-0.1%
February	2,595	2,702	3,020	3,119	3,296	3,501	2,931	3,643	3,714	3,949	4,233	4,536	5,009	4,755	-5.1%	9,753	9,496	-2.6%
March	3,383	3,839	3,960	4,199	4,282	4,366	4,311	3,988	3,968	4,449	4,585	4,844	5,436	4,852	-10.7%	15,189	14,348	-5.5%
April	1,928	1,937	2,325	2,105	2,330	2,441	2,336	2,437	2,682	2,503	3,149	2,920	2,959	0	n/a	18,148	14,348	n/a
May	1,256	1,309	1,440	1,558	1,728	1,779	1,836	1,801	1,823	1,806	1,969	2,169	2,246	0	n/a	20,394	14,348	n/a
June	1,940	1,772	2,214	2,648	2,784	2,760	2,352	2,354	2,341	2,392	2,584	2,822	2,990	0	n/a	23,384	14,348	n/a
July	2,283	2,494	2,701	2,862	3,152	2,527	3,253	3,303	3,266	3,414	3,588	3,899	4,264	0	n/a	27,648	14,348	n/a
August	2,266	2,364	2,559	2,587	2,861	3,404	3,117	3,216	3,103	3,292	3,529	3,771	4,161	0	n/a	31,809	14,348	n/a
September	1,959	2,122	2,311	2,430	2,765	2,231	2,284	2,409	2,456	2,671	2,757	2,908	3,113	0	n/a	34,922	14,348	n/a
October	1,407	1,584	1,644	1,748	1,969	1,965	1,990	2,066	2,069	2,239	2,372	2,494	2,673	0	n/a	37,595	14,348	n/a
November	1,602	1,804	2,330	2,152	2,339	1,970	1,597	2,096	2,096	2,214	2,377	2,600	2,647	0	n/a	40,242	14,348	n/a
December	3,115	3,477	3,858	3,869	4,305	2,865	5,868	5,897	6,017	6,356	6,604	8,028	7,705	0	n/a	47,947	14,348	n/a
<b>Totals</b>	<b>26,192</b>	<b>28,150</b>	<b>31,466</b>	<b>32,254</b>	<b>34,810</b>	<b>33,051</b>	<b>35,347</b>	<b>36,524</b>	<b>37,105</b>	<b>38,874</b>	<b>41,724</b>	<b>46,140</b>	<b>47,947</b>	<b>14,348</b>				

2009 Monthly Sales Tax Activity (in thousands of dollars)



THE TOWN IS AWARE OF INCONSISTENT FILING PRACTICES THAT HAVE NEGATIVELY IMPACTED COMPARISONS FOR THIS SECTOR.

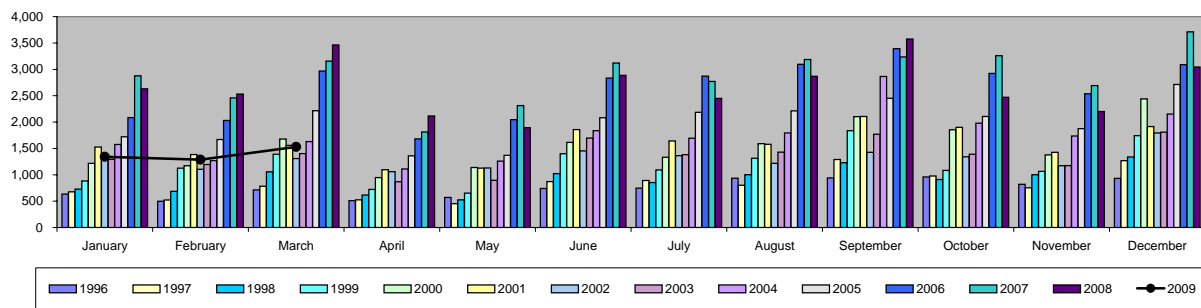
**TOWN OF BRECKENRIDGE  
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

**Supplies**

	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Monthly % CHG	Actual 2008	Actual 2009	YTD % CHG
January	635	676	728	884	1,216	1,527	1,327	1,294	1,574	1,720	2,084	2,876	2,631	1,341	-49.0%	2,631	1,341	-49.0%
February	499	522	685	1,126	1,170	1,385	1,106	1,197	1,268	1,669	2,031	2,459	2,532	1,286	-49.2%	5,163	2,627	-49.1%
March	712	784	1,055	1,390	1,677	1,558	1,307	1,401	1,630	2,216	2,967	3,156	3,463	1,531	-55.8%	8,626	4,158	-51.8%
April	509	525	615	723	946	1,095	1,059	869	1,110	1,359	1,680	1,813	2,114	0	n/a	10,740	4,158	n/a
May	571	451	525	654	1,139	1,125	1,128	896	1,261	1,370	2,045	2,314	1,894	0	n/a	12,634	4,158	n/a
June	742	870	1,024	1,400	1,615	1,858	1,455	1,696	1,837	2,083	2,836	3,119	2,886	0	n/a	15,520	4,158	n/a
July	746	892	852	1,093	1,333	1,642	1,364	1,380	1,694	2,186	2,872	2,770	2,450	0	n/a	17,970	4,158	n/a
August	936	800	1,001	1,314	1,591	1,578	1,217	1,429	1,794	2,211	3,096	3,187	2,869	0	n/a	20,839	4,158	n/a
September	940	1,290	1,230	1,837	2,102	2,105	1,427	1,770	2,865	2,452	3,394	3,234	3,574	0	n/a	24,413	4,158	n/a
October	959	976	910	1,083	1,853	1,899	1,342	1,390	1,980	2,107	2,924	3,259	2,470	0	n/a	26,883	4,158	n/a
November	819	752	1,003	1,066	1,378	1,425	1,171	1,173	1,737	1,876	2,537	2,693	2,199	0	n/a	29,082	4,158	n/a
December	932	1,269	1,337	1,743	2,441	1,915	1,795	1,810	2,151	2,712	3,091	3,713	3,043	0	n/a	32,125	4,158	n/a
<b>Totals</b>	<b>9,000</b>	<b>9,807</b>	<b>10,965</b>	<b>14,313</b>	<b>18,461</b>	<b>19,112</b>	<b>15,698</b>	<b>16,305</b>	<b>20,901</b>	<b>23,961</b>	<b>31,557</b>	<b>34,593</b>	<b>32,125</b>	<b>4,158</b>				

**2009 Monthly Sales Tax Activity (in thousands of dollars)**



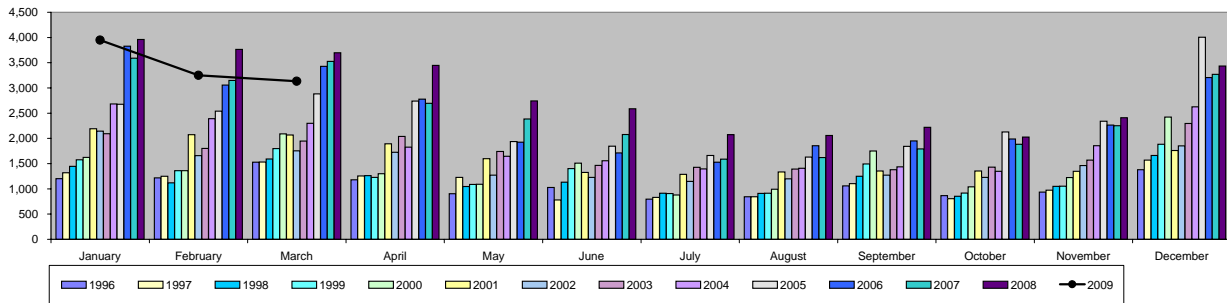
**TOWN OF BRECKENRIDGE  
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

**Utilities**

	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Monthly % CHG	Actual 2008	Actual 2009	YTD % CHG
January	1,201	1,320	1,446	1,575	1,625	2,191	2,144	2,093	2,684	2,675	3,829	3,591	3,961	3,949	-0.3%	3,961	3,949	-0.3%
February	1,218	1,250	1,121	1,360	1,359	2,075	1,659	1,800	2,391	2,540	3,056	3,149	3,765	3,252	-13.6%	7,726	7,201	-6.8%
March	1,529	1,533	1,591	1,799	2,090	2,067	1,754	1,947	2,299	2,883	3,428	3,525	3,699	3,133	-15.3%	11,425	10,334	-9.5%
April	1,181	1,255	1,262	1,227	1,299	1,894	1,724	2,040	1,827	2,741	2,778	2,694	3,448	0	n/a	14,873	10,334	n/a
May	904	1,226	1,047	1,089	1,091	1,599	1,272	1,740	1,647	1,939	1,926	2,386	2,742	0	n/a	17,615	10,334	n/a
June	1,027	780	1,133	1,402	1,510	1,325	1,228	1,466	1,558	1,846	1,713	2,078	2,588	0	n/a	20,203	10,334	n/a
July	796	830	913	907	880	1,289	1,147	1,427	1,394	1,663	1,529	1,588	2,075	0	n/a	22,278	10,334	n/a
August	844	844	910	913	994	1,336	1,198	1,393	1,408	1,629	1,854	1,621	2,058	0	n/a	24,336	10,334	n/a
September	1,059	1,103	1,249	1,494	1,752	1,354	1,271	1,381	1,435	1,843	1,949	1,792	2,219	0	n/a	26,555	10,334	n/a
October	866	804	854	917	1,039	1,353	1,227	1,429	1,348	2,127	1,987	1,883	2,026	0	n/a	28,581	10,334	n/a
November	935	974	1,049	1,052	1,225	1,348	1,461	1,569	1,856	2,340	2,264	2,251	2,411	0	n/a	30,992	10,334	n/a
December	1,381	1,570	1,661	1,885	2,423	1,760	1,852	2,297	2,627	4,005	3,206	3,271	3,435	0	n/a	34,427	10,334	n/a
<b>Totals</b>	<b>12,941</b>	<b>13,489</b>	<b>14,236</b>	<b>15,620</b>	<b>17,287</b>	<b>19,591</b>	<b>17,937</b>	<b>20,582</b>	<b>22,474</b>	<b>28,231</b>	<b>29,519</b>	<b>29,829</b>	<b>34,427</b>	<b>10,334</b>				

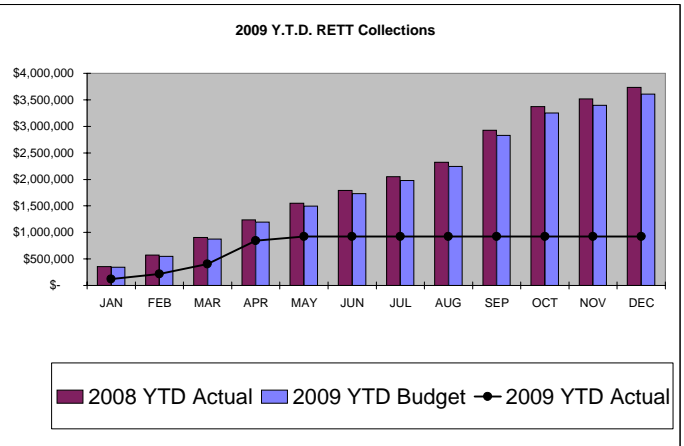
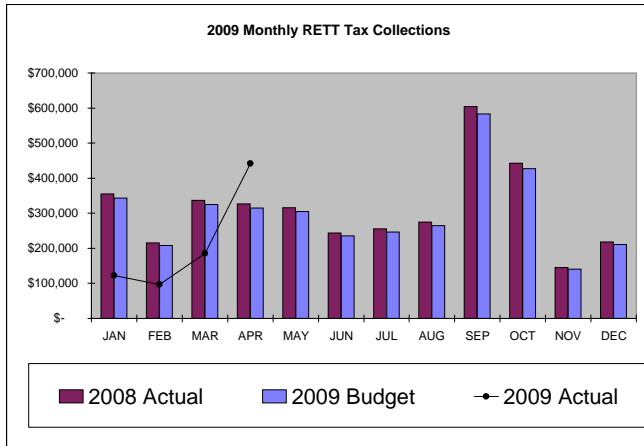
2009 Monthly Sales Tax Activity (in thousands of dollars)



**TOWN OF BRECKENRIDGE  
REAL ESTATE TRANSFER TAX COLLECTIONS  
REPORTED IN THE PERIOD EARNED**

Sales Period	2008 Collections			2009 Budget			2009 Monthly			2009 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2008	% of Budget	Actual	% Change from 2008	% of Budget
JAN	\$ 355,179	\$ 355,179	9.5%	\$ 342,940	\$ 342,940	9.51%	\$ 122,245	-65.6%	35.6%	\$ 122,245	-65.6%	3.4%
FEB	215,566	570,745	15.3%	208,138	551,078	15.29%	96,379	-55.3%	46.3%	218,623	-61.7%	6.1%
MAR	336,956	907,701	24.3%	325,345	876,423	24.31%	185,714	-44.9%	57.1%	404,337	-55.5%	11.2%
APR	326,521	1,234,222	33.1%	315,270	1,191,693	33.06%	442,039	35.4%	140.2%	846,376	-31.4%	23.5%
MAY	315,494	1,549,716	41.5%	304,623	1,496,317	41.51%	77,398	-75.5%	25.4%	923,774	-40.4%	25.6%
JUN	243,969	1,793,685	48.0%	235,562	1,731,879	48.04%	-	n/a	0.0%	923,774	-48.5%	25.6%
JUL	255,305	2,048,990	54.9%	246,508	1,978,387	54.88%	-	n/a	0.0%	923,774	-54.9%	25.6%
AUG	274,442	2,323,432	62.2%	264,985	2,243,372	62.23%	-	n/a	0.0%	923,774	-60.2%	25.6%
SEP	604,037	2,927,469	78.4%	583,223	2,826,596	78.40%	-	n/a	0.0%	923,774	-68.4%	25.6%
OCT	442,830	3,370,299	90.3%	427,571	3,254,167	90.26%	-	n/a	0.0%	923,774	-72.6%	25.6%
NOV	145,549	3,515,848	94.2%	140,534	3,394,701	94.16%	-	n/a	0.0%	923,774	-73.7%	25.6%
DEC	\$ 217,937	\$ 3,733,785	100.0%	\$ 210,427	\$ 3,605,128	100.00%	\$ -	n/a	0.0%	\$ 923,774	-75.3%	25.6%

May figures are as of end of day 5/4/09





*Town of Breckenridge*  
*Community Service & Parking Division*

***PARKING***  
***Summary Report***  
***2008/2009***

*Town of Breckenridge Police Department*

*Submitted by*

*Chief of Police Rick Holman*

*&*

*Sergeant Joe Staufer*

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## **OVERVIEW**

The Town of Breckenridge Community Service and Parking Division was established in September 2008, when the parking management function was transitioned from Public Works to the Police Department. The new division combined the police community services function with parking operations. Primary responsibilities of the division include not only parking operations, but a variety of other service functions. Key duties involve: management of the pay parking lots during the winter season; enforcement of Town codes; traffic control; traffic accident reporting; animal control; and, various other assignments.

### **Division Staffing**

*Six (6) full-time positions are authorized for the division:*

- Sergeant
- Community Service Officers (4)\*
- Administrative Specialist

*\* Note: One of the Community Service Officer(CSO) positions is vacant and has been frozen for 2009, based on budgetary constraints.*

### **Our Parking Focus**

The division maintains a focus on community involvement in problem solving, as well as a keen awareness of community perceptions regarding parking and other code enforcement. Our primary service objectives with respect to parking management include:

- Clearly define the parking and permit process
- Enhance parking availability, based on policy
- Educate our citizens and visitors
- Involve citizens, the business community and neighborhoods in problem solving
- Enforce and cite as necessary

### **Seasonal Parking Impacts**

Parking initiatives and enforcement are a primary focus of the Community Service team between the months of November through April. With limited parking infrastructure, the needs of our guests, residents, transit operations, delivery services, businesses and seasonal employees must be carefully balanced in the winter. During these months, the team devotes the majority of its time to pay parking and specific permit parking programs. To ensure adequate turnover of parking spaces in the downtown core area, parking operations such as 3-hour parking are consistently enforced throughout the winter season. Additionally, overnight parking restrictions and day-fee pay parking provisions were enforced from October 31<sup>st</sup> through April 19<sup>th</sup>.

The use of temporary overnight parking permits is continuing to increase. This resource is highly desired by our guests, who have more vehicles than there are available on-site parking spaces at lodging establishments.

## **INITIATIVES & IMPROVEMENTS**

A team consisting of employees from Town departments was created in October 2008 to evaluate and implement strategies for improving pedestrian safety, mass-transit options, permit availability and parking viability. Some of the initiatives and improvements resulting from this team include:

- New pedestrian cross-walk, 300 block of North Main Street.
- 18 new 3-hour parking spots along the Main Street corridor.
- Addition of 3 handicap parking options along the Main Street corridor.
- Improved signage.
- New handicap signage which meet ADA regulations.
- New Town of Breckenridge transit stop on North Main Street.
- Self-service parking kiosks created at Town Hall and the Police Department for overnight permits and payment of fees.
- Various resort and private management companies provided with overnight permits to sell to their guests for greater convenience.

### **Shuttle Stops**

A courtesy shuttle stop program resulted from a collaborative effort with local resorts and hotels. Without eliminating parking, several areas were selected in downtown for courtesy shuttle stops. The shuttle stops were marked with numbers, which coincide with a local mapping system, for ease of use by our guests. This mass-transportation concept reduced passenger vehicles in Town.

### **Delivery Zones**

An additional delivery zone was created on West Adams Avenue to address business concerns relating to delivery trucks in the Riverwalk corridor. The special delivery zone is applicable from 4:00 a.m. to 10:00 a.m. each day. After 10:00 a.m., guests may utilize this area for 3-hour parking.

### **Web Site**

New web site pages and features were added to educate citizens and offer on-line options for payments, permit renewals and management of customer accounts.

### **Free After 3**

Beginning in March of 2009, the Town partnered with the Breckenridge Resort Chamber and Vail Resorts to promote après ski activities in downtown by offering free parking after 3:00 p.m. in all pay lots.

### **Community Events**

Community Service Officers (CSO's) are present during special events to aid guests with traffic flow and parking. When the closure of a Town street is required, CSO's place temporary signage in the area, and perform outreach to businesses and individuals in the area. This effort reduces the number of vehicles towed during special events.

### **Village at Breckenridge Lease**

The Town entered into an agreement with the Village at Breckenridge to provide 45 designated parking spaces in the "horseshoe" of the Tiger Dredge Lot. This enabled overnight guests at the Village to park during the 2008/2009 ski season. The Village at Breckenridge paid the Town \$26,325.00 for this parking agreement.

### **North Gondola Lot Lease**

The Town of Breckenridge is working with Vail Resorts to acquire the North Gondola Lot for summer events as an additional option for guest parking.

A brief analysis regarding parking performance is provided on subsequent pages and in attachments to this report. Statistical information, along with observations and comments, are included regarding the following four areas:

- A. PERMITTING
- B. PAY PARKING
- C. ENFORCEMENT
- D. INVENTORY MANAGEMENT and TRAFFIC FLOW

## A. PERMITTING

General data regarding PERMIT SALES and PERMIT REVENUE is summarized in the tables below:

PERMIT SALES STATISTICS - ANNUAL COMPARISONS				
For the Period May - April				
TYPE of PERMIT		2007/2008 (05/01/07 - 04/30/08)	2008/2009 (05/01/08 - 04/30/09)	% Increase
1	District Employee	1035	1055	1.93%
2	Tiger Dredge Business	26	25	-3.85%
3	Overnight Employee	32	42	31.25%
4	Residential West	8	7	-12.50%
5	Residential East	98	97	-1.02%
6	Riverwalk Card	3	15	400.00%
7	Delivery Zone	79	90	13.92%
8	Shuttle Stops	0	11	
9	Temporary Overnight Permits	1753	2465	40.62%
10	Dog License	157	140	-10.83%

PERMIT SALES REVENUE		
For the Period May - April		
2007/2008 (05/01/07 - 04/30/08)	2008/2009 (05/01/08 - 04/30/09)	% Increase
\$88,061	\$105,662	19.99%

PERMIT SALES REVENUE		
For the Period Jan - April		
2008 (01/01/08 - 04/30/08)	2009 (01/01/09 - 04/30/09)	% Increase
\$16,480	\$29,395	43.94%

### Observations:

- Outreach to businesses, employers and employees have likely contributed to a rise in employee permits
- Outreach to hotels and property management companies have likely contributed to a rise in overnight permits. We now have 3 major lodging companies that distribute overnight permits on-site and submit revenues back to us
- Delivery zone permitting was a focus of the department, and is beginning to show an increase

## **PERMIT PROGRAMS**

General information regarding PERMIT PROGRAMS is listed below:

<b>PERMIT PROGRAMS</b>				
<b>#</b>	<b>NAME</b>	<b>PURPOSE</b>	<b>VALID LOCATIONS</b>	<b>COST</b>
1	Residential EAST Permit	Residents of Main (East side), Ridge, French, High & Harris	French Street - overnight in excess of 3 hours; Klack Placer & French lots for overnight	\$25/Annually
2	Residential WEST Permit	Residents West of Main Street	East Sawmill & Wellington - no meter req'mt and no overnight restriction	\$25/Annually
3	Residential GUEST Permit	Guests of residents who have a residential parking permit	Locations where the residential permit is approved	\$5.00/night
4	Temporary Residential Permit	Residents who have an event and need on-street guest parking	Issued on a case-by-case basis by PD. Not valid on Main St. or Park Ave.	No Cost
5	Employee Permit - Parking District	Employees of businesses w/in the parking district or businesses with approved exemption.	Courthouse Lot, 100 block of N. Ridge St, Barney Ford Lot & French Street in excess of 3 hours. ALSO: East Sawmill & Wellington	\$25/Annually
6	Overnight Employee Parking	Employees of businesses w/in the parking district or w/bus exemption who work btwn 2:00 am and 6:00 am	Valid in any Town owned parking lot or Main Street from 2:00 am to 6:00 am	\$25/annually
7	Employee of the Month Permit	Valid for BRC Employees of the Month	Valid for 1 month of parking in excess of 3 hour limit or in pay lots without paying	No Cost
8	Employee Permit - Town Hall	Employees of Town Hall	Town Hall lots	No Cost for first 2 permits
9	Schoonover Permit	Employees of the Summit Housing Authority/SCTV or residents	Valid on West side of the building for employees & East side for residents	\$25/Annually
10	Tiger Dredge Overnight Permit	For VAB valet parking of guest vehicles. Contract w/VAB.	Tiger Dredge overnight use only.	Contract w/VAB
11	Tiger Dredge Employee Permit	Business Owner & business employee parking	Tiger Dredge only -- 50 permits per winter season are available.	\$325.00/Seasonally
12	Riverwalk Permit	Visitors/volunteers to Riverwalk Center	Valid in Tiger Dredge Lot	No Cost
13	Delivery Zone	Businesses w/valid bus license or vendors delivering goods to businesses	Valid in designated delivery zones	\$25/annually
14	Construction Permit	For construction related business activity	Must be approved by the Parking Division	\$5 if in core; none otherwise
15	Patron Pass	For patrons of bars and restaurants w/valid bus license	Valid in commercial core 2:00 - 6:00 am	No cost
16	Overnight Parking	Provide overnight parking	Ice Arena for passenger vehicles; Airport Rd for passenger or oversized.	\$5/night

## B. PAY PARKING

General data regarding PAY PARKING REVENUE is summarized in the table below:

PAY PARKING REVENUE - ANNUAL COMPARISONS				
For the Period DEC - APR				
PAY LOT LOCATIONS		2007/2008 (12/1/07 - 4/25/08)	2008/2009 (12/1/08 - 04/25/09)	% Increase
1	East Sawmill	\$8,090	\$21,867	170.30%
2	Wellington	\$7,591	\$17,025	124.28%
3	Tiger Dredge	\$45,199	\$52,745	16.70%
4	F-Lot	\$179,112	\$182,916	2.12%
<b>TOTALS</b>		<b>\$239,992</b>	<b>\$274,553</b>	<b>14.40%</b>

### Observation:

↩ Pay Parking Revenue for the first quarter of 2009 is 14% above the same period in 2008. This is most likely due to the loss of Vail Resorts parking @ Peak 8, and less free parking in the core of town with the change to the Gold Rush Lot.

### Observations:

- 08-09 pay parking revenues are up compared to 07-08
- F-Lot continues to be the top producing pay lot
- F-Lot averaged 66% usage and Tiger Dredge averaged 39% usage during the 22 days we performed parking counts
- East Sawmill and Wellington lots showed increased usage this season
- Parking meters were reprogrammed, and better maintained this season, for ease of use and to ensure that full amounts were paid by the customer

## C. ENFORCEMENT

General data regarding PARKING CITATIONS and REVENUE is summarized in the tables below:

CITATION COUNT		
For the Period May - April		
2007/2008 (05/01/07 - 04/30/08)	2008/2009 (05/01/08 - 04/30/09)	% Increase
7,335	8,043	9.65%

### Observations & Comments:

- Pay parking lot violations (non-payment) and 3-hour parking violations were the highest frequency parking violations for the 2008/2009 ski season
- 3-hour parking enforcement was a focus in the morning and early afternoon hours
- Afternoon/early evening enforcement of 3-hour parking was enhanced in March, following a press release
- Signage was updated and improved in areas where some confusion existed
- The team focuses on practical enforcement methods, which includes voiding tickets when educational opportunities with customers exist; and not ticketing when the vehicle is only partially in a no-parking zone on Main Street

CITATION COUNT		
For the Period Jan - April		
2008 (01/01/08 - 04/30/08)	2009 (01/01/09 - 04/30/09)	% Increase
3,311	4,871	47.12%

CITATION REVENUE		
For the Period May - April		
2007/2008 (05/01/07 - 04/30/08)	2008/2009 (05/01/08 - 04/30/09)	% Increase
\$133,906	\$127,450	-4.82%

CITATION REVENUE		
For the Period Jan - April		
2008 (01/01/08 - 04/30/08)	2009 (01/01/09 - 04/30/09)	% Increase
\$56,786	\$77,373	26.61%

### Observations & Comments:

- \* Revenue streams remain active following the close of the ski season, as this is when many tickets revenue is collected. '08-'09 revenues will increase as each month goes by
- \* 1500 more parking tickets were written through first 4 months of 2009 compared to 2008. Over 1100 of that increase was for 3-hour violations in the core of Town

CITATION COUNT BY STATUS		
For the Period May - April		
STATUS	2007/2008 (05/01/07 - 04/30/08)	2008/2009 (05/01/08 - 04/30/09)
PAID	5,572	5,480
NOT PAID	1,753	2,556
COLLECTION %	76%	68%

### Observations & Comments:

- The Town does not use a vendor for collections; however, enforcement can be taken when a customer accumulates three (3) or more unpaid parking fines more than 45 days old
- Upon verification of outstanding fines (3 or more), a vehicle may be towed and/or a "failure to pay fines" summons to appear in court may be issued
- CSO's often attempt to locate the customer to get them to pay the fines in lieu of towing or issuance of a criminal summons

## **D. INVENTORY MANAGEMENT**

### **PARKING OCCUPANCY & TRAFFIC COUNT SURVEYS**

During the 2008-2009 ski season, the division partnered with the Community Development Department to conduct informal and random surveys of parking lot occupancy in both Town and Vail Resort lots. In addition, CDOT statistics of the number of vehicles coming into and leaving the Town of Breckenridge at the juncture of Highway 9 and Fairview Boulevard were collected.

Data when PARKING LOT OCCUPANCY, TRAFFIC COUNTS and OFFICER TRAFFIC CONTROL ASSIGNMENTS were gathered are summarized in ATTACHMENTS "A".

ATTACHMENT "B" illustrates the average daily car count on Hwy 9 at Fairview (both directions) for the past 14 years by month.

*The following observations and comments are made:*

- Traffic counts on HWY 9 did not closely correlate to the need for traffic control. *For example:* On Saturday, February 7, 2009 there were a total of 23,606 vehicles that passed by Hwy 9 at Fairview (both directions). On that day we did not perform traffic control. On Saturday March 7, 2009 there were 21,297 vehicle counts (2309 less cars), and on that day we utilized a total of 8 officers and CSO's to perform traffic control. My sense is that there was more activity in Town in March with the early part of spring break; thus, more vehicles were in the core congesting that area, as opposed to February when more vehicles just left Town.
- Weekends, holidays, "fresh snow" days, or days when events were going on (ie Dew Tour) showed an increase in parking volume.
- The data from CDOT reflecting daily passage of vehicles North and Southbound on HWY 9 does not vary greatly – we are uncertain if this is related to trends that might reflect the increased volume of day skiers vs. destination skiers, in conjunction with workers commuting into the Town.
- Klack Placer averaged 84% occupancy. A survey of vehicles entering Klack Placer Lot on five separate days in January and February determined that 70% of the customers parking in the lot worked for Vail Resorts.
- The Town has 1160 parking lot spaces (not counting Ski area lots). The parking counts reflected a 53% average occupancy of those spaces.
- The Town averaged 64% occupancy for our on-street parking spaces.
- The ski area averaged 72% occupancy for their parking lots (does not include Beaver Run lot).
- We consistently worked with Vail Resorts regarding parking and traffic flow along Park Avenue.
- The Ice Rink lot continues to be a high utilization lot, and is used as a "park and ride" lot.



## **REQUEST FOR COUNCIL DIRECTION & FEEDBACK**

***The Police Department requests the direction and feedback of Town Council regarding the following proposals:***

### **1. Lowering Fees for Business Permits**

***Background:*** Currently, the business permit program in Tiger Dredge is underutilized. The Town sold only 25 permits for the 2008/2009 ski season, at a price of \$325.00 each. A total of 50 permits are available. Feedback from some business owners has reflected a concern that the permit price is too high.

***Options:*** The Town could lower the price of the permit to \$250.00 or lower. The \$250.00 price would cost the user approximately \$1.50 daily for 170 days of winter season parking, vs. the current daily cost of \$1.91. OR, the Town could retain the \$325.00 cost, and make attempts to market this pass differently next year.

***Our Recommendation:*** The department recommends that we both lower the price to \$250, and conduct additional marketing and interpersonal outreach to businesses in an effort to increase sales. This appears to be an appropriate response, since the Tiger Dredge Lot is routinely underutilized.

***Impacts:*** A loss in revenue of \$1,875 is estimated if the price is lowered to \$250.00, and we still only sell 24 permits. If we sell all 50 permits at \$250, the increase in revenue over 2008 would be \$4,375.

### **2. Allow Business Permit Parking in the Lower Exchange Lot**

***Background:*** Employees working downtown use this lot, and often park there from 2:00 pm on, since 3-hour parking is not enforced after 5:00 pm. At present, Tiger Dredge lot is the only lot where business permit holders can park. In addition, employees have expressed some frustration with the lack of parking availability in the Old Courthouse lot, which consistently has the highest average occupancy. Finally, guests to our area do not often use the Lower Exchange Lot, as it is not visible and the alley access discourages the use of this lot.

***Options:*** The Town could allow business permit holders to park in the Lower Exchange Lot. However, this is a lot that is very "close-in" to the downtown core, and as such, a higher fee structure could be implemented for business permits for this particular lot.

***Our Recommendation:*** The department recommends that we include this lot in the business permit program, yet charge between \$375.00 to \$500.00 (this increase also accounts for a full year of parking as opposed to a 170 day ski season). Average occupancy for lower exchange structure is 52%. The Town could allocate 20 business permits for this lot and possibly limit the number of permits available to any one business.

***Impacts:*** Selling 20 Lower Exchange business permits at \$500 each would result in increased revenues of \$10,000. In addition, it is expected that the high occupancy in the Old Courthouse lot will ease somewhat, and that utilization of the Lower Exchange Lot would increase.

### **3. Implement "Free After 3" Annually**

***Background:*** The program where there is no charge for parking in Town or Ski Area lots after 3:00pm was implemented in early March and continued through April 19<sup>th</sup>. Initial feedback from downtown businesses and the Breckenridge Resort Chamber were positive. The program served as an incentive for guests to enjoy après ski activities in the downtown area.

***Options:*** The Town could implement this program on an annual basis each March.

***Our Recommendation:*** The department recommends that we coordinate efforts with the Ski Area to implement this program again next year, beginning March 1<sup>st</sup>, and to implement appropriate signage.

***Impacts:*** There would be some estimated loss of parking revenue which would be minor, yet the value to the businesses in the downtown area should diminish this impact.

**ATTACHMENT "A" PARKING LOT OCCUPANCY & TRAFFIC EGRESS SUMMARY**

#	LOT LOCATION	Total Spaces	# Occupied	%	# Occupied	%	# Occupied	%	# Occupied	%	# Occupied	%
			11/26/08 WED		11/28/08 FRI		11/29/08 SAT		12/17/08 WED		12/19/08 FRI	
1	Barney Ford	28	19	68%	22	79%	18	64%	17	61%	17	61%
2	CMC North	63	7	11%	5	8%	3	5%	20	32%	21	33%
3	CMC South	42	4	10%	9	21%	6	14%	12	29%	13	31%
4	Courthouse	45	41	91%	41	91%	39	87%	37	82%	37	82%
5	East Sawmill	89	58	65%	53	60%	45	51%	66	74%	82	92%
6	Exchange, Lower Outdoor	12	11	92%	11	92%	10	83%	11	92%	10	83%
7	Exchange, Lower Structure	43	16	37%	25	58%	16	37%	18	42%	17	40%
8	Exchange, Upper	42	29	69%	12	29%	3	7%	13	31%	35	83%
9	F-Lot	179	40	22%	98	55%	75	42%	35	20%	81	45%
10	French St.	34	19	56%	23	68%	11	32%	22	65%	19	56%
11	Ice House	48	45	94%	46	96%	42	88%	28	58%	38	79%
12	Ice Rink	157										
13	Klack Placer	73	53	73%	65	89%	67	92%	61	84%	71	97%
14	Tiger Dredge	199	25	13%	52	26%	50	25%	39	20%	69	35%
15	Tonopah	60	54	90%	58	97%	37	62%	41	68%	51	85%
16	Wellington	46	15	33%	15	33%	18	39%	23	50%	15	33%
<b>TOTAL</b>		<b>1160</b>	<b>436</b>	<b>38%</b>	<b>535</b>	<b>46%</b>	<b>440</b>	<b>38%</b>	<b>443</b>	<b>38%</b>	<b>576</b>	<b>50%</b>
<b>ON STREET</b>												
1	Main, South	119	90	76%	95	80%	87	73%	92	77%	100	84%
2	Main, North	42	25	60%	37	88%	30	71%	32	76%	27	64%
3	Ridge, South	162	135	83%	119	73%	59	36%	106	65%	140	86%
4	Ridge, North	34	25	74%	9	26%	4	12%	32	94%	32	94%
5	Lincoln Ave.	22	15	68%	13	59%	12	55%	12	55%	16	73%
6	Adams Ave.	15	15	100%	10	67%	7	47%	0	0%	0	0%
7	French St.	165	66	40%	45	27%	39	24%	50	30%	75	45%
<b>TOTAL</b>		<b>559</b>	<b>371</b>	<b>66%</b>	<b>328</b>	<b>59%</b>	<b>238</b>	<b>43%</b>	<b>324</b>	<b>58%</b>	<b>390</b>	<b>70%</b>
<b>SKI AREA PARKING</b>												
1	Miners	500	271	54%	421	84%	349	70%	432	86%	350	70%
2	Tailings	500	233	47%	361	72%	322	64%	372	74%	489	98%
3	Gold Rush Lot	320	164	51%	153	48%	148	46%	0	0%	0	0%
4	Postal Lot	150	0	0%	0	0%	0	0%	0	0%	0	0%
5	Satellite Lot	600	165	28%	260	43%	278	46%	275	46%	480	80%
<b>TOTAL</b>		<b>2070</b>	<b>833</b>	<b>40%</b>	<b>1195</b>	<b>58%</b>	<b>1097</b>	<b>53%</b>	<b>1079</b>	<b>52%</b>	<b>1319</b>	<b>64%</b>
<b>DATE</b>			<b>11/26/08</b>	<b>11/28/08</b>	<b>11/29/08</b>	<b>12/17/08</b>	<b>12/19/08</b>					
<b>HWY 9 NORTHBOUND</b>			9830	9090	8101	9965	12165					
<b>HWY 9 SOUTHBOUND</b>			11356	9527	7528	10045	13379					
<b>TRAFFIC CONTROL OFFICERS</b>			N/A	N/A	N/A	N/A	N/A					
<b>WEATHER &amp; EVENTS</b>			45F Sunny no new snow	25F Snow 1" new snow	15F Snow 4" new snow	9F Partly Cloudy 3" new snow Dew Tour	18F Partly Cloudy 3" new snow					

**ATTACHMENT "A"**

#	LOT LOCATION	# Occupied 12/20/08 SAT	%	# Occupied 12/27/08 SAT	%	# Occupied 12/28/08 SUN	%	# Occupied 12/29/08 MON	%	# Occupied 12/31/08 WED	%	# Occupied 1/3/09 SAT	%
1	Barney Ford	19	68%	21	75%	17	61%	17	61%	22	79%	21	75%
2	CMC North	7	11%	3	5%	25	40%	18	29%	13	21%	6	10%
3	CMC South	6	14%	9	21%	10	24%	12	29%	9	21%	8	19%
4	Courthouse	42	93%	44	98%	44	98%	44	98%	45	100%	44	98%
5	East Sawmill	89	100%	68	76%	76	85%	45	51%	86	97%	43	48%
6	Exchange, Lower Outdoor	12	100%	12	100%	9	75%	9	75%	9	75%	12	100%
7	Exchange, Lower Structure	26	60%	25	58%	21	49%	39	91%	42	98%	40	93%
8	Exchange, Upper	9	21%	21	50%	14	33%	35	83%	35	83%	19	45%
9	F-Lot	133	74%	169	94%	165	92%	186	104%	172	96%	181	101%
10	French St.	38	112%	22	65%	16	47%	29	85%	30	88%	30	88%
11	Ice House	46	96%	49	102%	47	98%	46	96%	48	100%	47	98%
12	Ice Rink											138	88%
13	Klack Placer	62	85%	70	96%	71	97%	71	97%	67	92%	71	97%
14	Tiger Dredge	120	60%	110	55%	192	96%	221	111%	196	98%	113	57%
15	Tonopah	33	55%	55	92%	57	95%	63	105%	61	102%	55	92%
16	Wellington	22	48%	39	85%	23	50%	45	98%	47	102%	25	54%
<b>TOTAL</b>		<b>664</b>	<b>57%</b>	<b>717</b>	<b>62%</b>	<b>787</b>	<b>68%</b>	<b>880</b>	<b>76%</b>	<b>882</b>	<b>76%</b>	<b>853</b>	<b>74%</b>
<b>ON STREET</b>													
1	Main, South	103	87%	96	81%	105	88%	100	84%	100	84%	90	76%
2	Main, North	31	74%	34	81%	46	110%	57	136%	56	133%	16	38%
3	Ridge, South	128	79%	132	81%	99	61%	197	122%	163	101%	101	62%
4	Ridge, North	14	41%	13	38%	15	44%	35	103%	34	100%	21	62%
5	Lincoln Ave.	12	55%	9	41%	13	59%	20	91%	20	91%	7	32%
6	Adams Ave.	0	0%	3	20%	12	80%	15	100%	13	87%	12	80%
7	French St.	51	31%	81	49%	53	32%	125	76%	92	56%	88	53%
<b>TOTAL</b>		<b>339</b>	<b>61%</b>	<b>368</b>	<b>66%</b>	<b>343</b>	<b>61%</b>	<b>549</b>	<b>98%</b>	<b>478</b>	<b>86%</b>	<b>335</b>	<b>60%</b>
<b>SKI AREA</b>													
1	Miners	517	103%	515	103%	475	95%	657	131%	611	122%	500	100%
2	Tailings	500	100%	510	102%	399	80%	512	102%	542	108%	500	100%
3	Gold Rush Lot	0	0%	260	81%	0	0%	342	107%	326	102%	171	53%
4	Postal Lot	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
5	Satellite Lot	381	64%	332	55%	394	66%	722	120%	399	67%	320	53%
<b>TOTAL</b>		<b>1398</b>	<b>68%</b>	<b>1617</b>	<b>78%</b>	<b>1268</b>	<b>61%</b>	<b>2233</b>	<b>108%</b>	<b>1878</b>	<b>91%</b>	<b>1491</b>	<b>72%</b>
<b>DATE</b>		<b>12/20/08</b>		<b>12/27/08</b>		<b>12/28/08</b>		<b>12/29/08</b>		<b>12/31/08</b>		<b>1/3/09</b>	
<b>HWY 9 NORTHBOUND</b>		9233		11026		10555		12909		12651		10954	
<b>HWY 9 SOUTHBOUND</b>		9336		11558		10650		12916		13375		9884	
<b>TRAFFIC CONTROL OFFICERS</b>		6		7		5		8		6		7	
<b>WEATHER &amp; EVENTS</b>		12F cloudy 2" new snow Dew Tour		neg 1F p cloudy 0" new snow neg 20 deg 6am		15F Super Windy 2" new snow Only 3 lifts		35F Sunny no new snow		35F Sunny no new snow		20F Cloudy 5" new snow 15F 6am	

ATTACHMENT "A"													
#	LOT LOCATION	# Occupied	%	# Occupied	%	# Occupied	%	# Occupied	%	# Occupied	%	# Occupied	%
		1/10/09 SAT		1/14/09 WED		1/16/09 FRI		1/17/09 SAT		1/30/09 FRI		2/7/09 SAT	
1	Barney Ford	17	61%	18	64%	15	54%	28	100%	18	64%	28	100%
2	CMC North	3	5%	24	38%	23	37%	10	16%	8	13%	15	24%
3	CMC South	6	14%	12	29%	14	33%	6	14%	9	21%	18	43%
4	Courthouse	45	100%	43	96%	43	96%	46	102%	43	96%	44	98%
5	East Sawmill	89	100%	86	97%	82	92%	64	72%	84	94%	88	99%
6	Exchange, Lower Outdoor	12	100%	10	83%	10	83%	12	100%	11	92%	10	83%
7	Exchange, Lower Structure	29	67%	11	26%	22	51%	40	93%	19	44%	16	37%
8	Exchange, Upper	15	36%	11	26%	24	57%	36	86%	23	55%	23	55%
9	F-Lot	179	100%	176	98%	126	70%	190	106%	164	92%	179	100%
10	French St.	23	68%	26	76%	30	88%	26	76%	18	53%	33	97%
11	Ice House	48	100%	37	77%	40	83%	49	102%	43	90%	48	100%
12	Ice Rink	155	99%					178	113%			188	120%
13	Klack Placer	73	100%	63	86%	65	89%	70	96%	67	92%	71	97%
14	Tiger Dredge	120	60%	26	13%	8	4%	88	44%	28	14%	143	72%
15	Tonopah	60	100%	56	93%	49	82%	54	90%	54	90%	59	98%
16	Wellington	46	100%	43	93%	37	80%	44	96%	34	74%	46	100%
<b>TOTAL</b>		<b>920</b>	<b>79%</b>	<b>599</b>	<b>52%</b>	<b>588</b>	<b>51%</b>	<b>941</b>	<b>81%</b>	<b>623</b>	<b>54%</b>	<b>1009</b>	<b>87%</b>
<b>ON STREET</b>													
1	Main, South	107	90%	77	65%	83	70%	103	87%	98	82%	114	96%
2	Main, North	40	95%	41	98%	33	79%	39	93%	35	83%	27	64%
3	Ridge, South	90	56%	75	46%	125	77%	119	73%	134	83%	109	67%
4	Ridge, North	18	53%	34	100%	31	91%	28	82%	22	65%	19	56%
5	Lincoln Ave.	17	77%	10	45%	14	64%	16	73%	15	68%	13	59%
6	Adams Ave.	15	100%	13	87%	0	0%	9	60%	10	67%	14	93%
7	French St.	62	38%	62	38%	97	59%	124	75%	81	49%	63	38%
<b>TOTAL</b>		<b>349</b>	<b>62%</b>	<b>312</b>	<b>56%</b>	<b>383</b>	<b>69%</b>	<b>438</b>	<b>78%</b>	<b>395</b>	<b>71%</b>	<b>359</b>	<b>64%</b>
<b>SKI AREA</b>													
1	Miners	500	100%	448	90%	478	96%	560	112%	439	88%	500	100%
2	Tailings	540	108%	473	95%	529	106%	530	106%	378	76%	500	100%
3	Gold Rush Lot	287	90%	315	98%	0	0%	380	119%	0	0%	320	100%
4	Postal Lot	0	0%	0	0%	0	0%	0	0%	0	0%		0%
5	Satellite Lot	840	140%	804	134%	483	81%	955	159%	509	85%	683	114%
<b>TOTAL</b>		<b>2167</b>	<b>105%</b>	<b>2040</b>	<b>99%</b>	<b>1490</b>	<b>72%</b>	<b>2425</b>	<b>117%</b>	<b>1326</b>	<b>64%</b>	<b>2003</b>	<b>97%</b>
<b>DATE</b>		<b>1/10/09</b>		<b>1/14/09</b>		<b>1/16/09</b>		<b>1/17/09</b>		<b>1/30/09</b>		<b>2/7/09</b>	
<b>HWY 9 NORTHBOUND</b>		11278		10879		11076		12065		11559		11615	
<b>HWY 9 SOUTHBOUND</b>		11472		10730		13291		13009		13135		11991	
<b>TRAFFIC CONTROL OFFICERS</b>		5		N/A		N/A		7		N/A		N/A	
<b>WEATHER &amp; EVENTS</b>		20F Sunny		20F Cloudy 5" new snow		35F no New Snow		45 F No new snow		30F Sunny No new snow		40F Sunny no new snow	

ATTACHMENT "A"												
#	LOT LOCATION	# Occupied	%	# Occupied	%	# Occupied	%	# Occupied	%	# Occupied	%	TOT AVG%
		2/11/09 WED		3/7/09 SAT		3/11/09 WED		3/14/09 SAT		3/25/09 WED		
1	Barney Ford	18	64%	17	61%	18	64%	18	64%	22	79%	63%
2	CMC North	26	41%	10	16%	23	37%	12	19%	17	27%	19%
3	CMC South	8	19%	18	43%	9	21%	22	52%	8	19%	21%
4	Courthouse	43	96%	38	84%	43	96%	44	98%	43	96%	85%
5	East Sawmill	49	55%	33	37%	46	52%	55	62%	50	56%	68%
6	Exchange, Lower Outdoor	10	83%	11	92%	10	83%	12	100%	11	92%	80%
7	Exchange, Lower Structure	33	77%	23	53%	13	30%	20	47%	17	40%	52%
8	Exchange, Upper	11	26%	17	40%	11	26%	19	45%	13	31%	43%
9	F-Lot	48	27%	141	79%	59	33%	180	101%	92	51%	66%
10	French St.	20	59%	22	65%	18	53%		0%	20	59%	64%
11	Ice House	40	83%	47	98%	35	73%	48	100%	41	85%	82%
12	Ice Rink			184	117%			142	90%			95%
13	Klack Placer	65	89%	68	93%	73	100%	68	93%	72	99%	84%
14	Tiger Dredge	22	11%	46	23%	34	17%	115	58%	42	21%	39%
15	Tonopah	45	75%	52	87%	56	93%	60	100%	56	93%	80%
16	Wellington	15	33%	18	39%	27	59%	36	78%	9	20%	59%
<b>TOTAL</b>		<b>438</b>	<b>38%</b>	<b>727</b>	<b>63%</b>	<b>448</b>	<b>39%</b>	<b>815</b>	<b>70%</b>	<b>504</b>	<b>43%</b>	<b>53%</b>
<b>ON STREET</b>												
1	Main, South	85	71%	91	76%	82	69%	82	69%	96	81%	72%
2	Main, North	26	62%	32	76%	25	60%	41	98%	24	57%	75%
3	Ridge, South	88	54%	102	63%	75	46%	113	70%	112	69%	64%
4	Ridge, North	27	79%	12	35%	37	109%	21	62%	26	76%	62%
5	Lincoln Ave.	12	55%	17	77%	11	50%	15	68%	18	82%	57%
6	Adams Ave.	4	27%	14	93%	7	47%		0%	12	80%	78%
7	French St.	65	39%	65	39%	69	42%		0%	75	45%	44%
<b>TOTAL</b>		<b>307</b>	<b>55%</b>	<b>333</b>	<b>60%</b>	<b>306</b>	<b>55%</b>		<b>0%</b>	<b>363</b>	<b>65%</b>	<b>64%</b>
<b>SKI AREA</b>												
1	Miners	354	71%	500	100%	438	88%	500	100%	456	91%	85%
2	Tailings	169	34%	488	98%	220	44%	500	100%	260	52%	78%
3	Gold Rush Lot		0%	102	32%	0	0%	105	33%	0	0%	74%
4	Postal Lot		0%	0	0%	0	0%		0%	0	0%	0%
5	Satellite Lot	214	36%	478	80%	267	45%	430	72%	267	45%	70%
<b>TOTAL</b>		<b>737</b>	<b>36%</b>	<b>1568</b>	<b>76%</b>	<b>925</b>	<b>45%</b>	<b>1535</b>	<b>74%</b>	<b>983</b>	<b>47%</b>	<b>72%</b>
<b>DATE</b>		<b>2/11/09</b>		<b>3/7/09</b>		<b>3/11/09</b>		<b>3/14/09</b>		<b>3/25/09</b>		
<b>HWY 9 NORTHBOUND</b>		9301		10344		9989		10976		10059		
<b>HWY 9 SOUTHBOUND</b>		9414		10953		10332		12127		9884		
<b>TRAFFIC CONTROL OFFICERS</b>		N/A		8		N/A		N/A		N/A		
<b>WEATHER &amp; EVENTS</b>		30F Sunny No new snow		27 F Partly Cloudy Snowing off and on		40 F Sunny		40 F Sunny		25 F 2" new snow		

**Attachment "B"**

**AVERAGE DAILY Continuous Traffic Counts By Month and Year**

**INCLUDES BOTH NORTH AND SOUTHBOUND TRAFFIC AVERAGES**

**HWY 9 @ Fairview/Tiger Road**

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1991												
1992												
1993												
1994												
1995										5648	13040	15964
1996	14914	16449	18095	13823	11563	14929	19002	18693	15132	13163	12712	15314
1997	16184	17109	19347	13606	11861	16460	19797	18101	16010	13927	14998	16639
1998	16810	16690	18506	15028	11927							
1999											16226	18864
2000	18552	19946	21120	16241	13566	18146	21944	21200	18898	16496	16656	17524
2001	19832	20985	21906	16237	14523	17639		19941	17875	16150	16610	20272
2002	20789	21729	22454	16137	14536	17957	22030	20763	18125	15505	16223	19895
2003	20478	20373	20468	15362	13761	18156	20179	19480	16843	14964	14829	18654
2004	19416	19455	20094	14881	13235	16055	23816	22623	20655	16435	11737	19643
2005	18989	20995	21210	15207	13908	18387	21607	19988	17201	14418	14704	16870
2006		20998	21722	16262	14383	18215	21499	19876	17816	14343	16474	17318
2007	17702	17620	18759	14050	12673	15470	13028	9779	18771	16492	17633	19734
2008	20905	20794	21778	16242	14218	17918	21285	20247	18055	15894	15800	19566
2009	21034	20678	20526									

## MEMORANDUM

**TO:** Town Council  
**FROM:** Chris Kulick, Planner I  
**DATE:** May 6, 2009  
**SUBJECT:** Carbon Action Plan

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Recently staff has been researching potential energy efficiency funding that may become available through the American Recovery and Reinvestment Act, otherwise known as the federal stimulus package. Due to Breckenridge's size we are unfortunately not eligible for the Energy Efficiency and Conservation Block Grant (EECBG) program that is already distributing money to larger cities and counties in the state. The Town however may be eligible for stimulus funding that will be distributed through the State's Governor's Energy Office (GEO). The money distributed by the GEO is specifically towns and counties, like Breckenridge, that were not eligible for the EECBG program. At this time the eligibility rules of GEO's allocation of stimulus funds have not been set. There is some speculation that in order to qualify for the GEO's funding having a comprehensive energy plan will be required. This assumption is based on the requirements for the larger EECBG program. As a result of this information Staff took aggressive action to draft such a plan for the Town, to ensure we won't preclude ourselves from any available stimulus funding.

### **Carbon Action Plan**

Due to the limited time frame staff utilized many methodologies from other successful plans for our proposed Carbon Action Plan. Therefore this plan is fairly conceptual in nature. We largely chose our reduction targets from those set by the State of Colorado's own plan. We feel at this time the most important issue is getting a plan in place, in order not to jeopardize our eligibility for stimulus funds. We feel there will be ample time to modify the plan, add in detail and specificity after the fact and solicit community feedback.

### **Council Discussion**

Staff is requesting an endorsement of the Carbon Action Plan and will be happy to answer any questions or respond to any input.

# TOWN OF BRECKENRIDGE



## Carbon Action Plan 2009





**Town of Breckenridge  
Carbon Action Plan  
2009**

Prepared by the Community Development Department  
P.O. Box 168  
Breckenridge, Co. 80424

Town Council  
John Warner, Mayor  
Eric Mamula  
Rob Millisor  
Jeffrey Bergeron  
Peter Joyce  
Jennifer McAtamney  
David Rossi

Planning Commission  
Rodney Allen, Chair  
Michael Bertaux  
Dave Pringle  
Dan Schroder  
Leigh Girvin  
Jim Lamb  
J.B. Katz

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### Cover Photo:

Town of Breckenridge

By Chris Kulick

## Overview

The Town of Breckenridge joined the Cities for Climate Protection Campaign (ICLEI) in the winter of 2009 and committed to developing an emissions reduction strategy. The Town's first order of business was developing an emissions inventory. The Community Development Department took on the issue of creating a Carbon Action Plan as a component of the Town's broader Sustainability Action Plan. Over the last 3 months Community Development Staff have been working on the creation of a Carbon Action Plan, which outlines steps for the entire Breckenridge community to significantly reduce emissions and become more energy independent.

This plan provides long term goals, as well as short-term steps for attaining these goals. It is based on input from the Town's elected officials and Town Staff. The plan will evolve and continue to be refined over time, but lays out a framework and steps, to significantly improve Breckenridge's carbon footprint.

The Carbon Action Plan proposes three key goals:

**1. Lead by example.** The Town should make its buildings and operations a model of energy efficiency and renewable energy while reducing energy costs. The Town can be the early trend-setter, making it easier for more households and businesses to adopt practices once they see they work.

**2. Adopt and Implement Community-wide Policies to increase Energy Efficiency, Use of Renewable Energy, Reduce Dependence on Fossil Fuels and Limit Waste Generation.**

Many aspects of energy use are the result of policies, ordinances, and regulations that were made over time. Change these rules and we significantly change how we use energy. This plan recommends that the Town upgrade various ordinances and regulations that influence energy use, where useful adopt new ones, and where appropriate, join with others to address issues beyond town boundaries.

**3. Green Branding.** Breckenridge can pursue implementation of this energy plan in ways that strengthen the community's "green brand" and support green businesses.

Within each Goal Area are specific **Actions** which represent what Breckenridge must achieve in order to reduce our carbon output. For each goal specific **Indicators** have been developed to measure progress toward meeting the goals. Indicators are tools that help to determine the condition of a system, or the impact of a program, policy or action. When tracked over time indicators tell us if we are moving toward carbon reduction and provide us with useful information to assist with decision-making.

## Why a Breckenridge Carbon Action Plan?

Global warming is nearly universally recognized by scientists, and much of the public, as one of the most important threats facing human civilization, and political and military stability. This rise in temperatures has major implications for international migration, economic prosperity, and the future of human development. Locally, the forecasted changes in precipitation accompanying climate change could dramatically alter seasonal snowfall patterns, increase the incidence of forest fires, and lead to seasonal water shortages. In addition to these environmental reasons for a plan, there is also the added economic benefit of reducing energy costs to both the Town and its residents.

There are many reasons to pursue a low-carbon future:

### 1. Local Action to Combat Global warming

A carbon action plan will help us take an active part in addressing global warming. Nine of the 10 warmest years in recorded history have occurred since 1995, and there is broad scientific consensus that global warming is occurring and that our earth is quickly approaching a tipping point with respect to this

issue. Breckenridge is unique in the sense that our local economy is largely driven by being a premiere destination for winter recreation. To ensure the Town continues to have the ability to remain a winter recreation destination we must take aggressive steps at the local level to combat the larger issue of global warming. By taking these steps, we can hopefully influence other communities to take similar actions.

## **2. Enhanced Quality of life and Livability**

Implementing clean energy improvements also has near-term benefits on the quality of our buildings, and our community. Continuing to make Breckenridge a place that offers a variety of options for mobility, making it easy to bike, walk, or take transit, and continuing with compact, energy efficient land use patterns, also leads to a high quality, healthy living environment. In addition to the more quantifiable economic and energy security benefits, implementing more sustainable energy solutions enhances the overall livability and beauty of our community.

## **3. Energy Independence and Energy Security**

The vast amount of Breckenridge's energy is imported either from other parts of our country, or other parts of the world. Breckenridge is currently completely dependent on these distant places for our energy needs. There is growing concern about the amount of oil imported from volatile foreign countries and energy independence is increasingly seen as one of the key components of a more peaceful world. In addition, requiring less energy from far away places will insulate Breckenridge from energy shocks and spikes in cost. It is important to note that in terms of oil dependence, transportation consumes 68% of all oil in the U.S. however in Breckenridge, commercial energy use accounts for the highest portion of community energy use.

## **4. Economic Benefits**

In 2007 Breckenridge citizens and businesses spent over \$6.8 Million on electricity and natural gas. In addition, the combined total bill for motor fuel from all Breckenridge citizens and businesses was estimated at more than \$6.4 Million. Town Government alone spent \$765,881 on electricity and natural gas costs in 2007. The vast majority of money spent on energy related bills immediately leaves the local economy. Finding ways for each household, business, and government operation to spend less on energy means a significant amount of funds can be used on other priorities, generating economic benefits and improving quality of life for the Town's residents.

## **5. Tapping unique local resources and success to date**

Breckenridge has an abundance of local and regional talent and experience to draw from. The Town has recently partnered with the Governor's Energy Office in providing monetary incentives for solar hot water systems. The Town's electricity provider Xcel Energy has existing programs for efficiency and renewable energy. Xcel will spend more than \$1 billion on new wind farms and solar installations in the coming years. Many local architects and builders practice green building techniques. Summit County's builders, architects, and elected officials initiated a progressive green building code that was adopted in 2009. Today, there are many efficient homes in the area, utilizing a variety of different sustainable practices. In short, our community is well positioned to make rapid progress on the clean energy initiative described below, and can address these issues in a hopeful and innovative way that will help Breckenridge further prosper.

## **Breckenridge's ENERGY AND CLIMATE PROTECTION GOALS**

Around the country communities are selecting emissions goals to spur and guide climate protection efforts. Emissions reductions goals are an evolving science. We have based our emissions goals on what other active climate protection cities and corporations are doing. Goals will be refined as

implementation of the plan moves forward. In addition to emissions goals our plan includes more qualitative goals.

## 1. Town Government: Lead by Example

### Existing /Short Term Actions

- Create the organizational, human resource, and financing framework for ensuring this plan is turned into action. Town will identify opportunities for saving energy and money based off of energy audit information.
- 2011 budget will include ways to increase percentage of renewable energy.
- The Town will continue to support efforts to create in-town workforce housing for employees to reduce the need to commute.
- The Town will continue to encourage Town employees commute by carpool, bus, bicycling or walking.
- The Town will continue to encourage Town employees to make in-town trips on bicycle or on foot when practical.
- Town will continue to purchase renewable energy credits (RECs) to reduce GHG.
- Town staff is studying the feasibility of wind power for future development on Block 11 through the CMC test project.

### Long Term Actions

- Establish a Program for Energy Efficiency Retrofits in Municipal Buildings.
- The Town commits to using best practices in energy efficiency and renewable energy in constructing all new buildings and operations.
- The Town will increase the percentage of renewable energy by 50% by 2020, either through on-site renewable generation, or through purchasing more power from renewable sources.
- All new town vehicle purchases strive for more fuel efficient models.

### Action Monitoring

Indicators	Targets
<b>Energy Use</b> • Town facilities use	20% below 2007 levels by 2020 for Town facility use
<b>Renewable Energy Use</b> • Percent of Town facilities energy use from renewable sources	By 2014 10% of all electricity use in Town facilities should come from renewable sources.
<b>Solid Waste Generation</b> • Total Town facility generation (also report per capita and by department) • Town facility amount landfilled • Town facility amount diverted (recycled, composted, etc) from landfill	Generation: Do not exceed year 2007 levels by 2014 in all Town facilities.  Diversion: Increase amount diverted to 40% of total by 2014 in all Town facilities.
<b>Transportation</b> • Average fuel efficiency of entire Town fleet. • Town staff vehicle miles traveled • Participation in Green Commutes program • Bike usage for Town business	Reduce fleet fuel consumption 20% by 2020. Increase participation in green commutes program on a yearly basis. Increase Town related bike usage on a yearly basis

## 2. Adopt and Implement Community-wide Policies to increase Energy Efficiency, Use of Renewable Energy, Reduce Dependence on Fossil Fuels and Limit Waste Generation.

### Existing/Short-Term Actions

- Town will promote a leadership position and advocate on renewable energy supply and efficiency issues.
- Implement Sustainable Building Code
- Review Town codes to ensure they are in line and not in conflict with the community’s ability to become more sustainable.
- Partner with utilities, non-profits and others to promote alternative energy. The Town should work with Xcel Energy, Summit County Government, the High Country Conservation Center and others to accelerate the transition to a clean energy future, offering programs to households and businesses that combine financing, technical assistance, and education.
- Promote solar and appliance incentives from the Town, GEO, HC3 and Xcel and federal tax credits on renewable energy and efficiency.
- The Town will not collect building or planning fees for renewable energy infrastructure projects.
- The Town will not collect Town sales tax on renewable energy producing infrastructure.
- Review Town policies and development regulations to ensure that the Town is not encouraging vehicle dependence, and discouraging biking, walking and transit usage in unintended ways.
- Review all Town codes to ensure that they back up the goal of moving away from automobile dependence and are not in direct conflict with these goals.
- Actively support County waste reduction/diversion strategies such as *pay as you throw*, *recycling centers* and *composting*.
- Support weatherization programs for existing building stock to evaluate costs and implementation strategy. Explore opportunities for low cost energy savings: water heater blankets, insulation and caulk, blower door and Energy Star Ratings.

### Long Term Actions

- Work with other communities and any statewide efforts to improve state policies to encourage a more climate friendly transportation, energy generation and waste disposal practices.
- Develop and implement a local renewable energy mitigation program.
- Increase transit mode share by working regionally to upgrade transit: Breckenridge Summit Stage & Rocky Mountain Rail Authority representatives will encourage SS and RMRA to develop a timeline, target dates, and implementation plan for implementing regional Transit upgrades.
- Recommend implementation plan for Energy Star Purchasing Policy for town operations with supporting EPA reference and guidelines
- Support *Renewables in the Summit* to advise the community on energy independence goals.
- Participate in regional transportation demand management programs and promotions.

### Action Monitoring

Indicators	Targets
<b>Energy Use</b> • Town-wide use	20% below 2007 levels by 2020 for Town-wide use
<b>Renewable Energy Use</b> • Percent of Town-wide energy use from renewable sources • Number of renewable energy system Cos	By 2014 10% of all electricity use Town-wide should come from renewable sources.  Yearly growth of renewable

	energy system Cos
<b>Solid Waste Generation</b> <ul style="list-style-type: none"> <li>• Total Town-wide generation (also report per capita)</li> <li>• Town-wide amount landfilled</li> <li>• Town-wide amount diverted (recycled, composted, etc) from landfill</li> </ul>	Generation: Do not exceed year 2007 levels by 2014 Town-wide.  Town-wide Diversion: Increase amount diverted to 40% of total by 2014.
<b>Transportation</b> <ul style="list-style-type: none"> <li>• Estimated Town vehicle miles traveled</li> <li>• Per capita ridership of Breckenridge Freeride Transit System</li> <li>• Comparison of Skier numbers to Ski Resort Parking numbers</li> </ul>	Reduce fleet fuel consumption 20% by 2020.  Yearly increase of per capita Breckenridge Freeride transit system  Yearly increase in skiers to cars ratio.

### 3. Green Branding

#### Long Term Actions:

- Partner with sustainable energy businesses, HC3 and the BRC to create a green brand for the Town.
- Develop informational materials to promote Breckenridge as a center of sustainability.
- Create a supportive environment for businesses associated with green technologies and support green businesses.
- Start a biking, walking campaign for in-town transportation.
- Conduct ongoing publicity campaigns to promote sustainable transportation, including the promotion of biking, walking and transit as main transportation modes within Breckenridge, make Breckenridge known for respecting, encouraging biking, walking and transit.
- Breckenridge will work to educate Town guests that once they arrive in Town the Town will provide the transportation for them. No cars necessary.

#### Action Monitoring

Indicators	Targets
<b>Green Branding</b> <ul style="list-style-type: none"> <li>• Percent of residents aware of the Town's green efforts.</li> <li>• Percent of visitors aware of the Town's green efforts.</li> </ul>	Positive yearly growth trend in awareness from visitors and guests.
<b>Green Businesses</b> <ul style="list-style-type: none"> <li>• Number of "Green Businesses" certified by HC3.</li> </ul>	Positive yearly growth trend of certified "Green Businesses."

### Implementation and Financing

To ensure this document turns into action we need to answer "Who will do the work, who is responsible for moving items forward, and where does the funding come from?"

#### Possible organizational/staffing arrangements:

- In-house Sustainability Coordinator within Town Government. Community will fund adequate human resource units (HRU's) to cover this effort.
- Town continues to support the High Country Conservation Center and their efforts to reduce the County's carbon footprint.
- Energy Services Company: Town contracts with a for-profit company.
- Individual contractors on a project by project basis.

It will take a team of resources to implement the plan, and it may require using a combination of several above-listed approaches.

**Possible financing sources**

Financing is required for staffing, management, and upfront costs of efficiency upgrades and installation of renewable energy systems. In addition to financing the plan from the Town's general fund here are other potential sources of financing that have been utilized by other successful plans:

**Bonds:** In 2001 San Francisco voters overwhelmingly approved a landmark \$100 million bond initiative that paid for solar panels, energy efficiency and wind turbines for public facilities. The measure paid for itself entirely from energy savings at no cost to taxpayers.

**Financial Districts:** Berkeley California's Financing Initiative for Renewable and Solar Technology (FIRST) allows property owners to borrow money from the city's Sustainable Energy Financing District to install photovoltaic (PV) systems and repay the cost over 20 years through an annual special tax on property tax bills. Berkeley expects the program to initially fund 40 installations. Applications that were not accepted during the pilot phase will be put on the waiting list for the next round of applications.

**Grants:** the Town and HC3 have raised significant grant funds to date for energy improvements in Breckenridge, and grants can be a valuable part of the funding mix.

**Revenue-generating mechanisms:** The energy plan suggests pursuing a revenue generating mechanism such as Pitkin County's Renewable Energy Mitigation Program.

**Greenhouse Gas Emissions:**

Breckenridge Town-wide Greenhouse Gas Emissions in 2007

	Equiv CO 2 (tons)	Equiv CO 2 (%)	Energy (MMBtu)
Residential	109,279	39.3	721,920
Commercial	118,010	42.5	852,542
Industrial	23,154	8.3	72,594
Transportation	21,700	7.8	253,190
Waste	5,835	2.1	
Total	277,978	100.0	1,900,246

**Emission Reduction Targets**

In determining appropriate reduction targets, staff researched many leading energy plans to base our reduction targets off of. Staff consulted energy plans from the State of Colorado, Ann Arbor, MI, Aspen, CO, Carbondale, CO, Chapel Hill, NC, Fort Collins, CO, Jackson, WY, Los Angeles, CA, Palo Alto, CA, and Park City, UT. Through our research we found greenhouse gas reduction targets to range from 7% -30% below the reported baseline year. With a projection of reduction attainment to be accomplished within 5-15 years of the plan's start date. For example the State of Colorado adopted a target for reducing GHG emissions by 20% below 2005 levels by 2020.



## MEMO

TO: Town Council

FROM: Town Attorney

RE: Draft Entrada Annexation Agreement

DATE: May 6, 2009 (for May 12<sup>th</sup> meeting)

---

Enclosed is the draft Annexation Agreement for the Entrada development. This version of the document has been reviewed by both the Town staff and the developer.

As you know, the process of negotiating this Agreement has involved considerable negotiations between the Town and the developer. Staff believes that the draft Agreement correctly sets forth the parties' understanding on all of the "deal points" involved in the proposed annexation of the Entrada property to the Town.

The enclosed form of the Annexation Agreement reflects a number of revisions that I made to the Town's standard Annexation Agreement. This revised form includes all of the standard provisions that were contained in the previous version of the Town's standard annexation agreement, but has been rewritten to make the Agreement a bit more readable, as well as more comprehensive. I am comfortable with this particular form of agreement and would suggest that we use it as a model form for future Town annexations.

The key provisions of the Entrada Annexation Agreement that I want to call to your attention are as follows:

1. Annexation: The Entrada property (consisting of 3.98 acres) will be annexed to the Town, subject to the terms and conditions of the Annexation Agreement. (§2)
2. Development Concept: The western-most third of the property will be developed as the "Commercial Tract." The Commercial Tract will be subdivided into two lots of equal size, each containing one site for each of the two buildings that are to be constructed on the Commercial Tract. The eastern-most third will be developed as the "Mini-Storage Tract." The middle third will be conveyed to the Town. The "General Plan of Development" is attached as Exhibit "A" to the draft agreement. (§§4.3 and 4.6)
3. Initial Land Use Designation: Upon annexation the property will be placed in Land Use District 5.(§4.1)
4. Density: The total density of the Commercial Tract and Mini-Storage Tract will not exceed 41,280.4 square feet without Town approval. This density has been arrived at as follows: 34,654 square feet of density is normally allowed in Land Use District 5 + 6,626 square feet of TDRs to be provided by the Town = 41,280 square feet of density. A maximum of 15,030.4 square feet will be developed on the Commercial Tract. A maximum of 7,766.4 square feet of density may be developed on Lot 1 of the Commercial Tract; a maximum of 7,264 square feet of density may be developed on Lot

2 of the Commercial Tract. A maximum of 26,250 square feet may be developed on the Mini-Storage Tract. The actual use of the allowed maximum density is subject to the Town's normal right to review and approve the master plan and site-specific project under the Development Code. Staff has reviewed these numbers and believe they correctly reflect the agreement with respect to the density to be developed on the site. (§4.2) We also understand that the developer is proposing the construction of some employee housing (about 1,655 square feet) as part of the development of the project. Staff, however, did not believe that any provision for employee housing should be included in the Annexation Agreement because such a proposal will be reviewed by the Town as part of its normal review and approval of the Master Plan and site specific development of the property and we did not believe it was appropriate to commit the Town to approve any specific employee housing proposal as part of the Annexation Agreement.

5. Master Plan: The property will be developed pursuant to a Master Plan, in addition to a site-specific development permit for the project. (§4.5)
6. Summit Ridge Center Mutual Access Easement: As part of the initial subdivision of the Commercial Tract the developer will create a mutual access easement with the Summit Ridge Center (§4.7(c)). We have recently been advised that such an easement already exists. We are in the process of obtaining a copy of the easement agreement and reviewing it for its sufficiency.
7. Fence: The developer has proposed the construction of a fence along three sides of the Mini-Warehouse Tract (§4.8(b)). The developer believes that such a fence is necessary to provide security for the mini-warehouse and its users. The proposed fence will be considered by the Planning Commission (and ultimately the Council) as part of the Master Plan for the property. It has been mentioned in the Agreement simply to advise you of the request. Nothing in the Agreement obligates you or the Planning Commission to approve the fence request.
8. Shared Curb Cut: There will be a shared curb cut access for the Mini-Storage Tract and the Town Tract along the southerly side of the property (§4.9). The location of the curb cut will be determined as part of the Town's land use process review.
9. TDRs: The Town will provide the developer with 6.626 TDRs for its use in developing the property. The developer must provide for any TDRs required to construct more than the combined 41,280.4 square feet of density on the Commercial Tract and the Mini-Storage Tract. At this point, however, it does not appear that the developer will propose to develop more than 41,280.4 feet on the property.
10. Town Tract: At the time of the initial subdivision of the property the developer will convey the Town Tract to the Town at no cost (§4.11(a)). The Town may (but is not required to) use the Town Tract for development of affordable housing.
11. Fees Waived: The Town will waive all building, development, impact, and permitting fees for: (i) the Master Plan; (ii) the initial subdivision of the property; (iii) the initial development of the property; and (iv) the individual condominium conversion on the Commercial Tract (if done within two years of the first certificate of occupancy issued for either of the buildings to be developed on the Commercial Tract). The fee waiver does not apply to any development of either the Commercial Tract or the Mini-Storage Tract after the initial development of the property. The broad waiver language includes the waiver of the Housing Authority Impact Fee. The fee waiver provision of the Agreement

is extensive and, although you have seen the provisions before, I urge you to review it carefully. (§4.11(b))

12. Developer's Right Of Approval: The annexation may be terminated by the developer if it is not satisfied with the land use approvals initially granted by the Town. (§5.1). This can be done by withdrawal of the Annexation Petition up to the time of final adoption of the Annexation Ordinance. Of course, the Town Council retains its discretion to approve the annexation up to the time of final adoption of the Annexation Ordinance.
13. Public Dedications: In addition to the standard dedications required by an annexing party, the developer will dedicate to the Town an eight foot easement along the southernmost boundary of the Property adjacent to and paralleling CR450. (§7.2) The Town will pay the costs of constructing any improvements (i.e., the proposed pathway) to be located in the dedicated easement.
14. Open Space Dedication Requirement Waived: As part of the Agreement the Town waives any open space requirement or fees in lieu thereof. (§7.3)
15. Well. The developer will convey its interest in the Dowdy Well to the Town at no cost. (§7.5)
16. No Annexation Surcharge. The Agreement provides that no annexation surcharge will be charged by the Town in connection with this annexation (§8)
17. No Cost Benefit Analysis: As part of the Agreement the Town waives the normal requirement for the developer to provide a cost-benefit analysis with respect to the annexation. (§9)

The proposed Annexation Agreement has been scheduled only for worksession review next Tuesday. After we get your comments on the draft Agreement I will make whatever revisions are required, and the final version of the Agreement will be brought back to you for formal consideration at the time of second reading of the Annexation Ordinance.

I will be happy to review this matter with you next Tuesday.

1 ***DRAFT May 6, 2009 DRAFT***

2  
3 **ANNEXATION AND DEVELOPMENT AGREEMENT**  
4 **(Entrada)**

5  
6 THIS ANNEXATION AGREEMENT ("***Agreement***") is dated \_\_\_\_\_, 2009  
7 and is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("***Town***")  
8 and ENTRADA AT BRECKENRIDGE, INC., a Colorado Corporation ("***Owner***").  
9

10 WHEREAS, Owner owns the real property defined as the "Property" in Section 1 of this  
11 Agreement; and

12  
13 WHEREAS, Owner proposes the annexation of its property to the Town; and

14  
15 WHEREAS, the Town has determined that it would be in the best interest of the public  
16 health, safety, and welfare of its citizens to impose certain terms and conditions on the Owner in  
17 connection with the annexation of Owner's property to the Town; and

18  
19 WHEREAS, Owner and Town have come to an Agreement with respect to the terms and  
20 conditions of the annexation of the Owner's property to the Town, all as more fully set forth in  
21 this Agreement.  
22

23 NOW, THEREFORE, in consideration of the recitals, promises, and covenants contained  
24 herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby  
25 acknowledged, the parties agree as follows:

- 26  
27 1. **DEFINITIONS.** As used in this Agreement, unless the context clearly requires  
28 otherwise:

29 "***Act***" means Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S.,  
30 as from time to time amended.

31  
32 "***Annexation Ordinance***" means the ordinance adopted by the Town Council of the  
33 Town of Breckenridge pursuant to the Municipal Annexation Act of 1965 (Section 31-  
34 12-101, *et seq.*, C.R.S.) officially annexing the Property to the Town of Breckenridge.  
35

36 "***Annexation Petition***" means the petition filed by Owner seeking annexation of the  
37 Property to the Town.

38  
39 "***Annexation Surcharge***" means a general annexation fee normally paid to the Town as  
40 part of an annexation in lieu of the transfer of raw water to the Town by the annexing  
41 party.

42 "***Applicable Town Ordinances***" means all ordinances of the Town regulating the  
43 development, subdivision and use of the Property, as in effect from time to time. Such

1 ordinances include, but are not limited to, the Town's: (i) Development Code, (ii) Street  
2 Standards, (iii) Drainage Ordinance, (iv) Flood Prevention Ordinance, (v) Water Quality  
3 Ordinance, (vi) Subdivision Ordinance, (vii) Building, Technical and Construction  
4 Codes, (viii) ordinances concerning annexation/water surcharges, (ix) ordinances and  
5 resolutions concerning payment of fees, (x) ordinances concerning public dedications;  
6 and (xi) all other applicable Town ordinances, resolutions, regulations and policies.  
7

8 “**Commercial Tract**” means the portion of the Property to be developed by Owner as  
9 provided in Section 4.7.  
10

11 “**Development Code**” means the Town of Breckenridge “Development Code” codified as  
12 Chapter 1 of Title 9 of the Breckenridge Town Code.  
13

14 “**Effective Date**” means the date that this Agreement becomes effective as provided in  
15 Section 3.1  
16

17 “**Final Approval**” means the 61<sup>st</sup> day after the effective date of the Annexation Ordinance  
18 as more fully defined in § 3.2 hereof.  
19

20 “**General Plan of Development**” means the general conceptual plan for the development  
21 of the Property as shown on Exhibit "A".  
22

23 “**Initial Subdivision of the Property**” means: (i) the division of the Property into the  
24 Commercial Tract, the Mini-Storage Tract, and the Town Tract as shown on the General  
25 Plan of Development; and (ii) the division of the Commercial Tract into two lots of equal  
26 size; and (iii) the initial condominiumization of the Commercial Tract of each building  
27 located on the Commercial Tract at Owner’s election.  
28

29 “**Legal Challenge**” means that either: (i) a third party commences a legal proceeding  
30 request for reconsideration pursuant to Section 31-12-116, C.R.S., or other action that  
31 directly or indirectly challenges the Annexation Ordinance; or (ii) a third party submits a  
32 petition for a referendum seeking to reverse or nullify the Annexation Ordinance.  
33

34 “**Master Plan**” means a plan for the development of the Commercial Tract and the Mini-  
35 Storage Tract approved by the Town as described in Section 4.5.  
36

37 “**Mini-Storage Tract**” means the portion of the Property to be developed by Owner as  
38 provided in Section 4.8.  
39

40 “**Owner**” means Entrada at Breckenridge, Inc., a Colorado Corporation, its successors  
41 and assigns, and all other subsequent owners of the Property.  
42

43 “**Property**” means Tracts A & B, A Subdivision Exemption Plat of Entrada at  
44 Breckenridge, as recorded May 29, 2007 under Reception No. 856500 of the records of

1 the Clerk and Recorder of Summit County, Colorado, such two tracts consisting of 3.98  
2 acres.

3  
4 “**Town Tract**” means the middle lot following the Initial Subdivision of the Property  
5 (consisting of at least 1.326 acres, unless otherwise agreed to by the Town) that is to be  
6 conveyed by Owner to Town pursuant to Section 4.11.  
7

8 “**Transferable Development Right**” has the meaning provided in that  
9 “Intergovernmental Agreement Between the Town of Breckenridge and the Board of  
10 County Commissioners of Summit County, Colorado Concerning Transferred  
11 Development Rights”, dated July 11, 2000, and any amendment or replacement  
12 agreement (hereinafter referred to as “TDR”).  
13

14 2. **ANNEXATION.** The Property will be annexed to the Town. Annexation of the Property  
15 will be in accordance with the terms and conditions of the Annexation Petition; this  
16 Agreement; the Colorado Municipal Annexation Act of 1965, as amended (Section 31-  
17 12-101, *et seq.*, C.R.S.); and the Applicable Town Ordinances.

18 3. **EFFECTIVE DATE.**

19 3.1 **Effective Date Defined.** The Effective Date of this Agreement is the date on  
20 which the last of the following conditions precedent has been satisfied:

- 21 (a) this Agreement has been signed by both the Town and the Owner;
- 22 (b) the Town has approved the Master Plan; the Initial Subdivision of the  
23 Property; and the initial site specific development plan(s) for the  
24 development of the Commercial Tract and Mini-Storage Tract all as  
25 described in Section 4, and no action of any type challenging such  
26 approvals has been filed within the time allowed by law;
- 27 (c) Final Approval has occurred;
- 28 (d) The Town ordinance amending the Land Use District 5 Guidelines to  
29 make mini-storage and bank uses “acceptable” service commercial uses in  
30 Land Use District 5 has become effective. Such action is necessary in  
31 order to cause the development of the Commercial Tract and the Mini-  
32 Storage Tract pursuant to this Agreement to: (i) meet Policy 2/Absolute  
33 (Land Use Guidelines) of the Development Code; and (ii) justify an  
34 assessment of zero negative points under Policy 2/Relative (Land Use  
35 Guidelines) of the Development Code; and
- 36 (e) The Town ordinance amending the Land Use District 5 Guidelines to  
37 eliminate required parking for the mini-storage facility on the Mini-  
38 Storage Tract (but not to eliminate required parking for any office located  
39 the Mini-Storage Tract) has become effective.

1           3.2   **Final Approval.** Final Approval will not occur if a Legal Challenge occurs  
2 before the 61<sup>st</sup> day following the effective date of the Annexation Ordinance. If a  
3 Legal Challenge occurs, Final Approval will only occur if the Owner elects to  
4 waive this requirement and such Legal Challenge is concluded or resolved  
5 affirming the Annexation Ordinance within a period of time acceptable to the  
6 Owner in its sole discretion. At any time while the Legal Challenge is pending  
7 Owner may void this Agreement and the annexation of the Property to the Town  
8 by providing written notice to the Town, and upon Town’s receipt of Owner’s  
9 notice the Town agrees to take all necessary steps to void, rescind or repeal the  
10 Annexation Ordinance.

11           3.3   **No Recording Prior to Satisfaction of Conditions.** Until all of the conditions  
12 precedent set forth in Section 3.1 have been satisfied, none of the items described  
13 in Section 31-12-113(2)(a)(II)A, C.R.S., will be recorded.

14   4.   **INITIAL ZONING; DEVELOPMENT OF THE PROPERTY.**

15           4.1   **Initial Land Use District Designation.** Upon annexation the Property will be  
16 placed in Land Use District 5.

17           4.2   **Density.**

18           (a)   Density for the buildings proposed on the Commercial Tract and Mini-  
19 Storage Tract pursuant to Exhibit A will be calculated using the total  
20 square footage of the Property as a whole, which is 173,272 square feet,  
21 and not based on the buildings as they relate to the individual tracts and  
22 the subdivided lots on which each respective building is situated.

23           (b)   Density on the Commercial Tract and the Mini-Storage Tract will not  
24 exceed a combined total of 41,280.4 square feet No increase in density  
25 above 41,280.4 square feet is allowed without the Town’s express consent.

26           (c)   A maximum of 15,030.4 square feet of office/commercial density ,may be  
27 developed on the Commercial Tract; and a maximum of 26,250 square  
28 feet of mini-storage density may be developed on the Mini-Storage Tract.

29           (d)   Owner’s use of density is subject to the Town’s right to review and  
30 approve such use as part of the Town’s land use review process for the  
31 Commercial Tract and Mini-Storage Tract.

32           (e)   Pursuant to Section D of Policy 3 (Absolute) of the Development Code,  
33 because the Property is located outside of the Town’s Conservation  
34 District a maximum of ten percent (10%) of the total combined density for  
35 the Commercial Tract and the Mini-Storage Tract shall be excluded from  
36 the calculated density if such excluded density is used to construct  
37 “employee housing” as defined in the Development Code.

1 (f) The affordable housing development which the Town intends (but is not  
2 required) to construct on the Town Tract does not require any density.

3 4.3 **General Plan of Development.** The Property will be developed generally in  
4 accordance with the General Plan of Development attached hereto as Exhibit A,  
5 unless otherwise agreed to by both parties. However, both parties acknowledge  
6 that additional planning, evaluation, and design will be necessary before a final  
7 plan for improvements, roads, utilities, and other public improvements can be  
8 prepared and a subdivision plat filed. Such additional planning, evaluation, and  
9 design will be done as part of the Town's land use review process described in  
10 this Section 4.

11 4.4 **Land Use Review Process Pending Annexation.** In accordance with the  
12 authority provided by Section 31-12-116, C.R.S., the Owner's proposed  
13 subdivision of the Property and development of the Commercial Tract and the  
14 Mini-Storage Tract will be processed by the Town during the annexation process.  
15 However, as provided by law, Owner and Town acknowledge that final approval  
16 of the Initial Subdivision of the Property and the development of the Commercial  
17 Tract and Mini-Storage Tract cannot become effective prior to the date when the  
18 Annexation Ordinance is passed on final reading.

19 4.5 **Master Plan; Site Specific Development Plans.** The initial development of the  
20 Property will be subject to a Master Plan to be approved pursuant to Policy 39 of  
21 the Development Code, as well as the site specific development permits for the  
22 Initial Subdivision of the Property and the initial development of the Commercial  
23 Tract and the Mini-Storage Tract. The Master Plan will include all provisions  
24 required by law to be included in a master plan, and in addition will provide that  
25 the density for the Mini-Storage Tract may not be converted to use for any  
26 purpose other than mini-storage without the Town's discretionary (non-  
27 governmental) approval. Such restriction will survive the termination or  
28 expiration of the Master Plan and will be fully enforceable thereafter.

29 4.6 **Initial Subdivision of the Property.**

30 (a) Prior to any development the Property will initially be subdivided into  
31 three tracts of approximately equal size as generally depicted on the  
32 General Plan of Development. The Commercial Tract will simultaneously  
33 be re-subdivided into two lots of equal size, each containing one site for  
34 each of the two buildings that are to be constructed on the Commercial  
35 Tract as generally depicted on the General Plan of Development.

36 (b) The Town is responsible for processing the application for Initial  
37 Subdivision of the Property. The Town will pay all expenses incurred in  
38 connection with such process; provided, however, that Owner will pay the  
39 cost of the required survey and the subdivision plat for the Initial



1 Subdivision of the Property. Owner will provide any reasonable assistance  
2 required in processing the Initial Subdivision of the Property.

3 **4.7 Development of Commercial Tract.**

- 4 (a) The Commercial Tract is the western lot abutting Highway 9 as shown on  
5 the General Plan of Development. It will consist of two buildings zoned  
6 for commercial/office use. The Commercial Tract will be resubdivided  
7 into two lots of equal size. One building will be located on each  
8 resubdivided lot. Subject to the purchase of additional density as described  
9 in Section 4.10, Owner may develop a maximum of 7,766.4 gross square  
10 feet of density on lot 1 of the Commercial Tract and a maximum of 7,264  
11 gross square feet of density on lot 2 of the Commercial Tract. The  
12 development of the Commercial Tract is subject to the Town's right to  
13 review and approve the proposed development as part of the Town's land  
14 use review process.
  
- 15 (b) As part of the initial subdivision of the Commercial Lot Owner will create  
16 a mutual access easement with the Summit Ridge Center that is acceptable  
17 to Town.
  
- 18 (c) As part of the Town's land use review of the proposed development of the  
19 Commercial Lot, Owner will provide, at its sole expense, a study  
20 conducted by a qualified consultant acceptable to the Town of the traffic  
21 impacts associated with its proposed development of the Commercial Lot  
22 and the Mini-Storage Lot. Owner will comply with the recommendations  
23 of the traffic study if required by the Town.

24 **4.8 Development of Mini-Storage Tract.**

- 25 (a) The Mini-Storage Tract is the eastern lot as shown on the General Plan of  
26 Development. It will contain three mini-storage buildings and a small  
27 office. Subject to the purchase of additional density as described in  
28 Section 4.10, Owner may develop a maximum of 26,250 gross square feet  
29 of density on the Mini-Storage Tract. The development of the Mini-  
30 Storage Tract is subject to the Town's right to review and approve the  
31 proposed development as part of the Town's land use review process.
  
- 32 (b) The Master Plan may include a proposal for the construction of a chain-  
33 link fence along 3 sides of the Mini-Storage Tract, the height of which  
34 shall not exceed 6 feet, and barbed wire may be placed on top of the fence  
35 not to exceed 18 inches above the top of the fence line. The proposed  
36 chain-link fence and barbed wire shall be painted or made to appear black  
37 in color.

1           4.9     **Shared Curb Cut.** There will be a shared curb cut access for the Mini-Storage  
2           Tract and the Town Tract along the southerly side of the Property in a location to  
3           be determined as part of the Town’s formal land use review process. In  
4           connection with the shared curb cut, each party will provide appropriate  
5           easements to the other party to allow use of the shared curb cut.

6           4.10    **Transferable Development Rights.** Town will provide to Owner at Town  
7           expense 6.626 TDRs for Owner’s use in developing the Commercial and Mini-  
8           Storage Tract. The transferable development rights will be provided by the Town  
9           when required for the proposed development.. Owner shall be responsible for the  
10          purchase of any TDRs required to construct more than 41,280.4 square feet on the  
11          Commercial and Mini-storage Tracts, subject to Section 4.2(b)..

12          4.11    **Conveyance and Development of Town Tract.**

13           (a)     The Owner will convey the Town Tract to the Town contemporaneously  
14           with the recording of the initial subdivision plat of the Property as  
15           described in Section 4.6 with the Summit County Clerk and Recorder’s  
16           Office. The Owner will transfer the Town Tract to the Town without  
17           payment of monetary consideration to the Owner by the Town. Such  
18           conveyance will be made by general warranty deed in a form acceptable to  
19           the Town Attorney, and, unless otherwise agreed by the Town, will be  
20           made free and clear of all liens and encumbrances, except for the lien of  
21           the general property taxes for 2008 and subsequent years.

22           (b)     The Town may (but is not required to) use the Town Tract for the  
23           development of affordable housing or for such other use as the Town in its  
24           discretion may determine.

25           (c)     The Town will provide the Owner with a copy of the Town’s proposed  
26           plan for the initial development and use of the Town Tract; provided,  
27           however, that Owner will have no right to approve the Town’s plan for the  
28           initial development and use of the Town Tract, and the Town may proceed  
29           with its plan for the initial development and use of the Town Tract without  
30           obtaining the approval or consent of Owner.

31          4.12    **Development Review, Building, Impact, and Permitting Fees.**

32           (a)     The Town waives all building, development, impact and permitting fees of  
33           any type associated with:

34                   (i)     the Master Plan as described in Section 4.5;

35                   (ii)    Initial Subdivision of the Property as described in Section 4.6;

- 1 (iii) the initial development of both the Commercial Tract and the  
2 Mini-Storage Tract and the construction of any buildings thereon  
3 as described in Sections 4.7 and 4.8 and depicted in Exhibit A  
4 hereof; and
- 5 (iv) the initial condominium conversion of the Commercial Tract or  
6 each building located on the Commercial Tract individually,  
7 provided the condominium conversion is initiated within two  
8 years of the date of the issuance by the Town of the first certificate  
9 of occupancy for either of the buildings to be located on the  
10 Commercial Tract.
- 11 (b) The waiver described in subsection (a) does not apply to any other  
12 resubdivision of the Commercial Tract or the Mini-Storage Tract, or to  
13 any subsequent development of either the Commercial Tract or the Mini-  
14 Storage Tract occurring after certificates of occupancy have been issued  
15 by the Town for both of the buildings to be located on the Commercial  
16 Tract and the three (3) buildings to be located on the Mini-Storage Tract  
17 pursuant to Exhibit A.
- 18 (c) The Town will pay for all personnel and professional fees it incurs in  
19 reviewing the land use applications for:
- 20 (i) the initial Master Plan as described in Section 4.5;
- 21 (ii) the Initial Subdivision of the Property as described in Section 4.6;
- 22 (iii) the initial site specific development permits for the Commercial  
23 Tract and the Mini-Storage Tract as described in Sections 4.8 and  
24 4.8; and
- 25 (iv) the initial condominium conversion of the buildings to be located  
26 on the Commercial Tract.

27 This section is to be liberally construed so as to ensure that Owner pays no  
28 Town fees of any kind for the initial entitlement and permitting process  
29 involved in the initial development of the Commercial Tract and the Mini-  
30 Storage Tract as described in this Agreement other than:

- 31 (i) all fees associated with Owner's TDRs as described in Section  
32 4.10;
- 33 (ii) the cost of Owner's own consultants; and
- 34 (iii) the cost of preparing the survey and subdivision plat required for  
35 the Initial Subdivision of the Property, and the cost of the  
36 preparation of any survey and subdivision plat required in

1 connection with the initial condominium conversion of the  
2 Commercial Tract, or the buildings to be located on the  
3 Commercial Tract, as determined by Owner.

4 4.13 **Compliance with Town Ordinances.** Upon annexation of the Property to the  
5 Town, subdivision and development of the Commercial Tract and the Mini-  
6 Storage Tract will conform in all respects with the Applicable Town Ordinances.

7 4.14 **No Obligation to Develop.** Owner has no obligation to develop all or any portion  
8 of the Commercial Tract and Mini-Storage Tract, and will have no liability to the  
9 Town or any other party for its failure to develop all or any part of such  
10 properties. Owner and the Town contemplate that the Commercial and Mini-  
11 Storage Properties will be developed as market conditions dictate and allow.

12 5. **OWNER'S RIGHT TO PREVENT ANNEXATION.**

13 5.1 If Owner is not satisfied with the results of the Town's land use approval for  
14 either the Commercial Tract or the Mini-Storage Tract (or both), Owner may  
15 withdraw the entire Annexation Petition up to the time of the final adoption of the  
16 Annexation Ordinance. To cause withdrawal of the Annexation Petition Owner  
17 must provide written notice of withdrawal to Town in the manner provided in  
18 Section 18.8.

19 5.2 Upon Town's receipt of Owner's timely notice of withdrawal of the Annexation  
20 Petition, Town will terminate all proceedings to annex the Property to the Town.

21 5.3 If Town does not receive written notice of withdrawal of the Annexation Petition  
22 prior to the time of the final adoption of the Annexation Ordinance, Owner will  
23 have irrevocably waived the right to withdraw the Annexation Petition.

24 6. **UTILITY SERVICE AND PUBLIC IMPROVEMENTS.**

25 6.1 **Extensions of Utility Services and Public Improvements.**

26 (a) Except as provided in Section 10 concerning the fees for connecting to the  
27 Town's public water system, Owner will pay all costs of acquiring,  
28 designing, constructing and connecting all public improvements and utility  
29 services necessary to serve the Commercial Tract and the Mini-Storage  
30 Tract, which may include some of the following: parking, curbs, gutters,  
31 sanitary and drainage sewers (including, but not limited to, sewer tap  
32 fees), water, lighting, electricity, telephone, gas, and fiber optics, all in  
33 accordance with applicable Town or utility provider standards and  
34 specifications.

35 (b) Owner will dedicate to the Town and applicable utility providers, without  
36 charge, and free and clear of all liens and encumbrances, those easements

1 and rights-of-way necessary for installation and maintenance of all utility  
2 lines and other public improvements required for the development of the  
3 Commercial Tract and the Mini-Storage Tract. Upon request Owner will  
4 also convey the Owner's utility improvements to the appropriate utility  
5 provider upon completion and acceptance of the improvements.

6 (c) Owner and the Town will work together on installing utility infrastructure  
7 to the greatest extent possible to efficiently install the utilities in the most  
8 cost effective manner.

9 6.2 **Reimbursement For Improvements.** Pursuant to Section 9-2-3-7 of the  
10 Breckenridge Town Code, Owner may be eligible for reimbursement from future  
11 connector(s) to the public improvements and utility services described in Section  
12 6.1 which are extended by Owner to the Commercial Tract and the Mini-Storage  
13 Tract. Any claim for reimbursement will be subject to the provisions and  
14 requirements of Section 9-2-3-7 of the Breckenridge Town Code. Nothing in this  
15 Section limits the legislative authority of the Town to amend or repeal Section 9-  
16 2-3-7 after the Effective Date.

17 7. **PUBLIC DEDICATIONS.**

18 7.1 Owner will make those utility dedications described in Section 6.1.

19 7.2 Owner will dedicate to the Town an 8 foot easement along the southern-most  
20 boundary of the Property adjacent to and paralleling CR 450 along the entire  
21 length of the Property for purposes of constructing a pathway as depicted on the  
22 General Plan of Development.

23 7.3 The Town agrees that no further exactions or dedications, except as expressly  
24 stated in this Agreement, shall be required as part of the development of the  
25 Commercial and Mini-storage Tracts. The Town further agrees to waive any  
26 open space requirements or any fees in lieu thereof in association with the  
27 subdivision and/or development of the Commercial and Mini-Storage Tracts.

28 7.4 The Town is responsible for the design, construction, and maintenance of all  
29 improvements of any kind, including the costs associated therewith, to or situated  
30 on dedicated land, including, but not limited to, the pathway, affordable housing  
31 or other improvements, parking lots, curbs, gutters, sanitary and drainage sewers,  
32 lighting, and utility extensions necessary to serve the Town Tract.

33 7.5 Owner agrees to convey to the Town by appropriate conveyance document  
34 acceptable in form and substance to the Town Attorney any and all rights it has in  
35 the Dowdy Well.

36 8. **ANNEXATION SURCHARGE.** No annexation surcharge is required to be paid to the  
37 Town in connection with the annexation of the Property.

- 1 9. **NO COST BENEFIT ANALYSIS.** The Town agrees that Entrada shall not have to  
2 complete a cost benefit analysis as part of its application for annexation to the Town.
- 3 10. **WATER CHARGES.** The Town waives all water tap fees (called water “Plant  
4 Investment Fees” under the Town ordinances) for the Commercial Tract and Mini-  
5 storage Tract. As required by Section 12-4-9(A) of the Breckenridge Town Code the  
6 Town finds that Owner’s development of the Property (including the conveyance of the  
7 Town Tract to the Town) will provide a substantial public benefit justifying the waiver of  
8 the Plant Investment Fees. Owner, its successors and assigns, will pay for water service  
9 delivered by the Town to the Commercial Tract and the Mini-Storage Tracts as the then-  
10 current in-Town water rates. Water users on the Commercial Tract and Mini-Storage  
11 Tract are subject to all rules, regulations and ordinances pertaining to the Town's water  
12 utility system, including all future amendments.
- 13 11. **VESTED PROPERTY RIGHTS.** Upon Final Approval, Owner waives all vested  
14 property rights existing on the Property prior to its annexation to the Town. Further,  
15 nothing contained in this Agreement constitutes a vested property right for the Property.  
16 Owner will be entitled to vested property rights as provided in Section 9-1-17-11 of the  
17 Breckenridge Town Code, or such other vested rights as may be provided by law.
- 18 12. **REPRESENTATIONS AND WARRANTIES.**
- 19 12.1 **Representations and Warranties by the Town.** The Town represents and  
20 warrants to Owner as follows:
- 21 (a) The Town is a Colorado home-rule municipality and has the power to  
22 enter into, and has taken all actions to date required to authorize, this  
23 Agreement and to carry out its obligations under this Agreement;
- 24 (b) The Town knows of no litigation, proceeding, initiative, referendum,  
25 investigation or threat of any of the same contesting the powers of the  
26 Town or its officials with respect to this Agreement that has not been  
27 disclosed in writing to the Owner;
- 28 (c) The execution and delivery of this Agreement and the documents  
29 required hereunder and the consummation of the transactions  
30 contemplated by this Agreement will not conflict with or contravene  
31 any law, order, rule or regulation applicable to the Town or to the  
32 Applicable Town Ordinances or any other Town ordinances;
- 33 (d) This Agreement constitutes a valid and binding obligation of the Town,  
34 enforceable according to its terms. In accordance with Section 13, the  
35 Town will defend the validity of this Agreement in the event of any  
36 litigation arising under this Agreement naming the Town as a party or  
37 challenging the authority of the Town to enter into or perform its  
38 obligations under this Agreement. Should the foregoing representation and

1 warranty of the Town prove to be inaccurate, in whole or in part, such  
2 inaccuracy will constitute a material default or breach by the Town  
3 under this Agreement. The Town recognizes that the Owner intends to  
4 commence construction and expend substantial monies in reliance  
5 upon the accuracy of the representation and warranty of the Town as set  
6 forth in this Subsection 12.1(d), but Owner acknowledges that it proceeds at  
7 its own risk until such time as the Annexation Ordinance is approved.

8 **12.2 Representations and Warranties by the Owner.** The Owner represents and  
9 warrants to the Town as follows:

10 (a) The Owner is duly organized, validly existing corporation and in good  
11 standing under the laws of the State of Colorado; is qualified to do  
12 business in the State of Colorado; and has the legal capacity and the  
13 authority to enter into and perform its obligations under this Agreement;

14 (b) The Owner knows of no litigation, proceeding or investigation, or threat of  
15 any of the same, contesting the powers of the Town, the Owner or any of  
16 its principals or officials with respect to this Agreement that has not been  
17 disclosed in writing to the Town; and

18 (c) This Agreement constitutes a valid and binding obligation of the  
19 Owner, enforceable according to its terms, except to the extent  
20 limited by bankruptcy, insolvency and other laws of general  
21 application affecting creditors' rights.

22 **13. COOPERATION IN DEFENDING LEGAL CHALLENGES.**

23 13.1 If any legal or equitable action or other proceeding is commenced by a third party  
24 challenging the validity of the annexation of the Property, the initial zoning of  
25 the Property, the Master Plan, the Initial Subdivision of the Property, or the  
26 initial site specific development plans for the Commercial and Mini-Storage  
27 Tracts, all as described in Section 4, the Owner and the Town will cooperate in  
28 defending such action or proceeding. The Town will take the lead role in  
29 defending any such action, including, but not limited to, preparing all pleadings  
30 and other required documents, accomplishing any necessary service of  
31 process, generating necessary correspondence among the parties and paying one  
32 hundred percent (100%) of both court filing fees and the costs of any expert  
33 witnesses, depositions, interrogatories, transcripts or other similar costs. Each  
34 party will pay its own attorney fees.

35 13.2 Although it is the intent of this Section that the Town will cooperate with the  
36 Owner in defending any legal proceeding so long as the Owner determines to  
37 continue such defense, if there is a controlling decision of the Supreme Court of  
38 the United States, Tenth Circuit Court of Appeals, Supreme Court of the State of  
39 Colorado, or Colorado Court of Appeals governing one or more of the issues raised

1 in the legal proceeding which is adverse to the Town's position, the Town will  
2 not be obligated to contest or continue the defense of such issue.

3 14. **REMEDIES.**

4 14.1 **Breach by Owner.** If the Town gives notice to the Owner that Owner is in  
5 default under this Agreement and Owner does not cure that default within 30 days  
6 following written notice from the Town, the Town has the following remedies  
7 which will be cumulative:

- 8 (a) injunctive relief;
- 9 (b) specific performance; and
- 10 (c) any other remedy available at law or in equity, except damages.

11 The Town will extend the cure period if the nature of the default is such that it  
12 cannot reasonably be remedied within 30 days, provided Owner commences the  
13 corrective action within 30 days and diligently pursues such correction thereafter.  
14 The Town may, in addition to other remedies, withhold approval of any or all  
15 building or other permits applied for by the Owner on the Commercial Tract or  
16 Mini-Storage Tract, or withhold issuance of certificates of occupancy, until the  
17 default or defaults has or have been cured.

18 14.2 **Breach by Town.** If Owner alleges the Town is in default under this Agreement  
19 and the Town does not cure this default within 30 days following written notice  
20 from Owner, Owner has the following remedies which will be cumulative:

- 21 (a) injunctive relief;
- 22 (b) specific performance; and
- 23 (c) any other remedy available at law or in equity, except damages.

24 Any remedy available to Owner is limited by the Act. Owner will extend the cure  
25 period if the nature of the default is such that it cannot reasonably be remedied  
26 within 30 days, provided the Town commences corrective action within 30 days  
27 and diligently pursues such correction thereafter.

28 14.3 **No Remedy For Delay.** The Town is not responsible for and the Owner has no  
29 remedy against the Town if development of the Commercial Tract and the Mini-  
30 Storage Tract is prevented or delayed for reasons beyond the control of the Town.

31 14.4 **Mediation.** If a dispute between the Town and the Owner related to the  
32 interpretation or enforcement of this Agreement occurs, the parties will endeavor  
33 to settle the dispute by mediation with a neutral third party before commencing  
34 litigation; provided, however, that either party may seek a preliminary injunction



1 or other provisional judicial relief if, in its judgment, such action is necessary to  
2 avoid irreparable damage or to preserve the status quo. Despite such action, the  
3 parties will continue to participate in good faith in mediation. If the parties  
4 encounter difficulty in agreeing on a neutral third party, they may each appoint a  
5 neutral third party, such third parties to appoint a neutral third party to mediate.  
6 Each party will pay its own attorneys' fees incurred in connection with a  
7 mediation.

8 15. **DISCONNECTION:**

9 15.1 **Disconnection Governed By Statute.** Following the Effective Date Owner's  
10 right to seek disconnection of the Commercial Tract and the Mini-Storage Tract  
11 is limited to those circumstances described in Section 31-12-119, C.R.S.

12 15.2 **Dedications and Conveyances Made Before Disconnection.** In the event of  
13 disconnection of the Property from the Town for any reason, the Town's  
14 infrastructure and service obligations required by this Agreement will be void  
15 and of no further force and effect, but all dedications and conveyances made  
16 under this Agreement will continue in full force and effect unless vacated in the  
17 manner provided by law.

18 16. **GOVERNMENTAL IMMUNITY.** In entering into this Agreement the Town is relying  
19 on, and does not waive or intend to waive by any provision of this Agreement, the  
20 monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any  
21 other rights, immunities, and protections provided by the Act, or any other limitation,  
22 right, immunity, defense or protection otherwise available to Town, its officers, or its  
23 employees.

24 17. **ANNUAL APPROPRIATION.** Financial obligations of the Town under this Agreement  
25 payable after the current fiscal year are contingent upon funds for that purpose being  
26 appropriated, budgeted and otherwise made available by the Town Council of the Town  
27 of Breckenridge, Colorado. The Town's obligations under this Agreement do not  
28 constitute a general obligation indebtedness or multiple year direct or indirect debt or  
29 other financial obligation whatsoever within the meaning of the Constitution or laws of  
30 the State of Colorado.

31 18. **MISCELLANEOUS.**

32 18.1 **Recording.** This Agreement will be recorded in the Summit County Clerk and  
33 Recorder's Office in order to put prospective purchasers of the Property or other  
34 interested parties on notice as to the terms and conditions contained herein.

35 18.2 **Entire Agreement.** This Agreement sets forth the entire understanding between  
36 the parties concerning the annexation of the Property to the Town, and no other  
37 agreement, oral or written, made prior to the date of this Agreement which  
38 conflicts with the terms of this Agreement is valid as between the parties.

- 1 18.3 **Modification.** This Agreement may not be modified except in writing executed  
2 by all parties hereto. Oral amendments to this Agreement are not permitted.
- 3 18.4 **Agreement Runs With The Land.** This Agreement runs with the land and is  
4 binding upon the Town and the Owner, its successors and assigns, and all persons  
5 who may hereafter acquire any interest in the Property, or any part thereof.
- 6 18.5 **Assignment.** The Owner will have the right, without the consent of the Town, to  
7 assign or transfer all or any portion of its interests, rights or obligations under this  
8 Agreement to any affiliate of the Owner or to any third party acquiring an  
9 interest or estate in the Property, including, but not limited to, purchasers or long-  
10 term ground lessees of individual lots, parcels or of any improvements now or  
11 hereafter located within the Property. The express assumption of any of the  
12 Owner's obligations under this Agreement by its assignee or transferee will  
13 relieve the Owner of any further obligations under this Agreement with  
14 respect to the matter so assumed if such release is approved in writing by the  
15 Town, which approval will not be unreasonably withheld or delayed. The  
16 Owner will give the Town written notice of any such assignment or  
17 assumption.
- 18 18.6 **Severability.** If any provision of this Agreement is found to be invalid, illegal, or  
19 unenforceable in any respect in a final, non-appealable decision of a court of  
20 competent jurisdiction, the validity, legality and enforceability of the remaining  
21 provisions of this Agreement will not in any way be affected or impaired by such  
22 determination.
- 23 18.7 **Attorney's Fees.** If any action is brought in a court of law by either party to this  
24 Agreement concerning the enforcement, interpretation or construction of this  
25 Agreement, the prevailing party, either at trial or upon appeal, is entitled to  
26 reasonable attorney's fees, as well as costs, including expert witness' fees,  
27 incurred in the prosecution or defense of such action.
- 28 18.8 **Notices.** All notices required or permitted under this Agreement must be given  
29 by registered or certified mail, return receipt requested, postage prepaid, or by  
30 hand or commercial carrier delivery, or by telecopies, directed as follows:
- 31 If intended for Town to:
- 32 Town of Breckenridge  
33 P.O. Box 168  
34 150 Ski Hill Road  
35 Breckenridge, Colorado 80424  
36 Attn: Town Manager  
37 Telecopier number: (970) 547-3104  
38 Telephone number: (970) 453-2251  
39

1 with a copy in each case (which will not constitute notice) to:

2  
3 Timothy H. Berry, Esq.  
4 Timothy H. Berry, P.C.  
5 131 West 5th Street  
6 P. O. Box 2  
7 Leadville, Colorado 80461  
8 Telecopier number: (719) 486-3039  
9 Telephone number: (719) 486-1889

10  
11 If intended for Owner to:

12  
13 Kurt Ave / Kirk Mickelsen  
14 PO Box 7399, PMB 193  
15 Breckenridge, CO 80424  
16 Telecopier number: (970) 262-7580  
17 Telephone number: (970) 453-6700

18  
19 with a copy in each case (which will not constitute notice) to:

20  
21 David P. Michel, Esq.  
22 Michel & McQuain, LLC  
23 P. O. Box 409  
24 Winter Park, CO 80482  
25 Telecopier number: (970) 726-8333  
26 Telephone number: (970) 726-3023

27  
28 Any notice delivered by mail in accordance with this Section will be deemed to  
29 have been duly given and received on the third business day after the same is  
30 deposited in any post office or postal box regularly maintained by the United  
31 States postal service. Any notice delivered by telecopier in accordance with this  
32 Section will be deemed to have been duly given and received upon receipt if  
33 concurrently with sending by telecopier receipt is confirmed orally by telephone  
34 and a copy of said notice is sent by certified mail, return receipt requested, on the  
35 same day to the intended recipient. Any notice delivered by hand or commercial  
36 carrier will be deemed to have been duly given and received upon actual receipt.  
37 Either party, by notice given as provided above, may change the address to which  
38 future notices may be sent. E-mail is not a valid method for giving notice under  
39 this Agreement.

40  
41 18.9 **Waiver.** The failure of either party to exercise any of its rights under this  
42 Agreement is not a waiver of those rights. A party waives only those rights  
43 specified in writing and signed by either party waiving such rights.

- 1 18.10 **Applicable Law.** This Agreement is to be interpreted in accordance with the  
2 laws of the State of Colorado.
- 3 18.11 **Section Headings.** Section headings are inserted for convenience only and in no  
4 way limit or define the interpretation to be placed upon this Agreement.
- 5 18.12 **Terminology.** Wherever applicable, the pronouns in this Agreement designating  
6 the masculine or neuter applies equally to the feminine, neuter and masculine  
7 genders. Furthermore, wherever applicable within this Agreement, the singular  
8 includes the plural, and the plural includes the singular. The term “will” indicate a  
9 mandatory obligation to be done or performed.
- 10 18.13 **Incorporation of Exhibits.** All exhibits referred to in this Agreement are  
11 incorporated into and made a part of this Agreement.
- 12 18.14 **No Adverse Construction.** Both parties acknowledge having had the  
13 opportunity to participate in the drafting of this Agreement. This Agreement is  
14 not to be construed against either party based upon authorship.
- 15 18.15 **Town Authority.** This Agreement was approved by Resolution No. \_\_\_\_\_, Series  
16 2009, adopted by the Town Council of the Town of Breckenridge, Colorado on  
17 \_\_\_\_\_, 2009.

18 TOWN OF BRECKENRIDGE, a Colorado  
19 Town corporation

20  
21  
22  
23 By: \_\_\_\_\_  
24 Timothy J. Gagen, Town Manager

25  
26 ATTEST:

27  
28 \_\_\_\_\_  
29 Mary Jean Loufek CMC,  
30 Town Clerk

31  
32  
33 ENTRADA AT BRECKENRIDGE, INC.,  
34 a Colorado Corporation

35  
36  
37  
38 By: \_\_\_\_\_  
39 Kirk Mickelsen, Vice President

40  
ENTRADA ANNEXATION AND DEVELOPMENT AGREEMENT

1 STATE OF COLORADO )  
2 ) ss.  
3 COUNTY OF SUMMIT )  
4

5 The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
6 \_\_\_\_\_, 2009, by Timothy J. Gagen, Town Manager, and Mary Jean  
7 Loufek CMC, Town Clerk, of the Town of Breckenridge, a Colorado Town corporation.  
8

9 WITNESS my hand and official seal.

10  
11 My commission expires: \_\_\_\_\_.  
12  
13

14 \_\_\_\_\_  
15 Notary Public  
16

17 STATE OF COLORADO )  
18 ) ss.  
19 COUNTY OF SUMMIT )  
20

21 The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
22 \_\_\_\_\_, 2009, by Kirk Mickelsen, as Vice President of Entrada at  
23 Breckenridge, Inc., a Colorado Corporation.  
24

25 WITNESS my hand and official seal.

26  
27 My commission expires: \_\_\_\_\_.  
28  
29

30 \_\_\_\_\_  
31 Notary Public  
32  
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35  
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38  
39  
40

41 1300-42\Annexation Agreement\_5 (05-06-09)

EXHIBIT "A"

**General Plan of Development**

# EXHIBIT 'A' ENTRADA AT BRECKENRIDGE





**Breckenridge Recreation  
Department  
2008 Annual Report**  
(Written May 2009)

**Lynn Zwaagstra  
Director of Recreation**





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# 2008 Recreation Department Overview

## 2008 Vision

Breckenridge Recreation Department, leading Colorado's most active and healthy community!

## 2008 Mission

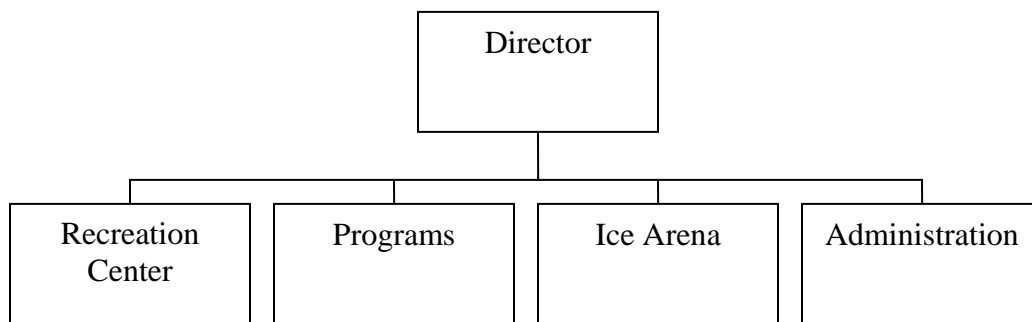
The Breckenridge Recreation team offers quality programs, facilities, and services that encourage community participation and promote fun, physical activity, and growth.

## Our Values

Influence \* Relationships \* Knowledge \* Adaptability \* Communication

## Organizational Structure

The Recreation Department consists of 4 divisions: Recreation Center, Programs, Ice Arena and Administration. This structure is illustrated below. While there are only 4 divisions, the Department's financials are organized through 5 accounts. A financial analysis for the Department will be reported, as well as individually, by account.



There are 27.5 full-time staff and 200 part-time staff who work together to carry out the Department mission. Programs and services are offered at 4 designated facilities: the Recreation Center, including Kingdom Park; Carter Park; Stephen C. West Ice Arena; and Gold Run Nordic Center. Programs also operate at various outdoor locations, including the Breckenridge Nordic Center.

## 2008 Division Structure

**Recreation Center:** Facilities include Kingdom Park, the Recreation Center, and Carter Park. The Division is lead by the Recreation Center Manager and consists of guest services, tennis, fitness, personal training, facilities and aquatics.

**Programs:** Consists of several program areas, including sports and special events, youth programs, outdoor recreation and education, and Gold Run Nordic Center. This division is lead by the Programs Manager.

**Ice Arena:** The Ice Arena Manager leads this division, consisting of guest services, programs and facility operations. The facility includes both indoor and outdoor ice sheets.

**Administration:** This division is lead by the Director of Recreation. There are no distinct "areas" within the division; however, it consists of the Marketing Coordinator, Administrative Coordinator and Administrative Technician. This division provides the leadership, technology systems, and administrative support services necessary for the three operating divisions to function. The Assistant Director position was in place until November 2008, but has since been reclassified to an Administrative Manager.

## 2008 Year End Executive Summary

### Highlights

- Through the programs and services offered in 2008, the Department achieved the following participation numbers:
  - 39,310 program participants
  - 8542 total Nordic visits
  - 147,633 Recreation Center visits
  - 26,215 Ice Arena visits/participants
- For events where out-of-county participation could be tracked specifically to the event, the BRC economic indicator formula was applied to the non-local participants. The Department hosted events that directly contributed **\$3,321,477** to the local economy.
- For the second year running, the Recreation Department exceeded revenue targets and came in below expense targets.
- A new vision and mission were created that more strongly represent the values of the community and the Recreation Department.
- ActiveNet software replaced Rec Trac. While the software is considerably easier to use and allows online registration and marketing, we have been unable to implement the software to 100% effectiveness.
- Fitness and personal training was shifted back to the Recreation Center from the Programs Division, which created synergies and structural alignment that allowed for more effective use of Town resources.
- Outdoor Recreation and Outdoor Education (Nature Series) programs were consolidated into one program area, which again created synergies and structural alignment that allowed for higher quality programs and more effective use of Town resources.
- Nordic saw the addition of a new 5k loop; the Hoodoo Voodoo Trail. This was met with rave reviews.
- The Department continued to focus on infrastructure by updating manuals, creating new employee orientation and training processes, and streamlining administrative systems.
- Guest feedback continued to be a priority. The Department collected **1648** formal guest evaluations, plus approximately **416** comment cards.
- Special marketing events: Ice Arena feature in “Buzz in the Burbs”, MSNBC.com feature on Gold Run Nordic Center, Denver Post article on “A Beauty in Breckenridge” about the Recreation Center, 9News feature on the Espresso bikes, Forbes Life Mountain Time article on the kayak park, Fox 31 LIVE morning show feature on the Summit Trail Running Series, Summit Daily News voted the Recreation Center “Best Health Club” and Carter Park the “Best Park”, Women’s Running Magazine snowshoe feature, USA Today Open Air Magazine feature with Scott Cline at Gold Run Nordic Center, Summit Daily News features on visits by the US Ski Team and the US Adaptive Ski Team.
- Green Initiatives: Began the process of eliminating plastic bottles at all facilities, initiated new marketing strategies designed to reduce print media to focus on electronic media, and continued with several energy savings initiatives.
- Recreation Center repair/renovation project included upgrading the old style family locker room to new cabana-style family changing rooms and a renovation of the kitchen space to bring it up to code.

## Financial Analysis

### Recreation Department Operating Budget Actuals – No Public Works Allocation

	2005	2006	2007	2008
Total Actual Expenditure	\$3,790,037	\$4,092,989	\$4,302,069	\$4,748,207
Total Actual Revenue	\$2,390,334	\$2,545,621	\$2,610,235	\$2,673,585
Overall Cost Recovery:	63%	62.2%	60.6%	56.3%

- The expense increase was approximately 9.4% over 2007 expenses. This is due to the aging facilities, increasing overhead such as utilities, and the addition of the facilities fund to better reflect long term maintenance and repair. Staffing hours, programs and services have remained relatively stable.
- The Recreation Department has implemented, and will continue to explore, creative methods to generate revenue while managing expenses. The economic climate may dictate the need for service level reductions.

### Recreation Department Operating Budget Actuals – With Public Works Expenses Included

Per council request, the Recreation Department obtains from the Public Works department, all costs in the Public Works budget that are expended in direct and indirect support of Recreation Department facilities, programs and services. For 2008, Public Works calculates **\$700,686** in support. This includes labor, equipment, supplies, utilities, vehicles expenses, and all related support. Adding this figure to Recreation Department expenses yields the following total expense figures.

	2006	2007	2008	
Total Estimated Expenditure	\$4,783,039	\$4,993,467*	\$5,448,893	*\$4,748,207
Total Actual Revenue	\$2,545,621	\$2,610,235	\$2,673,585	plus \$700,686
Overall Cost Recovery:	53.2%	52.3%	49.1%	

## Guest Feedback

The Recreation Department collects guest feedback via personal contact with guests, customer comment cards, program/service evaluations, and random guest service evaluations. 1648 formal evaluations were collected. Each evaluation asks the net promoter question, yielding a Net Promoter Score\*. Each division will report results; however, the combined Department score is as follows:

2008 Net Promoter Score = 80%  
 2007 Net Promoter Score = 79%  
 2006 Net Promoter Score = 71%

*\* A net promoter score (NPS) is the result of a customer satisfaction survey in which customers are asked only one "Ultimate" question: How likely are you to recommend Company or Product X to a friend or colleague? Responses to the "ultimate question" above are solicited on a 0 - 10 scale, with 0 meaning the least likely to recommend and 10 meaning the most likely to recommend. The 0 - 10 scale is required for proper NPS calculation. Responses are then coded as follows:*

*Customers rating 9-10 are called promoters.*

*Customers rating 7-8 are called neutral.*

*Customer rating 0-6 are called detractors.*

*The difference between the percentage of a company's promoters and detractors is the Net Promoter Score.*

Each division tailors evaluation questions to their specific needs. However, in addition to the Net Promoter Score, two additional questions are standard on all evaluations. These are as follows:

Please rate your overall satisfaction with this program/service/facility

Please rate your overall satisfaction with the customer service you received

All three of these standard questions will be reported by each division.

## Division Analysis

### Recreation Center

#### *Highlights*

- Recreation Center repair/renovation project included upgrading the old style family locker room to new cabana style family changing rooms and a renovation of the kitchen space.
- The Corporate Pass program was expanded. Participating businesses include Carriage House, Little Red, Grand Timber, Beaver Run and Timberline Learning Center.
- The Bearly Big childcare area was upgraded with a new sun protection system.
- Expresso bikes were added, which renewed participants' enthusiasm for biking. A typical monthly report on usage showed 4,142 miles ridden, averaging 36 rides per day, and 9.5 hours of use per day per bike.
- In response to guest feedback, a new fitness class, Zumba, was implemented. Other new classes are planned for 2009.
- The annual shut down for cleaning and repair occurred in October. Projects included re-finishing the gym, racquetball court, and upper studio wood floors, steam cleaning all the carpets and running track, and painting the walls. The weight machines and cardio machines were completely cleaned. New equipment, including three treadmills and two ellipticals, was installed. The cardio floor was re-arranged and new mats purchased. New signs were put up for both "way-finding" and rules and policies.
- Various public forums were conducted and staff continued to focus on soliciting guest feedback through random evaluations, comment cards, and program evaluations.
- Economic impact data was calculated based on the formulas provided by the BRC. For events hosted by the Recreation Center via Kingdom Park, Carter Park and the Recreation Center itself, **\$2,556,808** in revenue was brought into the Breckenridge community.



#### *Financial Analysis*

	2006	2007	2008	2008 w/Public Works Expenses*
Total Actual Expenditure	\$1,611,586	\$1,631,528	\$2,020,921	\$2,648,802*
Total Actual Revenue	\$1,345,612	\$1,392,934	\$1,499,377	\$1,499,377
Overall Cost Recovery:	83.5%	85.3%	74.2%	56.6%

\*Includes Recreation Center, Kingdom Park (park & ball fields), and Carter Park expenses.

#### Revenue by Quarter for 2008

	Quarter Total	Year to Date Total	2009 Year to Date
1 <sup>st</sup> Quarter	\$385,557	\$385,557	\$419,491
2 <sup>nd</sup> Quarter	\$344,242	\$729,799	n/a
3 <sup>rd</sup> Quarter	\$383,658	\$1,113,457	n/a
4 <sup>th</sup> Quarter	\$385,918	\$1,499,377	n/a

- Earned \$59,702 over budgeted revenue
  - In 2007, the entire pool complex was closed for 2 months, which impacted revenue. In 2008, we saw significant increases in general admission, resident passes, and program fees. This was tempered by a decrease in punch passes and worker appreciation passes.
- Came in \$150,026 under budgeted expense
  - Budget savings was due to a smaller than expected increase in utility costs. In addition, aggressive cost savings measures were implemented during the last quarter of the year.
  - Expenses now reflect the new facilities fund.

## Participation

	2007	2008		2007	2008
Total Passes Sold	42,264	44,649	Aquatics Programs		
Total Number of Visits	130,942	147,633	Learn to Swim	371*	442
General Admission in \$	\$194,724	\$216,447	Private/Semi Private Lessons	161*	233
Pass Sales in \$	\$741,499	\$824,841	CPR classes	47*	23
Tennis (tracked in \$)			SCUBA	12*	12
Tournaments	\$1,349	\$78	CPR Challenges	21*	8
Stringing	\$9,127	\$6,794	Lifeguard Classes	6*	0
Racquet Rental	\$1,293	\$1,107	Total Aquatics Programs	618*	718
Leagues	\$35,836	\$32,595			
Lessons	\$75,325	\$88,794			
Jr Programs	\$4,432	\$7,007			
Court Fees	\$35,422	\$32,852			

\*Note, the pool was closed for 2 months during 2007.

## Guest Feedback

The Recreation Center collects guest feedback via contact with guests, customer comment cards, program/service evaluations, and random guest service evaluations.

2008 Net Promoter Score = 80% from 623 evaluations

2007 Net Promoter Score = 79% from 326 evaluations

2006 Net Promoter Score = 80% from 148 evaluations

Each division tailors evaluation questions to their specific needs. However, in addition to the Net Promoter Score, two additional questions are standard on all evaluations, with a score of 5 being the highest. These are as follows:

The front desk randomly collects evaluations from facility participants.

Overall satisfaction with the Recreation Center	4.7
Overall satisfaction with the customer service received	4.8

Aquatics learn-to-swim programs.

Overall satisfaction with the learn-to-swim class	4.8
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Fitness class program evaluations.

Overall satisfaction with the fitness class	4.6
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## Market Analysis

Price comparisons continue to be difficult as there are few mountain towns that have recreation centers similar to Breckenridge. A market comparison was done with Aspen, Silverthorne, Glenwood Springs, and Fairplay, who all have relatively similar centers. Our prices fall within the average of mountain towns. Front Range facilities would be the next comparison. A cross section of these facilities was added. When adding in Front Range facilities, the Breckenridge Recreation Center begins to fall considerably above average as Front Range facilities tend to have considerably lower prices than mountain towns. At this time, Aspen continues to have the highest prices in the state of Colorado.

## Programs Division

### *Highlights*

- Fitness and personal training were shifted back to the Recreation Center from the Programs Division, which created synergies and structural alignment that allowed for more effective use of Town resources.
- Fitness and personal training numbers were backed out of 2007 in order to compare participation from 2007 to 2008. Program participation increased by 4%.
- Outdoor Recreation and Outdoor Education (Nature Series) programs were consolidated into one program area, which again created synergies and structural alignment that allowed for higher quality programs and more effective use of Town resources.
- Summer Day Camp saw record participation and revenue, completing the season at \$11,500 over budget. New features such as county-wide pickups, Family Fun Days and Subway lunches may have contributed to this success.
- Economic impact for programs was calculated using formulas from the BRC. The programs division brought **\$101,575** in revenue into the Breckenridge community.
- A grant from Vail Resorts 360 was received for the Winter Festival and Great Egg Scramble events.
- Numerous new summer outdoor recreation and education camps were offered, including Ferocious Fire, Rockin' Reptiles, Terrific Trekkers, Everything Outdoors, etc.
- Several new sports camps were offered, including various multi-sport camps and flag football.
- The programs division turned over 2 of its 3 coordinator positions. In addition, due to tight economic times, the Nature Series position was eliminated after the Nature Series Supervisor left.



### *Financial Analysis*

	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
Total Actual Expenditure	\$478,129	\$695,516	\$747,326	\$636,487
Total Actual Revenue	\$285,418	\$420,126	\$394,547	\$339,832
Overall Cost Recovery:	59.7%	60.4%	52.7%	53.4%

#### Revenue by Quarter for 2008

	Quarter Total	Year to Date Total	2009 Year to Date
1 <sup>st</sup> Quarter	\$69,201	\$69,201	\$71,131
2 <sup>nd</sup> Quarter	\$132,038	\$201,239	n/a
3 <sup>rd</sup> Quarter	\$83,167	\$284,406	n/a
4 <sup>th</sup> Quarter	\$55,424	\$339,832	n/a

- Budget decrease due to moving fitness and personal training back to the Recreation Center. This move more closely reflects our revenue structure, as fitness classes generate only Recreation Center admission revenue.
- Financial success this year was primarily due to the success of the summer day camp program. The demand for youth programs continues to increase.

**Participation**

	2006	2007	2008
Sports Leagues	4959	5261	6006
Special Events	3038	2551	2839
Youth Sports	4794	4075	3291
Youth Climbing	701	491	861
Adult Climbing	33	0	9
Climbing Wall Groups/Comps	3240	2888	2551
Climbing Wall Visits	4119	5614	4885
Climbing Other	504	334	227
Toddler Programs	489	345	168
RAF	3152	2775	3612
No School days	265	362	454
Kindermusik	253	52	218
TKD	6070	5630	5400
Gymnastics	597	1187	1038
Fitness/Wellness	842	1473	n/a
Lifetime Activities	177	1532	24
Adventure/Outdoor Rec	390	454	185
Summer Day Camp	2677	2977	4334
Bearly Big	2447	1985	1949
Personal Training	2269	2188	n/a
Fitness Classes	19571	22191	n/a
Nature Series	579	1040	1259
	<b>59285</b>	<b>65405</b>	<b>39,310</b>



Significant Participation Increases:

- Sports leagues
- Special events
- Youth climbing
- After school and summer day camp

The demand for youth programs continues to increase. The summer day camp program achieved capacity on many days throughout the summer. For special events, the running races saw increased participation. This includes the Summit Trail Running Series, Independence Day 10k race, and Oktoberfest 5k race. In addition, most of the sports leagues filled to capacity.

Significant Participation Decreases:

- Youth sports
- Climbing wall visits
- Toddler programs
- Adventure programs

Several program areas saw decreases. Staff focused on summer day camp programs, which shifted some focus away from other youth programs. In addition, there were some changes in state licensing requirements, impacting some of our toddler programs. Adventure programming continues to struggle with spotty participation. This programming area is being scaled back in 2009 and 2010.

**Special Events**

ABS Climbing Competition

- Event sanctioned through the American Bouldering Series with prizes furnished through local merchants
- 98 participants, mostly from out-of-county
- According to BRC economic indicator data, out-of-county participation generated **\$7583** to the local economy

St. Patty’s Dodgeball Tournament

- 12 teams participated, with approximately 8 players per team
- Sponsorship by Burke and Riley’s helped fill the event to capacity

Great Egg Scramble

- Grant funded by Vail Resorts 360 and Breckenridge Ski Resort
- Approximately 200 participants



### Summit Trail Running Series

- Series of 6 races attracting runners from around Colorado
- Total of 995 participants, an increase of 26% over 2007
- Proceeds donated to Breckenridge Open Space
- Economic impact data indicated that these races generated **\$7,100** for the local economy



### Skate Jam

- 10 skaters participated in both street and bowl areas

### Mighty Triathlon

- Youth triathlon for kids ages 5-7 with 25 participants

### Independence Day 10K

- Inaugural event held on July 4 prior to the Firecracker 50 Mountain Bike Race
- 294 runners with 40% from the Front Range, 30% from out of state, and 30% from the surrounding community
- Economic impact data indicates this event generated **\$22,458** in tourism dollars for the local economy

### Skate Contest

- Open to all ages and abilities, 30 skaters participated

### Quickstick Lacrosse Tournament

- Men's tournament held over a weekend
- 11 teams with 20 players per team participated, many from out of the area
- Using economic indicator data from the BRC, this event generated **\$29,524** in tourism dollars for the weekend

### Putterhead Volleyball Tournament

- 295 teams with 2 players per team translated into 590 participants for the weekend tournament
- Using economic indicator data from the BRC, this event generated **\$33,070** tourism dollars for the weekend

### Oktoberfest 5K Run/Walk

- 155 people participated in this event held in conjunction with the Town's Oktoberfest event

### Winter Festival

- Grant funded by Vail Resorts 360 and Breckenridge Ski Resort
- 150 kids participated in this event featuring arts and crafts, sledding, hot chocolate, and a visit from Santa

### ***Guest Feedback***

The Programs Division collects guest feedback via contact with guests, customer comment cards, program/service evaluations, and random guest service evaluations.

2008 Net Promoter Score = 81% from 618 evaluations

2007 Net Promoter Score = 84% from 547 evaluations

2006 Net Promoter Score = 80% from 365 evaluations

Each division tailors evaluation questions to their specific needs. However, in addition to the Net Promoter Score, two additional questions are standard on all evaluations, with a score of 5 being the highest. These are as follows:

Overall satisfaction with youth programs	4.79
Overall satisfaction with sports and events	4.57
Overall satisfaction with outdoor recreation and education	4.88

### ***Market Analysis***

Due to the large number of programs and variables for those programs, it is difficult to compare prices for this area. However, market research indicates that our prices are within the average range of programs at other mountain locations.

## Gold Run Nordic Center

### *Highlights*

- GRNC is a seasonal operation with the fiscal year covering two operating seasons; the second portion of the 2007/2008 season and the first portion of the 2008/2009 season. For this reason, a more accurate comparison of revenue and participation is gleaned from the season end report.
- The 2008/2009 season got off to a slow start due to low snow levels with an opening date of December 4 versus the planned November 22.
- Participation and revenue continue to increase each year, with 2008 revenue exceeding 2007 by 14%.
- Trail usage for 2008 exceeded 2007 numbers by 2300 visits.
- Economic impact data for GRNC sponsored events indicate that **\$116,154** in revenue was generated for the local economy.
- The Hoodoo Voodoo trail opened in December 2008 providing a new 5k intermediate to advanced terrain trail.
- 12 of 17 staff members were returning from previous years yielding a 71% retention rate. In addition, 12 of 17 staff members are PSIA certified.



### *Financial Analysis*

	2006	2007	2008	2008 w/Public Works Expenses
Total Actual Expenditure	\$233,372	\$265,625	\$286,352	\$305,828
Total Actual Revenue	\$120,924	\$151,364	\$172,591	\$172,591
Overall Cost Recovery:	51.8%	56.9%	60.2%	56.4%

#### Revenue by Quarter for 2008

	Quarter Total	Year to Date Total	2009 Year to Date
1 <sup>st</sup> Quarter	\$87,850	\$87,850	\$97,877
2 <sup>nd</sup> Quarter	\$23,151	\$111,001	n/a
3 <sup>rd</sup> Quarter	\$625	\$111,626	n/a
4 <sup>th</sup> Quarter	\$60,964	\$172,591	n/a

- Earned \$18,766 over budgeted revenue
  - Revenue targets were exceeded across the board with increased season pass sales, visits, event participation, and rentals.
  - Revenue is up 7.5% from the previous year. These are particularly good numbers considering the low snow levels in December, creating a slow start to the 2008/2009 season.
  - Pro shop sales are stable and closely related to the allotted expense.
- Came in \$2,303 under budgeted expense
  - Budget savings was due to tight budget management across all general ledger lines.
  - Expenses include all grooming fees, fuel, IT & Garage Funds, and a portion of the clubhouse expenses. 50% of the clubhouse facilities fund is being added for 2009.

## Participation

Year	Season Pass Visits	Total Day Use Visits	Event Participants	Rentals	Retail Sales	Program/Lesson Revenue
2003	1695	1206	815	676	\$11,872	\$4,534
2004	2045	1405	1298	766	\$14,751	\$9,348
2005	2464	2119	1105	1266	\$26,451	\$12,644
2006	2576	1714	1131	1075	\$26,024	\$11,951
2007	2730	1792	769	1273	\$35,475	\$20,517
2008	3251	2396	1506	1492	\$35,128	\$20,109

- Total increase in participation was 37% over 2007 numbers.
- Significant increases in season pass sales/visits and day pass sales/visits. This indicates market strength for both locals and visitors.
- Significant increase in special event participation. This can be partly attributed to the December CHSAA race, which was cancelled in 2007.

## Special Events

“Keep Winter White Tour”, January 2008

- Gold Run to Frisco Nordic tour that is part of the RM Nordic Tour series.
- 250 participants, 50 volunteers. Applying the BRC economic indicator formula to those participants who traveled here specifically for the event shows **\$17,150** tourism dollars earned for this one-day event.

Ullr Fest Bonfire/Nordic Event, January 2008

- 150 participants.

Twilight Nordic Ski Social, January 2008

- 15 participants.

Swift Skedaddle Snowshoe Adventure, February 2008

- 4k/10k Snowshoe Citizens Race, USSSA National Championship Qualifier.
- 47 participants. Applying the BRC economic indicator formula to those participants who traveled here specifically for the event shows **\$2,678** tourism dollars earned for this one-day event.

Gold Run Loppet, January 2008

- 15k/30k Citizens Freestyle Cross Country Ski Race.
- 136 participants. Applying the BRC economic indicator data shows **\$11,657** tourism dollars earned for this one-day event.

Gold Run Volksmarch, February 2008

- 26 participants.

5th Annual DogTerra Event, March 2008

- 103 participants.
- All proceeds donated to L.A.P.S.

Gold Run USSA National Ranking List Cross Country Ski Race, December 2008

- 402 total participants over 2 days.
- BRC economic indicator data shows **\$57,000** was generated for the local economy.

Local’s Appreciation and Rossignol Demo Day, December 2008

- 52 participants.

Gold Run Classic 5k/10k Classic Technique Citizen’s Cross Country Ski Race, December 2008

- 44 racers.

Golden Egg Hunt / Nordic Eggstravaganza

- Easter Sunday egg hunt on the snow.
- Over 100 people participated, with some coming from out of town.



### ***Guest Feedback***

Gold Run Nordic Center collects guest feedback via contact with guests, customer comment cards, program/service evaluations, and random guest service evaluations.

2008 Net Promoter Score = 94.5% from 98 evaluations

2007 Net Promoter Score = 98% from 43 evaluations

2006 Net Promoter Score = N/A

Each division tailors evaluation questions to their specific needs. However, in addition to the Net Promoter Score, two additional questions are standard on all evaluations, with a score of 5 being the highest. These are as follows.

#### Gold Run Nordic Center – Facilities and Services

Overall satisfaction with Gold Run Nordic Center	5.0
Overall satisfaction with the customer service received	4.86

#### Gold Run Nordic Center – Programs and Events

Overall satisfaction with this program	5.0
Overall satisfaction with the customer service received	5.0

### ***Market Analysis***

Analysis of admission, rental and lesson prices at other mountain locations indicates that prices at Gold Run Nordic Center are at the same level. Price ranges for the various Nordic skiing centers do not vary significantly.



## Ice Arena

### *Highlights*

- The Ice Arena completed the year ahead of budget for revenue, and came in below budget for expenses, yielding a better than projected cost recovery.
- Ice Arena programs attracting visitors to the Town contributed **\$546,940** in revenue for the local economy.
- A new camera surveillance system was installed, leading to better security and safety.
- 30 more pairs of soft-boot style rental skates were purchased, leading to improved comfort and satisfaction by guests.
- A facility supervisor position was replaced with a facility coordinator position, which will now be responsible for the presentation and maintenance of the Ice Arena.
- As with previous years, the largest user group was hockey, accounting for 32% of total Ice Arena revenue and 52% of total ice time. This is followed by public skate, which generates 19% of Ice Arena revenue and uses 22% of available ice time.
- Participation varied greatly, showing significant increases in adult hockey leagues, youth hockey classes/programs, figure skating programs and freestyle programs. There was a participation decrease in public sessions, adult hockey classes, and adult drop-in hockey. Overall, 2008 ended as the second best revenue and participation year, falling just short of 2007.



### *Financial Analysis*

	2006	2007	2008	2008 w/Public Works Expenses
Total Actual Expenditure	\$927,988	\$1,034,463	\$1,079,723	\$1,133,052
Total Actual Revenue	\$658,333	\$670,672	\$660,181	\$660,181
Overall Cost Recovery:	70.9%	64.8%	61.1%	58.3%

#### Revenue by Quarter for 2008

	Quarter Total	Year to Date Total	2009 Year to Date
1 <sup>st</sup> Quarter	\$222,055	\$222,055	\$213,027
2 <sup>nd</sup> Quarter	\$98,900	\$320,955	n/a
3 <sup>rd</sup> Quarter	\$144,350	\$465,305	n/a
4 <sup>th</sup> Quarter	\$194,883	\$660,181	n/a

- Earned \$6,181 over budgeted revenue
  - Revenue targets were exceeded due to strong pro shop sales, private lessons, and creative new skating programs.
- Earned \$86,418 under budgeted expense
  - Budget savings was due to the continuation of energy savings measures and aggressive cost savings measures implemented in the 4<sup>th</sup> quarter of the year.
  - Expenses reflect the new facilities fund.

**Participation**

	2007	2008
Adult Hockey Leagues	1200	1332
Adult Hockey Classes	173	128
Youth Hockey Classes/Programs	409	578
Figure Skating Programs	982	1126
Public Skating Sessions	19,684	18,724
Stick & Puck Sessions	2320	2460
Adult Drop-In Hockey	1380	1233
Freestyle Skating Sessions	448	634
Total	26,596	26,215

Programming staff designed and implemented numerous new programs to attract and retain skaters. The most successful new program is the Breck Betties women’s hockey league, which is responsible for the increase in hockey league numbers. In addition, there are creative new figure skating programs such as the synchronized skating team, adult pattern team, ice dancing socials, and a new spring skating show. Instructor retention has contributed to this success as well.

**Special Events**

Spring Fling Men’s Hockey Tournament

- 7 teams participated, with participants from around Colorado.
- Using economic indicator data from the BRC, this event generated **\$13,440** tourism dollars from non-local participants for the weekend.

Women’s Oktoberfest Tournament

- 13 teams participated, with participants from around Colorado.
- Using economic indicator data from the BRC, this event generated **\$44,000** tourism dollars from non-local participants for the weekend.

Summit Youth Hockey - Hockey Classic

- Ice time is donated for this event, which functions as a fundraiser for Summit Youth Hockey.
- \$22,000 was raised over the weekend.

Kingdom Kup Hockey Tournament

- While the ice time is donated, this event brings in 16 teams from around Colorado over 2 weekends.
- Using economic indicator data from the BRC, this event generated **\$48,000** tourism dollars from non-local participants for the weekend.

Holiday Ice Show and Spring Ice Show

- 12 skaters and 43 spectators participated in the first ever Spring Ice Show, and 20 skaters participated in the Holiday Ice Show along with a guest synchro team and guest soloists



**Economic Impact Data**

Along with the above events, economic impact data was calculated for ice rentals where outside groups traveled to Breckenridge to participate at the Ice Arena. This includes Planet Hockey, a Chicago skating group, Denver Synchro Team, Rocky Mountain Hockey, Arapahoe Hockey Midget Camp, and Heritage High School. The grand total economic impact was \$546,940.

**Guest Feedback**

The Ice Arena collects guest feedback via contact with guests, customer comment cards, program/ service evaluations, and random guest service evaluations.

- 2008 Net Promoter Score = 79% from 334 evaluations
- 2007 Net Promoter Score = 66% from 551 evaluations
- 2006 Net Promoter Score = 41% from 253 evaluations

Each division tailors evaluation questions to their specific needs. However, in addition to the Net Promoter Score, two additional questions are standard on all evaluations, with a score of 5 being the highest. These are as follows:

The Ice Arena also shows the following customer satisfaction scores.

Overall satisfaction with the program or service	4.6
Overall satisfaction with the customer service received	4.8

1-5 scale with 1 = worst and 5 = best

**Market Analysis**

Analysis of ice rental fees, public skate admission fees, hockey and freestyle fees indicates that Breckenridge falls squarely in the middle of prices for ice rinks in the Colorado area.



**TOWN COUNCIL/BOARD OF COUNTY COMMISSIONERS JOINT MEETING**  
**May 12, 2009**  
**6:00pm**

**Breckenridge Town Council Chambers**  
**150 Ski Hill Rd**

**AGENDA**

- I. Affordable housing cooperation/partnerships
- II. Golden Horseshoe outstanding issues- Sallie Barber
- III. Reassessment Process- what to expect
- IV. Recycling Changes
- V. Entrada Update
- VI. Travel Demand Management focus
- VII. 2030 Forecast- Breck update
- VIII. Other Items
- IX. Adjournment





**TOWN OF BRECKENRIDGE TOWN COUNCIL AGENDA**  
**Tuesday, May 12, 2009 (Regular Meeting); 7:30 p.m.**

- I CALL TO ORDER and ROLL CALL**
- II APPROVAL OF MINUTES – April 28, 2009** **Page 82**
- III APPROVAL OF AGENDA**
- IV COMMUNICATIONS TO COUNCIL**
  - A. Citizen’s Comment - (Non-Agenda Items ONLY; 3 minute limit please)
  - B. BRC Director
- V CONTINUED BUSINESS**
  - A. SECOND READING OF COUNCIL BILL, SERIES 2009 - PUBLIC HEARINGS\*\***
    - 1. Council Bill No. 14, Series 2009 - AN ORDINANCE ADOPTING CHAPTER 13 OF TITLE 4 OF THE BRECKENRIDGE TOWN CODE CONCERNING SPECIAL EVENTS** **Page 86**
- VI NEW BUSINESS**
  - A. FIRST READING OF COUNCIL BILL, SERIES 2009 – NONE**
  - B. RESOLUTIONS, SERIES 2009- NONE**
  - C. OTHER –**
    - 1. Arts District Burn Permits** **Page 102**
- VII PLANNING MATTERS**
  - A. Planning Commission Decisions of May 5, 2009 **Page 2**
  - B. Town Council Representative Report (Mr. Rossi)
- VIII REPORT OF TOWN MANAGER AND STAFF\***
- IX REPORT OF MAYOR AND COUNCILMEMBERS\***
  - A. CAST/MMC (Mayor Warner)
  - B. Breckenridge Open Space Advisory Commission (Mr. Joyce)
  - C. BRC (Mr. McAtamney)
  - D. Summit Combined Housing Authority (Ms. Millisor)
  - E. Breckenridge Heritage Alliance (Mr. Bergeron)
  - F. Peak 6 Task Force (Mr. Bergeron)
  - G. Neighborhood Preservation Committee (Mr. Mamula)
  - H. Sustainability Committee (Mr. Millisor)
- X OTHER MATTERS**
- XI SCHEDULED MEETINGS** **Page 104**
- XII ADJOURNMENT**

\*Report of Town Manager; Report of Mayor and Council Members; Scheduled Meetings and Other Matters are topics listed on the 7:30 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item

***CALL TO ORDER and ROLL CALL***

Mayor Pro Tem Mamula called the April 28, 2009 Town Council Meeting to order at 7:31 p.m. The following members answered roll call: Mr. Millisor, Mr. Rossi, Ms. McAtamney and Mayor Pro Tem Mamula. Mr. Bergeron, Mr. Joyce and Mayor Warner were absent.

***APPROVAL OF MINUTES – April 14, 2009 Regular Meeting***

There were no changes, and Mayor Pro Tem Mamula declared the minutes were approved.

***APPROVAL OF AGENDA***

There were no changes and the agenda was approved.

***COMMUNICATIONS TO COUNCIL***

Citizen’s Comments - (Non-Agenda Items ONLY; 3 minute limit please)

Sandy Greenhut representing Arts for the Summit passed out a calendar of events to the Town Council. She noted that Town staff has indicated that Breckenridge is not planning to participate in this year’s publication. She urged the Town Council to reconsider and have the arts district be a part of the publication.

Eugene Miroshnikov passed out a “taxi questionnaire” to the Council and explained that he is collecting public opinion in support of his proposal to the Public Utilities Commission to operate a taxi service in Summit County and Breckenridge. There currently is only one taxi in operation here and he does not feel it is providing good service and he has received many negative comments. He believes every tourist town needs a good taxi service.

B. National Public Works Week Proclamation – Mayor Pro Tem Mamula introduced a proclamation for National Public Works Week.

***CONTINUED BUSINESS***

***A. SECOND READING OF COUNCIL BILL, SERIES 2009 - PUBLIC HEARINGS\*\****

**1. Council Bill No. 12, Series 2009- AN ORDINANCE AMENDING ARTICLE F OF CHAPTER 3 OF TITLE 6 OF THE BRECKENRIDGE TOWN CODE CONCERNING MUNICIPAL OFFENSES RELATED TO ALCOHOL, CIGARETTES AND AMUSEMENT ESTABLISHMENTS**

Town Attorney Tim Berry summarized this ordinance to incorporate two state liquor offenses into the municipal code for after-hours service and consumption of liquor. The ordinance also clarifies the town parks in which alcoholic beverages are allowed. There were no changes from first reading.

Mr. Rossi moved to approve Council Bill No. 12, Series 2009. Mr. Millisor seconded the motion. Mayor Pro Tem Mamula opened the public hearing. There were no comments and the public hearing was closed. The motion passed 4-0.

**2. Council Bill No. 13, Series 2009- AN ORDINANCE REPEALING AND READOPTING WITH CHANGES CHAPTER 11 OF TITLE 5 OF THE BRECKENRIDGE TOWN CODE CONCERNING MOUNTAIN PINE BEETLES AND BEETLE INFESTED TREES**

Mr. Berry explained that this ordinance proposes to rewrite the Town’s mountain pine beetle ordinance. He noted staff was present to answer any questions. There were no changes to the ordinance from first reading.

Ms. McAtamney moved to approve Council Bill No. 13, Series 2009. Mr. Rossi seconded the motion. Mayor Pro Tem Mamula opened the public hearing. There were no comments and the public hearing was closed. The motion passed 4-0.

**3. Council Bill No. 9, Series 2009- AN ORDINANCE AMENDING THE TOWN OF BRECKENRIDGE LAND USE GUIDELINES CONCERNING ACCEPTABLE LAND USE TYPES AND INTENSITIES IN LAND USE DISTRICT 31**

Mr. Berry explained that this ordinance amends the land use district guidelines for the Town-owned portion of Block 11, Breckenridge Airport Subdivision, primarily to address the affordable housing project proposed to be developed. Mr. Berry noted two minor changes to the ordinance from first reading: on Page 78, Line 42 – insert tonight’s public hearing date and on Page 80, Line 8 – add language “including related paving, lighting and/or landscaping.”

Mr. Millisor moved to approve Council Bill No. 9, Series 2009 in the form included in the Town Council packet. Mr. Rossi seconded the motion. Mayor Pro Tem Mamula opened the public hearing. There were no comments and the public hearing was closed. The motion passed 4-0.

**NEW BUSINESS**

**A. FIRST READING OF COUNCIL BILL, SERIES 2009**

**1. Council Bill No. 14, Series 2009 - AN ORDINANCE ADOPTING CHAPTER 13 OF TITLE 4 OF THE BRECKENRIDGE TOWN CODE CONCERNING SPECIAL EVENTS**

Mr. Berry stated this ordinance if adopted would establish a comprehensive licensing mechanism for special events. This ordinance coordinates processes and is the result of lots of staff input. Mr. Berry noted that two revisions as directed by Council will be incorporated into the ordinance for second reading.

Ms. McAtamney moved to approve Council Bill No. 14, Series 2009. Mr. Rossi seconded the motion. The motion passed 4-0.

**RESOLUTIONS, SERIES 2009**

**1. A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE UPPER BLUE SANITATION DISTRICT (Exchange of Water/Sewer Taps)**

Mr. Gagen explained this resolution provides for exchange of sewer taps for water credits for use at the District’s Farmer’s Korner facility and outdoor irrigation. The Town will receive slightly over 50 sewer taps by giving a waiver for water credits. The sewer taps can then be used for the affordable housing project.

Mr. Rossi moved to approve “A Resolution Approving an Intergovernmental Agreement with the Upper Blue Sanitation District (Exchange of Water/Sewer Taps).” Ms. McAtamney seconded the motion. The motion passed 4-0.

**2. A RESOLUTION RATIFYING AND APPROVING THE TOWN MANAGER’S SIGNING OF AN ASSIGNMENT OF PARTIAL INTEREST IN REAL ESTATE OPTION AGREEMENT WITH SUMMIT COUNTY, COLORADO (Ironside Lode, M.S. #8313 and Gold Bug Lode, M.S. #8313)**

Mr. Berry explained that this resolution ratifies the Town Manager’s previous signing of an option agreement with Summit County pursuant to which the Town agreed to purchase a 50 percent interest in the Ironside and Gold Bug Lodes.

Mr. Millisor moved to approve “A Resolution Ratifying and Approving the Town Manager’s signing of an Assignment of Partial Interest in Real Estate Option Agreement with Summit County, Colorado (Ironside Lode, M.S. #8313 And Gold Bug Lode, M.S. #8313).” Ms. McAtamney seconded the motion. The motion passed 4-0.

**3. A RESOLUTION RATIFYING AND APPROVING THE TOWN MANAGER’S SIGNING OF AN ASSIGNMENT OF PARTIAL INTEREST IN REAL ESTATE OPTION AGREEMENT WITH SUMMIT COUNTY, COLORADO (July Lode, M.S. #8313)**

Mr. Berry explained this resolution, like the preceding resolution, ratifies the Town Manager’s previous signing of an option agreement with Summit County pursuant to which the Town agreed to purchase a 50 percent interest in the July Lode.

Mr. Rossi moved to approve "A Resolution Ratifying and Approving the Town Manager's signing of an Assignment of Partial Interest in Real Estate Option Agreement with Summit County, Colorado (July Lode, M.S. #8313)." Mr. Millisor seconded the motion. The motion passed 4-0.

**4. A RESOLUTION RATIFYING AND APPROVING THE TOWN MANAGER'S SIGNING OF AN ASSIGNMENT OF PARTIAL INTEREST IN REAL ESTATE OPTION AGREEMENT WITH SUMMIT COUNTY, COLORADO (Sawlog Placer, M.S. #2154, and Wonderful Placer, M.S. #10281)**

Mr. Berry explained this resolution like the preceding two resolutions ratifies the Town Manager's signing of an option agreement with Summit County whereby the Town would purchase a 25 percent interest in the Sawlog and Wonderful Placers.

Ms. McAtamney moved to approve "A Resolution Ratifying and Approving the Town Manager's signing of an Assignment of Partial Interest in Real Estate Option Agreement with Summit County, Colorado (Sawlog Placer, M.S. #2154, and Wonderful Placer, M.S. #10281)." Mr. Millisor seconded the motion. The motion passed 4-0.

***OTHER***

**1. LLA Appointment**

Mr. Gagen noted inclusion of a ballot in the packet and asked the Council members to select one name. Four votes are required for appointment. Council discussed the merits of the candidates and the Liquor Licensing Authority's responsibilities. After balloting, Mr. Gagen announced that the successful candidate was William Tatro III.

***PLANNING MATTERS***

**A. Planning Commission Decisions of April 21, 2009**

With no requests for call up, Mayor Pro Tem Mamula stated the Planning Commission decisions of the April 21, 2009 meeting would stand as presented.

**B. Report of Planning Commission Liaison**

Mayor Warner made the report last week via email.

***REPORT OF TOWN MANAGER AND STAFF***

Mr. Gagen had no report.

Mr. Millisor noted that the Housing Authority budget was short \$24,000 primarily because revenues were over budgeted. Mr. Millisor will ask about the fund balance at the next meeting, and may suggest that the Housing Authority use that balance to cover the short fall.

***REPORT OF MAYOR AND COUNCILMEMBERS***

Reports of the Mayor and Council members were made during the work session portion of the meeting.

***OTHER MATTERS***

There were no other matters to discuss

***SCHEDULED MEETINGS***

***ADJOURNMENT***

With no further business to discuss, the meeting adjourned at 7:55 p.m.

***ATTEST:***

**TOWN OF BRECKERIDGE  
TOWN COUNCIL REGULAR MEETING  
TUESDAY, APRIL 28, 2009  
PAGE 4**

---

Mary Jean Loufek, CMC, Town Clerk

---

John Warner, Mayor

**MEMO**

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 13 (Special Events Ordinance)

DATE: May 5, 2009 (for May 12<sup>th</sup> meeting)

---

The second reading of the new Special Events Ordinance is scheduled for your meeting on May 12<sup>th</sup>.

There are two changes proposed to ordinance from first reading. The changes are blacklined on the enclosed version of the ordinance. Both changes were discussed with the Council at the April 28<sup>th</sup> worksession. The changes are:

1. Language has been inserted in Section 4-13-12(A)(Denial of Permit) to authorize the denial of a special event permit if the applicant has failed to pay the Town for damages arising from a previous special event, regardless of when that event was held. This language has the effect of removing the five year time period that previously applied to unpaid damages owed to the Town.

2. Language has been inserted in Section 4-13-24 (Suspension or Revocation of Permit) authorizing the suspension or revocation of a permit if going forward with the special event would threaten any Town-owned property that is to be used in connection with the event.

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

1 ***FOR WORKSESSION/SECOND READING – MAY 12***

2  
3 Additions To The Ordinance As Approved on First Reading Are  
4 Indicated By **Bold + Dbl Underline**; Deletions By ~~Strikeout~~

5  
6 COUNCIL BILL NO. 13

7  
8 Series 2009

9  
10 AN ORDINANCE ADOPTING CHAPTER 13 OF TITLE 4 OF THE BRECKENRIDGE  
11 TOWN CODE CONCERNING SPECIAL EVENTS

12  
13 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,  
14 COLORADO:

15  
16 Section 1. There is hereby to the Breckenridge Town Code a new Chapter 13 of Title 4,  
17 to be entitled “Special Events”, which shall read in its entirety as follows:

18  
19 CHAPTER 13

20  
21 SPECIAL EVENTS

22  
23 SECTION:

- 24
- 25 4-13-1: Short Title
- 26 4-13-2: Purpose
- 27 4-13-3: Findings
- 28 4-13-4: Definitions
- 29 4-13-5: Permit Required
- 30 4-13-6: Exceptions
- 31 4-13-7: Application For Permit
- 32 4-13-8: Fees
- 33 4-13-9: Investigation Of Application
- 34 4-13-10: Standards For Issuance of Permit
- 35 4-13-11: Relationship To Other Town Ordinances
- 36 4-13-12: Denial Of Permit
- 37 4-13-13: Authority To Impose Conditions On Permit
- 38 4-13-14: Non-Discrimination; Content Neutrality
- 39 4-13-15: Decision By Events Manager
- 40 4-13-16: Notice of Decision
- 41 4-13-17: Appeal Of Denial Or Conditional Approval Of Permit
- 42 4-13-18: Contents Of Permit
- 43 4-13-19: Permit Not Transferable
- 44 4-13-20: Notice of Issuance of Permit
- 45 4-13-21: Insurance Requirement
- 46 4-13-22: Duties Of Permittee

- 1 4-13-23: Posting Of Permit
- 2 4-13-24: Suspension Or Revocation Of Permit
- 3 4-13-25: Penalties; Injunctive Relief
- 4 4-13-26: Rules and Regulations

5  
6 4-13-1: SHORT TITLE: This Chapter shall be known and may be cited as the “Town  
7 Of Breckenridge Special Events Ordinance.”

8  
9 4-13-2: PURPOSE: The purpose of this Chapter is to establish a procedure for  
10 permitting and regulating special events, as that term is defined in this Chapter. It is not the  
11 intent of this Chapter to regulate speech or other forms of conduct protected by either the First  
12 Amendment to the United States Constitution or by the Colorado Constitution. The permitting  
13 process established by this Chapter is intended to be content neutral and not subject matter based.  
14 This Chapter is intended merely to establish a non-discriminatory mechanism by which the  
15 Town can control, through appropriate regulation, the holding of special events.

16  
17 4-13-3: FINDINGS: The Town Council hereby finds and determines as follows:

- 18  
19 A. The Town of Breckenridge is authorized to regulate businesses operating within  
20 the Town pursuant to Section 2.2 of the Breckenridge Town Charter and Section  
21 31-15-501, C.R.S.
- 22  
23 B. Special events, as defined in this Chapter, contribute to the individual, social,  
economic and environmental health and well-being of the community.
- 24  
25 C. Special events, however, create special regulatory problems including, but not  
26 limited to, the need for crowd control, sanitation, security, traffic management,  
and parking.
- 27  
28 D. The Town’s current permitting and regulatory requirements are redundant and  
29 unnecessarily complicated. The current requirements fail to provide clear  
guidelines for the approval or denial of permission to hold a special event.
- 30  
31 E. In enacting this ordinance the Town Council is exercising its police power as  
32 granted by Town’s Charter, and the Constitution and statutes of the State of  
Colorado, as well as its power to license and regulate business activities.

33 4-13-4: DEFINITIONS: As used in this Chapter the following words have the following  
34 meanings, unless the context clearly requires otherwise:

- 35
- APPLICANT: A person who has submitted an application for permit pursuant to this Chapter.
  - APPLICATION: An application for permit submitted pursuant to this Chapter.
  - DAY: A calendar day, unless otherwise indicated.



EVENTS MANAGER:	The Facilities and Events Manager of the Town.
ENTERTAINMENT:	Includes, but is not limited to, touring exhibitions, concerts, performances of dance, music, drama, and comedy, sporting exhibitions or contests, festivals, fairs, automotive displays, and performances of skill.
SPECIAL EVENT OR EVENT:	A planned occurrence which includes an expected gathering of 50 or more people: (i) the primary purpose of which is entertainment; and (ii) to which the public or a substantial portion thereof is invited to attend, either by express invitation or by implication.
PERMIT:	A permit issued by the Town pursuant to this Chapter.
PERMITTEE:	The person to whom a permit has been issued pursuant to this Chapter.
PERSON:	Has the meaning provided in Section 1-3-2 of this Code.
TOWN:	Has the meaning provided in Section 1-3-2 of this Code.

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4-13-5: PERMIT REQUIRED: No person shall stage, hold, present, or conduct a special event within the Town without a valid permit issued in accordance with this Chapter.

4-13-6: EXCEPTIONS: The requirements of this Chapter shall not apply to:

- A. an indoor special event of any kind;
- B. a special event held by the Town;
- C. an event held at Carter Park, Kingdom Park, or the Town’s multi purpose fields contracted through the Recreation Department and constituting “normal or regular” use of those Town facilities; or
- D. an event protected by either the First Amendment to the United States Constitution or by the Colorado Constitution; provided, however, that a person staging, holding, presenting, or conducting such an event shall submit an application and obtain a permit pursuant to this Chapter, but there shall be no fee required and the deadline for submission of an application as provided in Section

1 4-13-7(B) does not apply to such an application. The Events Manager may also  
2 modify any other requirement of this Chapter with respect to such an application  
3 if necessary to comply with applicable law.

4 13-4-7 APPLICATION FOR PERMIT:

5 A. A person seeking to obtain a permit shall file an application with the Events  
6 Manager. The form of the application shall be provided by the Events Manager.

7 B. An application for a special event permit shall be filed with the Events Manager  
8 not less than thirty days nor more than three hundred sixty five days before the  
9 special event is proposed to begin. The Events Manager may waive the minimum  
10 thirty day filing period and accept an application filed within a shorter time period  
11 if, after due consideration of the date, time, place, and nature of the special event,  
12 the anticipated number of participants, and the Town services required in  
13 connection with the special event, the Event Manager determines that sufficient  
14 time exists for the proper investigation and review of the application; that the  
15 waiver will not present a hazard to public health, safety or welfare; and that the  
16 waiver will not create a substantial burden on the Town's staff or financial  
17 resources.

18 C. A permit issued pursuant to this Chapter eliminates the need for a Class C or  
19 Class D development permit to authorize the special event. However, an applicant  
20 may still be required to obtain a development permit depending on the size and  
21 scale of any temporary structures proposed to be used in connection with the  
22 special event. The need for a development permit will be determined by the  
23 Events Manager once the application has been received and reviewed.

24 D. An application for a special event permit shall contain the following information:

25 1. the applicant's name, address, and telephone number.

26 2. the name, title (if any), address, and telephone number of the contact  
27 person for the applicant with respect to the special event.

28 3. a description of the special event, including a description of the purpose,  
29 scope, and activities planned during the event.

30 4. the proposed date(s) of the special event;

31 5. the proposed location of the special event;

32 6. the proposed hours of operation of the special event;

33 7. the dates and times when the special event facilities will be set up and torn  
34 down.

- 1 8. if the special event will involve the use of any Town street(s), trail(s),  
2 park(s), land(s), building(s), parking lot(s) or right(s)-of-way, a statement  
3 as to the portion(s) of the Town street(s), trail(s), park(s), land(s),  
4 building(s), parking lot(s) or right(s)-of-way which will be used or  
5 occupied in connection with the special event.
- 6 9. a statement of the fees, if any, to be charged to participants at the special  
7 event.
- 8 10. a list of food and/or beverages, including alcoholic beverages, that will be  
9 served at the special event.
- 10 11. a statement of whether goods and merchandise will be sold at the special  
11 event.
- 12 12. a map including pedestrian flow, emergency access, trash receptacles,  
13 temporary structures, sign placement, parking areas and activity areas.
- 14 13. proof of the applicant's tax-exempt status, if applicable.
- 15 14. first time special events shall provide evidence indicating the extent of  
16 neighborhood and business support for the holding of the special event.
- 17 15. a description and location of any recording equipment, tents, or other  
18 structures, sound amplification equipment, banners, signs, or other  
19 attention-getting devices proposed to be used in connection with the  
20 special event.
- 21 16. a plan for providing adequate safety for spectators and workers at the  
22 special event.
- 23 17. a plan for providing adequate sanitation at the special event, including  
24 "event greening" and recycling plans.
- 25 18. the approximate number of staff, vendors, and entertainers reasonably  
26 anticipated to participate in putting on the special event (excluding  
27 spectators).
- 28 19. a good faith estimate of the approximate number of spectators expected to  
29 attend the special event each day.
- 30 20. the number of security personnel to be hired for the special event, if any.
- 31 21. a designation of any public facilities or equipment to be utilized.
- 32 22. a complete list of the names, addresses, and telephone numbers of all  
33 vendors who will participate in the special event.

1           23.     any additional information that the Events Manager reasonably determines  
2                     to be necessary in connection with the investigation and review of the  
3                     application.

4           E.     Applications shall be processed by the Events Manager in order of receipt.

5           4-13-8: FEES:

6  
7           A.     An applicant shall pay to the Town a non-refundable application fee when the  
8                     application is filed. The purpose of the fee is to cover the administrative costs of  
9                     processing the application. The amount of the application fee shall be fixed by the  
10                    Town Council as part of its annual budget process. The application fee shall be  
11                    doubled for applications received by the Events Manager twenty nine days or less  
12                    prior to the proposed special event.

13          B.     If the application includes a request to use any Town property or any Town  
14                     service in connection with the special event, then before the permit is issued the  
15                     applicant shall pay to the Town any required charges, fees, or deposits required by  
16                     the Town in connection with the use of the requested Town property or the  
17                     provision of the requested Town service.

18          4-13-9: INVESTIGATION OF APPLICATION:

19          A.     Upon receipt of a properly completed application, together with all information  
20                     required in connection therewith, and the payment of the application fee as  
21                     required by Section 4-13-8, the Events Manager shall transmit copies of the  
22                     application to:

- 23           1.     the Department of Community Development;
- 24           2.     the Police Department;
- 25           3.     the Town Clerk;
- 26           4.     the Public Works Department;
- 27           5.     the Red, White and Blue Fire Protection District; and
- 28           6.     any other person or agency which the Events Manager determines should  
29                     properly investigate and comment upon the application.

30          B.     Within twenty days of receipt of a completed application those Town departments  
31                     and other referral agencies described in subsection A of this Section shall provide  
32                     the Events Manager with comments concerning the application. If an application  
33                     is accepted by the Events Manager less than thirty days before the proposed  
34                     special event is to be held, the Town departments and other referral agencies shall  
35                     use their best efforts to provide the Events Manager with their comments in a

1                   timely manner so that the Events Manager will have the comments before making  
2                   a decision on the application.

3                   4-13-10: STANDARDS FOR ISSUANCE OF PERMIT:

4  
5                   A.       The Events Manager shall issue a permit when, from a consideration of the  
6                   application and from such other information as may otherwise be obtained, the  
7                   Events Manager determines that:

- 8                   1.       the application (including any required attachments and submissions) is  
9                   complete and signed by the applicant;
- 10                  2.       the applicant has paid the application fee and any other fees required by  
11                  Section 4-13-8;
- 12                  3.       the application does not contain a material falsehood or misrepresentation;
- 13                  4.       the application complies with all of the requirements of this Chapter;
- 14                  5.       the applicant is legally competent to contract under Colorado law;
- 15                  6.       the applicant or the person on whose behalf the application is made has  
16                  not previously damaged Town property and failed to pay in full for such  
17                  damage, and the applicant does not have other outstanding and unpaid  
18                  debts to the Town;
- 19                  7.       the proposed special event will not conflict with:
  - 20                   a.       a special event for which a permit has previously been issued;
  - 21                   b.       a proposed special event the application for which was received by  
22                   the Events Manager prior to the time of the submission of the  
23                   applicant's application;
  - 24                   c.       a Town-sponsored event;
  - 25                   d.       an annual special event which is reasonably expected to be held  
26                   again, but for which an application has yet to be submitted; or
  - 27                   e.       an event protected by the First Amendment to the United States  
28                   Constitution or by the Colorado Constitution which due its  
29                   anticipated size, location, hours of operation, or other relevant  
30                   factors, is reasonably expected to require such Town services or  
31                   personnel as to make the holding of the special event for which the  
32                   application was submitted a potential risk to the public health,  
33                   safety or welfare.

- 1                   8.     the holding of the proposed special event will not cause significant  
2                   disruption in the ability of the Town to deliver or provide essential  
3                   governmental services.
- 4                   9.     adequate sanitation and other required health facilities are or will be made  
5                   available at or sufficiently near to the proposed special event area(s).
- 6                   10.    sufficient parking is available near the site of the proposed special event to  
7                   accommodate the number of vehicles reasonably expected for the event, or  
8                   an acceptable transportation and parking plan to provide adequate parking  
9                   for the proposed special event has been submitted and approved by the  
10                  Events Manager.
- 11                 11.    the proposed special event will not pose a danger to the public health,  
12                 safety or welfare.
- 13                 12.    the proposed special event will positively impact the Town culturally,  
14                 economically, environmentally or socially.

15                 4-13-11: RELATIONSHIP TO OTHER TOWN ORDINANCES: Notwithstanding  
16                 anything contained in this Code to the contrary:

- 17                 A.     A permit issued under this Chapter is not a special events liquor license. If  
18                 alcoholic beverages are to be served at the special event, the permittee must  
19                 obtain the required permit or approval from the Town Clerk or the Town of  
20                 Breckenridge Liquor Licensing Authority.
- 21                 B.     A permit issued under this Chapter shall be treated as a special events license  
22                 within the meaning of Section 4-2-11 (Transient Dealers License).
- 23                 C.     If the proposed special event is a fair, show, or exhibition of arts, crafts or similar  
24                 handiwork to be held in accordance with subsection 9-7-6(F) of this Code  
25                 (Outdoor Display of Merchandise) a permit issued under this Chapter shall be  
26                 treated as a special events license issued by the Town Clerk in accordance with  
27                 the requirements of Section 4-2-11 of this Code.
- 28                 D.     A permit issued under this Chapter may authorize the permittee to exceed the  
29                 maximum noise levels provided in Chapter 8 of Title 5 of this Code in connection  
30                 with the holding of the special event for which the permit is issued; and the  
31                 Events Manager may establish specific maximum noise levels for any such event.  
32                 The Events Manager shall apply the standards set forth in Section 5-8-12(A) in  
33                 connection with any request for permission to exceed the maximum noise levels  
34                 provided in Chapter 8 of Title 5 of this Code.
- 35                 E.     A permit issued under this Chapter shall be treated as a special event permit  
36                 within the meaning of Policy 44(Absolute) (Radio Broadcasts) of Section 9-1-19  
37                 of the Development Code. No class D development permit shall be required to  
38                 authorize any radio broadcast conducted as a special event.

1 F. Except as specifically provided in this Section, in addition to a permit a permittee  
2 must obtain all other required Town permits and approvals before holding the  
3 special event authorized by the permit, including, but not limited to a  
4 development permit and building permit.

5 4-13-12: DENIAL OF PERMIT:  
6

7 A. The Events Manager shall deny an application for a special event permit if the  
8 Events Manager determines that:

- 9 1. The application conflicts with another event as described in Section 4-13-  
10 10(A)(6).
- 11 2. Information contained in the application, or supplemental information  
12 requested from the applicant, is found to be false in any material respect;
- 13 3. The application fails to meet any of the standards sets forth in Section 4-  
14 13-10 of this Chapter;
- 15 4. The time, route, or size of the event will substantially interrupt the safe  
16 and orderly movement of traffic on or contiguous to the event site or route  
17 or will disrupt the use of a street or highway at a time when it is usually  
18 subject to heavy traffic congestion;
- 19 5. The location of the event will substantially interfere with any construction  
20 or maintenance work scheduled to take place upon or along the Town  
21 streets or property;
- 22 6. The applicant has failed to pay costs, fees, ~~damages~~ or deposits for a  
23 previous special event permit within the preceding five years, or the  
24 applicant has failed to pay the Town for damages arising from a  
25 previous special event held by the applicant, regardless of when such  
26 event was held; or
- 27 7. The applicant has failed to abide by the requirements or conditions of  
28 previous special event permits within the preceding five years.

29 B. If an application is denied the application fee shall not be refunded.

30 4-13-13: AUTHORITY TO IMPOSE CONDITIONS ON PERMIT: The Events  
31 Manager shall have the authority to impose such reasonable terms and conditions on a permit as  
32 may be necessary to protect the public health, safety, and welfare, and to obtain compliance with  
33 the requirements of this Chapter and applicable law.  
34

35 4-13-14: NON-DISCRIMINATION; CONTENT NEUTRALITY: The Events Manager  
36 shall uniformly consider each application for a permit upon its merits, and shall not discriminate  
37 in granting or denying a permit under this Chapter based upon race, creed, color, religion,  
38 national origin, ancestry, sex, age, veteran status, sexual orientation, or physical or mental

1 disability. Further, the Events Manager shall be content neutral in reviewing an application, and  
2 shall not consider the subject matter of any type of speech proposed as part of the application.

3  
4 4-13-15: DECISION BY EVENTS MANAGER:

5  
6 A. The Events Manager shall approve, deny or conditionally approve an application  
7 within thirty days of the receipt of the completed application unless, by written  
8 notice to the applicant, the decision period is extended for an additional ten days;  
9 provided, however, that in any event the Events Manager shall render a decision  
10 on an application not less than forty eight hours prior to the scheduled  
11 commencement of the special event which is the subject of the application.

12 B. If an application is denied, the Events Manager shall clearly set forth in writing  
13 the grounds for denial and, where feasible, shall propose measures to cure the  
14 defects that lead to the denial of the application. When the basis for denial is the  
15 prior receipt of a competing application for the same time and place, the Events  
16 Manager shall suggest an alternative time or place for the special event which is  
17 the subject of the application which was denied.

18 C. In the event an application is conditionally approved, the Events Manager shall  
19 clearly set forth in writing the conditions of approval.

20 4-13-16: NOTICE OF DECISION: The Events Manager shall notify the applicant of the  
21 Event Manager's decision on the application within three business days of rendering the  
22 decision. Notice shall be given by mailing a copy of the Events Manager's decision to the  
23 applicant by regular mail, postage prepaid, at the address shown in the application. Notice is  
24 deemed to have been properly given upon mailing.

25  
26 4-13-17: APPEAL OF DENIAL OR CONDITIONAL APPROVAL OF PERMIT:

27  
28 A. An applicant has the right to appeal the Event Manager's denial or conditional  
29 approval of an application to the Town Council.

30 B. An applicant's appeal of the Event Manager's denial or conditional approval of an  
31 application shall be processed in accordance with Chapter 19 of Title 1 of this  
32 Code; provided, however, that the applicant's written notice of appeal shall be  
33 filed with the Town Manager within ten days after the date of mailing of the  
34 Event Manager's decision on the application.

35 C. The applicant shall be provided with not less than ten days' prior written notice of  
36 the appeal hearing to be held by the Town Council.

37 D. The burden of proof in an appeal filed under this Section shall be on the applicant.

38 E. If the Town Council finds by a preponderance of the evidence that the decision of  
39 the Events Manager was correct, the Town Council shall uphold the decision of  
40 the Events Manager. If the Town Council finds by a preponderance of the



1 evidence that the decision of the Events Manager was incorrect, the Events  
2 Manager's decision shall be set aside and the permit issued (if it was previously  
3 denied) or the conditions of approval stricken or modified.

4 F. Any decision made by the Town Council pursuant to this Section shall be a final  
5 decision and may be appealed to the district court pursuant to Rule 106(a)(4) of  
6 the Colorado Rules of Civil Procedure. The applicant's failure to timely appeal  
7 the decision is a waiver the applicant's right to contest the denial or conditional  
8 approval of the application.

9 G. If there is any conflict between the provisions and requirements of this Section  
10 and the provisions and requirements of Chapter 19 of Title 1 of this Code, the  
11 provisions and requirements of this Section shall control.

12 4-13-18: CONTENTS OF PERMIT: A permit shall contain the following information:  
13

- 14 A. The name of the permittee;
- 15 B. The location of the special event to be held pursuant to the permit;
- 16 C. The date(s) of the special event to be held pursuant to the permit, including the  
17 dates and times for the set up and tear down of the event;
- 18 D. The starting and ending times the special event to be held pursuant to the permit;
- 19 E. The name and telephone number of the permittee's local contact person for the  
20 special event;
- 21 F. A requirement that the permittee provide proof of insurance pursuant to Section 4-  
22 13-21 of this Chapter;
- 23 G. An advisement to the permittee of the permittee's duties under Section 4-13-22 of  
24 this Chapter;
- 25 H. An acknowledgment by the permittee that the permit may be summarily  
26 suspended by the Events Manager in accordance with Section 4-13-24(E) of this  
27 Chapter;
- 28 I. Any special conditions of approval imposed upon the permit by the Events  
29 Manager pursuant to Section 4-13-4.
- 30 J. A list of all vendors who will participate in the special event; and such other  
31 information related to the special event as the Events Manager shall determine to  
32 be necessary or appropriate for inclusion in the permit.

33 A permit must be signed by both the applicant and the Events Manager to be valid.  
34

1 4-13-19: PERMIT NOT TRANSFERABLE: A permit is non-transferable and non-  
2 assignable. Any attempt to transfer or assign such permit voids the permit.

3 4-13-20: NOTICE OF ISSUANCE OF PERMIT: Immediately upon the issuance of a  
4 permit, the Events Manager shall send a copy of the permit to:  
5

- 6 A. The Police Department;
- 7 B. The Community Development Department;
- 8 C. The Town Clerk;
- 9 D. The Public Works Department;
- 10 E. The Town Manager;
- 11 F. The Red White and Blue Fire Protection District;
- 12 G. The Breckenridge Resort Chamber; and
- 13 H. Any other person as determined by the Event Manager.

14 4-13-21: INSURANCE REQUIREMENT: Each permit shall require the permittee to  
15 file with the Events Manager prior to commencement of the set up of the special event a  
16 certificate of insurance demonstrating that the permittee has in effect a policy or policies of  
17 general liability insurance covering the special event with minimum combined single limits of  
18 not less than One Million Dollars (\$1,000,000). Such insurance shall remain in full force  
19 throughout the entirety of the special event for which the permit is issued. The Town shall be  
20 named as an additional insured under such insurance policy. If alcoholic beverages will be  
21 served at the special event, the permittee must also provide proof of liquor liability insurance.  
22

23 4-13-22: DUTIES OF PERMITTEE: In connection with the holding of the event for  
24 which a permit is issued, a permittee shall:  
25

- 26 A. Comply with all of the terms and conditions of the permit;
- 27 B. Comply with all applicable Town ordinances and state and federal laws; and
- 28 C. Permit inspection of its records and special event facilities by the Events Manager  
29 for the purpose of determining the permittee's compliance with the terms and  
30 conditions of the permit.

31 4-13-23: POSTING OF PERMIT: A permit shall be continuously posted in a  
32 conspicuous location at the site of the special event throughout the duration of the special event.  
33

34 4-13-24: SUSPENSION OR REVOCATION OF PERMIT:  
35

- 1 A. A permit issued pursuant to this Chapter may be suspended or revoked by the  
2 Events Manager after hearing for the following reasons:
- 3 1. fraud, misrepresentation or a false statement of material fact contained in  
4 the permit application;
  - 5 2. a violation of any Town, state, or federal law or regulation;
  - 6 3. a violation of any of the terms and conditions of the permit;
  - 7 4. a violation of any of the provisions of this Chapter;
  - 8 5. threatening weather conditions if the Events Manager determines that  
9 holding the special event under such conditions would **either: (i) pose a**  
10 **threat to the public health, safety or welfare, or (ii) pose a threat to any**  
11 **Town-owned property to be used in connection with this special event.**
  - 12 6. the existence of fire or drought conditions if the Events Manager  
13 determines that holding the special event under such conditions would  
14 pose a threat to the public health, safety or welfare;
  - 15 7. any unforeseen, unanticipated, or uncontrollable circumstance if the  
16 Events Manager determines that holding the special event under such  
17 circumstance would pose a threat to the public health, safety or welfare ;  
18 or
  - 19 8. an irreconcilable scheduling conflict with an event protected by either the  
20 First Amendment to the United States Constitution or by the Colorado  
21 Constitution.
- 22 B. In connection with the suspension of a permit, the Events Manager may impose  
23 reasonable conditions.
- 24 C. A hearing held pursuant to this Section shall be processed in accordance with  
25 Chapter 19 of Title 1 of this Code.
- 26 D. In deciding whether a permit should be suspended or revoked, and in deciding  
27 what conditions to impose in the event of a suspension, if any, the Events  
28 Manager shall consider:
- 29 1. the nature and seriousness of the violation;
  - 30 2. corrective action, if any, taken by the permittee;
  - 31 3. prior violation(s), if any, by the permittee;
  - 32 4. the likelihood of recurrence;
  - 33 5. all circumstances surrounding the violation;

- 6. whether the violation was willful;
- 7. the number of previous special events held by the permittee;
- 8. the number of previous violations by the permittee; and
- 9. previous sanctions, if any, imposed against the permittee.

E. The Events Manager shall have the authority to summarily suspend a permit during a special event if it appears to the Events Manager that a permittee has violated one or more of the terms and conditions of a permit or any applicable law and, based upon the available information, the Events Manager, in consultation with the Police Chief, reasonably determines that such violation results in an immediate threat to the public health, safety and welfare. No appeal is allowed from a summary suspension of a permit issued by the Events Manager pursuant to this Subsection E.

F. If the Events Manager suspends a permit, except for a summary suspension pursuant to Subsection E of this Section, or revokes a permit, the permittee may appeal the suspension or revocation to the Town Council in accordance with Chapter 19 of Title 1 of this Code. The burden of proof in such an appeal is on the permittee. If the Town Council finds by a preponderance of the evidence that the Events Manager acted correctly in suspending or revoking the permit, the Town Council shall uphold the Event Manager’s order of suspension or revocation. If the Town Council finds by a preponderance of the evidence that the Events Manager acted improperly in suspending or revoking the permit, the appeal shall be sustained, and the Events Manager’s order of suspension or revocation shall be set aside. Any decision made by the Town Council pursuant to this Section shall be a final decision and may be appealed to the district court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure. The applicant’s failure to timely appeal the decision is a waiver the applicant’s right to contest the denial or conditional approval of the application.

G. No fee previously paid by a permittee in connection with the application shall be refunded if such permit is suspended or revoked.

4-13-25: PENALTIES; INJUNCTIVE RELIEF:

A. It is a misdemeanor offense for any person to violate any provision of this Chapter. Any person convicted of having violated any provision of this Chapter shall be punished as set forth in Title 1, Chapter 4 of this Code.

B. The staging, holding, presenting, or conducting of a special event without a valid permit issued pursuant to this Chapter may be enjoined by the Town in an action brought in a court of competent jurisdiction, including, but not limited to, the Town’s municipal court pursuant to Section 1-8-10 of this Code

1 4-13-26: RULES AND REGULATIONS: The Events Manager shall have the authority  
2 from time to time to adopt, amend, alter, and repeal administrative rules and regulations as may  
3 be necessary for the proper administration of this Chapter. Such regulations shall be adopted in  
4 accordance with the procedures established by Chapter 18, Title 1 of this Code.

5 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the  
6 various secondary Codes adopted by reference therein, shall continue in full force and effect.  
7

8 Section 3. The Town Council hereby finds, determines and declares that this ordinance is  
9 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and  
10 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants  
11 thereof.  
12

13 Section 4. The Town Council hereby finds, determines and declares that it has the power  
14 to adopt this ordinance pursuant to Section 31-15-501, C.R.S; the authority granted to home rule  
15 municipalities by Article 4 of the Colorado Constitution; and the powers contained in the  
16 Breckenridge Town Charter.  
17

18 Section 5. This ordinance shall be published and become effective as provided by  
19 Section 5.9 of the Breckenridge Town Charter.  
20

21 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
22 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2009. A Public Hearing shall be held at the  
23 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
24 \_\_\_\_\_, 2009, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the  
25 Town.

26 TOWN OF BRECKENRIDGE, a Colorado  
27 municipal corporation  
28  
29

30  
31 By: \_\_\_\_\_  
32 John G. Warner, Mayor  
33  
34

35 ATTEST:  
36  
37  
38

39 \_\_\_\_\_  
40 Mary Jean Loufek, CMC,  
41 Town Clerk  
42  
43  
44  
45  
46  
47  
48

# Memorandum

To: Town Council

From: Jennifer Cram, Planner II

Date: May 6, 2009

Re: Special Permit for Arts District of Breckenridge Pit Firing Workshop and Barrel Firings with Tin Shop Guest Artist

In conjunction with proposed workshops with Tin Shop guest artist Syma on Wednesday, May 27<sup>th</sup>, Wednesday, June 3<sup>rd</sup>, Wednesday, June 10<sup>th</sup> and Saturday, June 13<sup>th</sup> we would like to be able to fire ceramic vessels in a barrel. We also have the annual pit-firing workshop with guest artist Sumi von Dassow on Saturday and Sunday June 6<sup>th</sup> and 7<sup>th</sup> where we would like to pit-fire hand built vessels. All ceramic artwork will be constructed as part of workshops within the Arts District prior to the barrel firings and pit-firing. The barrel firings will take place at 10:00 am each morning and last about two hours. The pit-firing is scheduled for Saturday, June 7<sup>th</sup> from approximately 10:00 am – 3:00 pm in the gravel parking lot on the corner of Washington Avenue and South Ridge Street. We may also try to construct the pit this year within the Arts District behind Fuqua, between the alley and the Quandary Antiques building to avoid interruption of parking and to have a more permanent location for pit-firings. The pit will be dug by Public Works the week of June 1<sup>st</sup>. The two metal barrels already exist in the Arts District and were used successfully last year several times. The pit measures 4' x 4' per Sumi von Dassow's specifications. Staff, Syma and/or Sumi von Dassow and workshop participants will be present the entire time the barrels and pit-fire are burning. All fires within the barrels will be completely extinguished once vessels are fired to get desired color. The pit-fire will also be completely extinguished once the ceramic vessels have burned to the appropriate temperature (approximately 5 hours). The ceramic vessels will be unearthed on Sunday, June 7<sup>th</sup> and if used, the gravel parking lot will be returned to its previous condition. This will be the sixth year that we have done a pit-firing in the Arts District.

The current Town Code (Section 5-5-3) prohibits open burning within town limits. However, Section 5-5-5 allows the Town Council to grant a special permit to authorize open burning. Specifically, Section 5-5-5 states:

*Notwithstanding the provisions of section 5-5-3 of this chapter, the town council shall have the authority to issue a special permit for the purpose of authorizing open burning within the town. An application for such a permit shall be made in writing to the town council and shall state the date, time, location and purpose of such fire, and a description of all safety and precautionary measures planned. The town council shall act upon such request at its next regularly scheduled*

*meeting following receipt of the completed application. The town council may grant such application if it finds that there are special and unique circumstances which justify granting the application. All open burning conducted within the town pursuant to a special permit issued pursuant to this section shall be conducted in accordance with the rules pertaining to open burning contained in the town's fire code. The town council may impose such other reasonable conditions upon a special permit as it shall determine to be necessary to adequately protect the health, safety and welfare of the town and its inhabitants. It shall be unlawful for any person to conduct any open burning within the town in violation of the terms and conditions of a special permit issued pursuant to this section. (Ord. 21, Series 1994)*

Fuel for the barrel firings will consist of newspaper and wood shavings. Fuel for the proposed pit-fire will consist of hard wood scraps, wood shavings and aspen to provide the correct temperature to fire the ceramic vessels. Since the barrel firings and pit-fire is proposed in the gravel parking lot, or open area within the Arts District as noted above, a defensible space from any other fuel sources is secured. Staff believes the barrel firings and pit-fire will be well contained, and will not present a threat of spreading.

We have already discussed this proposal with the Public Works Department and the Red, White & Blue Fire Department. A special permit from the Town Council is the only outstanding issue.

Following is a motion that the Town Council may like to use to approve the special permit:

*“I move to approve a special permit to allow four barrel firings on May 27<sup>th</sup>, June 3<sup>rd</sup>, 10<sup>th</sup> and 13<sup>th</sup> and a pit-fire on June 7<sup>th</sup>, 2009, within the Arts District of Breckenridge as part of a scheduled workshops. All burning at the barrel firings and pit-fire shall comply with the “Open Burning” requirements of Section 307 of the International Fire Code, 2000 Edition. In addition, the Town shall obtain an open burning permit from the Red, White & Blue Fire Department.”*



## 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.*

### **MAY 2009**

Tuesday, May 12; 3:00/7:30pm	First Meeting of the Month
Saturday, May 16	Town Clean Up Day
Tuesday, May 26; 1:30pm	Council Mini-Retreat
Tuesday, May 26; 7:30pm SESSION	Second Meeting of Month/NO WORK
Tuesday, March 31; 5:30-8:30	FDRD Annual Party & Membership Drive

### **JUNE 2009**

Tuesday, June 9 12; 3:00/7:30pm	First Meeting of the Month
Tuesday, June 23; 3:00/7:30pm	Second Meeting of the Month

### **OTHER MEETINGS**

2 <sup>nd</sup> & 4 <sup>th</sup> Tuesday of the Month; 7:00pm	Planning Commission; Council Chambers
1 <sup>st</sup> Wednesday of the Month; 4:00pm	Public Art Commission; 3 <sup>rd</sup> floor Conf Room
3 <sup>rd</sup> Monday of the Month; 5:30pm	BOSAC; Council Chambers
2 <sup>nd</sup> & 4 <sup>th</sup> Tuesday of the Month; 1:30pm	Board of County Commissioners; County
3 <sup>rd</sup> Thursday of the Month; 7:00pm	Red White and Blue; Main Fire Station
2 <sup>nd</sup> Thursday of the Month; 5:30pm	Sanitation District;
Last Wednesday of the Month; 8am	Breckenridge Resort Chamber; BRC Offices
4 <sup>th</sup> Wednesday of the Month; 9am	Summit Combined Housing Authority;
2 <sup>nd</sup> Wednesday of the Month; 12 pm	Breckenridge Heritage Alliance



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