



**BRECKENRIDGE TOWN COUNCIL  
2009 BUDGET RETREAT  
Tuesday, May 26, 2009  
1:30 – 5:00  
Police Department Conference Room**

**PLEASE BRING YOUR 2009 BUDGET BOOK**

**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.*

**1:30- 2:00 Financials**

- Review 2008 Funds and Current Financials

**2:00 - 3:15 Budget Review**

- Review of 2009 CIP
- 2009 Budget Projects
- Reminder of current enacted measures (Tier II)
- Overview of potential Tier III and Tier IV options for 2009 and other funds

**3:30 - 5:00 Council Discussion**

- Lockbox - what it means
- Planning for 2010

**5:00 Wrap up and adjourn**

Meet back at town hall at 7:30 for regularly scheduled Town Council meeting.

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INTEROFFICE MEMORANDUM

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**TO:** TIM GAGEN, TOWN MANAGER  
**FROM:** CLERK AND FINANCE DIVISION  
**SUBJECT:** APRIL 2009 FINANCIAL STATUS REPORT  
**DATE:** 05/19/2009

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This report summarizes the financial condition of the Town of Breckenridge for the period January 1, 2009 through April 30, 2009 (33.33% of the fiscal year). The report includes:

- Benchmark comparisons between prior and current year of the Town's twelve funds. Percentage variances compare the Town's present revenue streams and expenditures to both historical levels and year-to-date budget (*see attachments "All Funds" and "All Funds Net of Inter-Fund Transfers"*).
- Review of the Excise Tax Fund (*see attachment "Excise Tax Fund"*).
- Review of the General Fund – both consolidated revenue categories and department expenditures (*see attachment "General Fund"*).
- A series of tax reports and related business activity and business sector reports.

Comments below are limited to funds with a variance 5% or greater from the prior year.

**Revenue Variances by Fund:**

**GENERAL FUND.** Investment Income for 2009 is lower than 2008 due to interest rates. 2009 Miscellaneous Income is lower than 2008 primarily due to changes in accounting for reimbursements for fuel provided to other organizations. Charges for Services are higher in 2008 primarily due to building plan review fees of a large developer. Licenses and Permits are lower than 2008 due primarily to building permits. Intergovernmental Revenue is higher than 2008 due to the timing of receipt of Summit Stage revenue. Fines/Forfeitures are higher than 2008 due primarily to parking tickets and traffic fines. 2009 year-to-date General Fund revenue (net of transfers) is lower than 2008 by 14%.

**CAPITAL FUND.** 2008 revenues are higher than 2009 due to transfers from the Excise Fund which are budgeted to be less than 2008, parking district assessment revenues, contributions for the RWC roof, and investment income.

**MARKETING FUND.** 2008 revenues are higher than 2009 due primarily to sales and accommodations taxes and the timing of collections of business license fees.

**GOLF FUND.** 2008 revenues are higher than 2009 primarily due to transfers from the Excise Tax Fund, which are not budgeted for 2009.

**EXCISE TAX FUND.** 2009 revenues are lower than 2008 due primarily to RETT, accommodations taxes, and sales taxes. The series of tax reports provides more information. The major difference between the sales tax revenue reported on this report and the sales tax collection report is the delay in receipt of the County sales tax received from the State the following month.

**AFFORDABLE HOUSING FUND.** Although 2009 sales tax revenues are down, overall 2009 revenues are higher than 2008 due primarily to SHA Development Impact Fees.

**OPEN SPACE FUND.** 2008 revenues are higher than 2009 primarily due to sales tax and the Cucumber Gulch State Grant.

**GARAGE SERVICES FUND.** 2009 revenues are higher than 2008 due to internal service revenue from other funds that are budgeted to be higher.

**FACILITIES MAINTENANCE FUND.** Revenues are derived from other funds associated with primary use of the facility, and are budgeted to be less than 2008.

**SPECIAL PROJECTS FUND.** Revenues are derived through transfers from the Excise Fund, and are budgeted to be less than 2008.

#### **Expenditure Variances by Fund:**

**GENERAL FUND.** Community Development expenditures for 2009 are lower than 2008 primarily due to consultant fees and professional development/training costs. Finance expenditures are lower than 2008 primarily due to personnel costs. Parking and Transit expenditures are lower than 2008 due to the parking activity being transferred to the Police Department, and Police expenditures are higher than 2008 primarily for the same reason. Recreation expenditures for 2008 are higher than 2009 primarily due to building improvements, advertising expenses, and refunds of medical expenses. Miscellaneous expenditures are higher than 2008 due to grants to other agencies that are budgeted to be higher. 2008 Debt Service expenditure was for the issuance costs of the 2008 Refunding Bond.

**WATER FUND.** 2008 expenditures are higher than 2009 due primarily to SCADA capital expenditures and repair and maintenance expenditures. YTD actual is significantly lower than YTD Budget due to timing of large capital projects.

**CAPITAL FUND.** 2008 expenditures for this period are higher than 2009 due primarily to the RWC roof and childcare facility expenditures in 2008. Expenses are incurred as construction occurs and are subject to the timing of construction. For that reason, historical comparisons are not always useful. In addition, current year "YTD Budget" column is modeled upon last year's spending pattern, and may not always reflect this year's spending activity (YTD Actual).

**MARKETING FUND.** Expenditures are primarily for contracted services (BRC) and contributions to community organizations. 2009 expenditures are higher than 2008 due primarily to BRC's supplemental winter marketing campaign.

**GOLF FUND.** 2008 expenditures for this period are higher than 2009 due primarily to capital expenditures for landscape equipment. In addition, current year "YTD Budget" column is modeled upon last year's spending pattern, and may not always reflect this year's spending activity (YTD Actual).

**EXCISE TAX FUND.** Because the Excise Tax Fund includes transfers to other funds and debt expenditures, any variances between fiscal years is a result of changes in budgeted transfers and changes in debt service payments.

**AFFORDABLE HOUSING FUND.** Fund expenditures represent down payment assistance loans, rental down payment assistance, childcare support, and other affordable housing related

expenditures. 2008 expenditures are higher than 2009 due to payments for property acquisition and childcare support. In addition, current year “YTD Budget” column is modeled upon last year’s spending pattern, and may not always reflect this year’s spending activity (YTD Actual).

**OPEN SPACE FUND.** 2009 expenditures are higher than 2008 due primarily to land acquisition expenditures.

**CONSERVATION TRUST FUND.** 2009 expenditures are budgeted and incurred on a recurring monthly basis, so long as an eligible CIP project has been identified. 2009 is budgeted to be lower than 2008

**GARAGE SERVICES FUND.** 2008 operational expenditures for this period are higher than 2009 due primarily to fuel costs and vehicle repair and maintenance. 2009 capital expenditures are primarily for vehicle purchases. In addition, current year “YTD Budget” column is modeled upon last year’s spending pattern, and may not always reflect this year’s spending activity (YTD Actual).

**INFORMATION TECHNOLOGY FUND.** 2008 expenditures are higher than 2009 due primarily to computer equipment, and computer support and maintenance. In addition, current year “YTD Budget” column is modeled upon last year’s spending pattern, and may not always reflect this year’s spending activity (YTD Actual).

**FACILITIES MAINTENANCE FUND.** 2009 expenditures are for Ice Arena and Golf Course capital improvements.

**SPECIAL PROJECTS FUND.** Expenditures for specified special projects are expended as incurred in this fund, and are budgeted to be less than last year. 2009 expenditures are primarily for the Breckenridge Heritage Alliance.

In Summary, the All Funds Summary reports 2009 YTD revenues approximately 15% lower than 2008 and YTD expenditures approximately 27% lower than 2008.

### **Overview of the Funds.**

**GENERAL FUND.** The General Fund is the chief operating fund of the Town. Revenues are derived from the following sources as a percent of the budget: Recreation Fees 11%, Property Taxes 15%, Miscellaneous Income 3%, Charges for Services 4%, Licenses and Permits 3%, Intergovernmental Revenue and Fines 5%, and Transfers from Other Funds 59%.

**WATER FUND.** Revenues are derived from the following sources, Water Rents, Plant Investment Fees (PIF), Water Service Maintenance Fees (WSMF), Investment Income, and miscellaneous income.

**CAPITAL FUND.** 2009 revenue is derived from a transfer from the Excise Fund, investment income, and various grants for projects.

**MARKETING FUND.** Revenues (net of transfers) are driven by Business Licenses, Accommodations Tax, Sales Tax and transfers from the Excise Tax Fund.

**GOLF FUND.** Revenues consist of residential card sales, greens fees, cart rental, driving range fees, investment income, and clubhouse rent.

**EXCISE TAX FUND.** Sales Tax represents 67.3% of this fund's budgeted revenue, Real Estate Transfer Tax (RETT) 19.6%, Accommodation Tax 8.6%, Investment Income 1.3%, Cigarette and Franchise Taxes 3.2%.

**AFFORDABLE HOUSING FUND.** Revenues are based on sales tax, impact fees, rental of properties owned or leased by the Town, and repayment of housing assistance loans.

**OPEN SPACE FUND.** Revenues are typically derived from sales tax and investment income and development contributions.

**CONSERVATION TRUST FUND.** Revenues are the Town's share of lottery funds and investment income.

**GARAGE SERVICES FUND.** This fund provides for vehicle and equipment maintenance, repair and replacement. Revenue for this fund is derived by charging the departments within the Town a pro-rata cost based on use of Town vehicles.

**INFORMATION TECHNOLOGY FUND.** This fund provides telephone, computer equipment, software licenses, repair, and maintenance of the same. Revenues are derived from charging the departments within the Town a pro-rata cost based on their use of I/T services.

**FACILITIES MAINTENANCE FUND.** This fund has been established to provide funding for maintenance and replacement of capital assets. Expenditures for maintenance and replacement of capital assets occur in this fund.

**SPECIAL PROJECTS FUND.** This fund has been established to provide funding for non-reoccurring and non-routine projects and initiatives.



## Town of Breckenridge

ALL FUNDS  
Current Year to Prior Year Comparison  
YTD Ending: April 2009

	Prior Year			Actual/Actual Pct Variance	Current Year				
	YTD Actual	YE Total	Pct of YE Rec'd/Spent		YTD Actual	YTD Budget	Actual/Budget Pct Variance	Annual Budget	33% of FY Pct of Budget Rec'd/Spent
<b>General Fund</b>	8,358,849	24,336,603	34.35	(5.69)	7,883,280	8,015,554	98.35%	23,385,676	33.71%
<b>Water Fund</b>	931,479	5,066,878	18.38	(4.74)	887,368	993,776	89.29%	3,485,665	25.46%
<b>Capital Fund</b>	1,219,498	3,452,794	35.32	(70.76)	356,533	373,679	95.41%	1,175,032	30.34%
<b>Marketing Fund</b>	593,981	1,586,674	37.44	(12.51)	519,701	620,338	83.78%	1,596,977	32.54%
<b>Golf Fund</b>	122,696	2,450,132	5.01	(41.40)	71,905	69,687	103.18%	2,272,329	3.16%
<b>Excise Tax Fund</b>	7,223,224	19,830,575	36.42	(19.21)	5,835,292	6,413,583	90.98%	18,431,798	31.66%
<b>Affordable Housing Fund</b>	1,014,923	3,313,909	30.63	9.48	1,111,105	946,208	117.43%	3,299,266	33.68%
<b>Open Space Fund</b>	906,350	2,015,747	44.96	(20.89)	717,024	949,232	75.54%	1,920,496	37.34%
<b>Conservation Trust Fund</b>	8,519	36,208	23.53	(2.29)	8,324	6,651	125.15%	30,122	27.63%
<b>Garage Services Fund</b>	690,241	2,938,578	23.49	14.45	789,960	778,476	101.48%	2,336,327	33.81%
<b>Information Services Fund</b>	319,291	957,874	33.33	1.77	324,947	324,947	100.00%	974,841	33.33%
<b>Facilities Maintenance Fund</b>	143,470	569,813	25.18	(46.00)	77,470	77,470	100.00%	232,410	33.33%
<b>Special Projects Fund</b>	756,333	2,269,000	33.33	(55.70)	335,082	335,082	100.00%	1,005,245	33.33%
<b>TOTAL REVENUE</b>	22,288,855	68,824,785	32.38	(15.12)	18,917,991	19,904,681	95.04%	60,146,184	31.45%
<b>General Fund</b>	6,401,058	22,243,114	28.78	(3.29)	6,190,602	6,975,693	88.75%	23,468,221	26.38%
<b>Water Fund</b>	734,555	3,013,788	24.37	(21.68)	575,270	1,905,254	30.19%	5,324,189	10.80%
<b>Capital Fund</b>	2,341,514	9,727,977	24.07	(94.73)	123,407	391,667	31.51%	1,175,000	10.50%
<b>Marketing Fund</b>	636,427	1,553,644	40.96	18.19	752,186	622,160	120.90%	1,770,116	42.49%
<b>Golf Fund</b>	322,587	2,306,435	13.99	(25.61)	239,985	334,763	71.69%	2,354,055	10.19%
<b>Excise Tax Fund</b>	7,064,841	21,746,535	32.49	(14.46)	6,043,554	6,043,554	100.00%	18,696,803	32.32%
<b>Affordable Housing Fund</b>	1,404,694	2,675,996	52.49	(77.92)	310,110	1,108,028	27.99%	3,396,585	9.13%
<b>Open Space Fund</b>	842,818	2,855,811	29.51	12.89	951,476	608,203	156.44%	2,079,899	45.75%
<b>Conservation Trust Fund</b>	15,000	45,000	33.33	(31.11)	10,333	10,333	100.00%	31,000	33.33%
<b>Garage Services Fund - Ops</b>	516,455	1,340,229	38.53	(36.92)	325,762	449,185	72.52%	1,503,698	21.66%
<b>Garage Services Fund - Capital</b>	1,068,321	1,839,073	58.09	(88.49)	122,992	43,479	282.88%	432,884	28.41%
<b>Information Services Fund</b>	321,914	905,006	35.57	(34.71)	210,172	295,830	71.04%	774,948	27.12%
<b>Facilities Maintenance Fund</b>	0	0	n/m	n/m	43,117	0	n/m	194,632	22.15%
<b>Special Projects Fund</b>	584,854	2,055,864	28.45	(32.19)	396,581	335,082	118.35%	1,005,245	39.45%
<b>TOTAL EXPENDITURES</b>	22,255,037	72,308,472	30.78	(26.78)	16,295,547	19,123,232	85.21%	62,207,275	26.20%



**Town of Breckenridge**  
 ALL FUNDS NET OF INTER-FUND TRANSFERS  
 Current Year to Prior Year Comparison  
 YTD Ending: April 2009

	Prior Year			Actual/Actual Pct Variance	Current Year				33% of FY Pct of Budget Rec'd/Spent
	YTD Actual	YE Total	Pct of YE Rec'd/Spent		YTD Actual	YTD Budget	Actual/Budget Pct Variance	Annual Budget	
<b>General Fund</b>	3,800,135	10,660,458	35.65	(14.13)	3,263,135	3,395,409	96.10%	9,525,241	34.26%
<b>Water Fund</b>	931,479	5,066,878	18.38	(4.74)	887,368	993,776	89.29%	3,485,665	25.46%
<b>Capital Fund</b>	365,832	891,794	41.02	(86.19)	50,533	67,679	74.67%	257,032	19.66%
<b>Marketing Fund</b>	493,981	1,286,674	38.39	(24.18)	374,535	475,338	78.79%	1,161,977	32.23%
<b>Golf Fund</b>	39,363	2,200,132	1.79	82.67	71,905	69,687	103.18%	2,272,329	3.16%
<b>Excise Tax Fund</b>	7,223,224	19,830,575	36.42	(19.21)	5,835,292	6,413,583	90.98%	18,431,798	31.66%
<b>Affordable Housing Fund</b>	227,443	951,468	23.90	46.62	333,466	168,569	197.82%	966,348	34.51%
<b>Open Space Fund</b>	906,350	2,015,747	44.96	(20.89)	717,024	949,232	75.54%	1,920,496	37.34%
<b>Conservation Trust Fund</b>	8,519	36,208	23.53	(2.29)	8,324	6,651	125.15%	30,122	27.63%
<b>Garage Services Fund</b>	12,740	848,260	1.50	32.38	16,864	667	2529.61%	2,900	581.52%
<b>Information Services Fund</b>	0	0	n/m	n/m	0	0	n/m	0	n/m
<b>Facilities Maintenance Fund</b>	0	139,403	0.00	n/m	0	0	n/m	0	n/m
<b>Special Projects Fund</b>	0	0	0.00	n/m	0	0	n/m	0	n/m
<b>TOTAL REVENUE</b>	14,009,066	43,927,597	31.89	(17.49)	11,558,446	12,540,589	92.17%	38,053,908	30.37%
<b>General Fund</b>	5,384,366	19,191,852	28.06	(5.81)	5,071,694	5,854,239	86.63%	20,372,578	24.89%
<b>Water Fund</b>	581,918	2,555,879	22.77	(28.28)	417,379	1,747,363	23.89%	4,850,518	8.60%
<b>Capital Fund</b>	2,341,514	9,727,977	24.07	(94.73)	123,407	391,667	31.51%	1,175,000	10.50%
<b>Marketing Fund</b>	636,427	1,553,644	40.96	18.19	752,186	622,160	120.90%	1,770,116	42.49%
<b>Golf Fund</b>	293,945	2,220,508	13.24	(26.63)	215,661	310,439	69.47%	2,333,550	9.24%
<b>Excise Tax Fund</b>	756,333	2,821,013	26.81	(55.70)	0	167	0.00%	566,640	0.00%
<b>Affordable Housing Fund</b>	1,404,694	2,675,996	52.49	(77.92)	310,110	1,108,028	27.99%	3,396,585	9.13%
<b>Open Space Fund</b>	840,919	2,850,114	29.50	13.02	950,371	607,099	156.54%	2,076,586	45.77%
<b>Conservation Trust Fund</b>	0	0	n/m	n/m	0	0	n/m	0	n/m
<b>Garage Services Fund - Ops</b>	516,455	1,340,229	38.53	(36.92)	325,762	444,471	73.29%	1,503,698	21.66%
<b>Garage Services Fund - Capital</b>	1,068,321	1,839,073	58.09	(88.49)	122,992	43,479	282.88%	432,884	28.41%
<b>Information Services Fund</b>	321,834	904,764	35.57	(34.97)	209,290	294,949	70.96%	772,303	27.10%
<b>Facilities Maintenance Fund</b>	0	0	n/m	n/m	43,117	0	n/m	194,632	22.15%
<b>Special Projects Fund</b>	584,854	2,055,864	28.45	(32.19)	396,581	335,082	118.35%	1,005,245	39.45%
<b>TOTAL EXPENDITURES</b>	14,731,579	49,736,912	29.62	(37.05)	8,938,550	11,759,143	76.01%	40,450,335	22.10%



## Town of Breckenridge

GENERAL FUND  
Current Year to Prior Year Comparison  
YTD Ending: April 2009

	Prior Year			Actual/Actual Pct Variance	Current Year			33% of FY	
	YTD Actual	YE Total	Pct of YE Rec'd/Spent		YTD Actual	YTD Budget	Actual/Budget Pct Variance	Annual Budget	Pct of Budget Rec'd/Spent
<b>REVENUES</b>									
Recreation Fees	977,734	2,677,962	36.51	1.71	994,473	943,959	105.35%	2,600,545	38.24%
Property Tax	1,268,980	3,416,289	37.14	(5.02)	1,205,340	1,289,836	93.45%	3,481,699	34.62%
Investment Income	248,532	676,808	36.72	(80.83)	47,653	138,547	34.39%	389,939	12.22%
Miscellaneous Income	105,523	191,316	55.16	(28.78)	75,150	72,831	103.18%	191,287	39.29%
Charges For Services	662,133	1,420,626	46.61	(41.35)	388,373	416,067	93.34%	910,101	42.67%
Licenses and Permits	140,915	1,090,324	12.92	(50.11)	70,305	120,872	58.16%	684,261	10.27%
Intergovernmental	290,409	884,857	32.82	18.61	344,465	325,138	105.94%	974,809	35.34%
Fines/Forfeitures	105,908	302,277	35.04	29.71	137,376	88,158	155.83%	292,600	46.95%
Transfers In	4,558,715	13,676,145	33.33	1.35	4,620,145	4,620,145	100.00%	13,860,435	33.33%
<b>Revenues</b>	<b>8,358,849</b>	<b>24,336,603</b>	<b>34.35</b>	<b>(5.69)</b>	<b>7,883,280</b>	<b>8,015,554</b>	<b>98.35%</b>	<b>23,385,676</b>	<b>33.71%</b>
<b>EXPENDITURES</b>									
General Government	612,565	2,140,826	28.61	(0.92)	606,936	652,535	93.01%	2,240,612	27.09%
Community Development	498,847	1,775,407	28.10	(8.17)	458,082	529,691	86.48%	1,812,323	25.28%
Engineering	135,815	508,275	26.72	(2.12)	132,932	111,871	118.83%	342,261	38.84%
Finance	329,796	1,098,501	30.02	(7.44)	305,258	339,344	89.96%	1,205,347	25.33%
Parking and Transit	895,936	2,785,537	32.16	(12.18)	786,787	820,903	95.84%	2,573,641	30.57%
Police	983,208	3,507,756	28.03	15.67	1,137,243	1,196,147	95.08%	3,962,706	28.70%
Public Works	1,410,657	4,935,223	28.58	(2.75)	1,371,827	1,609,635	85.23%	5,424,468	25.29%
Recreation	1,420,432	4,795,360	29.62	(10.54)	1,270,738	1,424,009	89.24%	4,839,629	26.26%
Miscellaneous	103,400	135,700	76.20	16.83	120,800	291,558	41.43%	516,209	23.40%
Debt Service	10,400	560,529	1.86	(100.00)	0	0	n/m	551,024	0.00%
Transfers Out	0	0	n/m	n/m	0	0	n/m	0	n/m
<b>Expenditures</b>	<b>6,401,058</b>	<b>22,243,114</b>	<b>28.77</b>	<b>(3.29)</b>	<b>6,190,602</b>	<b>6,975,693</b>	<b>88.75%</b>	<b>23,468,221</b>	<b>26.38%</b>
<b>Rev Over(Under) Exp</b>	<b>1,957,791</b>	<b>2,093,489</b>		<b>(13.55)</b>	<b>1,692,677</b>				
<b>Jan. 1 2009 Fund Balance</b>					<b>11,970,176</b>				
Operating Reserve					-5,800,000				
Tabor Reserve					-700,000				
Debt Service Reserve					-1,200,000				
Medical Reserve					-500,000				
<b>Unaudited Balance</b>					<b>5,462,853</b>				





## Town of Breckenridge

EXCISE FUND

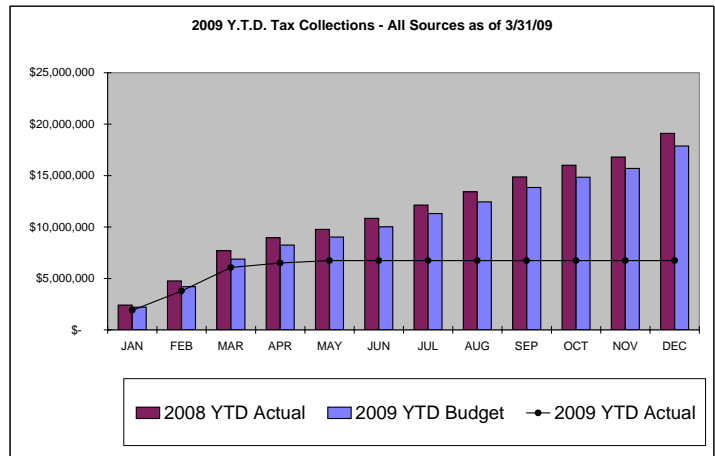
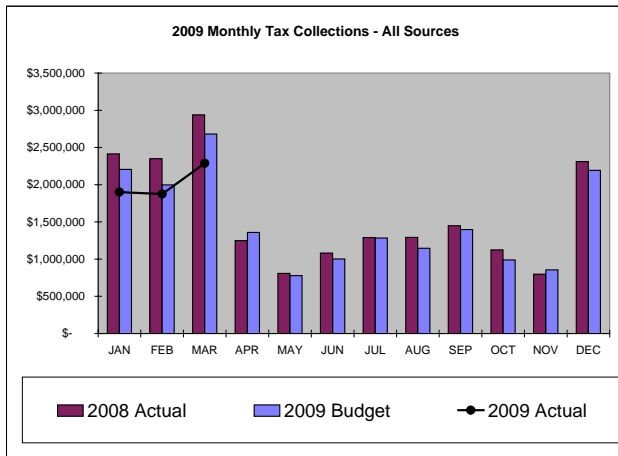
Current Year to Prior Year Comparison

YTD Ending: April 2009

	<i>Prior Year</i>			<i>Actual/Actual Pct Variance</i>	<i>Current Year</i>			<i>33% of FY</i>	
	<i>YTD Actual</i>	<i>YE Total</i>	<i>Pct of YE Rec'd/Spent</i>		<i>YTD Actual</i>	<i>YTD Budget</i>	<i>Actual/Budget Pct Variance</i>	<i>Annual Budget</i>	<i>Pct of Budget Rec'd/Spent</i>
<b>Sales Tax</b>	4,614,087	13,291,229	34.72	(15.89)	3,881,085	4,108,987	94.45%	12,401,702	31.29%
<b>Accomodations Taxes</b>	1,067,911	1,783,019	59.89	(25.24)	798,350	856,117	93.25%	1,589,663	50.22%
<b>RETT</b>	1,234,222	3,733,785	33.06	(31.42)	846,370	1,191,693	71.02%	3,605,128	23.48%
<b>Miscellaneous Taxes</b>	175,329	714,483	24.54	65.75	290,603	174,124	166.89%	588,500	49.38%
<b>Investment Income</b>	131,675	308,060	42.74	(85.66)	18,886	82,663	22.85%	246,805	7.65%
<b>TOTAL REVENUE</b>	7,223,224	19,830,575	36.42	(19.21)	5,835,292	6,413,583	90.98%	18,431,798	31.66%
<b>Transfers</b>	7,064,841	21,194,522	33.33	(14.26)	6,057,721	6,057,721	100.00%	18,130,163	33.41%
<b>Debt Service</b>	0	552,013	0.00	n/m	0	167	0.00%	566,640	0.00%
<b>TOTAL EXPENDITURES</b>	7,064,841	21,746,535	32.49	(14.26)	6,057,721	6,057,888	100.00%	18,696,803	32.40%
<b>YTD EXCESS/(DEFICIT)</b>	158,383	-1,915,959			-222,429				
<b>Jan. 1 2009 Fund Balance</b>					10,008,355				
<b>Reserved for Debt Service</b>					-900,000				
<b>UNAUDITED BALANCE</b>					8,885,926				

**TOWN OF BRECKENRIDGE**  
**CASH TAX COLLECTIONS - ALL SOURCES - SALES, LODGING, RETT, ACCOMMODATIONS**  
**REPORTED IN THE PERIOD EARNED**

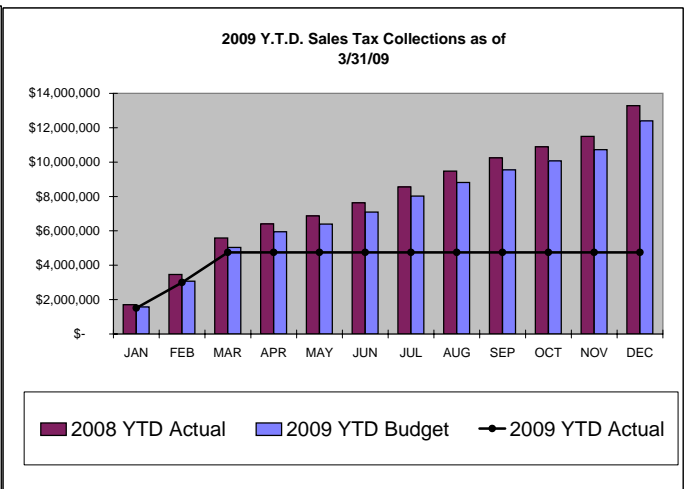
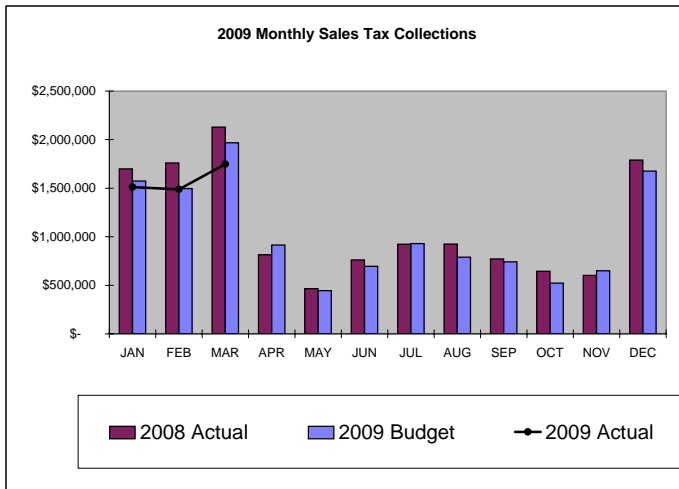
Sales Period	2008 Collections			2009 Budget			2009 Monthly			2009 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2008	% of Budget	Actual	% Change from 2008	% of Budget
JAN	\$ 2,414,468	\$ 2,414,468	12.6%	\$ 2,206,630	\$ 2,206,630	12.3%	\$ 1,900,914	-21.3%	86.1%	\$ 1,900,914	-21.3%	10.6%
FEB	\$ 2,350,505	\$ 4,764,973	24.9%	\$ 1,996,244	\$ 4,202,874	23.5%	\$ 1,875,325	-20.2%	93.9%	\$ 3,776,239	-20.8%	21.1%
MAR	\$ 2,939,707	\$ 7,704,680	40.3%	\$ 2,680,714	\$ 6,883,589	38.5%	\$ 2,288,316	-22.2%	85.4%	\$ 6,064,555	-21.3%	33.9%
APR	\$ 1,249,210	\$ 8,953,890	46.9%	\$ 1,357,940	\$ 8,241,529	46.1%	\$ 442,039	-64.6%	32.6%	\$ 6,506,594	-27.3%	36.4%
MAY	\$ 808,893	\$ 9,762,783	51.1%	\$ 777,466	\$ 9,018,994	50.4%	\$ 231,177	-71.4%	29.7%	\$ 6,737,771	-31.0%	37.7%
JUN	\$ 1,081,794	\$ 10,844,577	56.7%	\$ 1,002,387	\$ 10,021,381	56.0%	\$ -	n/a	0.0%	\$ 6,737,771	-37.9%	37.7%
JUL	\$ 1,290,595	\$ 12,135,172	63.5%	\$ 1,283,829	\$ 11,305,210	63.2%	\$ -	n/a	0.0%	\$ 6,737,771	-44.5%	37.7%
AUG	\$ 1,291,414	\$ 13,426,586	70.3%	\$ 1,144,904	\$ 12,450,114	69.6%	\$ -	n/a	0.0%	\$ 6,737,771	-49.8%	37.7%
SEP	\$ 1,449,347	\$ 14,875,933	77.8%	\$ 1,396,497	\$ 13,846,611	77.4%	\$ -	n/a	0.0%	\$ 6,737,771	-54.7%	37.7%
OCT	\$ 1,124,711	\$ 16,000,644	83.7%	\$ 988,792	\$ 14,835,403	83.0%	\$ -	n/a	0.0%	\$ 6,737,771	-57.9%	37.7%
NOV	\$ 798,324	\$ 16,798,968	87.9%	\$ 854,627	\$ 15,690,030	87.7%	\$ -	n/a	0.0%	\$ 6,737,771	-59.9%	37.7%
DEC	\$ 2,310,707	\$ 19,109,675	100.0%	\$ 2,192,063	\$ 17,882,093	100.0%	\$ -	n/a	0.0%	\$ 6,737,771	-64.7%	37.7%



<b>Prior Year Actual and Current Year Budget Variances</b>					
	TOTAL	Sales	Accommodations	RETT	Housing
vs. Mar 08 Actual	(651,391)	(381,198)	(110,849)	(151,242)	(8,102)
vs. Mar 09 Budget	(392,398)	(218,638)	(35,733)	(139,631)	1,604
vs. YTD 08 Actual	(1,640,125)	(840,924)	(269,561)	(503,363)	(26,277)
vs. YTD 09 Budget	(819,034)	(289,665)	(57,768)	(472,086)	485

**TOWN OF BRECKENRIDGE  
SALES TAX COLLECTIONS  
REPORTED IN THE PERIOD EARNED**

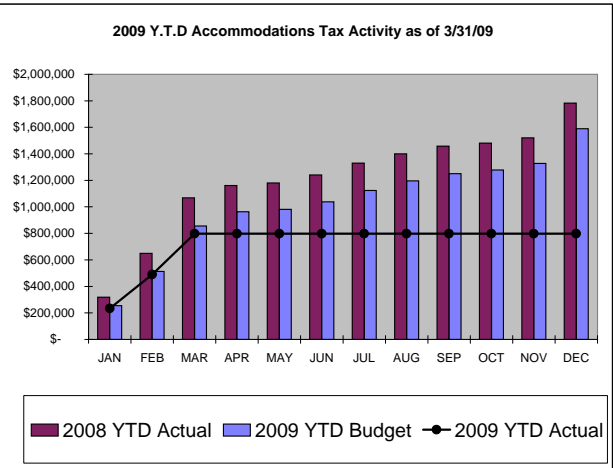
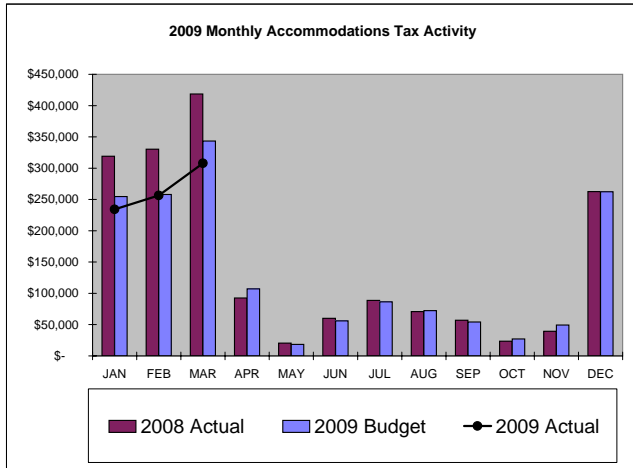
Sales Period	2008 Collections			2009 Budget			2009 Monthly			2009 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2008	% of Budget	Actual	% Change from 2008	% of Budget
JAN	\$ 1,699,052	\$ 1,699,052	12.8%	\$ 1,574,195	\$ 1,574,195	12.7%	\$ 1,511,000	-11.1%	96.0%	\$ 1,511,000	-11.1%	12.2%
FEB	1,759,932	3,458,985	26.0%	1,496,091	3,070,286	24.8%	1,488,258	-15.4%	99.5%	2,999,259	-13.3%	24.2%
MAR	2,129,985	5,588,969	42.1%	1,967,425	5,037,711	40.6%	1,748,787	-17.9%	88.9%	4,748,046	-15.0%	38.3%
APR	814,209	6,403,179	48.2%	914,797	5,952,508	48.0%		n/a	0.0%	4,748,046	-25.8%	38.3%
MAY	464,918	6,868,097	51.7%	445,750	6,398,258	51.6%		n/a	0.0%	4,748,046	-30.9%	38.3%
JUN	761,897	7,629,994	57.4%	695,674	7,093,932	57.2%		n/a	0.0%	4,748,046	-37.8%	38.3%
JUL	922,613	8,552,607	64.4%	929,455	8,023,387	64.7%		n/a	0.0%	4,748,046	-44.5%	38.3%
AUG	924,291	9,476,897	71.3%	788,750	8,812,137	71.1%		n/a	0.0%	4,748,046	-49.9%	38.3%
SEP	770,561	10,247,459	77.1%	741,531	9,553,668	77.0%		n/a	0.0%	4,748,046	-53.7%	38.3%
OCT	644,680	10,892,138	82.0%	522,493	10,076,161	81.2%		n/a	0.0%	4,748,046	-56.4%	38.3%
NOV	601,530	11,493,668	86.5%	649,337	10,725,498	86.5%		n/a	0.0%	4,748,046	-58.7%	38.3%
DEC	\$ 1,789,075	\$ 13,282,743	100.0%	\$ 1,676,204	12,401,702	100.0%		n/a	0.0%	\$ 4,748,046	-64.3%	38.3%



**TOWN OF BRECKENRIDGE  
ACCOMMODATION 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	\$ 319,027	\$ 319,027	17.9%	\$ 254,720	\$ 254,720	16.0%	\$ 234,107	-26.6%	91.9%	\$ 234,107	-26.6%	14.7%
FEB	330,262	649,289	36.4%	257,892	512,612	32.2%	256,470	-22.3%	99.4%	490,577	-24.4%	30.9%
MAR	418,622	1,067,911	59.9%	343,506	856,117	53.9%	307,773	-26.5%	89.6%	798,350	-25.2%	50.2%
APR	92,660	1,160,571	65.1%	107,159	963,276	60.6%	n/a	0.0%		798,350	-31.2%	50.2%
MAY	20,413	1,180,984	66.2%	18,397	981,674	61.8%	n/a	0.0%		798,350	-32.4%	50.2%
JUN	60,094	1,241,078	69.6%	55,869	1,037,543	65.3%	n/a	0.0%		798,350	-35.7%	50.2%
JUL	88,754	1,329,831	74.6%	86,546	1,124,089	70.7%	n/a	0.0%		798,350	-40.0%	50.2%
AUG	70,749	1,400,580	78.6%	72,430	1,196,519	75.3%	n/a	0.0%		798,350	-43.0%	50.2%
SEP	57,015	1,457,595	81.7%	54,323	1,250,842	78.7%	n/a	0.0%		798,350	-45.2%	50.2%
OCT	23,615	1,481,210	83.1%	27,148	1,277,990	80.4%	n/a	0.0%		798,350	-46.1%	50.2%
NOV	39,286	1,520,496	85.3%	49,398	1,327,389	83.5%	n/a	0.0%		798,350	-47.5%	50.2%
DEC	\$ 262,520	\$ 1,783,016	100.0%	\$ 262,274	1,589,663	100.0%	n/a	0.0%		\$ 798,350	-55.2%	50.2%

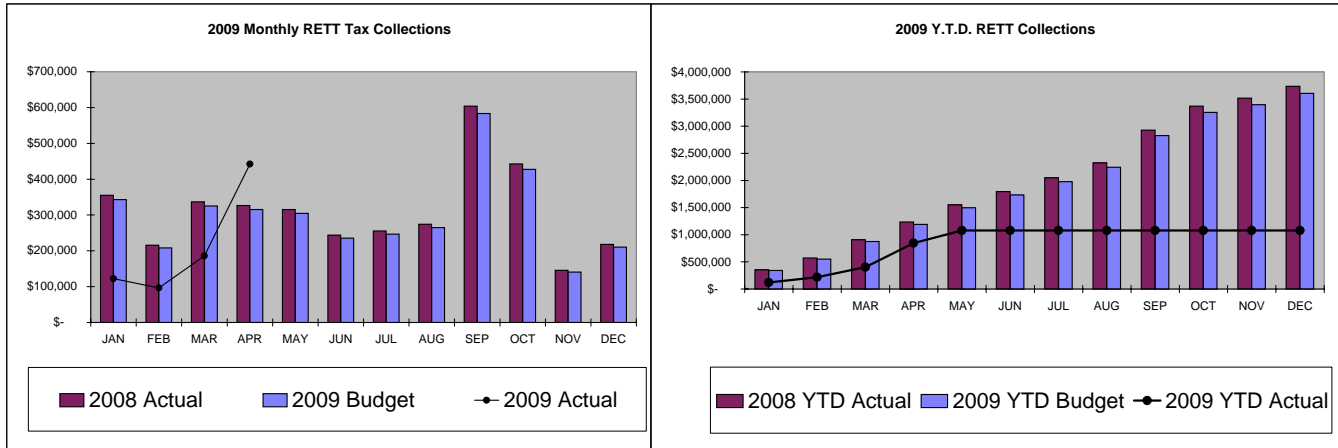
Accommodation tax amounts reflect collections at the 2% rate.



**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%	231,177	-26.7%	75.9%	1,077,553	-30.5%	29.9%
JUN	243,969	1,793,685	48.0%	235,562	1,731,879	48.04%	-	n/a	0.0%	1,077,553	-39.9%	29.9%
JUL	255,305	2,048,990	54.9%	246,508	1,978,387	54.88%	-	n/a	0.0%	1,077,553	-47.4%	29.9%
AUG	274,442	2,323,432	62.2%	264,985	2,243,372	62.23%	-	n/a	0.0%	1,077,553	-53.6%	29.9%
SEP	604,037	2,927,469	78.4%	583,223	2,826,596	78.40%	-	n/a	0.0%	1,077,553	-63.2%	29.9%
OCT	442,830	3,370,299	90.3%	427,571	3,254,167	90.26%	-	n/a	0.0%	1,077,553	-68.0%	29.9%
NOV	145,549	3,515,848	94.2%	140,534	3,394,701	94.16%	-	n/a	0.0%	1,077,553	-69.4%	29.9%
DEC	\$ 217,937	\$ 3,733,785	100.0%	\$ 210,427	\$ 3,605,128	100.00%	\$ -	n/a	0.0%	\$ 1,077,553	-71.1%	29.9%

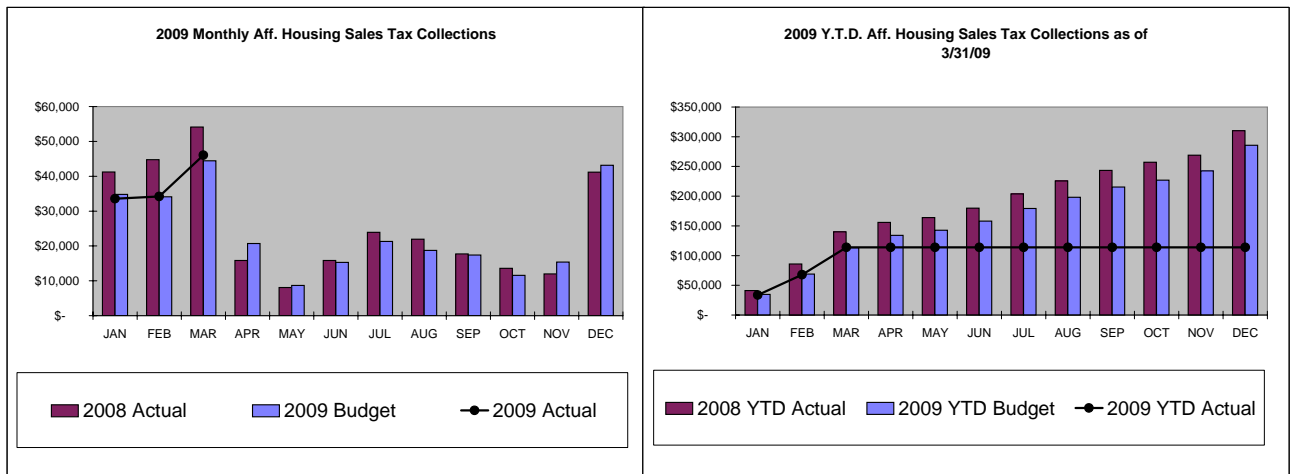
May figures are as of end of day 5/18/09



**TOWN OF BRECKENRIDGE  
AFFORDABLE HOUSING SALES 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	\$ 41,210	\$ 41,210	13.3%	\$ 34,776	\$ 34,776	12.2%	\$ 33,562	-18.6%	96.5%	\$ 33,562	-18.6%	11.8%
FEB	44,745	85,955	14.4%	34,123	68,899	11.9%	34,218	-23.5%	100.3%	67,780	-21.1%	23.7%
MAR	54,144	140,099	17.5%	44,438	113,337	15.6%	46,042	-15.0%	103.6%	113,822	-18.8%	39.9%
APR	15,820	155,919	5.1%	20,714	134,051	7.3%	-	n/a	0.0%	113,822	-27.0%	39.9%
MAY	8,068	163,987	2.6%	8,695	142,746	3.0%	-	n/a	0.0%	113,822	-30.6%	39.9%
JUN	15,834	179,821	5.1%	15,281	158,027	5.4%	-	n/a	0.0%	113,822	-36.7%	39.9%
JUL	23,923	203,744	7.7%	21,320	179,347	7.5%	-	n/a	0.0%	113,822	-44.1%	39.9%
AUG	21,933	225,676	7.1%	18,738	198,085	6.6%	-	n/a	0.0%	113,822	-49.6%	39.9%
SEP	17,733	243,410	5.7%	17,420	215,505	6.1%	-	n/a	0.0%	113,822	-53.2%	39.9%
OCT	13,587	256,997	4.4%	11,580	227,085	4.1%	-	n/a	0.0%	113,822	-55.7%	39.9%
NOV	11,959	268,956	3.9%	15,358	242,443	5.4%	-	n/a	0.0%	113,822	-57.7%	39.9%
DEC	\$ 41,175	\$ 310,131	13.3%	\$ 43,157	285,600	15.1%	\$ -	n/a	0.0%	\$ 113,822	-63.3%	39.9%

Affordable Housing Sales Tax reflects money distributed to the Town net of the Housing Authority share and is deposited directly into the Affordable Housing Fund.



Capital Improvement Program Summary 2010 to 2014						
Dept/Project	2010	2011	2012	2013	2014	TOTAL
Administration						
RWC Dumpster Encl. Replacement	50,000	-	-	-	-	50,000
Welcome Center Exhibit Update	-	-	50,000	-	-	50,000
<b>TOTAL</b>	<b>50,000</b>	<b>-</b>	<b>50,000</b>	<b>-</b>	<b>-</b>	<b>100,000</b>
Recreation						
Rec Ctr Major Mtce & Repl	750,000	625,000	625,000	-	-	2,000,000
Rec Ctr Renovation & Upgrades	-	1,000,000	1,000,000	625,000	-	2,625,000
Artificial Turf Field	-	-	885,000	-	-	885,000
<b>TOTAL</b>	<b>750,000</b>	<b>1,625,000</b>	<b>2,510,000</b>	<b>625,000</b>	<b>-</b>	<b>5,510,000</b>
Public Works						
Underground Utilities	150,000	200,000	200,000	200,000	200,000	950,000
Roadway Resurfacing	325,000	340,000	360,000	380,000	400,000	1,805,000
Main Street/Riverwalk	1,500,000	1,500,000	1,000,000	1,000,000	1,000,000	6,000,000
Core Parking Lot Improvements	150,000	2,000,000	-	-	200,000	2,350,000
McCain MP / Implementation	80,000	80,000	80,000	80,000	80,000	400,000
Sidewalks	50,000	50,000	50,000	50,000	50,000	250,000
Town Hall	-	1,000,000	1,500,000	-	-	2,500,000
Blue River Reclam/ACOE	-	300,000	2,750,000	2,750,000	-	5,800,000
Transit Next Bus	-	115,000	-	-	-	115,000
Public Building Energy Improvements	2,000,000	2,000,000	2,000,000	2,000,000	-	8,000,000
Gondola Lot Development Partnership	-	-	-	-	1,000,000	1,000,000
Childcare Facility #2	-	-	-	-	250,000	250,000
Valley Brook Bridge	-	-	-	-	1,450,000	1,450,000
S. Park Avenue Underpass	-	-	-	-	1,650,000	1,650,000
<b>TOTAL</b>	<b>4,255,000</b>	<b>7,585,000</b>	<b>7,940,000</b>	<b>6,460,000</b>	<b>6,280,000</b>	<b>32,520,000</b>
Community Development						
Arts District Improvements	225,000	100,000	100,000	100,000	100,000	625,000
Public Art Commission	100,000	100,000	100,000	100,000	100,000	500,000
<b>TOTAL</b>	<b>325,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>1,125,000</b>
<b>GRAND TOTAL</b>	<b>5,380,000</b>	<b>9,410,000</b>	<b>10,700,000</b>	<b>7,285,000</b>	<b>6,480,000</b>	<b>39,255,000</b>
Funding Sources						
Current Revenue/Reserves	2,919,000	3,500,000	3,500,000	3,500,000	3,500,000	16,919,000
McCain Royalties	80,000	80,000	80,000	80,000	80,000	400,000
ACOE - Blue River Reclamation	-	240,000	2,250,000	2,250,000	-	4,740,000
CDOT-S.Park Underpass	-	-	-	-	1,200,000	1,200,000
Arts District Bldg Grants	50,000	-	-	-	-	50,000
Conservation Trust Transfer	31,000	30,000	30,000	30,000	30,000	151,000
<b>Total</b>	<b>3,080,000</b>	<b>3,850,000</b>	<b>5,860,000</b>	<b>5,860,000</b>	<b>4,810,000</b>	<b>23,460,000</b>

## **CIP Project Scope Narrative**

### **Council Retreat 5-26-09**

**Public Art Commission** – The Public Art Commission is responsible for the acquisition, placement, and maintenance of artistic pieces that are part of the Town's public art collection. The Commission also hosts numerous events including Sculpture on the Blue, the Breckenridge Theatre Gallery, public education projects, and other programs.

**Main Street/Riverwalk Improvements**– The deep utility portion of this project has been completed and the remaining project scope is to place the Intersection bulb outs, landscaping, crosswalks and street furniture. The Main Street master plan that was designed by Design Workshop was approved by the Town Council in 2005. This project is used to fund and construct Riverwalk improvements such as the Bunchman Building

**Town Hall/CMC** – The Town has the right to purchase the old CMC building on Harris Street. One of the potential uses for the building is Town Hall. Currently Council has approved funding for a preliminary study of this building and the existing Town Hall so that the Council can decide if this building is appropriate for the Town Hall.

**Blue River Reclamation (McCain)** – The Blue River between Coyne Valley Road (CR 3) is part of the McCain master plan. This project was being performed in partnership with the Army Corps of Engineers (ACOE). The Federal government placed a moratorium on these types of project around 2003. Recently that moratorium has been lifted but we have not had any indication that this project has been funded. Under the ACOE funding source this project would require a match from the Town of 35% of design and construction.

**Child Care Facility #2** – The Council identified a second child care facility when the child care needs assessment was performed in 2007. The timing of that child care facility is unknown based on how quickly attainable housing is to be built.

**Valley Brook Bridge** – This project is a bridge across the Blue River at Valley Brook Road to replace the existing culverts. The bridge will improve aesthetics and recreation path function by not having bicycles and pedestrians crossing a busy road. The County Wide Hazard Mitigation Plan has identified this river crossing as a potential area of concern. The vehicle traffic on Valley Brook Road is expected to increase in the future due to the development of block 11.

**South Park Underpass** – This project would extend the Riverwalk under Park Avenue to connect to the Village, Main Street Station and the Peak 9 base. The project has been pushed out to future years waiting for alternative funding from CDOT or other sources.

**Arts District** – The Arts District Master Plan was established several years ago. The Fuqua building and Quandary Antiques cabin have completed to date. Future projects include bathrooms in the Burro Barns, Robert Whyte House improvements and additional buildings shown in the master plan. This project typically uses grant funding with a



match from the Town.

**Recreation Major Maintenance/Replacement** – A study was conducted in 2007 which identified some maintenance and system replacements for the Recreation Center. Some of the items have already been completed such as the pool pump room, aquatics upgrades, family locker room and the kitchen. Other projects include the locker room renovation, elevator replacement, skate park repair and fire/alarm protection system upgrade and the lobby security and technology upgrades.

**Recreation Center Upgrade/Renovation** – A study was also conducted to see how the existing facilities are meeting the needs of the users. This study identified some potential upgrades and additions to the facility to make it more appropriate for the current times.

**Artificial Turf Field** – The existing soccer field is natural turf and does not hold up well to the demands placed on it during the summer. This project would replace the natural turf with artificial turf so that it could lengthen the season and expand playing capacity during the season.

## **New CIP Projects**

**Riverwalk Center Trash Enclosure** – The existing dumpster enclosure was not remodeled when the roof was put on the facility. It is in need of repair and upgrading to fit with the new building.

**Transit “Next Bus” Technology** – Providing new technology that allows riders to know when the next bus will arrive has been discussed with the Council previously. This would include installing the backbone for a system that would do that. This could also be expanded in the future if desired.

**Public Building Energy Improvements** – The Town has had the public buildings audited for energy usage and recommendations from that study indicate a number of ways that the buildings can be use less energy. The Recovery Act has provided some opportunities for grant funding for these types of projects but it is likely only a small portion of our need will be funded through grants. There are a number of ways to pay for the improvements not covered by grants and we will discuss that with you at a future work session.

**Gondola Lot Development Partnership** – As you know the Gondola Lot Master Plan is underway and the Town has some property included in the development. The scope of the Town’s participation could include the river restoration, parking structure and other public benefits.

TO: Mayor and Town Council Members  
 FROM: Tim Gagen  
 DATE: May 20, 2009  
 RE: Addendum to Proposed 2010 CIP

As part of our budget retreat, council reviews the proposed 2010 CIP, 2010 to 2014 CIP plan, the special projects fund, and the projected financial status of 2009. Due to the unusual economic conditions beginning in 2008 and 2009, the CIP has been substantially reduced but in order to take as comprehensive a review of the pending demands for funds remaining in 2009, proposed for 2010 and the future possible projects in 2010 and beyond, this memo is intended to bring the possible funding source of fund balance (FB) and proposed budget revenue into the decision matrix of how we pay for the many things on our platter.

First we start with our projection of the FB for the Capital, Excise and General Fund for 2009, then summarize the projects that still need additional appropriation in 2009, identify possible projects that may occur in 2009 or 2010 that are not a part of the proposed budget or CIP and lastly, list out some of the other big ticket projects that will likely occur over the next 5 years where CIP funding will likely not be sufficient to fund all the project cost.

1. Projected ending FB for 2009 from Excise, Capital & GF after subtracting reserves: \$10,259,043.
2. Projects approved for funding in 2009 that still need some additional appropriations (already budgeted funds have been subtracted from the total project cost)

- Turf Field	\$50,000
- Locomotive	\$125,000
- *Affordable Housing Acquisition	\$1,125,000
<b>TOTAL</b>	<b>\$1,300,000</b>

**\*This acquisition will likely come from the housing fund and may not occur until 2010.**

3. Possible 2009 or 2010 projects not in the approved 2009 CIP or the Special Projects Fund.

- Town Building Energy Retrofits	\$8,000,000 (est.)
- Riverwalk Acquisition	\$2,900,000 (est.)
- *Water Capacity	\$5,000,000 (est.)
- Recreation Center Improvements	\$?????????
<b>TOTAL</b>	<b>\$15,900,000</b>

**\*Water fund has been setting \$2 mil aside for 2 years and plans to continue this for a total of 5 years for these possible projects.**

4. Big ticket projects that will likely occur in next 2-5 years which are shown in 5 year CIP plan in which CIP funding will likely be insufficient to fund all the cost.

- CMC Purchase or early 2010)	\$2,250,000 (likely 2009
- CMC Remodel	\$2,000,000 (est.)
- South Park Ave Underpass	\$1,650,000
- Future Parking Expansion	\$2,500,000
- Blue River Restoration (McCain)	\$5,800,000
- Riverwalk Ext/River Restoration Skier Lots	\$?????????
- Valley Brook Bridge	\$1,650,000
<b>TOTAL</b>	<b>\$15,850,000</b>

Not included in this list of projects are open space acquisition & projects. Also not listed is affordable housing on Block 11 as there is identified funding from impact fee/sales tax and CIP funding to support. Nor is there any listing for potential funding of improvements that may come out of the Gondola Lot planning.

## 2008 CIP Funds That Have Been Frozen

Town Hall	\$ 250,000.00
Underground Utilities	\$ 57,216.00
Main Street	\$ 69,948.00
Arts District	\$ 100,000.00
Public Art	\$ 25,000.00
Total	\$ 502,164.00

## 2009 Budget Initiatives

Tier II - Staff Initiatives	Savings vs. 2009 Bud.
<b>Comm Dev</b>	106,600
Misc. expenses reduced (e.g., consultants, training, Arts District programs) with negligible impacts to public service	
Heritage Alliance reductions (mine site inventory, staffing, sign expenses)	
<b>REC</b>	210,000
Cut training, equipment purchases, facility repair & maintenance, utility savings, marketing, printing, and other miscellaneous expenses.	
<b>PW</b>	409,679
Reduced training	
Overtime - limit service and ability to be flexible and responsive	
Frozen positions - limit service and ability to be flexible and responsive, reduces infrastructure maintenance	
Shortened summer season - reduced infrastructure maintenance aesthetic impacts	
Additional operations - reduced infrastructure maintenance, reduced ability to be flexible and responsive, core duties only	
<b>Transit</b>	171,000
Reduced Bus Service	
<b>General Admin</b>	33,900
Significant reduction of business travel, non-profit event attendance, and professional development/training	
<b>Admin: Events and Comm (RWC)</b>	40,000
Box Office hours reduced, Program reductions (Dance Fest cut completely, Family Series reduced number, 7/4 entertainment went regional vs. national)	
<b>Admin: HR</b>	14,400
Cancellation of jobing.com, reduction of professional development, training and business expense	
<b>Admin: Clerk &amp; Finance</b>	32,390
Reduced Staff Training and 3rd party sales tax audit program	
<b>Admin: IT</b>	
One open position frozen	
<b>Admin Sub-Total</b>	120,690
<b>Police</b>	214,402
Froze a Police Officer position. The loss of this position impacts our staffing "safety net" to some degree.	
Froze a Community Service Officer position. This will impact some of our neighborhood problem solving/code enforcement. We will see a reduction in parking citation revenues with one less person writing parking tickets.	
Elimination of the majority of our training dollars will result in more in-house training to reduce liability of failure to train on high-risk issues such as arrest control, driving, and use of force.	
Eliminate over half of our allotted overtime dollars which requires us to "flex" out an officer's time. Adjust an officer's work schedule to save overtime costs, can impact staffing levels on any particular shift.	
Merit freeze (6% to 0%, all departments)	348,000
Liab. Ins Premium Adjustment / Other GF cuts	94,500
-	-
Tier II	\$ 1,674,871

## 2009 Budget Initiatives

Tier III - Council Options	Savings vs. 2009 Bud.
<b>Police Department</b>	56,764
Freeze a second police position that will be vacant in mid-June of this year. Some police services would be impacted.	
Overtime would increase. Take approximately one-year to recover from the loss of an officer because of lengthy hiring and training process	
Reduction in funds going toward the County-wide Drug Task Force, could result in loss of Task Force if additional grant funding is not received.	
<b>Public Works</b>	322,020
Reduce, defer, or eliminate maintenance activities - Increased future cost to restore	
Close sports facilities, tennis, outdoor fields - Revenue loss to REC	(62,000)
Shorten Summer Season further - Intensifies impacts stated in Tier II	
Transit - further reduce summer schedule by 2 hrs per night	
Delay Transit winter schedule to December 19	
Winter schedule reduction - 2010 Budget	
<b>Admin: HR</b>	26,000
Reduction in Town wide Training materials and offerings	
Reduction in Recruitment expenses	
<b>Admin: Clerk and Finance</b>	27,195
Staff Expense Reduction with potential reduction of Town Clerk counter service hours	
<b>Admin: Events and Comm (RWC)</b>	22,500
Breck Bulletin (newsletter) Fall/Winter issue cut, Advertising reduced for programs.	
<b>Admin Sub-Total</b>	75,695
<b>Comm Dev</b>	87,569
Potential for reduced front counter hours, inability to always provide same-day inspection service	
Eliminate building inspection assistance from consultants: will effect workload if Shock Hill application is submitted (delays in inspections, etc.)	
Heritage Alliance reductions (reductions in museum hours and staffing levels)	
Eliminate half of Arts District workshops: calendar out and people are signing up	
Scale back guest artist residency program at the Tin Shop	
Return Planning Commission pay to 2008 pay rate (\$200/month)	
Reduced misc. expenses	
<b>REC</b>	120,000
<b>REC - Lost Revenue</b>	(32,000)
Administration: Cut brochure beginning fall	
Programs: Reduce climbing wall hours, reduce Bearly Big hours, shorten after school program hours, cancel 2 fall leagues, cut all remaining outdoor education programs, reduce total intern program to 1 intern per year for 1 semester, and reduce all equipment and supplies accordingly	
Recreation Center: Reduce Recreation Center hours to M-F 6am-8pm, Sat/Sun 9am-7pm (starting Labor Day = savings of 238 facility hours), reduce part time staff accordingly, reduce pro-shop sales/merchandise	
Gold Run Nordic Center: Delay opening to December 4 instead of November 25	
Ice Arena: Reduce operating season of the outdoor ice arena to November through February	-
-	-
-	-
-	-
-	-
Tier III Total	568,048
Tier II Total	1,674,871
	\$ 2,242,919

## 2009 Budget Initiatives

Tier IV - Council Options	Savings vs. 2009 Bud.
<b>REC</b>	220,000
<b>REC - Lost Revenue</b>	(190,000)
Administration: Take 1 employee to 3/4 time	
Programs: Cut all fall sports leagues, cut all gymnastics	
Recreation Center: Reduce fitness classes by 5 per week, cut tennis pro contract (this accounts for an estimated \$150k revenue loss)	
Nordic: n/a	
Close Outdoor Ice Rink for entire season	
<b>General Admin - HR, RWC, C&amp;F, IT</b>	113,000
Combination of staffing reduction, position elimination, and furloughs	
<b>Police Department</b>	154,863
loss of up to 3 additional Police Officer positions and the loss of a second Community Service Officer position. This would equate to a total loss of 5 officer positions and 2 CSO positions.	
Police Services would be greatly impacted as we would be running a minimum number of officers for each shift.	
Parking management would be less effective and less consistent with the loss of 2 CSO positions. Parking citation revenues would be reduced.	
<b>Comm Dev</b>	180,681
Furloughs and elimination of staffing: front counter closed twice/month, same-day inspection service often not provided, inability to provide expected service to large developments (One Ski Hill Place, Grand Lodge, Water House), slower movement on all planning projects	
Elimination of all Arts District workshops	
Heritage Alliance further reductions in staffing levels	
<b>PW</b>	190,000
Reduce Seasonal Staff	
Staff Man-Hour Reductions	
Shorten Winter Transit Sch (2 weeks)	
-	-
Tier IV Total	668,544
Tier III Total	568,048
Tier II Total	1,674,871
	\$ 2,911,463

	A	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
1	<b>AffordableHousing / Childcare Fund Proforma</b>																							
2	Using 2007 Audited																							
3	20-May-09	Actual 2007		Actual 2008		Estimated 2009		Budget 2010		Budget 2011		Budget 2012		Budget 2013		Budget 2014		Budget 2015		Budget 2016		2017		Comments
4	<b>I. Affordable Housing</b>																							
5	<b>Beginning Balance</b>																							
6		154,816.00		1,936,507.31		2,141,639.60		1,231,861.60		2,013,904.40		857,010.98		3,183,040.40		554,380.17		2,772,616.91		547,883.83		2,744,726.79		
7	<b>Expenditures</b>																							
8	Land Acquisitions	76,184.00		979,466.76	Anderson	1,637,500.00	Claimjumper	0.00																
12	Master Plan/Policy	50,539.79		71,134.45		20,000.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		
18	Implementation/Development (includes infrasture, Xcel, subsidy VB/B-11/River)	19,381.03		296,243.77		3,770,000.00	Valley Brook	1,020,000.00	infrastructure B-11	3,510,000.00	54 @\$55K	0.00		4,980,000.00	63 @\$60Kea	0.00		4,488,000.00	68 @\$66Kea	0.00		4,400,000.00	62 @\$72Kea	
19	Staff (.5FTE)			47,526.00		48,951.78		50,420.33		51,932.94		53,490.93		55,095.66		56,748.53		58,450.99		60,203.00		62,000.00		Based on 3% annual increase
20	Buy Down Acquisition, Repair, Utils, Tax	462,852.25		492,589.07		660,000.00		675,000.00		690,000.00		720,000.00		720,000.00		720,000.00		720,000.00		720,000.00		720,000.00		4 units in 2007/2008 then 3 units annually (TOTAL 24 units)
21	Grants to Other Agencies	71,142.00		72,431.25		72,500.00		74,675.00		76,915.25		79,222.71		81,599.39		84,047.37		86,568.79		89,165.86		91,840.83		SCHA contract for Services
22	Foreclosure Reserve					500,000.00																		
23	<b>Expenditure Total</b>																							
24		680,099.07		1,911,865.30		5,567,526.00		2,303,626.78		4,312,335.58		821,155.65		5,835,090.32		859,143.03		5,351,317.32		867,616.85		5,272,043.83		
25	<b>Revenue</b>																							
26	Town of Breckenridge																							
27	Excise Transfer	2,148,942.00		1,250,000.00		1,250,000.00		1,500,000.00		1,500,000.00		1,500,000.00		1,500,000.00		1,500,000.00		1,500,000.00		1,500,000.00		1,500,000.00		
28	Buy Down sales/rental income			4,000.00		800,000.00		570,000.00		600,000.00		600,000.00		600,000.00		600,000.00		600,000.00		600,000.00		600,000.00		
29	Miscellaneous	14,298.00																						
30	Block 11 Rock Revenue					20,000.00		100,000.00		100,000.00		100,000.00		80,000.00										\$2/ton/deal thru 2012/2009 estimate \$20,000
31	Sewer Taps					670,000.00																		
32	Grant Revenue					1,000,000.00																		
33	Investment/Interest Income	20,038.00		42,518.86		72,148.00		64,357.58		98,303.92		84,104.07		157,287.46		102,054.29		144,952.25		76,395.18		117,985.25		
34	Impact Fee	244,989.66		327,106.56		285,600.00		291,312.00		297,138.24		303,081.00		309,142.62		315,325.48		321,631.99		328,064.63		334,625.92		
35	Sales Tax	83,579.72		493,372.17		560,000.00		560,000.00		560,000.00		560,000.00		560,000.00		560,000.00		560,000.00		560,000.00		560,000.00		
36	<b>Revenue Total</b>																							
37		2,511,847.38		2,116,997.59		4,657,748.00		3,085,669.58		3,155,442.16		3,147,185.07		3,206,430.09		3,077,379.77		3,126,584.23		3,064,459.81		3,112,611.17		
38	<b>Year End Balance-Need to maintain \$500,000 for foreclosure</b>																							
39		1,936,507.31		2,141,639.60		1,231,861.60		2,013,904.40		857,010.98		3,183,040.40		554,380.17		2,772,616.91		547,883.83		2,744,726.79		585,294.13		
40	<b>II. Town Employee Programs</b>																							
41	<b>Expenditures</b>																							
42	Transition Units-Repair, Maintenance, Utils	3,557.00		9,969.63		12,297.44		4,488.31		4,682.72		4,885.66		5,097.50		5,318.62		5,549.46		5,790.43		6,042.00		
43	Other Contracted	16,500.00																						
44	Down Payment Loans	30,000.00		34,000.00		30,000.00		105,000.00		105,000.00		105,000.00		105,000.00		105,000.00		105,000.00		105,000.00		105,000.00		
45	<b>Total Town Employee Programs Expenditures</b>																							
46		50,057.00		43,969.63		42,297.44		109,488.31		109,682.72		109,885.66		110,097.50		110,318.62		110,549.46		110,790.43		111,042.00		
47	<b>Revenue</b>																							
48	Supplemental Appropriation			34,000.00																				
49	Transition Units-Rental Income			26,137.30		28,600.00		28,600.00		30,000.00		30,000.00		30,000.00		30,000.00		30,000.00		30,000.00		30,000.00		
50	Down Payment Loan Payments			5,198.90		20,000.00		50,000.00		50,000.00		78,000.00		78,000.00		78,000.00		78,000.00		78,000.00		78,000.00		
51	<b>Total Town Employee Programs Revenue</b>																							
52		0.00		65,336.20		48,600.00		78,600.00		80,000.00		108,000.00		108,000.00		108,000.00		108,000.00		108,000.00		108,000.00		
53	<b>Year End Balance</b>																							
54		(50,057.00)		21,366.57		6,302.56		(30,888.31)		(29,682.72)		(1,885.66)		(2,097.50)		(2,318.62)		(2,549.46)		(2,790.43)		(3,042.00)		
55	<b>III. Childcare</b>																							
56	<b>Beginning Balance</b>																							
57		0.00		167,686.00		751,906.66		1,314,772.66		1,921,471.66		2,540,053.66		3,143,245.66		3,564,676.66		3,064,676.66		2,549,676.66		2,019,226.66		
58	<b>Expenditures</b>																							
59	Childcare Scholarships	15,000.00		139,917.50		307,178.00		307,178.00		345,724.00		474,795.00		489,039.00		500,000.00		515,000.00		530,450.00		546,363.50		
60	Childcare Salary Supplements	154,795.00		260,361.84		209,956.00		156,640.00		115,241.00														increase 3% annually
61	Childcare-VB start up/misc.			95,500.00																				
62	<b>Total Childcare Expenditures</b>																							
63		169,795.00		495,779.34		517,134.00		463,818.00		460,965.00		474,795.00		489,039.00		500,000.00		515,000.00		530,450.00		546,363.50		
64	<b>Revenue</b>																							
65	<b>Total Childcare Revenue</b>																							
66		337,481.00		1,080,000.00		1,080,000.00		1,070,517.00		1,079,547.00		1,077,987.00		910,470.00		0.00		0.00		0.00		0.00		
67	<b>Year End Balance/Sustainability Reserve</b>																							
68		167,686.00		751,906.66		1,314,772.66		1,921,471.66		2,540,053.66		3,143,245.66		3,564,676.66		3,064,676.66		2,549,676.66		2,019,226.66		1,472,863.16		
69	<b>IV. Total Fund</b>																							
70	<b>Beginning Balance</b>																							
71		154,816.00		2,104,193.31		2,914,912.83		2,574,303.39		3,932,156.89		3,364,162.74		6,291,498.50		4,082,171.77		5,798,089.89		3,055,807.35		4,719,409.88		
72	<b>Total Expenditures</b>																							
73		899,951.07		2,451,614.27		6,126,957.44		2,876,933.09		4,882,983.31		1,405,836.31		6,434,226.82		1,469,461.65		5,976,866.78		1,508,857.28		5,929,449.33		
74	<b>Total Revenue</b>																							
75		2,849,328.38		3,262,333.79		5,786,348.00		4,234,786.58		4,314,989.16		4,333,172.07		4,224,900.09		3,185,379.77		3,234,584.23		3,172,459.81		3,220,611.17		
76	<b>Year End Balance Total</b>																							
77		2,104,193.31		2,914,912.83		2,574,303.39		3,932,156.89		3,364,162.74		6,291,498.50		4,082,171.77		5,798,089.89		3,055,807.35		4,719,409.88		2,010,571.72		
78	<b>Year End Town Program Adjustment</b>																							
79				21,366.57		6,302.56		(30,888.31)		(29,682.72)		(1,885.66)		(2,097.50)		(2,318.62)		(2,549.46)		(2,790.43)		(3,042.00)		
80	<b>Year End Childcare Reserve</b>																							
81		167,686.00		751,906.66		1,314,772.66		1,921,471.66		2,540,053.66		3,143,245.66		3,564,676.66		3,064,676.66		2,549,676.66		2,019,226.66		1,472,863.16		
82	<b>Year End Foreclosure Reserve</b>																							
83		0.00		0.00		0.00		500,000.00		500,000.00		500,000.00		500,000.00		500,000.00		500,000.00		500,000.00		500,000.00		
84	<b>Year End Balance Available</b>																							
85		1,936,507.31		2,163,006.17		1,259,530.73		1,510,685.23		324,109.08		2,648,252.84		17,495.11		2,233,413.23		6,130.69		2,200,183.22		37,708.56		





**TOWN OF BRECKENRIDGE TOWN COUNCIL AGENDA**  
**Tuesday, May 26, 2009 (Regular Meeting); 7:30 p.m.**

- I CALL TO ORDER and ROLL CALL**
- II APPROVAL OF MINUTES – May 12, 2009** **Page 26**
- III APPROVAL OF AGENDA**
- IV COMMUNICATIONS TO COUNCIL**
- A. Life Saving Medal Presentation
  - B. Citizen’s Comment - (Non-Agenda Items ONLY; 3 minute limit please)
  - C. 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 29**
- VI NEW BUSINESS**
- A. FIRST READING OF COUNCIL BILL, SERIES 2009 –**
  - 1. Council Bill No.15, Series 2009- AN ORDINANCE ADOPTING CHAPTER 12 OF TITLE 5 OF THE BRECKENRIDGE TOWN CODE; ADOPTING MANDATORY REQUIREMENTS FOR THE CREATION OF DEFENSIBLE SPACE AROUND BUILDINGS AND STRUCTURES WITHIN THE TOWN OF BRECKENRIDGE; PROVIDING PROCEDURES AND GUIDELINES FOR CREATING THE REQUIRED DEFENSIBLE SPACE; AND PROVIDING PENALTIES AND OTHER ENFORCEMENT MECHANISMS FOR VIOLATIONS OF THE ORDINANCE** **Page 45**
  - B. RESOLUTIONS, SERIES 2009- NONE**
  - C. OTHER – NONE**
- VII PLANNING MATTERS**
- A. Planning Commission Decisions of May 19, 2009 **Page 64**
  - 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 72**
- 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

**TOWN OF BRECKERIDGE  
TOWN COUNCIL REGULAR MEETING  
TUESDAY, MAY 12, 2009  
PAGE 1**

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

Mayor Warner called the May 12, 2009 Town Council Meeting to order at 7:34 p.m. The following members answered roll call: Mr. Bergeron, Mr. Joyce, Ms. McAtamney, Mr. Millisor, and Mayor Warner. Mr. Mamula and Mr. Rossi were absent.

***APPROVAL OF MINUTES – April 28, 2009 Regular Meeting***

With no changes to the regular meeting minutes of April 28, Mayor Warner declared they would stand approved as presented.

***APPROVAL OF AGENDA***

There were no changes to the agenda. It was approved as presented.

***COMMUNICATIONS TO COUNCIL***

A. Citizen's Comments - (Non-Agenda Items ONLY; 3 minute limit please) There were no comments.

B. Breckenridge Resort Chamber (BRC)– John McMahon, Director of the Breckenridge Resort Chamber handed out and introduced the Breck Beat. It is a recap of the BRC's accomplishments for the past year. The annual report will be presented to Council in July.

Mr. McMahon pointed out that Breckenridge has seen an increase in skier market share during the past 4 months. He does not anticipate seeing that type of market share increase again until October. The BRC's new website is up and running. Advertising for a buy local initiative has been launched.

The BRC has been redeveloping their collateral materials and branding platform. They will be hosting a session to discuss changes. That session will occur at the golf course restaurant on Tuesday, May 19, Council is invited to attend. Rob Smith will be the session's facilitator. He has worked with Mr. McMahon in the past and has been involved with the branding of Coca Cola as well as other big name products.

In closing Mr. McMahon reported Sally Croker has secured the Budweiser Clydesdales for the 4<sup>th</sup> of July.

Mr. Millisor asked about the impact of Vacation Rentals By Owner on lodging companies. Mr. McMahon reported there will be a meeting in Gunnison, in June for organizations dealing with the destination traveler. It is intended that the VRBO topic will be discussed.

***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**

Tim Berry stated the publication that occurs between the first and second reading of a council bill did not occur for Council Bill 14, Series 2009. The first reading publication would give notice of the public hearing. The only recourse is to postpone the second reading to another date to insure the proper notice appears in the paper.

Mr. Millisor moved to continue the second reading of Council Bill No 14, Series 2009, the title of which was previously read into the record, to the May 26, 2009 meeting. Mr. Bergeron made the second. The motion passed with all 5 members of Council in favor of passage.

***NEW BUSINESS***

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

There were no Council Bills for this meeting.

***B. RESOLUTIONS, SERIES 2009***

There were no Resolutions for this meeting.

**C. OTHER**

**1. Arts District Burn Permits**

This item was introduced at the Council's worksession. Mayor Warner asked if there were questions or discussion. There was none. Mr. Joyce moved to approve a special permit to allow four barrel firings on May 27, June 3, June 10 and June 13 and a pit-fire on June 6, 2009 within the Arts District of Breckenridge as part of scheduled workshops. All burning at the barrel firings and pit-fire shall comply with the "Open Burning" requirements of Section 207 of the International Fire Code, 2000 Edition. In addition, the Town shall obtain an open burning permit from the Red, White & Blue Fire Department. Mr. Bergeron made the second. The motion passed with all 5 members of Council in favor of passage.

**PLANNING MATTERS**

**A. Planning Commission Decisions of May 5, 2009**

With no requests for call up, Mayor Warner stated the Planning Commission Decisions of the May 5, 2009 meeting would stand as presented.

**B. Report of Planning Commission Liaison**

Mayor Warner attended the May 5 meeting. He reported on the restructuring discussion for historic setbacks. He pointed out a correction to the May 5 meeting minutes. Under Other Matters: "Mayor Warner recommended that energy farms should be considered (**in addition to**, not, rather than) individual homes and businesses." He felt the Planning Commission is operating well.

**REPORT OF TOWN MANAGER AND STAFF**

Mr. Gagen gave his report earlier and had nothing else to add.

**REPORT OF MAYOR AND COUNCILMEMBERS**

**A. CAST/MMC**

Mayor Warner reported he had sent out a memo. He will send the memo to anyone who did not receive it. Let him know.

**B. Breckenridge Open Space Advisory Commission**

Mr. Joyce cannot make the next meeting. It is set for Monday, May 18.

**C. BRC**

Beyond what was reported in Mr. McMahon's report, Ms. McAtamney report on a discussion that occurred concerning Central Reservations.

**D. Summit Combined Housing Authority**

Mr. Millisor reported there was no meeting.

**E. Breckenridge Heritage Alliance**

Mr. Bergeron reported there was no meeting.

**F. Peak 6 Task Force**

Mr. Bergeron stated there was nothing new to report. He did mention the article in the Summit Daily, where a forest service representative stated the expansion is on a slow track due to wildlife concerns.

**G. Neighborhood Preservation Committee**

Mr. Gagen reported there is a field trip planned. He believes it will occur on May 25. The group has a framework for the Floor Area Ratio. After the committee's site visits, they will meet and be able to begin to make recommendations.

**H. Sustainability Committee**

Mr. Millisor reported the committee met last Friday. They have a priority action list and will begin to address each item on that list.

***OTHER MATTER***

To conserve on paper printouts of the Rec Center 2008 Annual Report, Mr. Bergeron asked Council to remember to take that section out of their packet for future discussion of the subject.

Mr. Joyce asked if there was an update on the Gondola Master Plan. Mr. Gagen reported Vail has begun the process and will be on the Planning Commission's next agenda.

***SCHEDULED MEETINGS***

***ADJOURNMENT***

With no further business to discuss, Mayor Warner adjourned the meeting at 8:01 p.m.

Submitted by Wanda Creen, CMC, Deputy Town Clerk.

***ATTEST:***

---

Mary Jean Loufek, CMC, Town Clerk

---

John Warner, Mayor

**[SAME MEMO]**

**MEMO**

TO: Town Council  
FROM: Town Attorney  
RE: Council Bill No. 14 (Special Events Ordinance)  
DATE: May 19, 2009 (for May 26<sup>th</sup> meeting)

---

The second reading of the new Special Events Ordinance is scheduled for your meeting on May 26<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 26***

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

5  
6 COUNCIL BILL NO. 14

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.

1  
2 4-13-5: PERMIT REQUIRED: No person shall stage, hold, present, or conduct a  
3 special event within the Town without a valid permit issued in accordance with this Chapter.  
4

5 4-13-6: EXCEPTIONS: The requirements of this Chapter shall not apply to:  
6

- 7 A. an indoor special event of any kind;
- 8 B. a special event held by the Town;
- 9 C. an event held at Carter Park, Kingdom Park, or the Town’s multi purpose fields  
10 contracted through the Recreation Department and constituting “normal or  
11 regular” use of those Town facilities; or
- 12 D. an event protected by either the First Amendment to the United States  
13 Constitution or by the Colorado Constitution; provided, however, that a person  
14 staging, holding, presenting, or conducting such an event shall submit an  
15 application and obtain a permit pursuant to this Chapter, but there shall be no fee  
16 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 III  
Subject: Updates to Defensible Space Ordinances  
Date: May 20, 2009 (For the meeting on May 26, 2009)

We last discussed the Defensible Space Ordinance with the Council on April 14, 2009. At that time the Council was not comfortable with the proposed verbiage in the standards for creating Defensible Space. We heard that the Council wanted the verbiage to closer match what would happen in the field. We understood that the primary goal for the Council is preserving as many healthy trees as possible, while still reducing fuels to allow the RWB to safely defend a structure.

The Council should know that despite the negative feedback that was received when we started working on this ordinance, several property owners are contacting staff and the RWB to move forward with creating Defensible Space without having an ordinance in place. Staff has been out with the RWB to assure that Town goals are being met with regard to being flexible and preserving healthy trees.

Staff has worked with the Town Attorney to make several changes to the Ordinance. Major changes to content are noted in order below and bolded and underlined with a double line in the attached ordinance.

5-12-5 The definition of a snag was added.

5-12-6 B. Clarifications to the intergovernmental agreement process were added.

5-12-8 C. 3. The hours for inspections conducted with an inspection warrant were added to be between 8 am and 6 pm.

5-12-9 C. Clarifications to how a Defensible Space Plan may be amended were added.

5-12-10 E. The words "or permit" were added with regard to clear cutting not being the intent of the ordinance.

5-12-10 G. Verbiage was added to clarify that each property will be looked at individually and the proximity to roadways, parking lots and other fuel breaks as well as the proximity to large tracts of Open Space or Forest Service land will be considered.

5-12-10 H. Clarifications to Zone One were added to require healthy trees to be preserved so long as they are pruned and well spaced to prevent the spread of fire.

5-12-10 I. Clarifications were made within Zone Two again to require healthy trees to be preserved so long as they are pruned and well spaced to prevent the spread of fire. We also added verbiage regarding allowing one snag per acre to be preserved for wildlife.

5-12-11 Clarifications to the Appeal process were made. Under C. of this Section the Town Council may modify a Defensible Space Plan if it finds that the Fire District or Director erred in applying requirements, or there are hardships or practical difficulties that could be better served with another alternative to the proposed Defensible Space Plan.

5-12-12 The content was cleaned up and the June 1, 2012 date for compliance was added.

5-12-13 C. Verbiage was added to waive the fee, if no action is necessary to comply with the intent of the ordinance.

5-12-14 The cost for noncompliance was changed to be consistent with the MPB Ordinance (twice the cost to create Defensible Space).

5-12-15 The June 1, 2012 date for compliance was added under Unlawful Acts.

5-12-19 Verbiage was added to describe the Condition Precedent to Challenge.

5-12-20 Verbiage was added to remove the Town from certain liabilities associated with the creation of Defensible Space.

### **Waiving Permit Fees**

Staff would like to revisit the idea of waiving permit fees for the first year. If the Council still wants to waive permit fees in the first year, we will need to reimburse the RWB for their staff resources. The estimated amount for staff time for RWB was \$23,000. Staff will confirm this amount prior to the meeting.

The Defensible Space Ordinance is proposed to be heard as a First Reading on May 26<sup>th</sup>. Staff will be available during the evening meeting to walk through the proposed changes and answer any questions. If the Council is still not comfortable with the proposed Ordinance it may be continued to the June 9<sup>th</sup> meeting for further discussion.



1 **FOR WORKSESSION/FIRST READING – MAY 26**

2  
3 Substantive Additions To The Ordinance As Reviewed At Worksession on April 14, 2009 Are  
4 Indicated By **Bold + Dbl Underline**; Deletions By ~~Strikeout~~

5  
6 COUNCIL BILL NO. \_\_\_\_

7  
8 Series 2009

9  
10 AN ORDINANCE ADOPTING CHAPTER 12 OF TITLE 5 OF THE BRECKENRIDGE  
11 TOWN CODE; ADOPTING MANDATORY REQUIREMENTS FOR THE CREATION OF  
12 DEFENSIBLE SPACE AROUND BUILDINGS AND STRUCTURES WITHIN THE TOWN  
13 OF BRECKENRIDGE; PROVIDING PROCEDURES AND GUIDELINES FOR CREATING  
14 THE REQUIRED DEFENSIBLE SPACE; AND PROVIDING PENALTIES AND OTHER  
15 ENFORCEMENT MECHANISMS FOR VIOLATIONS OF THE ORDINANCE

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

19  
20 Section 1. The Breckenridge Town Code is hereby amended by the addition of a new  
21 Chapter 12 of Title 5, to be entitled “Defensible Space”, which shall read in its entirety as  
22 follows:

23  
24 CHAPTER 12

25  
26 DEFENSIBLE SPACE

27  
28 Section:

- 29 5-12-1: Title
- 30 5-12-2: Authority
- 31 5-12-3: Intent
- 32 5-12-4: Legislative Findings
- 33 5-12-5: Definitions
- 34 5-12-6: Director to Enforce; Training; Intergovernmental Agreement
- 35 5-12-6: Director to Identify High Risk Areas
- 36 5-12-7: Inspection for Defensible Space
- 37 5-12-8: Inspection Warrant
- 38 5-12-9: Director to Develop Defensible Space Plan
- 39 5-12-10: Standards for Defensible Space
- 40 5-12-11: Service of Defensible Space Plan Upon Landowner; Landowner’s Appeal ~~Rights of~~ —
- 41 ~~Defensible Space Plan~~
- 42 5-12-12: Duty Of Landowner to Establish And Maintain Defensible Space
- 43 5-12-12: Director to Determine Compliance With Plan
- 44 5-12-13: Permit for Establishment Of Defensible Space
- 45



- 1 5-12-14: Notice of Violation
- 2 5-12-15 Court Order
- 3 5-12-16 Responsibility for Costs of Compliance; Collection; Failure to Pay
- 4 5-12-17 Unlawful Acts
- 5 5-12-18: Town Property
- 6 **5-12-19: Condition Precedent to Challenge**
- 7 **5-12-20: No Liability.**
- 8 ~~5-12-19~~<sup>21</sup> Applicability
- 9 ~~5-12-20~~<sup>22</sup> Rules and Regulations

10

11 5-12-1: TITLE: This chapter shall be known and may be cited as the “Town of Breckenridge

12 Defensible Space Ordinance.”

13

14 5-12-2: AUTHORITY: The Town Council hereby finds, determines, and declares that it has

15 the power to adopt this chapter pursuant to the provisions of: (i) section 31-15-103, C.R.S.,

16 (concerning municipal police power); (ii) section 31-15-401, C.R.S. (concerning general

17 municipal police power) and, in particular, sections 31-15-401(1)(a), (1)(b), (1)(d) and (1)(q)(I);

18 (iii) section 31-15-601, C.R.S. (concerning municipal building and fire regulations) and, in

19 particular, sections 31-15-601(1)(j.5) and (1)(k); (iv) the powers contained in the Breckenridge

20 Town Charter; and (v) other powers possessed by home rule municipalities in Colorado.

21

22 5-12-3: INTENT: The intent of this chapter is as follows:

- 23
- 24 A. To preserve healthy trees and approved landscaping within the Town, while at the same
  - 25 time reducing fuels that can feed a fire. This will ~~to~~ reduce the chance of a structure fire
  - 26 spreading to the surrounding forest.
  - 27 B. To provide areas **around structures** within the Town where fire suppression personnel
  - 28 and equipment can more effectively fight fires.
  - 29 C. To protect life and property.
  - 30 D. To encourage the development of new diverse forests.
  - 31 E. To protect the Town’s scenic backdrop which is vital to the economic well being of the
  - 32 Town and its citizens.

33

34 This chapter shall be interpreted and applied consistently with this intent.

35

36 5-12-4: LEGISLATIVE FINDINGS: The Town Council hereby finds, determines, and declares

37 as follows:

- 38
- 39 A. Substantial portions of the Town include heavily forested private lands that are
  - 40 susceptible to wildfire.
  - 41 B. The Town is bounded by areas that include national forest lands that are also susceptible
  - 42 to wildfire.
  - 43 C. A wildfire affecting all or a substantial portion of the Town would seriously threaten
  - 44 both the aesthetic values which are of great importance to the social and economic
  - 45 vitality of the Town, as well as the overall socio-economic future of the Town.

- 1 D. The threat to the Town from a wildfire comes in substantial part from the exposure of
- 2 buildings or structures to flames and firebrands (burning airborne materials) resulting in
- 3 ignitions that could produce widespread extreme losses.
- 4 E. A wildfire in or near the Town could result in rapid fire spread within residential areas; a
- 5 large number of simultaneously exposed structures; overwhelmed fire-protection and
- 6 firefighting capabilities; and the total loss of a substantial number of buildings and
- 7 structures, as well as the potential for a significant loss of life.
- 8 F. A wildland fire does not spread to a building or structure unless it meets the fuel and
- 9 heat requirements sufficient for ignition and continued combustion.
- 10 G. The vegetation surrounding a building or structure is fuel for a fire.
- 11 H. The reduction or elimination of certain types of vegetation in the area surrounding a
- 12 building or structure results in an area of defensible space around that building or
- 13 structure.
- 14 I. A defensible space perimeter around a building or structure provides firefighters with a
- 15 safer working environment that allows them to protect the building or structure from
- 16 encroaching wildfires and minimizes the chance that a structure fire will escape into the
- 17 surrounding areas.
- 18 J. Under the legal authority described in section 5-12-2 of this chapter, the Town has the
- 19 authority to require that each building or structure located within the Town have a
- 20 defensible space around it.
- 21 K. The provisions of this chapter are necessary in order to protect the public health, safety
- 22 and welfare.
- 23 L. The inspection provisions contained in this chapter are necessary in the interest of public
- 24 safety within the meaning of Rule 241(b)(2) of the Colorado Municipal Court Rules of
- 25 Procedure.

26  
 27 5-12-5: DEFINITIONS: In this chapter, the following words shall have the following meanings,  
 28 unless the context clearly requires otherwise:  
 29

“Defensible Space” means the area where ~~the~~ basic wildfire protection practices described in this chapter are implemented, and which provides the key point of defense from an approaching wildfire or fire escaping a structure fire. The area is characterized by the establishment and maintenance of a firebreak within 30 feet around a building or structure and a reduced fuel zone extending up to 75 feet or greater, depending on slope away from the building or structure.

“Defensible Space Plan” or “ Plan” means a site specific defensible space plan for a specific property established by the Director pursuant to section 5-12-~~109~~ of this chapter.

“Defensible Space Permit” means a permit issued by the Red, White and Blue

Fire Protection District authorizing the implementation of a Defensible Space Plan.

“Director” has the meaning provided in section 9-1-5 of this code.

“Fire District” means the Red, White and Blue Fire Protection District, a Colorado special district organized pursuant to Title 32, C.R.S.

“Fire-wise Landscaping” means trees, shrubs, ~~bushes~~ and other landscaping which: (i) meet the criteria for fire-resistant landscaping as established from time to time by the Colorado State University Cooperative Extension Service, (ii) are suited to the Town’s sub-alpine environment in accordance with the Development Code, and (iii) are located in conformance with requirements of this chapter, and all other applicable Town codes and ordinances.

“Financial Services Manager” means the Financial Services Manager of the Town.

“Good Cause” means a showing by a landowner that compliance with the requirements of section 5-12-~~13~~12 of this chapter will result in a substantial hardship to the landowner.

“Landowner” means any person who owns any lot, tract, or parcel of property located within the corporate limits of the Town.

“Property” means any lot, tract, or parcel of property located within the corporate limits of the Town.

“Person” has the meaning provided in section 1-3-2 of this code.

**“Snag”** **means one or more dead trees determined by the Director to be suitable for a bird habitat.**

- 1
- 2 5-12-6: DIRECTOR TO ENFORCE; TRAINING; INTERGOVERNMENTAL AGREEMENT:
- 3
- 4 A. The Director shall enforce the provisions of this chapter.
- 5

- 1 B. The Fire District shall administer the Defensible Space Program pursuant to an  
2 intergovernmental agreement with the Town. The intergovernmental agreement shall be  
3 consistent with the provisions of this chapter. **No action to enforce this chapter shall**  
4 **be undertaken unless an intergovernmental agreement between the Town and Fire**  
5 **District is in effect.** The Fire District shall have all power and authority required to  
6 administer the Defensible Space Program and this chapter.  
7
- 8 C. All personnel involved in the enforcement of this chapter, including both Town staff and  
9 employees of the Fire District. shall be trained by the Director to make sure that they are  
10 aware of the Town's goals of preserving buffers and required landscape materials while  
11 creating defensible space.  
12

13 5-12-7: INSPECTION FOR DEFENSIBLE SPACE:  
14

- 15 A. The Director ~~and/or~~ **or** the Fire District shall conduct a physical inspection of each  
16 building, structure, or property to determine how best to achieve a defensible space  
17 around such building or structure. Any area within Town that already meets the intent of  
18 this chapter shall not be required to create defensible space.  
19
- 20 B. Subject to the requirements and limitations of this section, the Fire District shall have the  
21 right to enter upon any property, whether public or private, during reasonable hours for  
22 the purpose of conducting the physical inspection described in subsection A of this  
23 section. However, no agent or employee of the Town shall enter upon any property to  
24 conduct a physical inspection described in subsection A of this section without the  
25 permission of the landowner or occupant, or without an inspection warrant issued  
26 pursuant to section 5-12-8.  
27
- 28 C. If verbal permission to inspect the property from the affected landowner or occupant is  
29 not obtained, or in lieu of attempting to obtain such verbal permission, the Director may  
30 request that an inspection warrant be issued by the municipal court.  
31
- 32 D. In case of an emergency involving imminent danger to public health, safety, or welfare,  
33 the Director may enter any property within the Town to conduct an emergency  
34 inspection for defensible space without a warrant and without complying with the  
35 requirements of section 5-12-8.  
36

37 5-12-8: INSPECTION WARRANT:  
38

- 39 A. The municipal court judge shall issue an inspection warrant authorizing the inspection of  
40 property located within the Town pursuant to this chapter upon presentation by the  
41 Director of an affidavit satisfying the requirements of Rule 241(b)(2) of the Colorado  
42 Municipal Court Rules of Procedure; provided, however, that when issuing an area-wide  
43 inspection warrant pursuant to subsection B of this section the Municipal Judge shall not  
44 require a showing that the owner or occupant of the property to be inspected has refused  
45 entry to the Town inspector or that the premises are locked and the Town inspector has

1           been unable to obtain permission of the owner or occupant to enter.  
2

3           B. The municipal court judge shall issue an area-wide inspection warrant for two or more  
4           properties upon a finding that:

- 5
- 6           1. The Town has established and currently maintains a program to inspect properties  
7           throughout the Town for defensible space.  
8
  - 9           2. There are a significant number of publicly and privately owned lands within the  
10           Town that need to be inspected for defensible space, and an urgent public need to  
11           implement this chapter. The extremely high number of properties that need to be  
12           inspected in such a short time period, combined with the limited Town and Fire  
13           District staff who are available to conduct the necessary inspections, makes it  
14           impracticable for the Town to attempt to obtain the individualized permission  
15           from each affected landowner before going onto the property to inspect for  
16           defensible space.  
17
  - 18           3. Requiring the Town to first attempt to obtain permission from the numerous  
19           landowners within the area to be inspected would frustrate the purpose of an area-  
20           wide inspection warrant; would create an undue delay in the performance of the  
21           necessary defensible space inspections; would be an unreasonable burden and  
22           precondition to the issuance of an area-wide inspection warrant; and, as a result,  
23           would jeopardize the public health, safety and welfare.  
24
  - 25           4. No good reason exists to require the Town to first seek the permission of the  
26           landowners of lands to be included in an area-wide inspection warrant, and there  
27           is no need to impose such a requirement on the Town as a precondition to the  
28           issuance of the requested inspection warrant.  
29

30           C. An inspection warrant issued pursuant to this chapter shall contain the following  
31           conditions:

- 32
- 33           1. The inspector shall attempt to verbally notify the affected landowner or occupants  
34           prior to beginning the inspection. This shall be done by knocking on the front  
35           door of any building located on the property and, if the landowner or an occupant  
36           is present, the inspector shall present his or her credentials identifying the  
37           inspector as an employee or agent of the Town or the Fire District. The inspector  
38           shall also explain to the property landowner or occupant the purpose of the  
39           inspection. If: (a) neither the landowner nor an occupant is home when the  
40           inspector goes to inspect the property; (b) the building is locked; or (c) the  
41           property consists of unimproved property, no notice shall be required prior to the  
42           inspector entering the property to inspect for defensible space.  
43
  - 44           2. No Town inspector, or Fire District staff acting pursuant to an inspection warrant  
45           shall enter any residence, building, or structure located upon any property without

1 the permission of the landowner or occupant.

2  
3 **3. Except in the event of an emergency, no inspection undertaken pursuant to**  
4 **this chapter shall be done except between 8 A.M. and 6 P.M.**  
5

- 6 D. The municipal judge may impose such other conditions on an inspection warrant as may  
7 be necessary in the judge's opinion to protect the private property rights of the  
8 landowner of the property to be inspected, or to otherwise make the warrant comply with  
9 applicable law.

10  
11 5-12-9: DIRECTOR TO DEVELOP DEFENSIBLE SPACE PLAN:  
12

- 13 A. Based upon his inspection and other relevant information and data, the Director, with  
14 the assistance of the Fire District, shall develop an individualized plan for defensible  
15 space for the inspected property. In developing such plan, the Director shall follow  
16 the standards set forth in Section 5-12-~~11~~**10** of this chapter.  
17  
18 B. Trees, shrubs, ~~bushes~~ and other landscaping required by the Director to be removed  
19 in order to achieve the required defensible space shall be clearly identified in the  
20 field and photographed or located by global positioning satellite software by the  
21 Director.  
22  
23 C. The Director may amend the Defensible Space Plan **based on scientific data from**  
24 **the Colorado State Forest Service or other agencies.** A copy of any amended  
25 Defensible Space Plan shall be provided to the landowner in the same manner as the  
26 original Plan was provided, **and the provisions of section 5-12-11 shall apply to**  
27 **the Director's amendment of a Defensible Space Plan.**  
28

29 5-12-10: STANDARDS FOR DEFENSIBLE SPACE: The following standards shall govern the  
30 creation of a defensible space plan:  
31

- 32 D. The property shall be divided into three zones. Zone One shall be measured 30 feet  
33 from the eave of building or structure including attached structures or protrusions,  
34 such as a deck on the property. Zone Two shall be measured 75 feet or greater from  
35 the eave of building or structure including attached structures or protrusions, such as  
36 a deck on the property, depending on slope from the eave of the building or structure  
37 on the property, and shall exclude the portion of the property located within Zone  
38 One. Zone Three shall extend beyond Zone Two to the property boundary.  
39  
40 E. It is not the intent of this chapter that any portion of a property be "clear cut" in order  
41 to achieve the required Defensible Space. No Defensible Space Plan prepared by the  
42 Director shall require **or permit** the "clear cutting" of any property.  
43  
44 F. In formulating a Defensible Space Plan the Director shall consider both the  
45 horizontal clearance between aerial fuels, such as the outside edge of the tree crowns

1 or high brush, as well as the vertical clearance between lower limbs of aerial fuels  
2 and the nearest surface fuels and grass/weeds.

3  
4 **G. In determining the action that must be taken by a landowner to establish**  
5 **required defensible space under this chapter each property shall be reviewed**  
6 **individually, and the location and other physical characteristics of the property**  
7 **shall be considered. Properties with greater fire hazards will require greater**  
8 **buffers between fuels. Without limiting the generality of the preceding**  
9 **provisions, when establishing the requirements for the creation of defensible**  
10 **space the Director shall consider the property's proximity to a roadway,**  
11 **parking lot, and other similar areas that create fuel breaks. Similarly, large**  
12 **tracts of open space and Forest Service land that may require larger buffers**  
13 **shall be considered.**

14  
15 **H.** The following specific standards apply to the creation of defensible space within  
16 Zone One:

- 17  
18 1. ~~The All healthy~~**Healthy** trees, shrubs, ~~bushes~~ and other landscaping material that  
19 provide visual buffers shall be preserved **if they are pruned to remove dead**  
20 **branches and are well spaced to reduce the risk of a fire spreading to other**  
21 **vegetation or structures.**
- 22 2. ~~All healthy~~**Healthy** trees, trees shrubs, ~~bushes~~ and other landscaping material  
23 required by a Town-approved landscape plan shall be preserved **if they are**  
24 **pruned to remove dead branches and are well spaced to reduce the risk of a**  
25 **fire spreading to other vegetation or structures.**
- 26 3. ~~All healthy~~**Other healthy** fire-wise trees, shrubs, ~~bushes~~ and other landscaping  
27 material shall be preserved if they are ~~well spaced, well pruned, and create a~~  
28 ~~condition that avoids,~~ **pruned to remove dead branches and are well spaced to**  
29 **reduce the risk of a fire spreading** to other vegetation or ~~to a building or~~  
30 ~~structures~~**structures.**
- 31 4. ~~All~~**Irrigated trees, shrubs, and other landscaping material shall be preserved**  
32 **if they are pruned to remove dead branches and well spaced to reduce the**  
33 **risk of a fire spreading to other vegetation or structures.**
- 34 5. All dead and diseased trees, shrubs, ~~bushes~~ and other landscaping material shall  
35 be removed.
- 36 6. All vegetation and combustible material shall be removed from under all eaves  
37 and decks.
- 38 7. All grasses and ground cover shall be kept under 6 inches in height.
- 39 **8. All leaf and needle clutter and combustible ground debris shall be removed.**  
40 **Mulch within landscape beds that are irrigated may be maintained at a**  
41 **maximum depth of 3 inches.**
- 42 **9. 8.** All firewood shall be removed **unless covered by a canvas tarp, or as**  
43 **approved by the Fire District.**
- 44 ~~9.~~**10.** Fire-wise landscaping material may be planted ~~in~~**at** the landowner's discretion  
45 **with Town approval.**

1  
2 I. The following specific standards apply to the creation of defensible space within  
3 Zone Two:  
4

- 5 1. ~~All healthy~~**Healthy** trees , shrubs, ~~bushes~~ and other landscaping material that  
6 provides visual buffers shall be preserved **if they are pruned to remove dead**  
7 **branches and are well spaced to reduce the risk of a fire spreading to other**  
8 **vegetation or structures.**  
9 2. ~~All healthy~~**Healthy** trees, shrubs, ~~bushes~~ and other landscaping material required  
10 by a Town-approved landscape plan shall be preserved **if they are pruned to**  
11 **remove dead branches and are well spaced to reduce the risk of a fire**  
12 **spreading to other vegetation or structures.**  
13 3. ~~All healthy~~**Other healthy** fire-wise trees, shrubs, ~~bushes~~ and other landscaping  
14 material shall be preserved if they are ~~well spaced, well pruned, and create a~~  
15 ~~condition that avoids~~**pruned to remove dead branches and are well spaced to**  
16 **reduce the risk of a fire spreading** to other vegetation or ~~to a building or~~  
17 ~~structures~~**structures.**  
18 4. ~~All~~**Irrigated trees, shrubs and other landscaping material shall be preserved**  
19 **if they are pruned to remove dead branches and are well spaced to reduce**  
20 **the risk of a fire spreading to other vegetation or structures.**  
21 5. All dead and diseased trees, shrubs, ~~bushes~~ and other landscaping material shall  
22 be removed. **However, one snag per acre may be preserved for wildlife**  
23 **habitat if it is well spaced to avoid the spread of fire to other vegetation or**  
24 **structures.**  
25 6. Trees shall be thinned to open up crown spacing to a minimum of ten feet  
26 between individual ~~crowns~~**crowns** of trees.  
27 7. Groups of trees with ~~the required spacing~~**a minimum of ten feet** between  
28 ~~clumps~~**the edge of the crowns of the groups** shall be preserved **to allow buffers**  
29 **to remain and to prevent wind throw.**  
30 8. Firewood may be maintained if an adequate buffer around the firewood is  
31 determined to exist by the ~~Director~~**Fire District.**  
32 9. Fire-wise landscaping material may be planted ~~in the landowner's discretion~~  
33 **with Town approval.**  
34

35 J. The following specific standards apply to the creation of defensible space within  
36 Zone Three:  
37

- 38 1. All dead and diseased trees, shrubs, ~~bushes~~ and other landscaping material shall  
39 be removed. **However, one snag per acre may be preserved for wildlife**  
40 **habitat if it is well spaced to avoid the spread of fire to other vegetation or**  
41 **structures.**  
42 2. Fire-wise landscaping material may be planted ~~in the landowner's discretion~~  
43 **with Town approval.**  
44

45 K. The Director's administrative rules adopted pursuant to section 12-5-19221 may



1 include minimum spacing guidelines for trees, shrubs, and other vegetation.  
2 Distances between vegetation will depend on slopes, vegetation size, vegetation type  
3 (~~brush~~trees, shrubs, grass, ~~trees~~), and other fuel characteristics (including, but not  
4 limited to, fuel compaction and chemical content).

5  
6 5-12-11: SERVICE OF DEFENSIBLE SPACE PLAN UPON LANDOWNER;  
7 LANDOWNER'S APPEAL RIGHTS; RELIEF PROVISIONS:  
8

- 9 A. A copy of the Defensible Space Plan shall be ~~given to~~ served upon the property  
10 owner by personal service or by mail. A copy of the Defensible Space Plan shall be  
11 kept on file with the Fire District and at the Town in the Community Development  
12 Department.  
13
- 14 B. If a landowner disputes the Director's determination that any tree, ~~bush~~, shrub or  
15 other landscaping material must be removed in order to create the required  
16 defensible space, or any other provision of a Defensible Space Plan, the landowner  
17 shall notify the Director of such dispute within thirty days after the landowner's  
18 receipt of the Director's Defensible Space Plan for the property. If a timely notice of  
19 dispute is not given by the landowner, the Director's Defensible Space Plan becomes  
20 final. If a timely notice of dispute is given by the landowner, the matter shall be  
21 reviewed by a three-member panel consisting of one member of the Department of  
22 Community Development possessing training or experience in landscape  
23 architecture; one member of the Fire District; and a qualified independent tree expert  
24 or arborist selected by the Director who is familiar with the creation of defensible  
25 space. ~~The panel shall make a final determination with respect to the creation of~~  
26 ~~defensible space.~~ Prior to making its decision the panel shall consult with the  
27 landowner. The panel's determination shall be final, subject to the ability of the  
28 Town Council to grant relief to the landowner pursuant to subsection B of this  
29 section.  
30
- 31 C. The Town Council may modify a Defensible Space Plan developed by the  
32 Director, upon written request by the landowner filed with the Town Manager  
33 within ten days after the date of the landowner's receipt of the panel's  
34 determination as described in subsection B of this section. The Town Council's  
35 consideration of the landowner's appeal shall be held in accordance with  
36 chapter 19 of title 1 of this code. The Town Council shall not modify a  
37 Defensible Space Plan issued by the Director, unless it makes findings based  
38 upon the evidence presented to it in each specific case that either:  
39
- 40 1. the Director or the appeals panel erred in applying the requirements of this  
41 chapter; or
  - 42
  - 43 2. extraordinary hardships or practical difficulties will result from strict  
44 compliance with the requirements of the Defensible Space Plan; the purposes  
45 of this chapter will be served to a greater extent by an alternative proposal or

**requirement; the modification of the Defensible Space Plan will not be detrimental to the public health, safety, or welfare or injurious to other property; and the conditions upon which the request is based are unique to the property for which the relief is sought and are not applicable generally to other property.**

5-12-12: DUTY OF LANDOWNER TO ESTABLISH AND MAINTAIN DEFENSIBLE SPACE:

- A. In order to maintain an acceptable level of community fire prevention/protection, achieve life safety, and otherwise achieve the goals of this chapter the owner of any property for which a Defensible Space Plan has been prepared shall take such action as is necessary to fully implement the Plan ~~within three years of the landowner's receipt of the Defensible Space Plan, or three years after the date of the decision by the appeal board in the event of the landowner's appeal of the Director's issuance of a Defensible Space Plan, whichever is longer~~ **by June 1, 2012**. For good cause shown, the Director may extend such deadline for a maximum of two additional years.
- B. Once a Defensible Space Plan has been implemented, the landowner of the property that is the subject of such Plan shall take the following action to maintain and keep the property in compliance with the Plan:
  - 1. Tall grasses, leaf clutter and dead branches on living trees shall also be removed within Zones One and Zone Two on an annual basis. Dead branches on living trees shall be removed a minimum of 6 feet above grade and a maximum of 10 feet above grade. Loose surface fuels shall be permitted to a maximum depth of three inches. This requirement is primarily intended to eliminate trees, ~~brushes,~~ shrubs and surface debris that are completely dead or with substantial amounts of dead branches or leaves/needles that may readily burn.
  - 2. **After June 1, 2012** ~~All~~ dead, dying, and beetle-infested trees (as defined in Chapter 11 of Title 5 of this Code) located within Zone One, Zone Two and Zone three shall be removed on an annual basis **in order to maintain defensible space**.
- C. If ownership of property that is subject to a Defensible Space Plan is transferred prior to the deadline for the creation of the defensible space as described in the Plan, the selling landowner shall notify the purchaser of the deadline for the creation of the defensible space as described in the Plan. The purchaser shall then be required to create the defensible space required by the Plan within the ~~prescribed time period~~ **required in subsection A of this section, and the duty to maintain the property as required subsection B of this section.**

5-12-13: PERMIT FOR ESTABLISHMENT OF DEFENSIBLE SPACE:

- A. No work shall be done to implement a Defensible Space Plan until the owner has

1 obtained a Defensible Space Permit from the Fire District. There shall be no fee for a  
2 permit issued prior to June 1, 2010. Thereafter, the fee for such permit shall be \$45.00,  
3 unless a different fee is provided for in an intergovernmental agreement between the  
4 Town and the ~~Red, White and Blue Fire Protection~~ District.  
5

6 B. When defensible space has been created on a property, the property shall be inspected by  
7 the Fire District to determine if the defensible space complies with the Defensible Space  
8 Plan for the property and the Defensible Space Permit that was issued for such work. If  
9 so, an ~~appropriation~~**appropriate** notation shall be included in the permit file.  
10

11 C. If the Director determines that a landowner had previously created adequate defensible  
12 space on the landowner's property before the inspection by the Town, ~~the permit fee to~~  
13 ~~be paid by the landowner to the Fire District shall be waived~~ **no permit fee shall be**  
14 **required to be paid by the landowner.**  
15

16 5-12-14 NOTICE OF VIOLATION:  
17

18 B. If the Director ~~determines~~**believes** that a violation of section 5-12-~~18~~**12** exists the  
19 Director shall notify the landowner of the property. Such notice shall be given either by  
20 certified mail or personal delivery.  
21

22 C. The notice shall:  
23

- 24 1. advise the landowner that a violation of section 5-12-~~18~~**12** exists on the  
25 property;
- 26 2. describe the nature of the violation; and  
27
- 28 3. advise the landowner that the violation of section 5-12-~~18~~**12** must be corrected  
29 within thirty days following receipt of the notice, or that an acceptable plan  
30 and schedule for the correction of the violation must be submitted to the  
31 Director within such thirty day period.  
32

33  
34 D. If the landowner disputes that a violation of section 5-12-~~18~~**12** exists on the property, the  
35 landowner shall notify the Director of such dispute within ten days of receipt of the  
36 Director's notice. If a timely notice of dispute is given, the Town shall not file a  
37 complaint seeking a court order pursuant to section 5-12-~~18~~**15** until the Director has met  
38 with the landowner in an effort to resolve the dispute. If the Director meets with the  
39 disputing landowner and is unable to resolve the dispute, or if the landowner fails or  
40 refuses to meet with the Director. the Town may file a complaint for a court order  
41 pursuant to section 5-12-~~16~~**15**.  
42

43 5-12-15: COURT ORDER:  
44

45 A. If the landowner fails to comply with the Director's notice as described in section

1 5-12-15~~14~~ within the applicable time period, the Town may apply to the  
2 municipal court for a court order pursuant to Section 1-8-10 of this code.  
3

4 B. The procedure to be followed in connection with a complaint filed by the Town  
5 pursuant to this section shall be as provided in Section 1-8-10 of this code.  
6 However, if the address to which the landowner's tax bills are to be sent is  
7 located outside of Summit County, Colorado according to the records of the  
8 Summit County Treasurer, service of process by mail shall be allowed in  
9 accordance with Rule 4(g) of the Colorado Rules of Civil Procedure.

10  
11 C. No person acting pursuant to a court order issued pursuant to this section shall  
12 have any personal liability except for acts intentionally taken in violation of the  
13 court order.

14  
15 D. In case of an emergency involving imminent danger to public health, safety, or  
16 welfare, the Director may authorize immediate correction of any violation of this  
17 chapter without notice or court order.

18  
19 E. Nothing in this section shall preclude the Town from seeking enforcement of this  
20 chapter in a court of competent jurisdiction other than the municipal court. Such  
21 action shall be subject to the applicable rules governing such action.  
22

23 5-12-16 RESPONSIBILITY FOR COSTS OF COMPLIANCE; COLLECTION; FAILURE TO  
24 PAY:

25  
26 A. A landowner who fails to comply with a court order entered pursuant to this  
27 chapter shall ~~be liable to the Town for and shall pay and bear all actual costs and~~  
28 ~~expenses incurred by the Town to enforce the order and bring the landowner's~~  
29 ~~property into compliance with the Defensible Space Plan for the landowner's~~  
30 ~~property, together with an additional fifteen percent (15%) assessment for~~  
31 ~~administrative costs and the reasonable attorney's fees incurred by the Town in~~  
32 ~~enforcing the court order~~ **be assessed twice the whole cost to create defensible**  
33 **space on the property, including reasonable administrative fees.** Such costs  
34 and expenses are due and payable in full thirty days after an itemized statement  
35 describing such costs and expenses is mailed to the landowner at the address to  
36 which tax notices are sent according to the records of the Summit County  
37 Treasurer, or within thirty days after such itemized statement is served upon the  
38 owner by personal service.  
39

40 B. All costs and expenses owed by the landowner to the Town pursuant to this  
41 chapter may be collected by the Town in any action at law; and, at the option of  
42 the Town, assessed against the property as hereinafter provided. If the Town is the  
43 prevailing party in any action brought to collect the costs and expenses described  
44 in subsection A of this section, it shall also be entitled to recover its attorneys'  
45 fees incurred in such action.

- 1  
2 C. All costs and expenses owed by the landowner to the Town pursuant to this  
3 chapter shall be a lien on the landowner's property, which lien shall be prior to all  
4 existing liens or encumbrances on the property, except for the lien of the general  
5 property taxes and the lien of any prior special assessment. The Financial Services  
6 Manager may file with the Summit County Clerk and Recorder a verified lien  
7 statement describing the property that is subject to the lien and the amount due to  
8 the Town. The Town's lien may be foreclosed in the manner provided by law for  
9 the foreclosure of a mortgage.  
10  
11 D. In addition to the other methods of collection described above, if all costs and  
12 expenses owed by an landowner to the Town pursuant to this chapter are not paid  
13 when due, the Financial Services Manager may certify such unpaid fees and costs  
14 to the Summit County Treasurer pursuant to section 31-20-105, C.R.S., to be  
15 collected and paid over by the Summit County Treasurer in the same manner as  
16 taxes are authorized to be collected by Title 31, C.R.S.  
17

18 5-12-17: UNLAWFUL ACTS:  
19

- 20 A. It shall be unlawful and a misdemeanor offense for any landowner to fail or refuse  
21 to fully implement a Defensible Space Plan issued by the Director pursuant to this  
22 chapter ~~within three years of receipt of the Plan by the landowner~~ **by June 1,**  
23 **2012**, or such additional time as may have been approved by the Director pursuant  
24 to Section 5-12-13(A).  
25  
26 B. It shall be unlawful and a misdemeanor offense for any landowner to fail or refuse  
27 to comply with the requirements of section 5-12-12(B) of this chapter.  
28  
29 C. It shall be unlawful and a misdemeanor offense for any person to violate any other  
30 provision of this chapter.  
31  
32 D. It shall be unlawful and a misdemeanor offense for any landowner or occupant to  
33 deny the Director access to the property owned or occupied by the landowner or  
34 occupant if the Director presents an inspection warrant issued pursuant to this  
35 chapter.  
36

37 **An action to enforce the penal provisions of this section shall be brought separately from**  
38 **any action for a court order filed by the Town pursuant to Section 5-12-15.**  
39

40 5-12-18: TOWN PROPERTY: The Town shall establish defensible space around all Town-  
41 owned buildings and structures by June 1, 2012. Such defensible space shall be created in  
42 accordance with the standards established by this chapter. The deadline may be extended by **the**  
43 **Town Council by** not more than two years if budgetary constraints or site-specific constraints  
44 preclude compliance with the June 1, 2012 deadline. Any extension of the June 1, 2012 deadline  
45 shall be made by a nonemergency ordinance duly adopted by the Town Council. In connection

1 with the establishment of defensible space on Town property the Town shall work with state and  
2 federal agencies, Summit County, and neighboring municipalities to continue coordinated long  
3 range planning efforts designed to reduce the risks of fire by creating defensible space and fuel  
4 breaks on government-owned properties.

5  
6 **5-12-19: CONDITION PRECEDENT TO CHALLENGE: It is a condition precedent to**  
7 **any legal challenge to any portion of this chapter, or the application of any portion of this**  
8 **chapter to any specific property, that the person initiating such challenge shall have first**  
9 **given the Town written notice of intent to bring such challenge not less than ninety days**  
10 **before filing any legal proceeding. Such notice shall be sent to the Town Council of the**  
11 **Town of Breckenridge by certified mail, return receipt requested, at P.O. Box 168,**  
12 **Breckenridge, Colorado 80424, and shall set forth: (i) the name and address of the claimant**  
13 **and the claimant’s attorney, if any; and (ii) a concise statement of the factual and legal**  
14 **basis for the claimant’s challenge to the this chapter, or the application of this chapter to**  
15 **the claimant’s property. To the extent that the provisions of this section conflict with the**  
16 **notification requirements of Section 24-10-109, C.R.S., or any other applicable law the**  
17 **provisions of such statute or other applicable law shall control.**

18  
19 **5-12-20: NO LIABILITY: The creation of defensible space pursuant to this chapter does**  
20 **not assure the landowner that losses or damages will not be sustained in the event of a**  
21 **wildfire. The adoption of this chapter does not create any duty on the part of the Town, its**  
22 **officers, employees or agents, to any person with regard to the enforcement or**  
23 **nonenforcement of this chapter. No person shall have any civil liability remedy against the**  
24 **Town or its officers, employees or agents, for any loss or damage suffered, caused by, or**  
25 **arising from the adoption, enforcement or nonenforcement of this chapter under any legal**  
26 **theory. Nothing in this chapter shall be construed or interpreted as creating any liability on**  
27 **the part of the Town or its officers, employees or agents, or to waive any of the immunities,**  
28 **limitations on liability or other provisions of the Colorado Governmental Immunity Act,**  
29 **section 24-10-101, et. seq, C.R.S., or any other immunity, protection, defense or limitation**  
30 **on liability otherwise available to the Town, or its officers, employees or agents.**

31  
32 **5-12-1921** APPLICABILITY: The provisions of this chapter shall apply to all public and private  
33 lands within the corporate limits of the Town.

34  
35 **5-12-2022: RULES AND REGULATIONS:** The Director has the authority from time to time to  
36 adopt, amend, alter and repeal administrative rules and regulations as necessary for the proper  
37 administration of this chapter. Such regulations shall be adopted in accordance with the  
38 procedures established by Title 1, Chapter 18 of this Code.

39  
40 **Section 2.** Except as specifically amended hereby, the **Breckenridge Town Code**, and the  
41 various secondary codes adopted by reference therein, shall continue in full force and effect.

42  
43 **Section 3.** The Town Council hereby finds, determines and declares that this ordinance is  
44 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and

1 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants  
2 thereof.

3  
4 Section 4. This ordinance shall be published and become effective as provided by  
5 Section 5.9 of the Breckenridge Town Charter.

6  
7 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
8 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2009. A Public Hearing shall be held at the  
9 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
10 \_\_\_\_\_, 2009, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the  
11 Town.

12  
13 TOWN OF BRECKENRIDGE, a Colorado  
14 municipal corporation

15  
16  
17  
18 By \_\_\_\_\_  
19 John G. Warner, Mayor

20  
21 ATTEST:

22  
23  
24  
25 \_\_\_\_\_  
26 Mary Jean Loufek, CMC,  
27 Town Clerk

**MEMORANDUM**

**To:** Town Council

**From:** Peter Grosshuesch

**Date:** May 20, 2009

**Re:** Town Council Consent Calendar from the Planning Commission Decisions of the May 19, 2009, meeting.

---

***DECISIONS FROM THE PLANNING COMMISSION AGENDA OF May 19, 2009:***

**CLASS C APPLICATIONS:**

1. Allen Residence, PC#2009018, 596 Gold Run Road

Construct a new single family residence with 3 bedrooms, 3 bathrooms, 3,829 sq. ft. of density and 4,545 sq. ft. of mass for a F.A.R. of 1:7.81. Approved.

2. Koch Residence, PC#2009020, 95 Victory Lane

Construct a new single family residence with 5 bedrooms, 5.5 bathrooms, 5,072 sq. ft. of density and 6,208 sq. ft of mass for a F.A.R. of 1:4.36. Approved.

**CLASS B APPLICATIONS:**

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

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. Remove the non-historic structure from the property, and construct a new single-family residence for a total of 2,372 sq. ft. of density, 2,752 sq. ft. of mass and a F.A.R. of 1:2.30. Approved.



**PLANNING COMMISSION MEETING**

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

**ROLL CALL**

Dan Schroder	Rodney Allen	Michael Bertaux
Leigh Girvin	JB Katz	Jim Lamb
Dave Pringle arrived at 7:05 pm		

**APPROVAL OF MINUTES**

With no changes, the minutes of the May 5, 2009 Planning Commission meeting was approved unanimously (6-0).

**APPROVAL OF AGENDA**

With no changes, the May 19, 2009 Planning Commission agenda was approved unanimously (6-0).

**CONSENT CALENDAR:**

1. Johnson Residence (JP) PC#2009019, 1030 Four O’Clock Rd. (*withdrawn; to be rescheduled to a future date*)
2. Allen Residence (CK) PC#2009018, 596 Gold Run Rd.
3. Koch Residence (MGT) PC#2009020, 95 Victory Lane

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

**PRELIMINARY HEARINGS:**

1. Gondola Lot Master Plan (CN) PC#2009010, 320 North Park Avenue

Mr. Neubecker presented a proposal to Master Plan the north and south parking lots surrounding the town gondola terminal with a condo-hotel, townhomes, commercial uses, mixed use building, new skier service facilities, new transit facilities, and two parking structures. The proposal also included development on portions Wellington parking lot and the East Sawmill parking lot, plus modifications to the Blue River, all of which are owned by the Town of Breckenridge.

This is one of the largest projects the Commission has reviewed, and certainly one which has potential for enormous impacts to the Town. While we do not want to rush this process, we would like to review this application in as timely a process as possible. Accordingly, the applicant has committed to working with staff and the Commission to address issues, and has started by submitting a plan that is very similar to the recently completed Gondola Lots Vision Plan. As staff has done with other major applications, staff will schedule reasonable portions of the project to cover during our meeting times, and can adjust the schedule if too much or too little is trying to be reviewed.

The review will be structured into several topics. Some topics overlap into others, and there will be some skipping around in the order topics are presented. However, staff believes the listed topics would be appropriate to cover for a preliminary review of the master plan. After a round of input on each, the applicant will be making a single set of revisions for the master plan, and staff and the Commission will proceed from there.

- I Introduction to process / Overview of project (5/19/09)
- II. Circulation/Access
  - a. Vehicular
    - Public road alignment
    - Parking structures
    - Project parking
    - Traffic/Circulation/Impacts
    - Service Access
    - Transit/Gondola
  - b. Pedestrian Circulation
- III. Development Concept
  - a. Site plan/uses
  - b. Architectural character
  - c. Building heights

- d. Amenities
- e. View Corridors
- f. Landscaping
- g. Relationship to Historic District
- IV. Density analysis
- V. Infrastructure, Utilities and Drainage
- VI. Blue River Corridor
  - a. Amenities
  - b. Improvements
  - c. State Permits
- VII. Sustainability/Green Codes/LEED
- VIII. Phasing

The next step in the process will be to review specific aspects of the project. Staff anticipated that circulation, access, and transportation issues will be the first topic to discuss, as these issues may affect major design aspects of the development. Staff noted that issues raised during one meeting may not be directly addressed in the next meeting, which may focus on a different topic. However, staff will attempt to keep the Commission informed of plan revisions and new information when necessary. Otherwise, plan revisions will be presented near the end of the process, when one final plan including all revisions is presented. Staff welcomed any general comments from the Commission on the process proposed.

*Applicant Presentations:*

Mr. Alex Iskenderian (VRDC): Mr. Iskenderian discussed history of the project, including removal of density as part of the Peak 8 Master Plan. The Peak 8 Master Plan included a transfer of density from the gondola lot to the Peak 7 and 8 base areas, as well as some sunsetting of density. Started the charrette process with the Town to begin visioning the Riverwalk and gondola area, and determined that the updated density (201 SFEs) would be appropriate for the site. Additional input from the Town was that the development area needed to be well integrated into town. VRDC put together a committee with Town and VRDC representatives, and spent 6-8 months doing a visioning process to come up with the current plan. The group met with Town Council and Planning Commission several times during the visioning process. Several public open houses and focus groups were also held to ensure that the public was engaged through the process. Overall the process seemed successful, and the plans from this process were submitted to the Town.

Mr. Bill Campie (DTJ Design): Mr. Campie discussed design drivers for the master plan process, which were noted in the Planning Commission report. Big issues were compatibility with the Town, transportation and transit. Discussed design concepts for the plan, including “extending the grid,” which was deemed too close to mimicking Main Street, and “the grand hotel” based on a quality iconic building as the core of the plan. Both concepts were taken to public meetings and discussed with the community. The input provided by the community helped the design team to get to the plan that was submitted to where it is today.

*Commissioner Questions/Comments:*

- Mr. Bertaux: Abstained from the issue as an employee of the Breckenridge Ski Resort.
- Mr. Lamb: Why aren't there two entry points to both of the parking structures? What is the second access at the south parking structure for the condo hotel? (Mr. Campie: Second access is valet / special events parking which is separate from the main entry point.) Agreed that circulation is a great place to start.
- Mr. Schroder: Infrastructure and drainage is a really important issue, especially snow melt concerns with the structures.
- Ms. Katz: Where do you foresee skier drop offs happening? The current configuration is very busy. (Mr. Campie: Considering temporary parking spots in addition to the Gondola Drop off area. VRDC is considering adding drop off at Peak 8 as well.) Buses do a one-way from Park or go all the way through the project? (Mr. Campie: Unsure of exact bus routing at this time.) (Mr. Allen: When will you have input from CDOT regarding the bus access?) Is the bus parking area also used for shuttle buses from hotels/condos? (Mr. Campie: Shuttles will go to the gondola drop-off or the Peak 7 drop-off.) Circulation seems to be a large component of the master plan process. The impacts are really important.

Mr. Pringle: Have you analyzed the traffic study? Concerned with the access point with 1st Bank and town hall. (Mr. Campie: The traffic study shows that this alignment works. The left turn is an LOS (“level of service”) E, which is typical for unsignalized left turns. A signal is not possible at that location.) The 1,200 spaces will be in addition to the parking needed for the condo/hotel building in the south parking structure? (Mr. Campie: Yes, condo/hotel parking will be located below the condo/ hotel building. Also the building will have conference and restaurant space. Retail/restaurant uses are also proposed to be located along the ground floor of the building.) Will the Town/Commission see a full development plan for the Riverwalk? (Mr. Neubecker: There are goals to expand the Riverwalk and this is the transition point from the developed river (south) to the natural river (north). Currently the river isn’t accessible. Need to determine when this happens and who takes care of it, how it is phased, etc.)

Mr. Allen: Can Mr. Campie please walk the commission through the circulation? (Mr. Campie: Displayed the proposed site plan and noted locations for parking structure, condo/hotel building, mixed use building, transit/skier service building, bus transfer circulation and drop off, townhomes, etc. Will use diverse building heights on site so the entire site doesn’t look the same. Park Avenue is the main access for the site, with some access from Main Street. Project doesn’t bring a lot of new traffic to the town; rather it provides walk-to uses, parking to replace the existing lots, circulation for buses, pedestrian and skier traffic. Team is working with CDOT on Park Avenue access, but proposal is that buses will access from Park Avenue and at proposed North Depot Road. Warrants for a traffic signal may be met at Park Avenue and French Street with this project, which will help to facilitate circulation. Pedestrian access will be provided and well identified. Proposed streets will have design techniques to promote slow speeds. Potential service access locations were identified.) Can you walk us through a pedestrian’s journey from the skiback, to the structure, to town, etc.? (Mr. Campie: Once skiers are used to parking in this development, we believe that many will park in the south parking structure which is closer to the skiback access via the Skyway Skiway. Also will provide signage for pedestrians through several plaza areas through the project and around the condo/hotel to Main Street and other areas of the gondola lot.) (Ms. Katz: What is the slant of the site?) (Mr. Campie: High point at southwest end.) (Mr. Neubecker: Described the ownership of the buildings around Town Hall. They are not under Town or VRDC control.) The vision sounds like it is to get people to Main Street. (Mr. Pringle: The train park will be located along the proposed pedestrian way.) (Mr. Campie: Discussed trolley or some kind of loop transit that services the project and the Main Street.) (Mr. Pringle: Important to keep the plazas small and dynamic.) How far do we discuss the Riverwalk at this point? Important to circulation as well. (Mr. Neubecker: Riverwalk will connect to the bike path to the north. Many important river corridor discussions are anticipated for channeling, eddies, habitat, landscape, etc.)

Mr. Allen opened the hearing to public comment.

Stephanie Epps (listing agent for property on Watson adjacent to the project): Concerned with traffic and pedestrian safety on Watson. It’s a busy road. People on bikes don’t look for cars. Will be difficult to cross the road without a bridge or some other crossing assistance.

Bill Kiester (Resident at French and Main): Noticed that many skiers do not use the “ski back” and instead remove their skis and walk across Highway 9. Need to address skier circulation.

Dave Garrett (Adjacent Property and business owner): Was there any discussion of putting a structure on the Gold Rush lot or in another location that is more hidden rather than in the center of town? Important that conceptual things, such as building heights for hotel and structure, are discussed before it is approved. Heard in meetings that the street grid system should be maintained to keep the “small town feel”. The “grand hotel” idea has been tried in several projects in town (Village at Breckenridge, Main Street Station, Beaver Run) and they have had issues filling their plazas and businesses.

Mark Burnell (Property owner at French and Wellington): Curious about whether the approach of “blurring the property lines” is the right way to go. Who are the land owners? Just VRDC and town? (Mr. Allen: Yes.)

There was no additional public comment and the hearing was closed.

*Commissioner Comments:*

- Ms. Katz: Really disappointed in the circulation. The amount of pickup/drop-off area is under-estimated and is used by more than just ski school users. Pickup/drop-off shouldn't be buried in the middle of the project. They are going to go as close to the gondola as they can get, regardless of where you provide drop-off space. People will drop-off on Watson and other streets with traffic issues. Even if the lodge shuttles are supposed to go to Peak 7 and drop off, they won't. People want to ride the gondola. Shuttles also will start pulling up wherever they can, and are more likely to go to the designated spot within the project. If CDOT allows the  $\frac{3}{4}$  turn at North Depot road it might work, but overall disappointed with the bus circulation. Concerned with parking structures and filling up north first, because the south parking lot is closer to everything else and is more hidden, and that's where everyone will want to park. Concerned with the access point for the bank and town hall is constrained and will have heavy use. Seems that the current system is finally clicking and it is critical to maintain that. Agreed with what Ms. Epps said regarding Watson Street traffic. Agreed that other issues on the list will be addressed during the process.
- Ms. Girvin: Agreed with Ms. Katz that the exit for the south parking lot is inadequate. Current circulation is already constrained; and adding 600 cars with no signal is not appropriate. Turn lanes are going to be needed on French Street and on Park Avenue. Lodging bus designation points will need to be considered. Would like to see a diversity of architecture on the property, and the three clusters of townhomes should all look different. Swan Mountain Villas is a good example of everything looking the same; we don't want suburbs here in Town. There are a lot of impervious surfaces here and concerned with water quality. Going to lose parking if the river is moved to the east. Most important reservation is to create a "real place" and not just something that "feels like a real place". We don't want it to feel like River Run. Agreed that the approach is correct as far as topics listed.
- Mr. Schroeder: Left turns at the south parking garage are a major concern. Left turn into the north parking lot on French needs turn lanes. The gondola is a draw for people in town, and need to make sure that people will use public transportation rather than get a car out of the structure to drive to Mi Casa or another restaurant. Fearful that traffic isn't minimized. We are approaching this in the correct manner.
- Mr. Lamb: Blue River corridor should move up on the list and same with the CDOT permits. Comments that Ms. Girvin made about French Street and 1st Bank intersections are shared. County and town have done a great job with a complicated bus system, and need to be included in discussion for the bus system and routing. Liked the two parking structures (north and south). Circulation does seem most important and the is the backbone of the process.
- Mr. Pringle: Liked Mr. Campie's thoughts about bringing the dynamic flavor into the development with small pedestrian areas and cars. Concerned with traffic and congestion at the end of a ski day. What can we do to bring people into the project, and also make it easy to get out? Can an underground roadway be explored to get people out of town? Access and egress and circulation management are most important. Create an authentic story and viable project. The condo/hotel will be a large building and iconic, big buildings when done correctly and when sympathetic to town vision can be great. Agreed with Mr. Lamb that the river corridor should move up on the list. This is going to be the most important project that the town will see in a long time. We are approaching this process correctly.
- Mr. Allen: This is a great start, and the project goals and vision are good. Agreed with Ms. Girvin regarding the turn lanes. Would like to see North Depot Road enhanced to be a place where a lot of the cars go, if cars go from French and to North Depot we will have the least amount of pedestrian conflict. Would like to think ahead about how we capture the pedestrians from future lot development at Gold Rush, Postal Lot and Parkway Center developments, especially when people cross Park Avenue. River corridor is a part of circulation and should be discussed now. Has coming out of the north side of the south parking structure been considered with a roundabout at Mountain Thunder Drive? Phasing plan should include a pedestrian circulation plan that works with the entire project throughout the construction. The north parking structure should also be "wrapped" like the south structure. Ski back tunnel is a big issue and is a current disaster and doesn't seem inviting or easy for thousands of skiers to get through the project. Where is the sense of arrival for skiers? Can the tunnel arrive into the plaza to invite people in? Concerned with pedestrians walking along Park Avenue. Gondola plaza looks wonderful, but the crossing over to Watson and the South Depot Road doesn't seem inviting.

Buses turning left onto Park Avenue are key and need to be confirmed with CDOT. We are approaching the process correctly.

Applicant Response, Mr. Campie: Goal for the north parking structure is to locate it closest to the gondola and nearest egress from town. There will be less reason to drive down Watson with signals at Ski Hill and French. Many of the circulation issues mentioned are already problems today, and it is our intention to improve the current situation with this project.

2. Lot 5, McAdoo Corner (MGT) PC#2009009, 209 South Ridge Street

Mr. Thompson presented a proposal to construct a new 3,365 sq. ft. restaurant on Lot 5 of McAdoo Corner Subdivision. At this time Staff anticipated no positive or negative points. However, the applicant is considering a wood fired pizza oven. If positive points would be needed to mitigate the negative points, the applicant would most likely add solar panels to the roof to mitigate the negative points.

Staff believed that the application was moving along nicely and welcomed any additional input from the Planning Commission. Staff requested feedback on policies 158, 80A, 163 and 164.

Applicant Presentation, Janet Sutterley, Architect:

Ms. Sutterley discussed the updated elevations for the building that addressed the Commission's previous comments.

Building design has changed to meet code for density and connections. Façade changes to materials and windows, and the setback was updated per concerns with adjacent historic buildings. An elevator and stair were added to meet code requirements and are located on the south side. Roof design was updated to reflect the elevator addition. Mechanical equipment will be located on the first story roof and is screened with adjacent properties and landscaping. Chimney is there because it is a wood burning pizza oven. Density was also moved to the basement of the structure. Larger spruce trees were located on the north side of the building. (Mr. Berteaux: What are you going to use the basement for?) Storage, coolers, handicap bathroom, food prep area, etc. (Mr. Allen: Do any of the surrounding buildings have a metal chimney?) Brick is adjacent, and materials are not determined at this time. Open to your ideas. (Mr. Neubecker: We can look at the code and I think brick is something we would consider. If it is a stove pipe, then a metal chimney makes sense.) (Mr. Allen: How big is the chimney?) It is about 10 feet high. (Mr. Pringle: Would prefer a more typical material that is compatible with the architecture.)

Mr. Allen opened the hearing to public comment.

Stephanie Epps, neighboring property owner/local realtor: The property is within an association. To pave the parking the rest of the association will need to be involved, for the Commissioners information.

Jan Radosovich, neighboring property owner/local realtor: Where is the new staircase? Concerned about the location. (Ms. Sutterley discussed the stair and its purpose for emergency use only as a secondary access.)

There was no additional public comment and the hearing was closed.

*Commissioner Questions/Comments:*

Mr. Berteaux: Supported the grease trap and paving the parking. Supported EPA phase II requirement for the wood burning appliance. Would like the chimney to be brick and put the solar panels in anyway.

Mr. Lamb: All of the concerns have been addressed. Trust you to work it out regarding the chimney materials.

Mr. Schroder: Looks ready to go for final. Would like to see brick on the chimney, and would love to see solar panels whether or not there are negative points.

Ms. Katz: Happy with the changes that have been made. Less concerned with the chimney and trust you to work it out. Trust that Ms. Epps will work with the HOA to get paving. Ready to go to final.

Mr. Pringle: Is it possible to do a wood fire pizza restaurant that is EPA rated? (Mr. Thompson: Some EPA furnaces may be available. One neighbor did call and would prefer that if a wood burning device is used that it meet all EPA requirements.) (Mr. Neubecker: Code requires an EPA Phase II for residential but not for a cooking device.) (Ms. Katz: We cannot require them to do more than what is required.) (Mr. Neubecker: You are welcome to use EPA Phase II if you wish.) Changes look good and have no critical comments. Please look for way to avoid the negative points for the stove.

- Ms. Girvin: Missed the first hearing, but what we have now looks good. Agreed with Mr. Bertaux's comments. Liked the look of the brick chimney next door to this project. One comment for staff is that the public comments from previous hearings weren't included in the staff report and it would be helpful to include those.
- Mr. Allen: Thought it looks good and open to chimney materials. If you use metal on the chimney, please show some example where its been used before. Would like to encourage you to see if there are incentives for putting in solar panels and propose that.
- Ms. Sutterley: Can solar panels be used to heat paved areas? (Mr. Neubecker: Positive points will be necessary if they choose to use a wood burning appliance.) (Ms. Katz: Can we waive the model requirement?) (Mr. Neubecker: The Planning Commission can waive that requirement.)

**COMBINED HEARINGS:**

1. Peters Residence Renewal (MM) PC#2009015, 305 & 307 East Washington  
Mr. Neubecker presented on behalf of Mr. Mosher. The application was presented as a worksession at the May 5 hearing due to issues with the public notice. The proposal was 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. The proposal was also to 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. This proposal has been discussed in several previous work sessions.

Mr. Allen opened the hearing to public comment. There was no public comment and the hearing was closed.

*Commissioner Questions/Comments:*

- Mr. Bertaux: Good.  
Mr. Lamb: Good.  
Mr. Schroder: Good.  
Ms. Katz: Good.  
Mr. Pringle: Good.  
Ms. Girvin: Good.  
Mr. Allen: Good.

Mr. Pringle made a motion to approve the point analysis and the Peters Residence Renewal, PC#2009015, 305 & 307 East Washington. Ms. Katz seconded, and the motion was carried unanimously (7-0).

**TOWN COUNCIL REPORT:**

No report was presented.

**OTHER MATTERS:**

1. CLG Presentation by Mr. Dan Corson, Colorado Historical Society  
Ms. Cram introduced Mr. Dan Corson from the Colorado Historical Society, who was in attendance to observe the Commission's review of projects within the historic district as well as make a presentation to the Commission about their responsibilities as a Certified Local Government.

Mr. Corson: Thanked the Commission for allowing him to present at tonight's meeting. He presented packets of materials to the Commissioners. The packets included information regarding Colorado Certified Local Government requirements, economic benefits to historic preservation, and information on the National Trust for Historic Preservation and preservation week. He also touched on the tax credit process.

*Commissioner Questions/Comments:*

- Mr. Bertaux: How are we doing? (Mr. Corson: Everyone does it differently and each community sets its own standards. Our goal is to see that you know what you're doing and what the guiding principles are, and not to criticize but to educate.) We wrestle with some modern issues on a regular basis, one is solar panels on historic buildings and the other is replacing windows in an historic building when there are newer energy efficient windows on the market. How do other towns struggle with this? (Mr. Corson: We now have solar panels on the state capital but you can't see them from the street. Only provides about 1.2% of the power on the building. Some communities consider an energy audit

(insulation, etc.) prior to allowing installing solar panels on historic buildings. Windows are complex. Energy efficiency doesn't mean that it is the most sustainable solution. If the windows have been there for several hundred years, they may be better off to be restored as they will last many more years. Important to consider what amount of energy is used to manufacture and transport that window.)

Ms. Cram noted that historic training for the Planning Commission will be scheduled in the fall.

***ADJOURNMENT***

The meeting was adjourned at 10:00p.m.

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Rodney Allen, Chair



## 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**

Thursday, May 21; 12 pm	Special Council Meeting
Tuesday, May 26; 1:30pm	Council Mini-Retreat
Tuesday, May 26; 7:30pm	Second Meeting of Month/NO WORK SESSION
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