



**BRECKENRIDGE TOWN COUNCIL
WORK SESSION
Tuesday, February 23, 2010; 3:00 p.m.**

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.*

3:00 – 3:15 p.m.	I. <u>PLANNING COMMISSION DECISIONS</u>	Page 2
3:15 – 4:00 p.m.	II. <u>LEGISLATIVE REVIEW*</u> Trash Ordinance Amendment Town Charter Amendments Open House Signs Supplemental Appropriation CDOT/Highway 9 Valley Brook CDBG Citizen Participation Census 2010 Partner	Page 56 Page 68 Page 74 Page 77 Page 81 Page 102 Page 106
4:00 – 4:30 p.m.	III. <u>MANAGERS REPORT</u> Public Projects Update Housing/Childcare Update Committee Reports Financials	Verbal Verbal Page 11 Page 13
4:30 – 5:15 p.m.	IV. <u>OTHER</u> Breckenridge Heritage Alliance 2009 Report Reiling Dredge Report	Page 26
5:15 – 6:00 p.m.	V. <u>PLANNING MATTERS</u> Sustainable Task Force – Carbon Action Plan	Page 33
6:00 – 6:30 p.m.	VI. <u>EXECUTIVE SESSION</u>	
	*ACTION ITEMS THAT APPEAR ON THE EVENING AGENDA	Page 50

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

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

MEMORANDUM

To: Town Council

From: Peter Grosshuesch

Date: February 17, 2010

Re: Town Council Consent Calendar from the Planning Commission Decisions of the February 16, 2010, meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF February 16, 2010:

CLASS C APPLICATIONS:

1. AT&T Temporary Tower, PC#2010006, 103 South Harris Street
Install a temporary tower, also known as a "C.O.W." (cell-on-wheels), for a maximum of six (6) months, to provide supplemental mobile telephone service while a permanent tower location is determined and installed. Approved.

CLASS B APPLICATIONS:

1. Resubdivision of Lot 1B, Block 9, Breckenridge Airport Subdivision, PC#2010004, 1925 Airport Road
Subdivide the existing Lot 1B, Block 9, of the Breckenridge Airport Subdivision into two lots for commercial use. Approved.

PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With no changes, the minutes of the February 2, 2010, Planning Commission meeting were approved unanimously (6-0).

APPROVAL OF AGENDA

With no changes, the Agenda for the February 16, 2010 Planning Commission meeting was approved unanimously (6-0).

CONSENT CALENDAR:

1. AT&T Temporary Tower (CN) PC#2010006, 103 South Harris Street

Ms Girvin made a motion to call up the AT&T Temporary Tower, PC#2010006, 103 South Harris Street. Mr. Lamb seconded, and the motion was approved unanimously (6-0).

Mr. Neubecker presented the request. The proposal is to include a temporary cellular telephone tower at the old CMC parking lot; the space would be leased from the Town. Representatives from Black and Veatch and AT&T were in attendance, and presented a photo of the potential temporary tower. The Town has received 10 letters of support for the temporary tower. The Town has received no opposition to the tower. The main concern is that with the increased population during busy times of the year, there is a decreased level of service in Town, and users experience many dropped calls or failure to connect. This is a temporary solution for up to six months, and AT&T is looking at different options for a permanent solution.

Commissioner Questions/Comments:

Ms. Girvin: Were there any private property sites approached before the Town? (Mr. McCreedy/ Mr. Kenney: We looked at the Post Office at French and Park, also the building next door to Town Hall in the rear. We need it near the center of town, next to power and telecommunications, and the old CMC campus provides that.) How many parking spaces including the fencing around the trailer? (Mr. McCreedy/ Mr. Kenney: The trailer sits in one parking space, with the fence it takes up about two spaces, not 50.) Did you do a site visit with staff? The location will block a public pathway between the two parking lots. Is there another place in the lot that it can be placed? (Mr. McCreedy/ Mr. Kenney: We looked at a couple of locations around the lot and there were obstructions with trees and buildings. The proximity to the power and telecommunications makes this the best location. Access for technicians is also a factor.)

Final Comments: I want the Town staff to understand how popular that parking area is. I did a parking count and it is very well used by residents. We can certainly give up a few spaces for this temporary tower, but whenever it is a busy weekend that lot is full. We need to not continue to over-program CMC. We also have an issue in this area with graffiti. I am afraid that an urban use like this tower will encourage more graffiti. The path between the lots is very well used, and if there is a way that the trailer could be situated to not block pedestrian travel it would be beneficial. I have an issue with public lands being given up for a private use, but that since this is a short term duration there is a balance.

Ms. Katz: When would it go up? (Mr. McCreedy/ Mr. Kenney: We would like to get it up as soon as possible, as early as the first week of March if possible.)

Final Comments: I hear what Ms. Girvin is saying, but I am in favor of the project. The need of the community has to be met. Please get this done as soon as possible.

Mr. Schroder: The report says that the fence would be six feet (6') in height? How big is the trailer? (Mr. McCreedy/ Mr. Kenney: The mast is 35'. The trailer is approximately 12'.) (Mr. Neubecker: We

picked a six foot (6') fence because it is readily available.) Will the tower's permanent location be accessible to technicians? (Mr. McCreedy/ Mr. Kenney: We are pursuing rooftop locations, which will be accessible to technicians, even on a roof. That is normally where we are located.)

Final Comments: I think that this project needs to happen. I am in full support of having a permanent solution for this problem.

Mr. Lamb: The language seemed vague on the temporary nature of this. This is temporary correct? It doesn't come back in six months for renewal? (Mr. Neubecker: The temporary license agreement we are working with the applicant on says specifically six months, but allows it to be extended for three months.) Do you expect it to go six months? (Mr. McCreedy/ Mr. Kenney: We anticipate it will be less than six months, we are looking at four - five months total. We need to solidify the permanent location and then obtain Town approvals.)

Final Comments: I agree with everything that Ms. Girvin said. This really needs to be temporary, especially because of the location in the historic district. I understand the problem with phone service, but we need to be careful with this issue as Ms. Girvin states. I have some concerns with the precedent we may be setting with this temporary use.

Mr. Bertaux: Final Comments: I don't have a problem with it. I will support the project tonight, but it isn't likely I would support it again. I don't have a cell phone.

Mr. Pringle: Has there been any negative comment? (Mr. Neubecker: Not that I have received.)

Final Comments: I don't have any problem with it. It is temporary.

Mr. Allen: Final Comments: I concur with everything that has been said, but this needs to happen for our community businesses. It needs to be a temporary solution.

Mr. Allen opened the hearing to public comment.

Andrew Biggin: I would like to encourage the Town to allow this to happen as fast as possible. The disruption to commerce in the Town is devastating. We can't communicate with our business partners, and I am getting feedback from property owners that are frustrated with AT&T. I think this is overwhelmingly needed and I encourage the Town to approve this. (Ms Girvin: How long have you been complaining to AT&T?) Two years.

Katherine Bitzer: I am a local virtual office employee and would like the temporary tower installed as soon as possible. I do my work here in Town. I support this tower. I think we will have a permanent site soon.

Lee Edwards: I have a few questions as a neighbor and resident. How tall is the mast? (Mr. McCreedy/ Mr. Kenney: 35'.) Will the power be underground? (Mr. McCreedy/ Mr. Kenney: No, in a rigid steel pipe on the ground.) Why CMC as opposed to the Riverwalk? (Mr. McCreedy/ Mr. Kenney: We pursued other options, but this is the best physical location for telecommunications and power.)

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

Mr. Pringle moved to approve the AT&T Temporary Tower, PC#2010006, 103 South Harris Street. Mr. Bertaux seconded. The motion was approved unanimously (7-0).

WORKSESSIONS:

1. Footprint Lots (JP)

Ms. Puester presented. Staff held work sessions on footprint lots with the Commission February 3, March 17, and October 20, 2009. The concern around these discussions was the development occurring in the Conservation District, where primary looking structures were being approved in rear yards, leading to development patterns and street appearance in conflict with the historic character of the District.

After these meetings, a few consensus points seemed to arise. These included:

- Secondary structures should utilize a form based code which results in a smaller scale building and simplistic design (e.g. little ornamentation, simple windows, simple siding, etc.).
- Setbacks would be needed for separation of structures/footprints and follow the historic character.

- Footprint lots should be identified by the applicant during the site plan application and review process. Staff asked the Commission to verify that there was consensus on these items.

Staff believed that the most effective method of limiting footprint lots as discussed to date would be to permit footprint lots within the overlay district. This would essentially allow for footprint lots in more commercial areas and prohibit footprint lots in areas with more residential character. Did the Commission concur?

Before proceeding forward with draft language to the Subdivision Code, which currently addresses footprint lots and minimum lot size, as well as the Handbook of Design Standards for the Historic and Conservation Districts, which addresses design, Staff asked whether the Commission had any additional concerns.

Commissioner Questions/Comments:

- Ms. Girvin: I am pleased with the proposed approach to move forward. I would like to have the option that this be a variance outside of the overlay district.
- Ms. Katz: I am pleased with the proposed approach to move forward. I would like to have the option that this be a variance outside of the overlay district.
- Mr. Schroder: I am pleased with the proposed approach to move forward. I would rather have a variance option outside of the district, but to otherwise to prohibit outside of the overlay district. Comfortable with staff's approach.
- Mr. Lamb: Footprint lots can start to take on the look of two homes on two lots, which is the character issue that is being discussed. I am trying to think of a scenario in which the only way the project will work is with a footprint lot. (Mr. Pringle: We have had a case with a steep lot where this scenario was used for the better.) Ok with limiting footprint lots to the overlay district where there is more activity and permitting them only in special circumstances outside of the district with a variance.
- Mr. Bertaux: I like the three bullet points in the staff report. (Mr. Allen: I agree.) The footprint lots should be more than "discouraged" in some areas. Ok with prohibiting in the residential character areas. They could always apply for a variance if the site works best for it. I would like to see draft language for this.
- Mr. Pringle: On the secondary structures bullet item, would this be a concern of footprints lots in terms of the subdivision ordinance? (Ms. Puester: This would be addressed in the Subdivision Code. The form of the buildings would be addressed in the design standards or Development Code.) Should a footprint lot subdivision standard be co-mingled with design standards? (Ms. Puester: No, separate codes. Where it will somewhat co-mingle is at the site plan process, where the applicant would determine the footprint lot lines for planning purposes but it will be in separate codes.) Historically in the residential area, footprint lots were a way to get around the minimal lot size. I like the idea that footprint lots would only be allowed in the overlay district and would be highly discouraged in other areas, not prohibited. We should allow the Planning Commission to use the tool if necessary. (Mr. Neubecker: Do you think we should prohibit but allow it as a variance? The Development Code allows us to discourage something with negative points; however, the Subdivision Code does not. For that reason, the variance route may be better.) Concerned that there may be a case where a footprint lot may be the only tool to move forward. Other solutions should be explored before we would allow for a footprint lot solution outside of the overlay district. (Mr. Grosshuesch: If we leave the door open and don't prohibit it, we may need to write criteria for which it would be approved. There is still a way to approve it with a variance.)
- Mr. Allen: Why not in residential; is it an intensity issue? (Ms. Puester: Yes. There was some discussion on density, parking and community and historic character impacts.) If our code addresses the form of the structure is there any other difference except intensity? (Mr. Grosshuesch: Intensity as well as character.) We shouldn't write an ordinance to cater for an exception; ok with utilization of a variance. Looking at the overlay map, why are some parts of Ridge Street in the overlay district and others not? (Mr. Neubecker: This was an existing map that we developed for a different policy. At the time we looked at areas of town that were the most commercial and tourist oriented. These were areas we wanted to prohibit residential on the ground floor. We didn't draw this map new for this policy.) (Mr. Lamb: If someone wanted to take an area not on this map, they could go for a variance to the Planning Commission.) (Mr. Truckey: During the ground floor office/residential ordinance, we discussed whether or not to extend that map further down Ridge Street, but because of

the mix of residential and commercial we did not. We also wanted to try and keep existing boundaries in place.)

Mr. Allen opened the hearing to public comment.

Lee Edwards: Have you had a chance to study the Sanborn maps to make sure that the secondary buildings are smaller than primary structures historically? (Ms. Puester: No, but we can. Following the design standards for the historic character areas.) The overlay district you are talking about is basically around Main Street, or does this affect the entire historic district? (Mr. Pringle: Not the entire area. It is the tighter area around Main Street.) What are you adding to the existing code that is not there now? Thought that you could not footprint lot in residential areas anyhow. (Mr. Neubecker: We are proposing to clarify that outside the overlay district that footprinting would not be allowed. Right now, you could create a footprint lot. With this, it would be allowed within the overlay district only. That type of intensity is anticipated in the commercial area, but not in a residential area.) Is there a good example of this in Town? (Mr. Neubecker: A recent example was a footprint lot created to allow for a historic barn and new buildings on North Main Street, near Contino's old offices.) What is the difference between a PUD and a footprint? Why are we pursuing another mechanism if it is in place? What more does the footprint lot allow? (Mr. Pringle: Parking and access are reasons for allowing footprint lots.) (Mr. Mosher: Footprint lots allow the density of a site to be met. Historic standards can be met with this approach.)

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

2. Bistro Lighting (JP)

Ms. Puester presented. Staff has been directed by the Town Council to revise the Exterior Lighting Policy (Chapter 12 of the Development Code) to allow for overhead bistro style lighting along walkways internal to a site. Bistro lighting along internal commercial walkways would enhance the pedestrian and shopping experience as people meander through the site to storefronts in the rear of the property. Staff presented proposed language in strike and bold, modifying the policy, for feedback and posed a question to the Planning Commission.

1. Should the existing time frame (May 1 through October 31) for outdoor restaurant/bar areas be permitted year round to mirror the proposed internal walkway provision? Should timing for walkways be year round, winter months or summer months?
2. Other issues?

Commissioner Questions/Comments:

Ms. Girvin: What is considered "interior to a commercial site"? (Ms. Puester: Outdoor restaurant and bar areas have specific requirements and dates in the existing code. This would allow for lights over the walkways to storefronts which do not have frontage near the street.) Bistro lights could be allowed year round in store walkways, but it is different for restaurant and bar areas? (Ms. Puester: We would like feedback from the Commission on timing. Restaurant bistro lights are allowed by current code for summer months only due to the outdoor dining season.) I don't understand why this is needed. (Mr. Neubecker: The town got a call asking about the use of lighting strung over walkways between buildings, rather than on buildings which is already allowed in the code via holiday lighting. We thought that this was a good idea and should be considered.) That isn't what this says. (Mr. Neubecker: We can clarify the language and are very open to comments at this point.) What are the dates for holiday lighting? (Ms. Puester: November 1 to the end of the ski season.) (Mr. Neubecker: Maybe we should just be clarifying the holiday lights section, and only allow this in the winter time.) I agree. My preference would be to include in the holiday lighting and allow canopy lights in the winter season, which is over six months long. I don't think it is compliant with dark skies. Agree it should also need a permit, as Ms. Katz mentioned.

Ms. Katz: Stay within Lighting Zone 1 with a permit. There needs to be a way that we can modify the boundary for certain exceptions - for restaurants - that are right outside of the boundary as Ms. Puester mentioned. I think possibly a permit on a case-by-case basis would be okay, similar to a sign permit process. I don't want to put it into holiday lighting. It needs to be fair. I am fine with it

being all year round, and having a nightly cut-off time at the close of business. Security lighting is different and they can keep that on later. Walkways are okay for winter only. White lights only, don't lump in with holiday lighting.

Mr. Schroder: I think it is an interesting concept for certain locations in town, but not sure I would want to support a lot of additional lighting in Town. (Mr. Mosher: Perhaps it should be defined as only between buildings, rather than just over walkways.) I think we need stronger language. I understand the need. I agree with Mr. Pringle that we should leave this alone and wait and see.

Mr. Lamb: I like bistro lights and think they are compliant with dark skies because they are very low wattage. They should be turned off at the close of business.

Mr. Bertaux: My concern is that the Christmas lights are left on 24-hours a day. They need to be turned off at the end of the business day. This is an energy issue. I think bistro lights should only be used in the summertime and that the zone should be extended to people on opposite sides of the street from one another. I like Mr. Rossi's point about a length restriction, and would suggest 100' and no more. I agree that a Class D permit should be issued. At the end of the business day these lights should be turned off.

Mr. Pringle: If we add walkways are we opening up too much area that can be lit? Should we look at the exterior lighting plans for these buildings? (Mr. Grossheuch: Could it be a permit for approval as proposed and we write certain criteria for approval?) Are the lights that we are talking about currently illegal? (Mr. Neubecker: Maybe. If you look at the exact definition of holiday lights, it is arguable of whether or not this is allowed.) Why can't we just leave it alone? This seems like micro-management. (Mr. Neubecker: We could interpret this as holiday lighting for the time being.) I think the current lighting zones should be followed. I think we should leave the bistro lighting definition as-is but allow for all restaurants in Town.

Mr. Allen: The first sentence of the bistro lighting definition says "small white or colored bulbs", and I saw many colored lights in town this evening for holiday lighting. My point is that as we consider this as a year-round proposal are we going to change this? I encourage everyone to walk down Main Street and see the lighting we are discussing. There are several "canopy" lights on Main Street already such as La Cima. I'd like to see some uniformity with what goes on; one way would be to require white or clear on canopy lights and stay consistent with bistro definition not all different colors like holiday lighting. These need to be specific and clear about what it needs to get through Class D. I think they should be turned off at night. I think modifying holiday lights would be appropriate. I think a maximum of 60 watts is too high. We should look at a length restriction.

Mr. Rossi: Can the need be met by something other than additional lighting such as signage? (Mr. Neubecker: We think the lighting can encourage lighted access to different commercial locations further back on the site.) Is there any way to address the length of the canopy so as to prevent a walkway from being interpreted? (Ms. Girvin: How does this align with the dark skies?) It doesn't; its seasonal lighting. If there is a desire to draw people to a business there could be other mechanisms other than lighting, like signage. Do you think this lighting actually encourages people to walk to these other businesses? (Mr. Neubecker: I think it creates activity.) (Ms. Katz: I think lights show that the business is open and encourage people to explore.) I think we need to be consistent with people that are across the street from one another to allow for restaurants. It should otherwise not be allowed in Lighting Zone 2. Not many businesses that this policy would apply to.

3. Historic District Transition Zone Standards (MM)

Mr. Mosher presented. At the February 2, 2010 Planning Commission meeting, Staff introduced the pending review of the un-adopted Handbook of Design Standards for the Transition Areas of the Conservation District. Within the adopted *Handbook of Design Standards for the Historic and Conservation Districts*, Chapter 4.0 (Design Standards for the Rehabilitation of Existing Buildings in the Historic District) and Chapter 5.2 (General standards for all new construction projects) describe standards for development within the Historic District *and* Conservation Districts. Therefore, the Town already regulates certain aspects of development within the Transition Areas. The proposed review is to adopt specific standards for each Transition Area and to "fine tune" their boundaries. Staff called attention to three policies potentially needing review or revision:

80. *Respect the perceived building scale established by historic structures within the relevant character area.*

- *An abrupt change in scale within the historic district is inappropriate, especially where a new, larger structure would directly abut smaller historic buildings.*

- *Locating some space below grade is encouraged to minimize the scale of new buildings.*

81. *Build to heights that are similar to those found historically.*

- *This is an important standard which should be met in all projects.*
- *Primary facades should be one or two stories high, no more.*
- *The purpose of this standard is to help preserve the historic scale of the block and of the character area.*
- *Note that the typical historic building height will vary for each character area.*

82. *The back side of a building may be taller than the established norm if the change in scale will not be perceived from major public view points.*

- *This may be appropriate only where the taller portions will not be seen from a public way.*
- *The new building should not noticeably change the character of the area as seen from a distance. Because of the mountain terrain, some areas of the district are prominent in views from the surrounding areas of higher elevation. Therefore, how buildings are perceived at greater distances will be considered.*
- *As pedestrian use of alleys increases, also consider how views from these public ways will be affected. When studying the impact of taller building portions on alleys, also consider how the development may be seen from other nearby lots that abut the alley. This may be especially important where the ground slopes steeply to the rear.*

From the un-adopted *Handbook of Design Standards for the Transition Areas of the Conservation District: Design Standard 258. Where new buildings in the Conservation District are to be built near the edge of the Historic District, they should step down in scale to more closely match the scale of historic buildings found within the Historic District.*

- *In general, building heights should appear to be similar to historic heights when near the edge of the Historic District.*
- *Building widths also should appear similar to historic widths in such a context.*
- *If nearby historic buildings are one story in height, then new structures should step down to a similar dimension; if nearby historic buildings are two stories in height, then matching that dimension is appropriate.*

Two key issues arise as the existing Handbook of Design Standards relate to the issue of building scale within the Transition areas:

- 1) The Town has established precedent on development applications allowing increased above-ground density and greater overall building height in the Transition Areas. Specifically, the above ground density has been allowed at 1.5 times the standard 9 UPA, to 13.5 UPA.
- 2) Building height has been allowed at a maximum of 35 feet overall.

The un-adopted Transition Standards suggest larger building height and mass, but the Priority Policies (80, 81 and 82) restrict the height and mass as they relate to historic properties. Staff suggested adding language to Policy 82 indicating that this policy does not apply to properties that lie within the Transition Areas but adjacent to the Historic District, and referring building height issues to Policy 258 in the Transition Area standards.

Staff welcomed Commissioner comment.

Commissioner Questions/Comments:

Ms. Girvin: Can you provide some examples of the 13.5 UPA? (Mr. Mosher: There is an approved property, the Matheson residence, on South Harris Street that follows this mass and scale.) (Ms. Katz: On that particular house, I am okay with the mass and scale, but am not okay with the materials and colors.) I agree with Ms. Katz. (Mr. Neubecker: This evening, we are trying to focus on the general massing and scale in the Transition Areas overall. Most requirements may need to relax in the Transition Area. We can extend any specific requirements to include materials in particular character areas.) Can you please give an example in the North Main Transition area? (Mr. Mosher: The buildings there appear more historic but with more relaxed massing and scale. This is one of the “Gateways” to Town and stricter interpretations of historic forms, more in keeping with the Conservation District Standards. There is a slightly different character in that area and the buildings were designed to

meet that.) If someone wanted to develop in this area, they would need to follow these proposed standards. I think this looks fine. Under Character Area #11, would it be a priority policy to follow the historic the grid layout? (Mr. Neubecker: The grid is not addressed in that specific priority policy, but it is in the Handbook of Design Standards transition area handbook.) It should be more of a general policy. The projects identified as those that do not follow the grid are not “recent” (i.e. Wellington Square) and it needs to be updated in the text.

Ms. Katz: I think that materials should be addressed in the Transition Area Standards. I am fine with the density and height transitions. I agree with Ms. Girvin about the grid being important in the transition areas. (Mr. Mosher: We will look into that as a summary of the whole district.)

Mr. Schroder: So most people in the transition area would gain rights with these standards? (Mr. Mosher: Yes, some properties would.)

Mr. Lamb: Agree with the density and height increases.

Mr. Bertaux: Why do we want to allow bigger buildings in the transition area? (Mr. Mosher: The Town doesn't want a hard abrupt edge around the historic district; the idea is for a gradual transition and step down in height as one approaches the historic district.) Are you only talking about the properties that are adjacent to the district, or the outside edge of the boundary? It would help to have a better map that shows the 7 character areas. (Ms. Katz: Can we also get overall district maps for our Planning Commission packets?) (Mr. Mosher: We can provide a better map for the next meeting.)

Mr. Pringle: The Conservation District should be inside the yellow line, which was the original old Town core. Once contemporary building started to fall within the historic district boundaries, we tightened up those boundaries to create the “conservation” area - the old Town grid. There were then transition areas that were adjacent to that. (Mr. Grosshuesch: The transition zone is supposed to mimic the scale and block orientation of the historic district, without the exact details. We are proposing that we call the area that surrounds the historic zone the “transition zones” instead of the Conservation District. We would then get rid of the references to the “conservation” zone that are misleading in the Handbook of Design Standards.) Are all of the transition zones within the conservation boundary? (Mr. Mosher: Most of them are in, some smaller portions are outside.)

Mr. Allen: I think we have consensus on the 13.5 UPA and height, and Commissioners are in support.

Mr. Rossi: How do we inform property owners that will be affected by this? Do we notice them or do they get more involved in the process as we go along? (Mr. Grosshuesch: We'll have public hearings on this at Planning Commission and Town Council as the process progresses. We haven't determined how much outreach we will be doing, since it could affect property rights. Generally, people are getting more permissiveness with their zoning with these standards. We just wanted to determine how extensive a change the Planning Commission is supportive of.) On number 9, how does that affect a BBC Redevelopment at a staff level? (Mr. Mosher: Currently, we ask people to consider the standards and development pattern. There is no requirement as these are not formally adopted, and BBC is outside the Transition Area.)

TOWN COUNCIL REPORT:

Mr. Rossi: There is nothing to report.

COMBINED HEARING:

1. Resubdivision of Lot 1B, Block 9, Breckenridge Airport Subdivision (CN for CK) PC#2010004, 1925 Airport Road.

Mr. Neubecker, on behalf of Mr. Kulick, presented a proposal to subdivide the existing Lot 1B, Block 9, of the Breckenridge Airport Subdivision into two lots for commercial use. In general, the history and density tracking of this property was confusing since several recorded documents over time indicated different amounts of remaining density for the property. The Applicant would like to subdivide Lot 1B to form two lots. Lot 1B1 would consist of 0.882 acres with 10,790 square feet of density (including the existing 800 SF greenhouse), and Lot 1C would consist of 0.623 acres with the remaining 3,900 square feet of density (including the existing 3,900 SF structure). This works out to 1:3.560 FAR for lot 1B1 and 1:6.955 FAR for lot 1C. LUD 31 allows 1:4 FAR and a 1990 amendment to the Breckenridge Airport PUD states that density shall not exceed 1:2.75. Both Lots 1B1 and 1C would conform to current density requirements.

Staff felt comfortable recommending approval of the subdivision of Lot 1B, Block 9, Breckenridge Airport Subdivision as a combined preliminary and final hearing with the presented Findings and Conditions.

Commissioner Questions/Comments:

Ms. Girvin: The existing building is on which lot? (Mr. Neubecker: 1C.) What is the box on the other lot? (Mr. Neubecker: It is an easement.) Will there be setbacks? (Mr. Neubecker: Setbacks will be followed and addressed at site plan.)

Final Comments: I am okay with this.

Ms. Katz: Final Comments: I am okay with this.

Mr. Schroder: Is a greenhouse considered a permanent structure? (Mr. Neubecker: Yes, it is considered density.)

Final Comments: I am okay with this.

Mr. Lamb: Final Comments: I am okay with this.

Mr. Bertaux: Final Comments: I am okay with this.

Mr. Pringle: When and why did we change the Airport PUD density to 1:2.75 from 1:4? (Mr. Grossheusch: It happened in 1990.) (Mr. Neubecker: The PUD allows density transfers within the subdivision between different lots, but didn't want one lot to exceed a specific density. The cap for each lot is 1:2.75, even with a density transfer.)

Final Comments: I am okay with this.

Mr. Allen: Does the greenhouse have setbacks? (Mr. Child: The greenhouse can be moved and it will follow setbacks.) The density of the greenhouse will go to the new lot? (Mr. Child: Yes. There is plenty of density for both the business and the greenhouse.)

Final Comments: I am okay with this.

Mr. Allen opened the hearing to public comment.

Lee Edwards: Will the access point align the road with the one at CMC? (Mr. Neubecker: We are not sure yet. That will be addressed at site plan.)

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

Mr. Bertaux made a motion to approve the Resubdivision of Lot 1B, Block 9, Breckenridge Airport Subdivision, PC#201000004, 1925 Airport Road, with the presented findings and conditions. Ms. Katz seconded, and the motion was approved unanimously (7-0).

OTHER MATTERS:

Mr. Neubecker asked if anyone had an issue with a joint meeting with Council on June 22. There were none except for Ms. Girvin.

ADJOURNMENT

The meeting was adjourned at 9:53 p.m.

Rodney Allen, Chair

MEMO

TO: Mayor & Town Council

FROM: Tim Gagen

DATE: February 18, 2010

SUBJECT: Committee Reports for February 23, 2010 Council Packet

The following committee reports were submitted by Town Employees and/or the Town Manager:

Liquor Licensing Authority MJ Loufek February 16, 2010

- Transfers of Ownership were approved for: Harvest Catering LLC's three locations – the Riverwalk Center, Main Street Station Pioneer Club and Blue Sky Copper Tavern; and The Shangri-La LLC d/b/a Shangri-La at Main Street Station.
- A new Art Gallery Permit for the Summit County Arts Council d/b/a Arts Alive was approved
- The LLA will hold a special meeting on March 1 to hear a new license application.

Fire Wise Task Force Jenn Cram January 12, 2010

- Glen Morgan, Chief Building Official, shared some details regarding current building code requirements related to Fire Wise building materials.
 - Recommend an update to the Building Code to require Class A roofs for all new construction and reroofs.
 - Recommend an update to the Building Code to require that all vents be screened with a maximum opening of 1/4", and a requirement for minimum vent openings, screening size and materials.
 - Recommend changing Development Code under Landscaping Policy to require non-combustible materials/ rocks under all decks and eave projections with a weed barrier underneath.
- Fire Chief Gary Green also started to discuss the Town of Breckenridge Multi-hazard Evacuation Plan adopted for the Upper Blue Basin.

Fire Wise Task Force Jenn Cram February 10, 2010

- Red White and Blue Captain Kim Scott and Kim DiLallo continued to share the details of the Town of Breckenridge Multi-hazard Evacuation Plan.
 - The Task Force noted that it was important to educate the public. They noted a concern with getting information out to visitors. A multi level education plan will be employed including meetings with HOAs, Property Management Companies, Newspaper, radio, TV, website, etc.

The Task Force agreed that all of the items that they had proposed to address had been completed as of the February 10, 2010, meeting. Staff will prepare a memo to the

Council outlining the consensus points and recommendations reached by the Task Force. Staff proposes to present this information to the Council sometime in March. Staff will continue to keep the Task Force updated on meetings and public education efforts via email.

Verbal Reports to Council

Housing/Childcare Committee Laurie Best

Other Committees	Representative	Status
CAST	Tim Gagen	No Meeting
CDOT	Tim Gagen	No Meeting
CML	Tim Gagen	No Meeting
Summit Leadership Forum	Tim Gagen	No Meeting
Wildfire Council	Matt Thompson	No Meeting
Public Art Commission	Jenn Cram	No Update*
Summit Stage	James Phelps	No Meeting
Police Advisory Committee	Rick Holman	No Meeting

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

* Minutes to some meetings will be provided in the Manager's Newsletter.

INTEROFFICE MEMORANDUM

TO: TIM GAGEN, TOWN MANAGER
FROM: CLERK AND FINANCE DIVISION
SUBJECT: DECEMBER 2009 FINANCIAL VARIANCE HIGHLIGHTS MEMO
DATE: 2/17/2009

This report highlights variations between the 2009 budget and actual figures for the Town of Breckenridge for the year ending December 31, 2009 (pending audit adjustments).

Fund Updates:

- **General Fund** ended the year with an **increase** in fund balance of \$694,355 due to budget savings measures implemented mid-year in 2009.

General Fund:	2009 Revenue		2009 Expenditures
Actual	\$21,596,403	Actual	\$20,902,048
Budgeted	\$23,385,696	Budgeted	\$23,504,383
Difference	\$ (1,789,293)	Difference	\$ 2,602,335
Excise Transfer Reduction	\$ (1,290,000)		
Revenue Shortfall (building permits)	\$ (499,293)		

If no adjustments to the 2009 budget had been made and General Fund expenditures were as originally budgeted, the General Fund would have decreased by \$1,907,980.

- **Excise Fund:** Tax collections through December 31, 2009 were under budget by \$1,416,533. RETT makes up 50% of the deficiency (\$744,007). YTD RETT collections ended the year at 79% of the annual budget. Sales and Accommodation tax revenue shortfalls account for the remainder. A summary of budget vs. actual comparisons for RETT, sales and accommodation tax collections is below:

Dec. 2009	Budget	Actual	Variance \$	Actual as a % of Budget
RETT:	\$3,605,126	\$2,861,119	\$(744,007)	79%
Sales:	\$12,401,703	\$11,790,792	\$(610,911)	95%
Accommodations:	\$1,589,664	\$1,477,316	\$(112,348)	93%

Excise Fund transfers and expenditures were decreased mid-year along with other budget measures, but the Excise Fund balance decreased slightly due to the transfer to the Capital Fund for the purchase of the CMC Building.

Excise Fund	
Budgeted Transfers	18,130,164
Decrease in Transfers*	(2,270,669)
CMC Purchase-transfer to Capital Fund	2,262,261
Total Excise Transfers	18,121,755

- **Utility (Water) Fund:** year-end revenue of \$2,824,798 was \$660,863 below budgeted revenue (81% of budget). 38% (\$250k) of the decrease was due to a decrease in water rent revenues and 47% (\$310k) was due to lack of building/PIF's.
- **Marketing Fund:** ended the year below budgeted revenue by \$40,584 (97% of budget) as a result of decreased sales and accommodations tax collections.
- **Garage Fund:** grant revenues of approximately \$400,000 coupled with a savings of \$582k (fuel and maintenance) resulted in an increase in the fund balance of approximately \$1 million. However, the savings on operating expenses will be "repaid" to the contributing departments over the next three years.
- **Capital Fund:** exceeded its 2009 budget primarily due to the purchase of the CMC building which was funded by a transfer from Excise.
- **Golf Fund:** revenue fell short of budget by approximately \$230k due to Greens Fees.

*Recap of the funds affected by the decrease in transfers from Excise made mid-2009:

Excise	\$2,270,669
General	(1,290,000)
Capital	(545,259)
Affordable Housing	(239,170)
Special Projects	(196,240)

**TOWN OF BRECKENRIDGE
ALL FUNDS
CURRENT YEAR TO PRIOR YEAR COMPARISON
FOR THE 12 MONTHS ENDING DECEMBER 31, 2009**

100 % OF THE FISCAL YEAR HAS ELAPSED

	PRIOR YEAR			2008 ACTUAL/ 2009 ACTUAL % CHANGE	CURRENT YEAR					
	YTD ACTUAL	YE TOTAL	% OF YE REC'D/SPENT		YTD ACTUAL	YTD BUDGET	ACTUAL/BUDGET \$ VARIANCE FAVORABLE/(UNFAVORABLE)	ACTUAL AS A % OF BUDGET	ANNUAL BUDGET	% OF BUDGET REC'D/SPENT
REVENUE										
1 GENERAL FUND	26,210,771	26,210,771	100%	82%	21,596,402	23,385,696	(1,789,294)	92%	23,385,696	92%
2 UTILITY FUND	5,060,764	5,060,764	100%	56%	2,824,798	3,485,661	(660,863)	81%	3,485,661	81%
3 CAPITAL FUND	3,451,444	3,451,444	100%	83%	2,866,561	1,175,024	1,691,537	244%	1,175,024	244%
4 MARKETING FUND	1,584,876	1,584,876	100%	98%	1,556,392	1,596,976	(40,584)	97%	1,596,976	97%
5 GOLF COURSE FUND	3,117,967	3,117,967	100%	66%	2,042,674	2,272,325	(229,651)	90%	2,272,325	90%
6 EXCISE TAX FUND	19,816,507	19,816,507	100%	86%	17,015,264	18,431,797	(1,416,533)	92%	18,431,797	92%
7 HOUSING FUND	3,309,489	3,309,489	100%	97%	3,223,329	3,299,262	(75,933)	98%	3,299,262	98%
8 OPEN SPACE ACQUISITION FUND	2,011,659	2,011,659	100%	87%	1,744,890	1,920,498	(175,608)	91%	1,920,498	91%
9 CONSERVATION TRUST FUND	36,191	36,191	100%	93%	33,593	30,123	3,470	112%	30,123	112%
10 GARAGE SERVICES FUND	2,938,578	2,938,578	100%	96%	2,809,412	2,336,328	473,084	120%	2,336,328	120%
11 INFORMATION TECHNOLOGY FUND	957,874	957,874	100%	102%	974,841	974,844	(3)	100%	974,844	100%
12 FACILITIES MAINTENANCE FUND	569,813	569,813	100%	41%	232,410	232,416	(6)	100%	232,416	100%
13 SPECIAL PROJECTS FUND	2,269,000	2,269,000	100%	36%	809,081	1,005,240	(196,159)	80%	1,005,240	80%
TOTAL REVENUE	71,334,933	71,334,933	100%	81%	57,729,647	60,146,190	(2,416,543)	96%	60,146,190	96%
EXPENDITURES										
1 GENERAL FUND	24,610,652	24,610,652	100%	85%	20,902,048	23,504,383	2,602,335	89%	23,504,383	89%
2 UTILITY FUND	3,454,913	3,454,913	100%	69%	2,373,832	5,324,195	2,950,363	45%	5,324,195	45%
3 CAPITAL FUND	9,727,977	9,727,977	100%	40%	3,905,397	1,175,004	(2,730,393)	332%	1,175,004	332%
4 MARKETING FUND	1,553,644	1,553,644	100%	113%	1,752,538	1,777,801	25,263	99%	1,777,801	99%
5 GOLF COURSE FUND	2,225,401	2,225,401	100%	109%	2,425,776	2,454,405	28,629	99%	2,454,405	99%
6 EXCISE TAX FUND	21,746,535	21,746,535	100%	86%	18,689,995	18,696,808	6,813	100%	18,696,808	100%
7 HOUSING FUND	2,902,911	2,902,911	100%	51%	1,494,064	3,396,597	1,902,533	44%	3,396,597	44%
8 OPEN SPACE ACQUISITION FUND	2,854,465	2,854,465	100%	77%	2,197,735	2,079,901	(117,834)	106%	2,079,901	106%
9 CONSERVATION TRUST FUND	45,000	45,000	100%	69%	30,996	30,996	-	100%	30,996	100%
10 GARAGE SERVICES FUND	2,042,289	2,042,289	100%	67%	1,368,275	1,950,711	582,436	70%	1,950,711	70%
11 INFORMATION TECHNOLOGY FUND	902,251	902,251	100%	74%	665,116	774,940	109,824	86%	774,940	86%
12 FACILITIES MAINTENANCE FUND	0	0	0%	N/A	203,193	194,632	(8,561)	104%	194,632	104%
13 SPECIAL PROJECTS FUND	2,055,864	2,055,864	100%	39%	811,086	1,005,240	194,154	81%	1,005,240	81%
TOTAL EXPENDITURES	74,121,902	74,121,902	100%	77%	56,820,051	62,365,613	5,545,562	91%	62,365,613	91%
	(2,786,969)	(2,786,969)			909,596	(2,219,423)	3,129,019		(2,219,423)	

**TOWN OF BRECKENRIDGE
EXCISE TAX FUND
CURRENT YEAR TO PRIOR YEAR COMPARISON
FOR THE 12 MONTHS ENDING DECEMBER 31, 2009**

100 % OF THE FISCAL YEAR HAS ELAPSED

	PRIOR YEAR			2008 vs. 2009 ACTUAL % VARIANCE	CURRENT YEAR					
	YTD ACTUAL	YE TOTAL	% OF YE REC'D/SPENT		YTD ACTUAL	YTD BUDGET	ACTUAL/BUDGET \$ VARIANCE	ACTUAL/BUDGET % VARIANCE	ANNUAL BUDGET	% OF BUDGET REC'D/SPENT
TAX REVENUE										
SALES TAX	12,067,541	12,067,541	100%	98%	11,790,792	12,401,703	(610,911)	95%	12,401,703	0%
ACCOMODATIONS TAX	1,783,019	1,783,019	100%	83%	1,477,316	1,589,664	(112,348)	93%	1,589,664	93%
CIGARETTE TAX	83,994	83,994	100%	64%	53,698	54,999	(1,301)	98%	54,999	98%
INVESTMENT INCOME	293,992	293,992	100%	16%	47,470	246,805	(199,335)	19%	246,805	19%
TOTAL REVENUE DEFAULT	14,228,546	14,228,546	100%	94%	13,369,276	14,293,171	(923,895)	94%	14,293,171	94%
MISCELLANEOUS TAX										
SALES TAX	1,223,687	1,223,687	100%	0%	0	0	-	0%	0	0%
TELEPHONE FRANCHISE TAX	30,029	30,029	100%	96%	28,708	30,499	(1,791)	94%	30,499	94%
PUBLIC SERVICE FRANCHISE	464,908	464,908	100%	132%	611,367	398,001	213,366	154%	398,001	154%
CABLEVISION FRANCHISE TAX	135,552	135,552	100%	107%	144,795	105,000	39,795	138%	105,000	138%
REAL ESTATE TRANSFER TAX	3,733,785	3,733,785	100%	77%	2,861,119	3,605,126	(744,007)	79%	3,605,126	79%
TOTAL MISCELLANEOUS TAX	5,587,961	5,587,961	100%	65%	3,645,989	4,138,626	(492,637)	88%	4,138,626	88%
TOTAL FUND REVENUE	19,816,507	19,816,507	100%	86%	17,015,265	18,431,797	(1,416,532)	92%	18,431,797	92%
EXCISE TAX DEBT SERVICE										
OTHER CONTRACTED SERVICES	0	0	0%	0%	0	504	(504)	0%	504	0%
COP FEES	2,225	2,225	100%	94%	2,100	0	2,100	0%	0	0%
2005 COP'S PRINCIPAL	260,000	260,000	100%	106%	275,000	275,000	-	100%	275,000	100%
2005 COP'S INTEREST	289,788	289,788	100%	100%	291,140	291,140	-	100%	291,140	100%
TOTAL EXCISE TAX DEBT SERVICE	552,013	552,013	100%	103%	568,240	566,644	1,596	100%	566,644	100%
TRANSFERS										
TRANSFER TO GENERAL FUND	13,297,081	13,297,081	100%	92%	12,180,000	13,470,000	(1,290,000)	90%	13,470,000	90%
TRANSFER TO GOLF FUND	250,000	250,000	100%	0%	0	0	-	0%	0	0%
TRANSFERS TO CAPITAL FUND	2,516,000	2,516,000	100%	103%	2,604,002	887,004	1,716,998	294%	887,004	294%
TRANSFER TO MARKETING	300,000	300,000	100%	145%	435,000	435,000	-	100%	435,000	100%
TRFS TO EMPLOYEE HSG FUND	2,362,441	2,362,441	100%	89%	2,093,748	2,332,920	(239,172)	90%	2,332,920	90%
TRFS TO FACILITIES FUND	200,000	200,000	100%	0%	0	0	-	0%	0	0%
TRFS TO SPECIAL PROJECTS FUND	2,269,000	2,269,000	100%	36%	809,005	1,005,240	(196,235)	80%	1,005,240	80%
TOTAL TRANSFERS	21,194,522	21,194,522	100%	86%	18,121,755	18,130,164	(8,409)	100%	18,130,164	100%
TOTAL FUND EXPENDITURES	21,746,535	21,746,535	100%	86%	18,689,995	18,696,808	(6,813)	100%	18,696,808	100%
NET REVENUE OVER EXPENDITURES	(1,930,028)	(1,930,028)			(1,674,730)	(265,011)	(1,409,719)		(265,011)	

**TOWN OF BRECKENRIDGE
GENERAL FUND
CURRENT YEAR TO PRIOR YEAR COMPARISON
FOR THE 12 MONTHS ENDING DECEMBER 31, 2009**

100 % OF THE FISCAL YEAR HAS ELAPSED

	PRIOR YEAR			CURRENT YEAR							
	YTD ACTUAL	YE TOTAL	% OF YE REC'D/SPENT	2008 ACTUAL/ 2009 ACTUAL % CHANGE	YTD ACTUAL	YTD BUDGET	ACTUAL/BUDGET \$ VARIANCE FAVORABLE/(UNFAVORABLE)	ACTUAL/BUDGET % VARIANCE	ANNUAL BUDGET	% OF BUDGET REC'D/SPENT	
REVENUE											
LAW & POLICY MAKING PROGRAM	-261	-261	100%	0%	0	0	0	0%	0	0%	
MUNICIPAL COURT PROGRAM	195,014	195,014	100%	99%	197,937	172,598	25,339	115%	172,598	115%	
ADMINISTRATIVE MGT PROGRAM	1,868	1,868	100%	29%	6,445	30,657	(24,212)	21%	30,657	21%	
SPECIAL EVENTS/COMM PROGRAM	118,694	118,694	100%	89%	133,265	107,351	25,914	124%	107,351	124%	
TOWN CLERK ADMIN PROGRAM	27,565	27,565	100%	100%	27,616	25,110	2,506	110%	25,110	110%	
TRANSIT ADMIN PROGRM	0	0	0%	0%	95,000	95,000	-	100%	95,000	100%	
TRANSIT SERVICES PROGRAM	318,407	318,407	100%	61%	523,810	354,811	168,999	148%	354,811	148%	
PARKING SERVICES PROGRAM	403,527	403,527	100%	0%	0	0	-	0%	0	0%	
PUBLIC SAFETY ADMIN/RECORDS	121,392	121,392	100%	121%	100,104	93,494	6,610	107%	93,494	107%	
PUBLIC SAFETY COMMNTY SVC PROG	104,116	104,116	100%	19%	539,002	485,450	53,552	111%	485,450	111%	
PLANNING SERVICES ADMIN PROGRM	201,089	201,089	100%	111%	181,880	163,555	18,325	111%	163,555	111%	
BUILDING SERVICES ADMIN PROGRM	1,755,243	1,755,243	100%	388%	451,833	919,902	(468,069)	49%	919,902	49%	
PUBLIC WORKS ADMIN PROGRAM	505,002	505,002	100%	105%	478,951	565,128	(86,177)	85%	565,128	85%	
STREETS PROGRAM	29,250	29,250	100%	58%	50,050	27,000	23,050	185%	27,000	185%	
RECREATION PROGRAM	339,432	339,432	100%	98%	348,049	349,490	(1,441)	100%	349,490	100%	
RECREATION OPERATIONS PROGRAM	1,498,901	1,498,901	100%	105%	1,423,719	1,409,753	13,966	101%	1,409,753	101%	
NORDIC CENTER OPERATIONS	172,591	172,591	100%	93%	184,784	168,625	16,159	110%	168,625	110%	
ICE RINK OPERATIONS PROGRAM	660,643	660,643	100%	109%	607,544	672,699	(65,155)	90%	672,699	90%	
PROPERTY TAX/EXCISE TRANSFER	19,754,244	19,754,244	100%	122%	16,239,223	17,745,073	(1,505,850)	92%	17,745,073	92%	
TOTAL REVENUE	26,210,771	26,210,771	100%	121%	21,596,403	23,385,696	(1,789,293)	92%	23,385,696	92%	

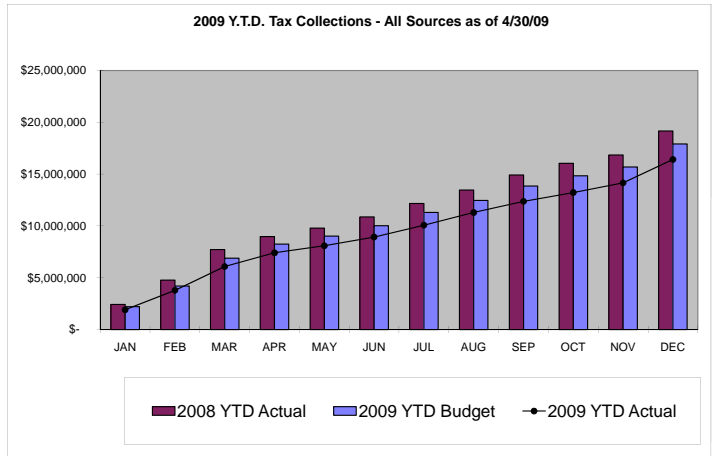
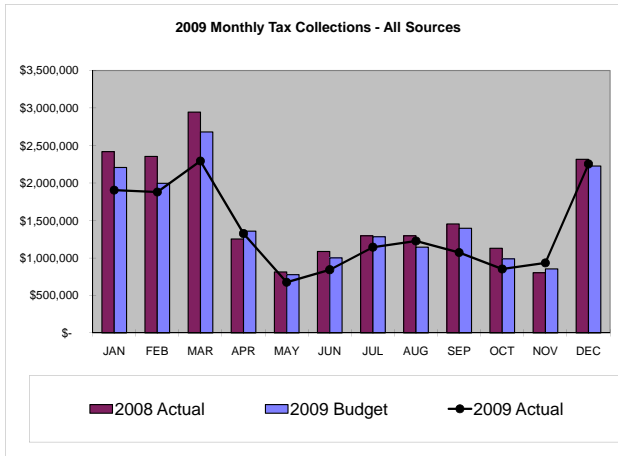
**TOWN OF BRECKENRIDGE
GENERAL FUND
CURRENT YEAR TO PRIOR YEAR COMPARISON
FOR THE 12 MONTHS ENDING DECEMBER 31, 2009**

100 % OF THE FISCAL YEAR HAS ELAPSED

	PRIOR YEAR			CURRENT YEAR						
	YTD ACTUAL	YE TOTAL	% OF YE REC'D/SPENT	2008 ACTUAL/ 2009 ACTUAL % CHANGE	YTD ACTUAL	YTD BUDGET	ACTUAL/BUDGET \$ VARIANCE FAVORABLE/(UNFAVORABLE)	ACTUAL/BUDGET % VARIANCE	ANNUAL BUDGET	% OF BUDGET REC'D/SPENT
EXPENDITURES										
LAW & POLICY MAKING PROGRAM	139,989	139,989	100%	114%	123,273	159,103	35,830	77%	159,103	77%
MUNICIPAL COURT PROGRAM	200,967	200,967	100%	112%	179,026	227,057	48,031	79%	227,057	79%
ADVICE & LITIGATION PROGRAM	201,725	201,725	100%	35%	579,503	222,817	(356,686)	260%	222,817	260%
ADMINISTRATIVE MGT PROGRAM	633,920	633,920	100%	117%	543,702	641,483	97,781	85%	641,483	85%
HUMAN RESOURCES ADMIN PROGRAM	466,652	466,652	100%	112%	415,808	524,798	108,990	79%	524,798	79%
SPECIAL EVENTS/COMM PROGRAM	677,770	677,770	100%	114%	593,211	692,441	99,230	86%	692,441	86%
TOWN CLERK ADMIN PROGRAM	254,513	254,513	100%	101%	251,029	294,688	43,659	85%	294,688	85%
FINANCE ADMINISTRATION PROGRAM	252,292	252,292	100%	88%	285,657	341,013	55,356	84%	341,013	84%
ACCOUNTING PROGRAM	380,509	380,509	100%	119%	318,947	378,675	59,728	84%	378,675	84%
TRANSIT ADMIN PROGRM	199,570	199,570	100%	163%	122,077	133,533	11,456	91%	133,533	91%
TRANSIT SERVICES PROGRAM	2,452,354	2,452,354	100%	113%	2,175,337	2,440,099	264,762	89%	2,440,099	89%
PARKING SERVICES PROGRAM	115,396	115,396	100%	0%	0	0	-	0%	0	0%
PUBLIC SAFETY ADMIN/RECORDS	919,812	919,812	100%	106%	866,363	918,410	52,047	94%	918,410	94%
PUBLIC SAFETY COMMUNICATN PROG	363,929	363,929	100%	114%	320,153	337,570	17,417	95%	337,570	95%
PUBLIC SAFETY PATROL SVCS PROG	1,993,307	1,993,307	100%	107%	1,858,179	2,124,474	266,295	87%	2,124,474	87%
PUBLIC SAFETY COMMNTY SVC PROG	208,700	208,700	100%	47%	444,522	582,257	137,735	76%	582,257	76%
PLANNING SERVICES ADMIN PROGRAM	1,338,884	1,338,884	100%	114%	1,172,215	1,337,906	165,691	88%	1,337,906	88%
BUILDING SERVICES ADMIN PROGRAM	424,446	424,446	100%	106%	401,330	474,428	73,098	85%	474,428	85%
PUBLIC WORKS ADMIN PROGRAM	421,553	421,553	100%	85%	495,037	562,216	67,179	88%	562,216	88%
STREETS PROGRAM	1,977,099	1,977,099	100%	110%	1,804,413	2,069,860	265,447	87%	2,069,860	87%
PARKS PROGRAM	1,156,146	1,156,146	100%	108%	1,072,201	1,252,464	180,263	86%	1,252,464	86%
FACILITIES ADMIN PROGRAM	1,353,564	1,353,564	100%	97%	1,396,224	1,516,938	120,714	92%	1,516,938	92%
ENGINEERING ADMIN PROGRAM	504,702	504,702	100%	151%	334,278	342,276	7,998	98%	342,276	98%
CONTINGENCIES	135,700	135,700	100%	67%	204,050	195,999	(8,051)	104%	195,999	104%
RECREATION ADMIN PROGRAM	731,233	731,233	100%	112%	652,110	772,143	120,033	84%	772,143	84%
RECREATION PROGRAM	638,388	638,388	100%	113%	562,820	692,576	129,756	81%	692,576	81%
RECREATION OPERATIONS PROGRAM	2,027,934	2,027,934	100%	116%	1,741,940	2,149,175	407,235	81%	2,149,175	81%
NORDIC CENTER OPERATIONS	288,476	288,476	100%	99%	290,431	338,739	48,308	86%	338,739	86%
ICE RINK OPERATIONS PROGRAM	1,085,557	1,085,557	100%	110%	984,208	1,207,067	222,859	82%	1,207,067	82%
LONG TERM DEBT	444,028	444,028	100%	106%	418,017	418,163	146	100%	418,163	100%
SHORT TERM DEBT	133,783	133,783	100%	100%	133,274	133,011	(263)	100%	133,011	100%
TOTAL EXPENDITURES	22,136,027	22,136,027	100%	106%	20,902,048	23,504,383	2,602,335	89%	23,504,383	89%
REVENUE LESS EXPENDITURES	4,074,744	4,074,744			694,355	-118,687	813,042		(118,687)	

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	\$ 2,418,737	\$ 2,418,737	12.6%	\$ 2,206,630	\$ 2,206,630	12.3%	\$ 1,905,484	-21.2%	86.4%	\$ 1,905,484	-21.2%	10.6%
FEB	\$ 2,354,775	\$ 4,773,512	24.9%	\$ 1,996,244	\$ 4,202,874	23.5%	\$ 1,879,892	-20.2%	94.2%	\$ 3,785,377	-20.7%	21.1%
MAR	\$ 2,943,976	\$ 7,717,488	40.3%	\$ 2,680,714	\$ 6,883,589	38.4%	\$ 2,292,728	-22.1%	85.5%	\$ 6,078,104	-21.2%	33.9%
APR	\$ 1,253,479	\$ 8,970,968	46.8%	\$ 1,357,940	\$ 8,241,529	46.0%	\$ 1,325,630	5.8%	97.6%	\$ 7,403,734	-17.5%	41.3%
MAY	\$ 813,163	\$ 9,784,131	51.1%	\$ 777,466	\$ 9,018,994	50.3%	\$ 676,385	-16.8%	87.0%	\$ 8,080,120	-17.4%	45.1%
JUN	\$ 1,086,064	\$ 10,870,194	56.7%	\$ 1,002,387	\$ 10,021,381	55.9%	\$ 843,427	-22.3%	84.1%	\$ 8,923,547	-17.9%	49.8%
JUL	\$ 1,294,864	\$ 12,165,059	63.5%	\$ 1,283,829	\$ 11,305,210	63.1%	\$ 1,144,138	-11.6%	89.1%	\$ 10,067,685	-17.2%	56.2%
AUG	\$ 1,295,684	\$ 13,460,743	70.3%	\$ 1,144,904	\$ 12,450,114	69.5%	\$ 1,225,854	-5.4%	107.1%	\$ 11,293,539	-16.1%	63.0%
SEP	\$ 1,453,616	\$ 14,914,359	77.8%	\$ 1,396,497	\$ 13,846,611	77.3%	\$ 1,072,949	-26.2%	76.8%	\$ 12,366,488	-17.1%	69.0%
OCT	\$ 1,128,981	\$ 16,043,340	83.7%	\$ 988,792	\$ 14,835,403	82.8%	\$ 853,262	-24.4%	86.3%	\$ 13,219,750	-17.6%	73.8%
NOV	\$ 802,593	\$ 16,845,933	87.9%	\$ 854,627	\$ 15,690,030	87.6%	\$ 934,602	16.4%	109.4%	\$ 14,154,352	-16.0%	79.0%
DEC	\$ 2,314,976	\$ 19,160,909	100.0%	\$ 2,225,205	\$ 17,915,236	100.0%	\$ 2,253,475	-2.7%	101.3%	\$ 16,407,827	-14.4%	91.6%

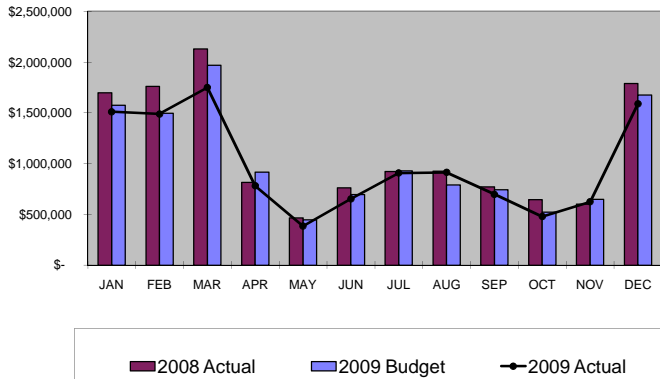


Prior Year Actual and Current Year Budget Variances					
	TOTAL	Sales	Accommodations	RETT	Housing
vs. Dec 08 Actual	(61,501)	(201,517)	7,011	140,485	(7,481)
vs. Dec 09 Budget	28,270	(88,646)	7,256	114,852	(5,193)
vs. YTD 08 Actual	(2,753,082)	(1,507,153)	(305,182)	(872,699)	(68,047)
vs. YTD 09 Budget	(1,507,408)	(626,111)	(111,830)	(777,185)	7,718

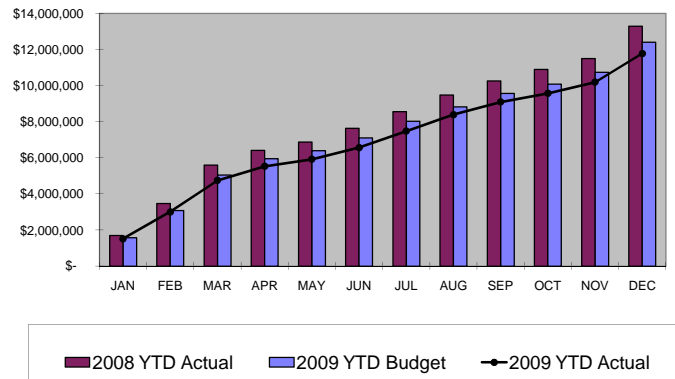
**TOWN OF BRECKENRIDGE
SALES TAX COLLECTIONS
REPORTED IN THE PERIOD EARNED**

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%	\$ 1,511,420	-11.0%	96.0%	\$ 1,511,420	-11.0%	12.2%
FEB	1,759,932	3,458,985	26.0%	1,496,091	3,070,286	24.8%	1,488,667	-15.4%	99.5%	3,000,087	-13.3%	24.2%
MAR	2,129,985	5,588,969	42.1%	1,967,425	5,037,711	40.6%	1,749,041	-17.9%	88.9%	4,749,128	-15.0%	38.3%
APR	814,209	6,403,179	48.2%	914,797	5,952,508	48.0%	780,544	-4.1%	85.3%	5,529,671	-13.6%	44.6%
MAY	464,918	6,868,097	51.7%	445,750	6,398,258	51.6%	384,759	-17.2%	86.3%	5,914,431	-13.9%	47.7%
JUN	761,897	7,629,994	57.4%	695,674	7,093,932	57.2%	651,911	-14.4%	93.7%	6,566,341	-13.9%	52.9%
JUL	922,613	8,552,607	64.4%	929,455	8,023,387	64.7%	907,582	-1.6%	97.6%	7,473,924	-12.6%	60.3%
AUG	924,291	9,476,897	71.3%	788,750	8,812,137	71.1%	914,206	-1.1%	115.9%	8,388,129	-11.5%	67.6%
SEP	770,561	10,247,459	77.1%	741,531	9,553,668	77.0%	697,168	-9.5%	94.0%	9,085,297	-11.3%	73.3%
OCT	644,680	10,892,138	82.0%	522,493	10,076,161	81.2%	479,350	-25.6%	91.7%	9,564,648	-12.2%	77.1%
NOV	601,530	11,493,668	86.5%	649,337	10,725,498	86.5%	623,385	3.6%	96.0%	10,188,032	-11.4%	82.2%
DEC	\$ 1,789,075	\$ 13,282,743	100.0%	\$ 1,676,204	12,401,702	100.0%	\$ 1,587,558	-11.3%	94.7%	\$ 11,775,591	-11.3%	95.0%

2009 Monthly Sales Tax Collections



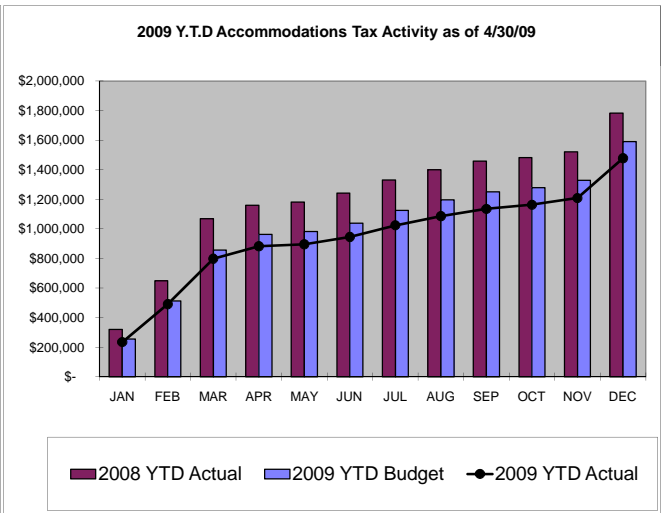
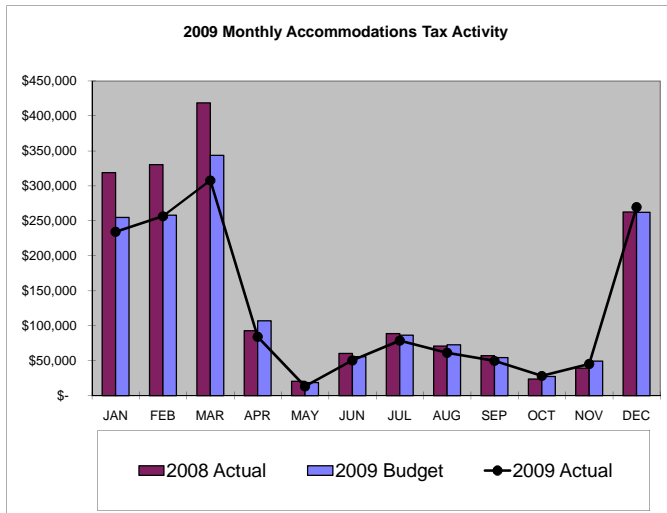
2009 Y.T.D. Sales Tax Collections as of 4/30/09



**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%	84,014	-9.3%	78.4%	882,363	-24.0%	55.5%
MAY	20,413	1,180,984	66.2%	18,397	981,674	61.8%	13,100	-35.8%	71.2%	895,464	-24.2%	56.3%
JUN	60,094	1,241,078	69.6%	55,869	1,037,543	65.3%	50,092	-16.6%	89.7%	945,555	-23.8%	59.5%
JUL	88,754	1,329,831	74.6%	86,546	1,124,089	70.7%	78,528	-11.5%	90.7%	1,024,084	-23.0%	64.4%
AUG	70,749	1,400,580	78.6%	72,430	1,196,519	75.3%	61,312	-13.3%	84.6%	1,085,395	-22.5%	68.3%
SEP	57,015	1,457,595	81.7%	54,323	1,250,842	78.7%	49,574	-13.1%	91.3%	1,134,969	-22.1%	71.4%
OCT	23,615	1,481,210	83.1%	27,148	1,277,990	80.4%	28,091	19.0%	103.5%	1,163,060	-21.5%	73.2%
NOV	39,286	1,520,496	85.3%	49,398	1,327,389	83.5%	45,243	15.2%	91.6%	1,208,303	-20.5%	76.0%
DEC	\$ 262,520	\$ 1,783,016	100.0%	\$ 262,274	1,589,663	100.0%	\$ 269,531	2.7%	102.8%	\$ 1,477,833	-17.1%	93.0%

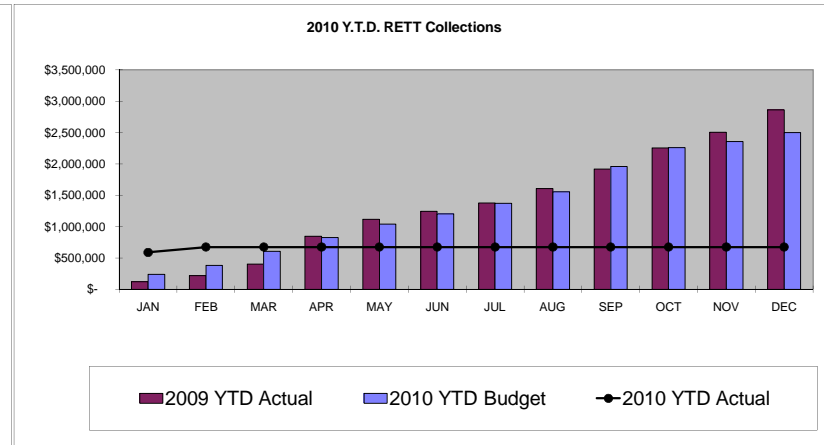
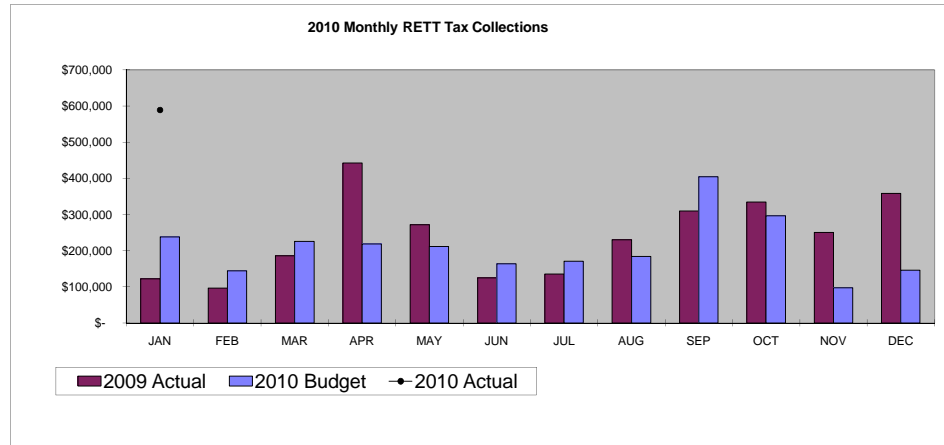
Accommodation tax amounts reflect collections at the 2.4% rate.



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

Sales Period	2007 Collections			2009 Collections			2010 Budget			2010 Monthly				2010 Year to Date			
	Tax Collected	Year To Date	Percent of Total	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% of Budget	% Change from 2007	% Change from 2008	Actual	% of Budget	% Change from 2007	% Change from 2009
JAN	\$ 352,958	\$ 352,958	6.2%	\$ 122,238	\$ 122,238	4.3%	\$ 237,814	\$ 237,814	9.51%	\$ 588,874	247.6%	66.8%	381.7%	\$ 588,874	23.6%	66.8%	381.7%
FEB	342,995	695,953	12.3%	96,379	218,617	7.6%	144,335	382,149	15.29%	84,840	58.8%	-75.3%	-12.0%	673,714	26.9%	-3.2%	208.2%
MAR	271,817	967,770	17.1%	185,714	404,331	14.1%	225,613	607,762	24.31%	-	0.0%	n/a	n/a	673,714	26.9%	-30.4%	66.6%
APR	564,624	1,532,394	27.0%	442,039	846,370	29.6%	218,626	826,388	33.06%	-	0.0%	n/a	n/a	673,714	26.9%	-56.0%	-20.4%
MAY	533,680	2,066,074	36.4%	271,393	1,117,763	39.1%	211,243	1,037,631	41.51%	-	0.0%	n/a	n/a	673,714	26.9%	-67.4%	-39.7%
JUN	522,999	2,589,073	45.6%	124,822	1,242,585	43.4%	163,352	1,200,983	48.04%	-	0.0%	n/a	n/a	673,714	26.9%	-74.0%	-45.8%
JUL	343,610	2,932,683	51.7%	135,393	1,377,977	48.2%	170,942	1,371,925	54.88%	-	0.0%	n/a	n/a	673,714	26.9%	-77.0%	-51.1%
AUG	594,349	3,527,032	62.1%	230,014	1,607,991	56.2%	183,756	1,555,681	62.23%	-	0.0%	n/a	n/a	673,714	26.9%	-80.9%	-58.1%
SEP	711,996	4,239,028	74.7%	309,701	1,917,692	67.0%	404,440	1,960,121	78.40%	-	0.0%	n/a	n/a	673,714	26.9%	-84.1%	-64.9%
OCT	392,752	4,631,779	81.6%	334,899	2,252,591	78.7%	296,502	2,256,623	90.26%	-	0.0%	n/a	n/a	673,714	26.9%	-85.5%	-70.1%
NOV	459,147	5,090,926	89.7%	250,106	2,502,697	87.5%	97,454	2,354,077	94.16%	-	0.0%	n/a	n/a	673,714	26.9%	-86.8%	-73.1%
DEC	\$ 584,308	\$ 5,675,235	100.0%	\$ 358,422	\$ 2,861,119	100.0%	\$ 145,922	2,500,000	100.00%	\$ -	0.0%	n/a	n/a	\$ 673,714	26.9%	-88.1%	-76.5%

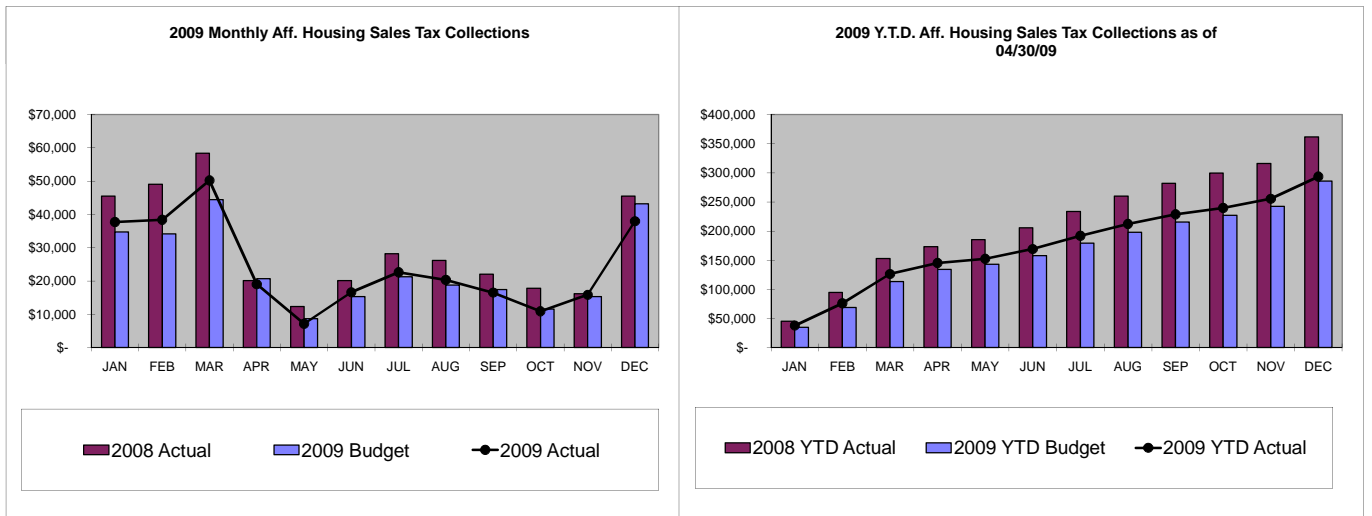
February #s are as of 2/16/10



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	\$ 45,479	\$ 45,479	12.6%	\$ 34,776	\$ 34,776	12.2%	\$ 37,720	-17.1%	108.5%	\$ 37,720	-17.1%	13.2%
FEB	49,015	94,494	13.6%	34,123	68,899	11.9%	38,376	-21.7%	112.5%	76,096	-19.5%	26.6%
MAR	58,414	152,907	16.2%	44,438	113,337	15.6%	50,200	-14.1%	113.0%	126,296	-17.4%	44.2%
APR	20,089	172,997	5.6%	20,714	134,051	7.3%	19,034	-5.3%	91.9%	145,330	-16.0%	50.9%
MAY	12,337	185,334	3.4%	8,695	142,746	3.0%	7,133	-42.2%	82.0%	152,462	-17.7%	53.4%
JUN	20,104	205,438	5.6%	15,281	158,027	5.4%	16,637	-17.2%	108.9%	169,100	-17.7%	59.2%
JUL	28,193	233,631	7.8%	21,320	179,347	7.5%	22,635	-19.7%	106.2%	191,735	-17.9%	67.1%
AUG	26,202	259,833	7.3%	18,738	198,085	6.6%	20,323	-22.4%	108.5%	212,058	-18.4%	74.2%
SEP	22,003	281,836	6.1%	17,420	215,505	6.1%	16,506	-25.0%	94.8%	228,564	-18.9%	80.0%
OCT	17,856	299,692	4.9%	11,580	227,085	4.1%	10,922	-38.8%	94.3%	239,486	-20.1%	83.9%
NOV	16,228	315,921	4.5%	15,358	242,443	5.4%	15,868	-2.2%	103.3%	255,354	-19.2%	89.4%
DEC	\$ 45,445	\$ 361,365	12.6%	\$ 43,157	285,600	15.1%	\$ 37,964	-16.5%	88.0%	\$ 293,318	-18.8%	102.7%

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.

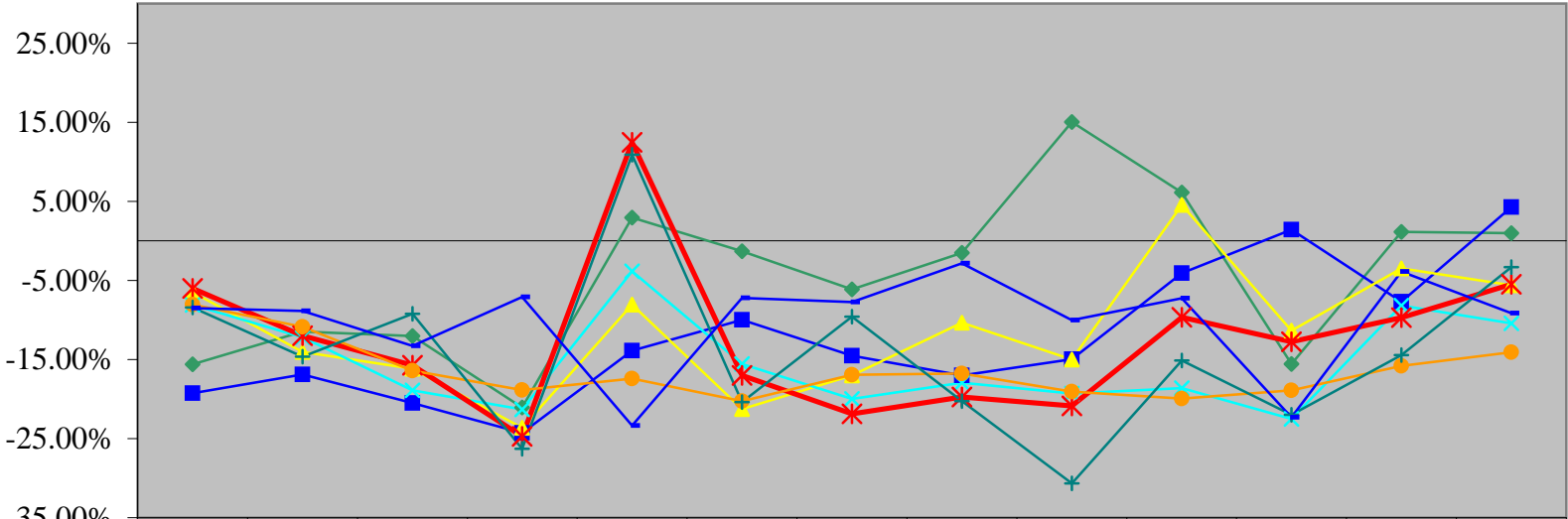


Mountain Communities Report
Taxable Sales (based on Sales/Use tax collected)
2008/2007 to 2009/2008

	December 2008/2007	January 2009/2008	February 2009/2008	March 2009/2008	April 2009/2008	May 2009/2008	June 2009/2008	July 2009/2008	August 2009/2008	September 2009/2008	October 2009/2008	November 2009/2008	December 2009/2008
Sales - Winter Park (5%)	\$ 8,823,720	\$ 8,291,240	\$ 7,759,920	\$ 9,244,280	\$ 3,883,660	\$ 1,908,720	\$ 3,431,880	\$ 3,515,100	\$ 3,044,340	\$ 3,130,240	\$ 1,755,500	\$ 2,673,360	\$ 8,911,020
	\$ 10,457,600	\$ 9,364,100	\$ 8,821,200	\$ 11,710,540	\$ 3,773,160	\$ 1,933,780	\$ 3,656,540	\$ 3,569,540	\$ 2,646,860	\$ 2,950,080	\$ 2,078,720	\$ 2,643,700	\$ 8,823,720
<i>Winter Park % Inc(Dec) in sales</i>	-15.62%	-11.46%	-12.03%	-21.06%	2.93%	-1.30%	-6.14%	-1.53%	15.02%	6.11%	-15.55%	1.12%	0.99%
												Year-to-date:	-7.14%
Sales - Aspen (2.2%)	\$ 61,421,545	\$ 54,715,182	\$ 49,145,227	\$ 50,903,091	\$ 20,539,091	\$ 16,526,273	\$ 32,461,636	\$ 43,670,818	\$ 42,276,273	\$ 31,730,429	\$ 20,042,143	\$ 18,500,571	\$ 64,032,476
	\$ 76,078,773	\$ 65,846,455	\$ 61,818,227	\$ 67,212,773	\$ 23,851,273	\$ 18,356,500	\$ 37,974,273	\$ 52,622,864	\$ 49,720,818	\$ 33,086,909	\$ 19,763,468	\$ 20,048,000	\$ 61,421,545
<i>Aspen % Inc(Dec) in sales</i>	-19.27%	-16.90%	-20.50%	-24.27%	-13.89%	-9.97%	-14.52%	-17.01%	-14.97%	-4.10%	1.41%	-7.72%	4.25%
												Year-to-date:	-13.13%
Sales - Breckenridge (2.5%)	\$ 46,937,840	\$ 40,177,040	\$ 40,137,880	\$ 46,013,000	\$ 20,768,960	\$ 9,841,360	\$ 16,898,760	\$ 23,111,280	\$ 20,855,720	\$ 22,735,560	\$ 13,111,880	\$ 15,878,920	\$ 44,297,640
	\$ 50,203,480	\$ 46,732,520	\$ 47,870,720	\$ 60,259,280	\$ 22,594,680	\$ 12,502,800	\$ 20,363,200	\$ 25,782,840	\$ 24,541,640	\$ 21,746,560	\$ 14,789,240	\$ 16,452,360	\$ 46,937,840
<i>Breckenridge % Inc(Dec) in sales</i>	-6.50%	-14.03%	-16.15%	-23.64%	-8.08%	-21.29%	-17.01%	-10.36%	-15.02%	4.55%	-11.34%	-3.49%	-5.62%
												Year-to-date:	-12.96%
Sales - Steamboat Springs (4%)	\$ 58,844,575	\$ 47,547,350	\$ 44,206,275	\$ 50,551,425	\$ 24,020,775	\$ 22,740,175	\$ 30,023,575	\$ 35,453,600	\$ 32,524,875	\$ 29,305,725	\$ 24,102,675	\$ 23,661,225	\$ 52,713,325
	\$ 64,044,150	\$ 54,152,325	\$ 54,513,300	\$ 64,255,775	\$ 24,978,600	\$ 26,931,100	\$ 37,521,750	\$ 43,208,225	\$ 40,313,550	\$ 36,007,950	\$ 31,100,575	\$ 25,766,350	\$ 58,844,575
<i>Steamboat % Inc(Dec) in sales</i>	-8.12%	-12.20%	-18.91%	-21.33%	-3.83%	-15.56%	-19.98%	-17.95%	-19.32%	-18.61%	-22.50%	-8.17%	-10.42%
												Year-to-date:	-16.23%
Sales - Vail (4%)	\$ 66,315,700	\$ 65,491,800	\$ 64,722,200	\$ 62,614,150	\$ 30,898,500	\$ 12,903,725	\$ 17,930,800	\$ 28,046,475	\$ 26,709,750	\$ 18,843,800	\$ 14,458,525	\$ 16,232,300	\$ 62,686,150
	\$ 70,546,775	\$ 74,416,375	\$ 76,790,375	\$ 83,182,600	\$ 27,472,950	\$ 15,552,575	\$ 22,951,525	\$ 34,946,050	\$ 33,744,875	\$ 20,864,225	\$ 16,569,175	\$ 17,977,725	\$ 66,315,700
<i>Vail % Inc(Dec) in sales</i>	-6.00%	-11.99%	-15.72%	-24.73%	12.47%	-17.03%	-21.88%	-19.74%	-20.85%	-9.68%	-12.74%	-9.71%	-5.47%
												Year-to-date:	-14.11%
Sales - Glenwood (3.7%)	\$ 45,376,054	\$ 28,009,514	\$ 25,747,054	\$ 29,775,351	\$ 26,788,243	\$ 29,217,757	\$ 35,024,703	\$ 32,990,054	\$ 32,273,000	\$ 32,674,676	\$ 27,697,108	\$ 27,471,541	\$ 38,986,838
	\$ 49,363,027	\$ 31,430,243	\$ 30,800,108	\$ 36,700,027	\$ 32,432,054	\$ 36,649,405	\$ 42,170,216	\$ 39,639,622	\$ 39,874,135	\$ 40,815,027	\$ 34,151,405	\$ 32,622,405	\$ 45,376,054
<i>Glenwood % Inc(Dec) in sales</i>	-8.08%	-10.88%	-16.41%	-18.87%	-17.40%	-20.28%	-16.94%	-16.78%	-19.06%	-19.94%	-18.90%	-15.79%	-14.08%
												Year-to-date:	Year-to-date:
Sales - Snowmass (1%)	\$ 17,611,400	\$ 23,518,800	\$ 23,400,400	\$ 20,792,100	\$ 6,495,400	\$ 2,288,500	\$ 4,429,100	\$ 5,954,500	\$ 5,214,000	\$ 4,130,700	\$ 2,143,800	\$ 2,690,900	\$ 17,029,500
	\$ 19,233,200	\$ 27,551,200	\$ 25,775,000	\$ 28,203,400	\$ 5,856,800	\$ 2,874,300	\$ 4,899,100	\$ 7,469,153	\$ 7,517,900	\$ 4,867,800	\$ 2,748,500	\$ 3,145,300	\$ 17,611,300
<i>Snowmass % Inc(Dec) in sales</i>	-8.43%	-14.64%	-9.21%	-26.28%	10.90%	-20.38%	-9.59%	-20.28%	-30.65%	-15.14%	-22.00%	-14.45%	-3.30%
												Year-to-date:	-14.75%
Sales - Crested Butte (4%)	\$ 5,289,400	\$ 4,021,975	\$ 3,809,625	\$ 4,757,800	\$ 1,763,375	\$ 2,169,025	\$ 4,302,450	\$ 7,035,100	\$ 6,171,450	\$ 4,464,825	\$ 2,451,350	\$ 2,240,200	\$ 4,806,725
	\$ 5,782,025	\$ 4,413,075	\$ 4,392,275	\$ 5,120,650	\$ 2,301,050	\$ 2,337,550	\$ 4,664,075	\$ 7,241,400	\$ 6,858,550	\$ 4,813,400	\$ 3,154,950	\$ 2,331,175	\$ 5,289,400
<i>Crested Butte % Inc(Dec) in sales</i>	-8.52%	-8.86%	-13.27%	-7.09%	-23.37%	-7.21%	-7.75%	-2.85%	-10.02%	-7.24%	-22.30%	-3.90%	-9.13%
												Year-to-date:	-9.30%

Mountain Communities - Monthly Comparison

Increase or Decrease in Taxable Sales



	Dec. 08/07	Jan. 09/08	Feb. 09/08	Mar. 09/08	Apr. 09/08	May 09/08	June 09/08	July 09/08	August 09/08	Sept. 09/08	Oct. 09/08	Nov. 09/08	Dec. 09/08
◆ Winter Park	-15.62%	-11.46%	-12.03%	-21.06%	2.93%	-1.30%	-6.14%	-1.53%	15.02%	6.11%	-15.55%	1.12%	0.99%
■ Aspen	-19.27%	-16.90%	-20.50%	-24.27%	-13.89%	-9.97%	-14.52%	-17.01%	-14.97%	-4.10%	1.41%	-7.72%	4.25%
▲ Breckenridge	-6.50%	-14.03%	-16.15%	-23.64%	-8.08%	-21.29%	-17.01%	-10.36%	-15.02%	4.55%	-11.34%	-3.49%	-5.62%
✦ Steamboat Springs	-8.12%	-12.20%	-18.91%	-21.33%	-3.83%	-15.56%	-19.98%	-17.95%	-19.32%	-18.61%	-22.50%	-8.17%	-10.42%
✱ Vail	-6.00%	-11.99%	-15.72%	-24.73%	12.47%	-17.03%	-21.88%	-19.74%	-20.85%	-9.68%	-12.74%	-9.71%	-5.47%
● Glenwood Springs	-8.08%	-10.88%	-16.41%	-18.87%	-17.40%	-20.28%	-16.94%	-16.78%	-19.06%	-19.94%	-18.90%	-15.79%	-14.08%
+ Snowmass	-8.43%	-14.64%	-9.21%	-26.28%	10.90%	-20.38%	-9.59%	-20.28%	-30.65%	-15.14%	-22.00%	-14.45%	-3.30%
◆ Crested Butte	-8.52%	-8.86%	-13.27%	-7.09%	-23.37%	-7.21%	-7.75%	-2.85%	-10.02%	-7.24%	-22.30%	-3.90%	-9.13%

MEMO

To: Town Council

From: Laurie Best

Date: February 17, 2009 (for February 23rd work session)

**Re: Breckenridge Heritage Alliance 2009 Review and
Reiling Dredge Update**

Enclosed in your packets is a report from the Breckenridge Heritage Alliance summarizing 2009 activities and events. Representatives from the Alliance will attend the Council work session on February 23rd and present a brief overview of the year. The Alliance was formulated in 2006 with support from the Town and in 2007 assumed responsibility for developing, managing, and coordinating the Town's heritage tourism program and ensuring a plan is in place to enhance, protect, and preserve important historic resources. In 2009 the Town provided \$335,780 to the Alliance for its operation expenses.

Also, representatives from the Alliance and from Western Mapping Services of Tuscon Arizona will present a summary of the 2008 and 2009 assessment of the Reiling Dredge. The study which involved the National Park Services Submerged Resources Center and a grant from the State Historic Fund included underwater mapping and documentation of the archeological site. The data that was collected will help guide the Alliance as they develop alternatives for interpreting, stabilizing, and/or preserving the Dredge.

2009 Annual Report

Breckenridge Heritage Alliance

Dear Breckenridge Town Council and Members of the Community:

For the first three years of being in business, the mantra of the Breckenridge Heritage Alliance was “working toward 2009” – working to create a cohesive heritage tourism program, striving to protect and upgrade our strongest historic assets, developing an efficient organization, and working as a partner on the Breck150 celebration. With 2009 now behind us, we are proud to report on the highlights, statistics and financials from this landmark year.

In 2009, 20,737 visitors sought out our sites (compared to 21,030 in 2008). More than 30 tour guides staffed 13 sites to interpret Breckenridge’s history for locals, visitors and second homeowners. Sites were open a total of 2,729 hours and an additional 20 educational programs were offered to the public. Volunteers donated about 600 hours of their time to our heritage tourism program – a savings of approximately \$7,000.

The “crown jewel” project and highlight of 2009 was the completion of the 16-month-long Edwin Carter Museum rehabilitation, which has received numerous awards. The National Association of Interpretation, a recognized leader in historical and cultural interpretation, awarded the museum second place in the interior design category at its annual conference in November. The film “Edwin”, which is shown in the new theater room at the museum, was given a bronze Telly award. Most recently, the museum project was the recipient of the Colorado Historical Society’s prestigious Caroline Bancroft History Award given to one organization each year that has made a major contribution to the advancement of Colorado history.

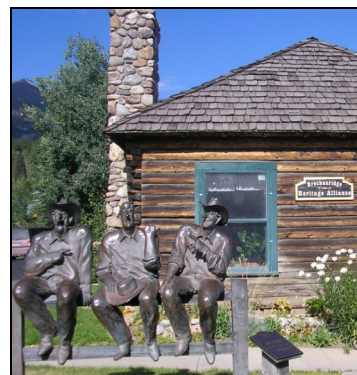
We extended our reach into local schools in 2009, partnering with the Public Art Commission to merge history and art in K-5 classrooms. 250 students were part of an in-school heritage trunk program, where students combined their knowledge of local history with corresponding art projects. In addition, 492 students from Summit and Lake Counties visited our historic sites in 2009.

We were a proud partner in the Breck150 celebration, with two staff members and one Board member serving on the Breck150 steering committee for more than two years. All full and part-time staff played a part in the successful anniversary events throughout 2009, as did a group of seven volunteer historians. The Breck150 steering committee has already provided a summary of events to Town Council. The total number of event attendees was 11,000. A five-minute highlight film provides statistics about the anniversary celebration; copies of the film are available through our office.

Ten Alliance Board members volunteered their time on a variety of projects, including the Carter Museum exhibit design, Breck150 events, Engine #9 locomotive park concept, Iowa Hill trail maintenance, and “Peaks on the Past” film production. Together, they donated about 1,900 hours of time to the Alliance.

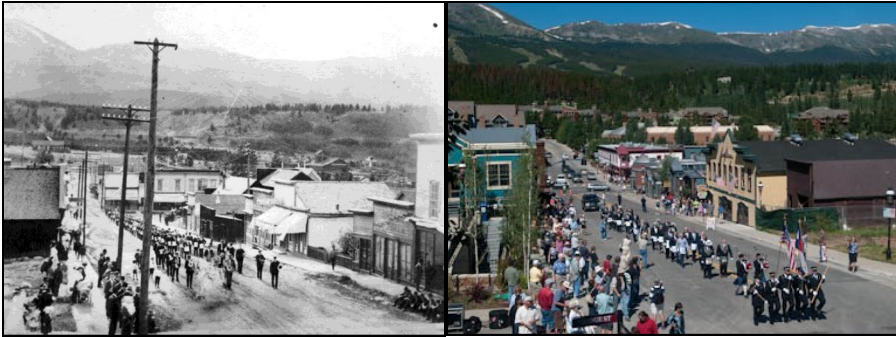
Capitalizing on a unique preservation opportunity in the fall of 2009, the Alliance garnered strong community support and a volunteer corp to stabilize the Klack Placer Cabin. The Klack, believed to be one of Breckenridge’s oldest standing structures, is now protected from further deterioration. Currently, the property is being surveyed with funds from a Certified Local Government grant, which should shed new light on the history of the cabin. In future

years, the structure may be used for interpretation.



Continued on page 2

Similarly, in November 2009, Robin and Patty Theobald generously offered us use of a retail space on Main Street - free of charge for one year. In six weeks time, a team of staff and volunteers designed and installed a Summit Ski Museum which has been visited by more than 800 people since the end of December. The official “grand opening” took place on February 11th.



Recognizing the economic challenges our community faced last year, the Alliance made cuts in its operating budget in 2009 as part of the Town’s tiers 1, 2 and 3 budget cuts. Hours at sites were cut by 20% compared to 2008, yet our total number of visitors for the year was off by only 1% and site income was up substantially - by 41%. Using funds thoughtfully and efficiently, we ended the year with a net surplus. Those surplus funds were returned to the Town. A 2009 financial report is included on page five.

The Alliance enters 2010 with new staff, new programs and new goals. While “working toward 2009” is behind us, we will remain focused on our mission of promoting and protecting our most important historic assets. In addition, we are committed to fulfilling the following five goals. Through the end of 2010, this is where we will focus our highest level of attention and resources.

2010 Goals

1. Generate at least \$50,000 in operating income outside of Town of Breckenridge support through site donations, admission fees, grants and merchandise sales.

2. Increase overall attendance at sites by 10%, while maintaining reduced museum hours.

3. Complete historic preservation and capital projects, including French Gulch Interpretive Signs, Reiling Dredge Preservation Assessment, Valley Brook Cemetery Restoration, Robert Whyte House Historic Structure Assessment and Engine #9

Locomotive Park. Maintain long-range capital projects list, and prioritize new preservation and interpretation opportunities and budgets for future years. Keep a pulse on and advocate for preservation opportunities in the greater Breckenridge area.

4. Broaden our scope and engage new audiences. Expand our volunteer corp,

develop social networking sites, implement new programs that attract new audiences, expand local employee training program, and modify our messaging. Collaborate with other community non-profits and the Breckenridge Resort Chamber to ensure that the town’s heritage continues to be part of our brand.

5. Continue to enhance the visitor experience.

Ensure that our sites and programs are diverse, entertaining and relevant to today. Have an average net promoter evaluation score of 80%. Expand recruiting efforts to develop a more diverse tour guide staff, tell stories in new mediums (signs, self-interpretation, podcasts) and set professional standards for interpretation. Improve merchandising and continue the Oral History program.

We appreciate the Town’s continued support for the Breckenridge Heritage Alliance.

Respectfully submitted,

Larissa O’Neil
Executive Director

Review of 2009 Capital Projects

The following preservation and special projects were completed in 2009 or are ongoing in 2010.

Edwin Carter Museum Rehabilitation – The “new” museum opened on May 23, 2009, featuring new exhibits dedicated to the the mystery of Edwin Carter – the miner, naturalist, entrepreneur and scientist – but also to the science of taxidermy, the beginnings and rise of the conservation movements, and the growing focus on environmental concerns from Carter’s era to today. An ADA-compliant bathroom and new sewer line, along with an energy efficient boiler, were part of the project. The total project cost was \$514,710, funded by the Town of Breckenridge.



Reiling Dredge Preservation Assessment – For close to two years, the Reiling Dredge was studied using the most modern, cutting-edge technologies to document the historic site. High-definition mapping, 3D laser scanning, combined with aerial mapping and underwater archeologists assessed the structural integrity of the dredge. This effort will assist with effective preservation and management of this historic icon. Field work for this project was finished in the fall 2009. Total Project Budget: \$187,080 funded by the State Historical Fund (\$97,080) and the Town of Breckenridge (\$90,000).



French Gulch Interpretive Signs – Eleven sites along the Minnie, B&B and X10U8 trails are slated to receive interpretive signs in early summer 2010. Signs will include historic French Gulch images and information about the area’s rich mining history. The budget for this project is \$20,000, funded by the Town of Breckenridge.

Capital Projects, Continued

Klack Placer Cabin – Owned by the Town of Breckenridge, the Klack Cabin is thought to be one of the oldest structures in Breckenridge standing in its original location. The roof of the cabin was severely compromised and the cabin base had deteriorated. With



in-kind donations from the Theobald Family, Harris Construction and the Breckenridge Building Center, as well as surplus funds from the 2009 operating budget, the Alliance organized a two-phased maintenance effort to reroof the cabin and replace the rotting floor. In-kind donations accounted for \$6,000 in materials savings and \$5,000 in donated labor. The total project budget is \$14,300, funded by the Town of Breckenridge.

Peaks on the Past – Shot in high definition, “Peaks on the Past” is a vivid documentary featuring the most memorable stories that shaped the history of Breckenridge. Local filmmaker and Alliance Board member, Wendy Wolfe, produced the commemorative film. Five public showings of the film were “sellouts” and more than 300 copies have been sold to date. The total project budget was \$29,400 which was funded jointly through the Breck150 budget and the Alliance’s Oral History budget. The film is available for purchase for \$14 at the museums and at the Welcome Center.

Breckenridge Heritage Alliance Staff

Larissa O’Neil, Executive Director
Beth Johnson, Operations Director

Ryan Bernal, Program & Marketing Director
Rebecca Waugh, Town Historian

Board of Directors

Rick Hague, President
Wally Ducayet, Secretary
Karen Fischer

Larry Crispell, Vice President
Bonnie Kirschenbaum
Wendy Wolfe
Jeffrey Bergeron (Town Council Rep)

Bill Souba, Treasurer
Robin Theobald
Steve Graham

**Breckenridge Heritage Alliance
Budget to Actuals
January 1, 2009 to December 1, 2009**

Income

	2009 Budget	2009 Actuals
Government Grants	\$0	\$750
Direct Public Grants	\$20,000	\$0
Breck150 revenue	\$0	\$2,695
Town of Breckenridge	\$347,500*	\$335,780
Site Income	\$20,000	\$31,551
Merchandise sales	\$5,000	\$11,776
Total Income	\$392,500	\$382,552

Expenses

Contract Services	\$4,500	\$6,998
Travel, Conferences & Meetings	\$0	\$1,861
Office Expenses	\$16,500	\$15,124
Other Business Expenses	\$11,900	\$13,985
Site Operations	\$35,354	\$25,986
Tour Guides	\$47,500	\$38,372
Payroll, Benefits & Taxes	\$231,028	\$208,681
Advertising & Promotions	\$40,000	\$32,677
Programs	\$5,300	\$6,894
Klack Cabin	\$0	\$12,000
Town of Breckenridge Payback	\$0	\$19,000
Total Expenses	\$392,082	\$381,578
Total Surplus	\$418	\$974
	*after tiers 1,2 & 3	

Contract Services - Legal fees, accounting fees

Business Expenses – Insurance (workers comp, fire and liability), staff development, merchandise, sales tax, subscriptions, membership & dues

Office Expenses – Utilities, supplies, copying, postage/mailing, internet & telephone, computers & software

Site Operations – Exhibits, utilities, insurance, security monitoring

Programs – Kingdom Days, Breck150 expenses, Elementary School Trunk Project, Speaker Series, Children’s Story Hours

**Breckenridge Heritage Alliance
2009 Visitor Numbers**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Barney Ford House Museum	710	595	637	285	447	1,618	1,313	1637	866	621	178	381	9,288
Edwin Carter Musuem	0	0	0	27	259	990	968	920	453	333	124	98	4,172
Rotary Snowplow	0	0	0	0	0	142	415	649	162	0	0	0	1,368
Lomax Placer Mine Site	0	0	0	0	0	24	119	97	47	0	0	0	287
Washington Mine	0	0	0	0	0	140	212	185	25	0	0	0	562
Iowa Hill	0	11	0	0	0	50	55	35	18	0	0	0	169
Valley Brook Cemetery	0	0	0	0	0	0	6	5	0	0	0	0	11
Historic Walking Tour	34	41	36	7	32	166	234	278	163	88	30	12	1,121
Briggle House	0	0	0	0	0	24	0	0	0	900	0	0	924
Red, White & Blue Fire Museum	0	0	0	0	0	75	172	179	19	300	0	0	745
Speaker Series	0	0	0	0	0	50	207	110	0	0	0	0	352
Student Tours	0	106	0	0	89	85	34	12	138	28	0	0	492
Ski Museum	0	0	0	0	0	0	0	0	0	0	60	61	121
Rentals	35	0	0	0	100	110	212	60	0	0	0	0	517
Events	0	0	0	164	0	100	0	155	0	0	0	0	419
Special Tours	0	0	0	22	0	0	16	89	47	0	0	0	174
	779	753	673	505	927	3,574	3,963	4,411	1,938	2,270	392	552	20,737

MEMORANDUM

TO: Town Council

FROM: Laurie Best, Planner III
Chris Kulick, Planner I
Mark Truckey, Assistant Director of Community Development

DATE: February 17, 2010 for February 23, 2010 Meeting

SUBJECT: Sustainability Task Force Recommendations: Energy Efficiency/Carbon Action Plan

The Sustainability Task Force (STF) has continued to meet on a regular basis to address a list of issues identified as keys to maintaining sustainability in our community. Staff is periodically bringing the Task Force's recommendations to the full Council for review. The Task Force recently discussed the topic of Climate Change/Carbon Action Plan. Concurrently the Planning Commission has been discussing potential changes to the Energy policy in the Development Code. The recommendations in this report focus on these discussions, which primarily aim at achieving greater energy efficiency in buildings located within the Town. Recommended strategies for greater building efficiency are divided into three categories: Development Code revisions, prospective buyer education, and Town financial support.

Carbon Action Plan

Last May, Staff completed a Carbon Action Plan that Council had a chance to initially review. Since this plan was originally completed under a fairly tight schedule due to some perceived funding eligibility requirements, Council recommended this document be more thoroughly reviewed at a later date by the STF. Recently the STF had a chance to review the plan and below are some of their recommendations for the full Council to consider. For the benefit of the Council we have included the latest version of the plan, with the STF's recommendations integrated in the document. From the discussion regarding the Carbon Action Plan, the STF desired to prioritize some specific issues and give philosophical direction, which is highlighted below.

- Targeting energy efficiency improvements in existing housing stock
- Implementing Town facility upgrades
- Pursuing the installation of solar panels on Town facilities
- Exploring incremental tax structures on energy consumption
- Establishing seed money for residential loans/energy upgrades
- Working with the County to form an energy upgrade district
- The plan should include the goal of combating global warming but should equally focus on the economic and environmental benefits of energy conservation.

Development Code Revision Recommendations (Policy 33R)

1) HERS for New Residential Construction and Remodels

Policy 33R of the Development Code addresses energy conservation and renewable energy and the goal is to encourage renewable energy and reward conservation measures beyond those required by the Sustainable Building Code. While the relative policy has been in place for many years, the actual impacts of energy conservation and renewable energy production were not usually measurable, making it difficult to quantify how much conservation (beyond code) was being achieved. As a result, there was

concern about the point assignments under this policy and whether the points were commensurate with the outcome or equitable amongst applicants.

Staff has met twice with the Planning Commission to discuss this policy and how it might be modified to complement the newly adopted Sustainable Building Code, better encourage energy efficiency/conservation, and discourage waste in more consistent, predictable, and quantifiable way. Staff has researched new energy analysis methodology and we have met with representatives from High Country Conservation Center and the Summit Homebuilders Association. There is consensus that the Home Energy Rating Software (HERS) is the new industry standard for residential development and is a very effective tool to quantify energy use and the impacts of different mechanical systems, shell features, lights, appliances, etc. In a HERS report, a score of 100 indicates that the home meets the 2006 International Energy Conservation Code. Each 1 point increase or decrease in a HERS score represents a 1% increase or decrease in energy consumption compared to the code house. Achieving an Energy Star certification is the equivalent of an 80-85 HERS score and a net zero home represents a 0 HERS score. Examples of HERS rating certificates are attached for your review. These examples illustrate the energy consumption for a small residential unit prior to energy upgrades and after energy upgrades. In this case, changes to the water heater, insulation, and windows increased the efficiency of the home from a score of 169 to 74 and decreased the estimated annual energy cost from \$1454 to \$837.

The HERS rating is a measure of the energy efficiency of a home relative to code as well as a measure of the impact of energy upgrades. Staff believes the rating provides a good measure of energy conservation that can be recognized in a point analysis. It is also a very useful tool for property owners and designers to use while evaluating options as it illustrates what improvements or upgrades (including on-site renewables) result in the best conservation and the best cost savings up front during the design stage.

HERS ratings are available for single family homes as well as multi-family homes and condos three stories or less. Staff believes the HERS rating would work for new construction as well as remodeling. We would look to Council for your input regarding an absolute requirement or incentivization through relative policy.

Staff had originally recommended to the Planning Commission that a HERS rating be required (absolute policy) for any new home construction and that positive points be assigned for exceeding code based on certain thresholds (i.e. one positive point for each 10 point decrease in HERS, which represents 10% more efficient than code). The Planning Commission was concerned about implementation of an absolute policy. As an alternative, the Town might consider a positive point for obtaining a rating (score) and then additional positive points based on the thresholds. The cost of HERS ratings is currently estimated at \$1200, although that number could come down in the future as more HERS contractors become active in the area. Staff is also evaluating the opportunity to certify Town staff as HERS raters to see if this might benefit the community and potentially reduce the cost of HERS ratings.

2) Absolute and Relative Policies for LEED Certification in New and Remodeled Commercial/Industrial and Large-Scale Residential Development

The HERS index currently applies only to residential construction three stories or less. There are other energy indexes available for commercial, industrial, and large scale residential development. These indexes include Green Globes and certain components of LEED. The input from Planning Commission was to address commercial/industrial and large multi-family developments in a manner that is consistent with residential and that using energy indexes such as LEED/Green Globes makes sense. The Planning Commission was supportive of a mandatory third party certification for commercial/industrial and large scale residential development. Staff is continuing to research energy indexes for commercial/industrial/large scale residential development and will incorporate appropriate indexes into the energy policy.

3) *Outdoor Energy Use*

The uses outside a building such as hot tubs and heated driveways and patios are not accounted for in a HERS rating, so a home with exterior snowmelt would not see a higher HERS rating than the same home without exterior snowmelt. The Sustainable Building Code that was recently adopted does require energy offset for those exterior energy uses and since its adoption builders and homeowners are aware of the Code and consider the tradeoffs necessary for those outdoor energy uses. According to the Town Building Official, we are seeing reductions in outdoor energy uses in new building permit applications as a result. Further disincentives could be established with negative points under the development code. We would look to Council for your input as we explore this further.

Prospective Buyer Education

Time of Sale HERS rating

In addition to recommending utilizing HERS ratings for new residential projects through the Development Code, the STF recommends requiring HERS ratings at the point of sale for all residential properties. The idea behind the point of sale concept came from Berkeley, California's city regulation requiring energy audits and subsequent energy improvements to take place prior to property sales taking place. The overall goal of their point of sale programs is to gain energy efficiency in existing properties.

Knowing the Town is 80% built out and that older buildings are our community's biggest users of energy, the STF reviewed the possibility of requiring both an energy audit and subsequent energy improvements to be carried out at the point of sale, like the Berkeley program. After looking at the pros and cons of requiring such measures, the STF felt this approach may be too big of a first step and that the Town's building department may be overwhelmed with all of the additional inspections.

Despite not recommending point of sale energy upgrades, the STF felt it is worthwhile to pursue requiring point of sale HERS ratings. By requiring HERS ratings the STF believes the Town will quickly increase the awareness of energy efficiency for property buyers and sellers. Mandatory HERS ratings will incentivize sellers to do upgrades on inefficient elements of their properties to make them competitive in the market and act as a form of consumer protection for property buyers.

By moving to point of sale HERS ratings Breckenridge will be joining a pioneering list of municipalities that are utilizing this technique to better educate their property owners and improve their existing building stock's energy efficiency. In 2009 the City of Austin, Texas adopted the Energy Conservation Audit and Disclosure (ECAD) ordinance which requires energy audits to be performed at the time of sale for all residential buildings and before June 1, 2011 for all commercial buildings. Austin settled on just requiring energy audits after first initially considering both mandatory energy audits and energy efficiency upgrades. Staff feels the ECAD ordinance is template to use if we considering adopting our own ordinance.

Town Financial Support/Residential Energy Revolving Loan Fund

Several Communities such as Berkeley, California and Boulder have established revolving loan programs to fund energy efficiency upgrades and renewable energy systems for property owners. These types of programs allow property owners to borrow money from a government authority to carry out energy efficiency upgrades or install renewable energy systems and repay the cost over a specified number of years through an annual special tax on property tax bills. After reviewing the revolving loan concept the STF recommended to staff to use a significant amount of Town resources to launch a program for our residents. After the initial start up costs, the program will be set up to be self-funding through the interest collected on the loans. Despite having to repay principle and interest on the loans, it has been documented through some

of the existing programs (e.g., Boulder & Berkeley) that most participants have a net positive cash flow because their energy upgrades save them more money on a yearly basis than they are paying on the loan.

Currently Summit County Government is proposing to launch a Countywide loan program for homeowners to pay for capital improvements that provide energy efficiency upgrades to residences. Loans are repaid via property tax payments over 5-10 years, depending on loan amount. Initially the funds will be for energy efficiency upgrades only, but as project grows alternative energy systems are expected to also be included. Understanding that the County is planning on launching a program that Breckenridge property owners are eligible for and is very similar to what the STF recommended establishing, the STF has recommended that the Town participate in the County program and contribute additional dollars to the program that are available only to Breckenridge residents.

Staff is looking for Council input regarding:

- Mandatory HERS (or equivalent) rating for all new construction and remodels-as an absolute policy-the alternative is a one-point Code incentive for HERS rating for residential and LEED certification for commercial and large residential projects
- Incentives (positive points) for exceeding the Code as demonstrated thru a HERS (or equivalent) rating based on achieving certain conservation thresholds
- Additional assignment of negative points for outdoor energy use
- Requiring HERS rating at times of sale for real estate transactions
- The residential energy revolving loan fund proposal
- The attached Carbon Action Plan

TOWN OF BRECKENRIDGE



Carbon Action Plan 2009



**Town of Breckenridge
Carbon Action Plan
2009**

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

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

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

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Cover Photo:

Town of Breckenridge
By Chris Kulick

Overview

The Town of Breckenridge joined the Cities for Climate Protection Campaign (ICLEI) in the winter of 2009 and committed to developing an emissions reduction strategy. The Town's first order of business was developing an emissions inventory. The Community Development Department took on the issue of creating a Carbon Action Plan as a component of the Town's broader Sustainability Action Plan. Over the last 9 months Community Development Staff have been working on the creation of a Carbon Action Plan, which outlines steps for the entire Breckenridge community to significantly reduce emissions and become more energy independent.

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

The Carbon Action Plan proposes three key goals:

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

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

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

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

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

Why a Breckenridge Carbon Action Plan?

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

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

1. Local Action to Combat Global warming

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

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

2. Enhanced Quality of life and Livability

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

3. Energy Independence and Energy Security

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

4. Economic Benefits

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

5. Tapping unique local resources and success to date

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

Breckenridge's ENERGY AND CLIMATE PROTECTION GOALS

Around the country communities are selecting emissions goals to spur and guide climate protection efforts. Emissions reductions goals are an evolving science. We have based our emissions goals on what other active climate protection cities and corporations are doing. Goals will be refined as implementation of the plan moves forward. In addition to emissions goals our plan includes more qualitative goals.

1. Town Government: Lead by Example

Existing /Short Term Actions

- Create the organizational, human resource, and financing framework for ensuring this plan is turned into action. Town will identify opportunities for saving energy and money based off of energy audit information.
- 2011 budget will include ways to implement an energy improvement fund and increase percentage of renewable energy.
- The Town will continue to support efforts to create in-town workforce housing for employees to reduce the need to commute.
- The Town will continue to encourage Town employees commute by carpool, bus, bicycling or walking. (Green Commutes program)
- The Town will continue to encourage Town employees to make in-town trips on bicycle or on foot when practical.
- Town staff is studying the feasibility of wind power for future development on Block 11 through the CMC test project.
- Implement town facility waste diversion program in 2011.
- Develop sustainable purchasing practices for all Town procurements.

Long Term Actions

- Establish a Program for Energy Efficiency Retrofits in Municipal Buildings.
- The Town commits to using best practices in energy efficiency and renewable energy in constructing all new buildings and operations.
- The Town will increase the percentage of renewable energy by 50% by 2020, either through on-site renewable generation, or through purchasing more power from renewable sources.
- All new town vehicle purchases should be a minimum of 20% more fuel efficient than the model that was replaced.
- Integrate alternative fuel vehicles for transit and fleet (Compressed natural gas).
- Future roadways should designed from a complete streets perspective and utilize energy saving designs such as roundabouts and LED lighting.

Action Monitoring

Town Government	
Indicators	Targets
Energy Use • Town facilities use	20% below 2007 levels by 2020 for Town facility use
Renewable Energy Use • Percent of Town facilities energy use from renewable sources	By 2014 10% of all electricity use in Town facilities should come from renewable sources.
Solid Waste Generation • Total Town facility generation	Generation: Do not exceed year 2007 levels by 2014 in all Town

(also report per capita and by department) <ul style="list-style-type: none"> • Town facility amount landfilled • Town facility amount diverted (recycled, composted, etc) from landfill 	facilities (Possibly reduce by 20%). Diversion: Increase amount diverted to 40%- 75% ¹ of total by 2014 in all Town facilities.
Transportation <ul style="list-style-type: none"> • Average fuel efficiency of entire Town fleet and develop café standard. • Town staff vehicle miles traveled • Participation in Green Commutes program • Bike usage for Town business 	Reduce fleet fuel consumption 20%-40% by 2020 ^{2 3} . Increase participation in green commutes program on a yearly basis. Increase Town related bike usage on a yearly basis

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

Existing/Short-Term Actions

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

¹ Recent audit of Town Hall estimated 90% of trash could be either recycled or composted. Summit County’s goal is divert 75% of waste by 2020.

² Summit County has set 35% as their for reduction target for fleet below their 2008 baseline to be achieved by 2020.

³ Can reduce fuel consumption 15% - 20% just by replacing older vehicles with newer vehicles that are the same model (2001 Tahoe replaced with 2010 Tahoe). We can gain 40% -50% by replacing existing vehicles with hybrids (2001 Tahoe replaced with 2010 Highlander or Escape Hybrid).

Long Term Actions

- Work with other communities and any statewide efforts to improve state policies to encourage a more climate friendly transportation, energy generation and waste disposal practices.
- Increase transit mode share by working regionally to upgrade transit: Breckenridge Summit Stage & Rocky Mountain Rail Authority representatives will encourage SS and RMRA to develop a timeline, target dates, and implementation plan for implementing regional Transit upgrades.
- Recommend implementation plan for Energy Star Purchasing Policy for town operations with supporting EPA reference and guidelines
- Participate in regional transportation demand management programs and promotions.
- Recommend the requirement of point of sale energy audits for all buildings.

Action Monitoring

Community-Wide	
Indicators	Targets
Energy Use • Town-wide use	20% below 2007 levels by 2020 for Town-wide use
Renewable Energy Use • Percent of Town-wide energy use from renewable sources • Number of renewable energy system Cos	By 2014 10% of all electricity use Town-wide should come from renewable sources. Yearly growth of renewable energy system COs
Solid Waste Generation • Total Town-wide generation (also report per capita) • Town-wide amount landfilled • Town-wide amount diverted (recycled, composted, etc) from landfill	Generation: Do not exceed year 2007 levels by 2014 Town-wide. Reduce by 20% by 2020. Town-wide Diversion: Increase amount diverted to 40% - 75% of total by 2014.
Transportation • Estimated Town vehicle miles traveled • Per capita ridership of Breckenridge Freeride Transit System • Comparison of Skier numbers to Ski Resort Parking numbers • Work with BRC to expand Green Commutes program to all BRC member businesses	Reduce town fuel consumption 20% below 2007 levels by 2020 ⁴ . Yearly increase of per capita Breckenridge Freeride transit system Yearly increase in skiers to cars ratio.

3. Green Branding

Long Term Actions:

- Partner with sustainable energy businesses, HC3 and the BRC to create a green brand for the Town.
- Develop informational materials to promote Breckenridge as a center of sustainability.
- Create a supportive environment for businesses associated with green technologies and support green businesses.

⁴ May not be possible to monitor this target.

- Publicize our Bicycle Friendly Community award.
- Start a biking, walking campaign for in-town transportation.
- Conduct ongoing publicity campaigns to promote sustainable transportation, including the promotion of biking, walking and transit as main transportation modes within Breckenridge, make Breckenridge known for respecting, encouraging biking, walking and transit.
- Breckenridge will work to educate Town guests that once they arrive in Town the Town will provide the transportation for them. No cars necessary.

Action Monitoring

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

Implementation and Financing

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

Possible organizational/staffing arrangements:

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

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

Possible financing sources

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

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

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

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

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

Greenhouse Gas Emissions:

Breckenridge Town-wide Greenhouse Gas Emissions in 2007

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

Emission Reduction Targets

In determining appropriate reduction targets, staff researched many leading energy plans to base our reduction targets off of. Staff consulted energy plans from the State of Colorado, Ann Arbor, MI, Aspen, CO, Carbondale, CO, Chapel Hill, NC, Fort Collins, CO, Jackson, WY, Los Angeles, CA, Palo Alto, CA, and Park City, UT. Through our research we found greenhouse gas reduction targets to range from 7% -30% below the reported baseline year. With a projection of reduction attainment to be accomplished within 5-15 years of the plan’s start date. For example the State of Colorado adopted a target for reducing GHG emissions by 20% below 2005 levels by 2020 and 80% below 2005 levels by 2050.



energyLogic
www.energylogic.com

Home Energy Rating Certificate

Chautauqa Unit 703
900 Baseline Rd # 703
Boulder, CO 80302



3 Stars
Confirmed Rating

Uniform Energy Rating System

1 Star	1 Star Plus	2 Stars	2 Stars Plus	3 Stars	3 Stars Plus	4 Stars	4 Stars Plus	5 Stars	5 Stars Plus
500-401	400-301	300-251	250-201	200-151	150-101	100-91	90-86	85-71	70 or Less

Energy Efficient

HERS Index: **169**

General Information

Conditioned Area: 1012 sq. ft.
Conditioned Volume: 8048 cubic ft.
Bedrooms: 3

HouseType: Single-family detached
Foundation: More than one type

Mechanical Systems Features

Heating: Fuel-fired air distribution, Natural gas, 92.0 AFUE.
Water Heating: Conventional, Natural gas, 0.49 EF, 33.0 Gal.

Duct Leakage to Outside: RESNET/HERS default
Ventilation System: None
Programmable Thermostat: Heating: No Cooling: No

Building Shell Features

Ceiling Flat: R-15
Vaulted Ceiling: R-19
Above Grade Walls: R-0, R-7
Foundation Walls: R-2.0, R-5.5
Slab: R-0.0 Edge, R-0.0 Under

Exposed Floor: R-0
Window Type: Single Non-metal clr

Infiltration:
Rate: Htg: 2570 Clg: 2570 CFM50
Method: Blower door test

Lights and Appliance Features

Percent Fluorescent Pin-Based: 10.00
Percent Fluorescent CFL: 0.00
Refrigerator (kWh/yr): 775.00
Dishwasher Energy Factor: 0.46

Clothes Dryer Fuel: Natural gas
Range/Oven Fuel: Natural gas
Ceiling Fan (cfm/Watt): 0.00

Rating Number: 1217
Certified Energy Rater: Jason Acosta
Rating Date: 1/25/2010
Rating Ordered For: Chautauqa

Estimated Annual Energy Cost

Use	Confirmed Rating		
	MMBtu	Cost	Percent
Heating	103.0	\$793	55%
Cooling	0	\$0	0%
Hot Water	23.6	\$168	12%
Lights/Appliances	17.0	\$283	19%
Photovoltaics	-0.0	\$-0	-0%
Service Charges		\$209	14%
Total		\$1454	100%

This home meets or exceeds the minimum criteria for all of the following:

Home Energy Rating Provider

Energy Logic, Inc.
P.O. Box N
Berthoud, CO 80513
Phone #: 1-800-315-0459
www.nrglogic.com



Certified Energy Rater

Jason Acosta
2010.01.27 14:09:36
-0700'

The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

REM/Rate - Residential Energy Analysis and Rating Software v12.7

This information does not constitute any warranty of energy cost or savings.
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energyLogic
www.energylogic.com

Home Energy Rating Certificate

Chautauqa Unit 703
900 Baseline Rd # 703
Boulder, CO 80302



5 Stars
Projected Rating

Uniform Energy Rating System

1 Star	1 Star Plus	2 Stars	2 Stars Plus	3 Stars	3 Stars Plus	4 Stars	4 Stars Plus	5 Stars	5 Stars Plus
500-401	400-301	300-251	250-201	200-151	150-101	100-91	90-86	85-71	70 or Less

HERS Index: **74**

General Information

Conditioned Area: 1012 sq. ft. House Type: Single-family detached
Conditioned Volume: 10160 cubic ft. Foundation: More than one type
Bedrooms: 3

Mechanical Systems Features

Heating: Fuel-fired air distribution, Natural gas, 92.0 AFUE.
Water Heating: Instant water heater, Natural gas, 0.82 EF, 0.0 Gal.

Duct Leakage to Outside: 0.00 CFM.
Ventilation System: Exhaust Only: 55 cfm, 15.0 watts.
Programmable Thermostat: Heating: Yes Cooling: Yes

Building Shell Features

Ceiling Flat: R-50 Exposed Floor: NA
Vaulted Ceiling: R-19 Window Type: Low E .35 / .36
Above Grade Walls: R-13
Foundation Walls: R-13.0, R-15.0, R-5.5
Slab: R-0.0 Edge, R-0.0 Under
Infiltration: Rate: Htg: 1000 Clg: 1000 CFM50
Method: Blower door test

Lights and Appliance Features

Percent Fluorescent Pin-Based: 10.00 Clothes Dryer Fuel: Natural gas
Percent Fluorescent CFL: 80.00 Range/Oven Fuel: Natural gas
Refrigerator (kWh/yr): 775.00 Ceiling Fan (cfm/Watt): 0.00
Dishwasher Energy Factor: 0.46

Rating Number: 1217
Certified Energy Rater: Jason Acosta
Rating Date: 1/25/2010
Rating Ordered For: Chautauqa

Estimated Annual Energy Cost

Use	Projected Rating		
	MMBtu	Cost	Percent
Heating	37.2	\$289	34%
Cooling	0	\$0	0%
Hot Water	14.7	\$105	12%
Lights/Appliances	15.2	\$235	28%
Photovoltaics	-0.0	\$-0	-0%
Service Charges		\$209	25%
Total		\$837	100%

This home meets or exceeds the minimum criteria for all of the following:

- 2001 International Energy Conservation Code
- 2003 International Energy Conservation Code
- 2004 International Energy Conservation Code
- 2006 International Energy Conservation Code

Home Energy Rating Provider

Energy Logic, Inc.
P.O. Box N
Berthoud, CO 80513
Phone #: 1-800-315-0459
www.nrglogic.com

The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

REM/Rate - Residential Energy Analysis and Rating Software v12.7

This information does not constitute any warranty of energy cost or savings.
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Certified Energy Rater

ENERGY COST AND FEATURE REPORT

Date:	January 27, 2010	Rating No.:	1217
Building Name:	Chautauqa Unit 703	Rating Org.:	EnergyLogic
Owner's Name:	Chautauqa	Phone No.:	800-315-0459
Property:	900 Baseline Rd # 703	Rater's Name:	Jason Acosta
Address:	Boulder, CO 80302	Rater's No.:	026
Builder's Name:	Jeff Medanich		
Weather Site:	Boulder, CO	Rating Type:	Projected Rating
File Name:	900 Baseline # 703 after upgrades-Chautauqua-R	Rating Date:	1/25/2010

	Chautauqa Unit 703		Chautauqa Unit 703		DIFF	% DIFF
ANNUAL ENERGY COSTS						
Heating	\$ 805		\$ 294		\$ 512	63.5%
Cooling	\$ 0		\$ 0		\$	
Water Heating	\$ 168		\$ 105		\$ 64	37.8%
Lights & Appliances	\$ 283		\$ 235		\$ 48	17.1%
Photovoltaics	\$ -0		\$ -0		\$	
Service Charges	\$ 209		\$ 209		\$	
Total	\$ 1466		\$ 842		\$ 624	42.6%
Average Monthly	\$ 122		\$ 70		\$ 52	42.6%

ENERGY FEATURES

Ceiling w/Attic:	R-14 Blown Attic G1 U=0.068	R-50 Blown Attic G1 U=0.020
Vaulted Ceiling:	R-19 Vault Cavity G3 U=0.065	
Above Grade Walls:	x4 16oc Uninsulated U=0.371	x4 16oc FB/R13 G3 U=0.097
Foundation Walls (Cond):	R-5 Finished G-3 R=5.5	R-13 Draped Full R=13.0
Found. Walls (Uncond):	R-2 Draped, 4ft* R=2.0	None
Doors:	2-1/4 Wd solid core U=0.268	
Windows:	Single Non-metal clr U=0.950	Low E .35 / .36 U=0.350
Frame Floors:	Uninsulated U=0.376	None
Slab Floors:	Uninsulated U=0.457	
Infiltration:	Htg: 2570 Clg: 2570 CFM50	Htg: 1000 Clg: 1000 CFM50
Infit. Measure:	Blower door test	
Mechanical Ventilation:	None	Exhaust Only: 55 cfm, 15.0 watts.
Interior Mass:	None	
Mech Equip List:	Heating: Fuel-fired air distribution, 56.0 kBtuh, 92.0 AFUE.	Heating: Fuel-fired air distribution, 56.0 kBtuh, 92.0 AFUE.



TOWN OF BRECKENRIDGE TOWN COUNCIL AGENDA
Tuesday, February 23, 2010 (Regular Meeting); 7:30 p.m.

I	CALL TO ORDER and ROLL CALL	
II	APPROVAL OF MINUTES – February 9, 2010	Page 51
III	APPROVAL OF AGENDA	
IV	COMMUNICATIONS TO COUNCIL	
	A. Citizen’s Comment - (Non-Agenda Items ONLY; 3 minute limit please)	
V	CONTINUED BUSINESS	
	A. SECOND READING OF COUNCIL BILL, SERIES 2010 - PUBLIC HEARINGS	
	1. Council Bill No. 3, Series 2010- AN ORDINANCE REPEALING AND READOPTING WITH CHANGES CHAPTER 2 OF TITLE 5 OF THE <u>BRECKENRIDGE TOWN CODE</u> CONCERNING SOLID WASTE AND WEEDS; AND MAKING CONFORMING AMENDMENTS TO THE <u>BRECKENRIDGE TOWN CODE</u>	Page 56
	2. Council Bill No. 4, Series 2010 – AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE TOWN OF BRECKENRIDGE, AT THE REGULAR TOWN ELECTION TO BE HELD APRIL 6, 2010, PROPOSED AMENDMENTS TO THE BRECKENRIDGE TOWN CHARTER SETTING FORTH THE BALLOT TITLE; AND PROVIDING OTHER DETAILS IN CONNECTION WITH THE SUBMISSION OF THE QUESTIONS TO THE ELECTORS	Page 68
VI	NEW BUSINESS	
	A. FIRST READING OF COUNCIL BILL, SERIES 2010	
	1. Council Bill No. 5, Series 2010- AN ORDINANCE AMENDING ORDINANCE NO. 9, SERIES 2009, BY EXTENDING THE SUNSET DATE FOR THE “TOWN OF BRECKENRIDGE OPEN HOUSE SIGN ORDINANCE”	Page 74
	B. RESOLUTIONS, SERIES 2010	
	1. A RESOLUTION MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2009 TOWN BUDGET	Page 77
	2. A RESOLUTION APPROVING A CONTRACT FOR THE MAINTENANCE OF COLORADO HIGHWAY 9 WITH THE STATE OF COLORADO, DEPARTMENT OF TRANSPORTATION	Page 81
	3. A RESOLUTION APPROVING THE “CITIZEN PARTICIPATION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – VALLEY BROOK HOUSING DEVELOPMENT, BRECKENRIDGE, COLORADO	Page 102
	4. A RESOLUTION TO BECOME AN OFFICIAL CENSUS 2010 PARTNER	Page 106
	C. OTHER	
	1. None	
VII	PLANNING MATTERS	
	A. Planning Commission Decisions of February 16, 2010	Page 2
	B. Town Council Representative Report (Mr. Rossi)	
VIII	REPORT OF TOWN MANAGER AND STAFF*	Page 108
IX	REPORT OF MAYOR AND COUNCILMEMBERS*	
	A. CAST/MMC (Mayor Warner)	
	B. Breckenridge Open Space Advisory Commission (Mr. Joyce)	
	C. BRC (Ms. McAtamney)	
	D. Summit Combined Housing Authority (Mr. Millisor)	
	E. Breckenridge Heritage Alliance (Mr. Bergeron)	
	F. Sustainability Committee (Mr. Millisor)	
X	OTHER MATTERS	
XI	SCHEDULED MEETINGS	Page 110
XII	ADJOURNMENT	

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

CALL TO ORDER and ROLL CALL

Mayor Warner called the February 9, 2010 Town Council Meeting to order at 7:29 p.m. The following members answered roll call: Mr. Mamula, Mr. Millisor, Mr. Joyce, Mr. Rossi, and Mayor Warner. Mr. Bergeron and Ms. McAtamney were absent.

APPROVAL OF MINUTES – January 26, 2010 Regular Meeting

With no changes or corrections to the meeting minutes of January 26, Mayor Warner declared they would stand approved as presented.

APPROVAL OF AGENDA

Tim Gagen, Town Manager, stated there are no changes to the agenda. He announced for the public’s benefit, the Real Estate Transfer Tax Appeal Hearing had been postponed to the March 9 meeting.

Mr. Rossi excused himself.

COMMUNICATIONS TO COUNCIL

A. Mayor Warner read a Proclamation celebrating 100 years of Boy Scouting. Scouts of all ages were present.

Mr. Rossi re-joined the meeting.

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

As a business owner, Dave Newkirk voiced concerns over illegal signs and outdoor music throughout town. Of particular concern were the appearance of neon signs and sandwich boards. Mr. Gagen, stated staff will be asked to look into the matter.

C. Breckenridge Resort Chamber (BRC) – Bill Wishowski reported the February membership mixer will be held at the Gold Pan, with a Mardi Gras theme. The snow sculpture event went very well. Attendance was high and was reflected in Central Reservation numbers during the early part of the event week. He complimented town staff’s commitment to the success of the event. Media coverage was very good. The Welcome Center saw 5,000 visitors during the week.

The Bacchus Ball will be held this Saturday at Beaver Run. The Denver Golf Show is this weekend. BRC staff will be in attendance along with Golf Pro, Erroll Miller. NRC Broadcasting is working with BRC staff to animate spring break week. Planned for the week will be a comedy night, family film nights, concerts, bar events and coupon book promotions.

Central Reservation numbers were up during the month of January. Lodging during President’s weekend is looking good. Questions were asked of Mr. Wishowski concerning Average Daily Rates (ADR). He stated there is not a standard ADR at this time. In closing, Mr. Gagen report, compared to other ski towns, Breckenridge is faring well in the area of lodging.

CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILL, SERIES 2010 - PUBLIC HEARINGS**

1. Council Bill No. 2, Series 2010- AN ORDINANCE ADOPTING SECTION 6-3A-5 OF THE BRECKENRIDGE TOWN CODE CONCERNING BIAS-MOTIVATED MUNICIPAL OFFENSES

Tim Berry, Town Attorney, stated this ordinance is based on the State’s bias-motivated crime statute. If approved on second reading it would make it a town offense to intimidate or harass an individual based on a person’s race, color, religion, ancestry, national origin, physical or mental disability or sexual orientation.

Mayor Warner opened the public hearing. There were no comments. He closed the public hearing. Mayor Warner thanked Jason Smith for bringing this matter to Council’s attention. He thanked Judge Buck Allen for his advocacy in the matter. Mr. Smith thanked Council for responding to the matter so quickly. With no further questions or comments from Council, Mayor Warner asked for a motion.

Mr. Mamula moved to approve Council Bill 2, Series 2010 as previously read into the record. Mr. Rossi made the second. The motion passed with all members of Council in favor of the motion.

NEW BUSINESS

A. FIRST READING OF COUNCIL BILL, SERIES 2010

1. Council Bill No 3, Series 2010- AN ORDINANCE REPEALING AND READOPTING WITH CHANGES CHAPTER 2 OF TITLE 5 OF THE BRECKENRIDGE TOWN CODE CONCERNING SOLID WASTE AND WEEDS; AND MAKING CONFORMING AMENDMENTS TO THE BRECKENRIDGE TOWN CODE

Mr. Berry introduced this council bill stating his desire initially was to make it clear in the town's ordinance that paper and plastic bags cannot be placed at the curbside and tighten up the ordinance to prevent trash from being scattered by birds and other animals. As he worked further into the process he found the subject of trash is addressed in a few different chapters of the Town Code. The council bill presented tonight is an effort to centralize all the Town's trash –related ordinances into one chapter of the Town Code. Mr. Berry will be happy to answer questions concerning the more substantive changes mentioned in his memo. He asked if a motion to approve this council bill on first reading is proposed that the motion include a correction to a typo appearing in the definition of Weeds, changing the word my to any. (A plant not less than twelve inches (12”) in height that tends to grow thickly where it is not wanted and to choke out ~~my~~ any desirable plants.) Mr. Berry stated Mr. Mamula's concerns about recyclables will be worked on.

Mayor Warner asked if there were any questions or comments from Council. There were none.

Mayor Warner asked for a motion.

Mr. Mamula moved to approve Council Bill 3, Series 2010 as previously read into the record including a change presented by the town attorney on Page 47 of 101 in Council's packet, changing the word my to any. Mr. Millisor made the second. A roll call vote was taken. The motion passed with all members of Council in favor of the motion.

2. Council Bill No 4, Series 2010 – AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE TOWN OF BRECKENRIDGE, AT THE REGULAR TOWN ELECTION TO BE HELD APRIL 6, 2010, PROPOSED AMENDMENTS TO THE BRECKENRIDGE TOWN CHARTER SETTING FORTH THE BALLOT TITLE; AND PROVIDING OTHER DETAILS IN CONNECTION WITH THE SUBMISSION OF THE QUESTIONS TO THE ELECTORS

Mr. Berry stated this ordinance, if approved, would refer several Charter amendments to the voters at the upcoming Breckenridge Regular Election on April 8. He explained the Town of Breckenridge is a Home Rule Municipality under Colorado law. The Town's Charter was initially adopted in 1980 and has been amended periodically since then. The procedure to amend the Charter is to have the Council adopt an ordinance referring questions to the voters. This ordinance if adopted would submit four different questions to the voters:

Question A

Effective April 6, 2010, shall Article VI of the Breckenridge Town Charter, entitled “Initiative and Referendum”, be amended to provide that the procedure for exercising the Town electors' reserved rights of initiative and referendum shall be as provided by ordinance adopted by the Town Council, except that the following provisions of the current Breckenridge Town Charter shall be preserved in such ordinance:

1. A petition signed by at least fifteen percent of the registered electors of the Town shall be required to initiate a legislative matter; and
2. A petition signed by at least ten percent of the registered electors of the Town shall be required to require a referendum on a Town ordinance?

Question B

Shall Section 5.9 of the Breckenridge Town Charter be amended to provide that non-emergency Town ordinances take effect thirty days after final passage and publication?

Question C

Effective April 6, 2010, shall the definition of “elector” set forth in Section 15.12 (d) of the Breckenridge Town Charter be amended to provide that an elector is a person: (i) who has complied with the registration provisions of the Uniform Election Code of 1992; (ii) who resides within the Town, and (iii) whose name and address at the time of signing a petition or other official Town document matches the name and address for the person on the registration document at the Summit County Clerk and Recorder's office, and as it appears on the master elector list on file with the Colorado Secretary of State?

Question D

Effective July 1, 2010, shall the definition of “publication” set forth in Section 15.12(m) of the Breckenridge Town Charter be amended to allow publication of Town laws and notices to be made by posting on the Town’s official website, unless a different method of publication is required by applicable law?

Mr. Berry stated this ordinance has been through a couple variations, he would be happy to answer any questions Council might have.

Mayor Warner asked if Council had questions for Mr. Berry.

Mr. Millisor had a question concerning the changes proposed concerning Initiative and Referendum. He felt Initiative and Referendum were addressed in the Town’s Charter because it is viewed as a “sacred right” for the electorate. He was struggling with why this Council would let other Council’s in the future make the rules governing the right of Initiative and Referendum. He wondered if this Council would be making the process more difficult for citizens to exercise the right of Initiative and Referendum. Mr. Berry stated the Colorado Constitution requires municipalities to include provisions for Initiative and Referendum in their Charters. Those provisions can never be eliminated by subsequent Councils and can be amended only by a vote of the people. The signatures required currently in the Town’s Charter remain embedded in the Charter and cannot be amended by Council ordinance.

Because the Town Charter currently requires the maximum amount of signatures to initiate the Initiative and/or Referendum process, Mayor Warner asked if a future Council could make the requirements of Initiative and Referendum easier, or require fewer signatures to initiate either process. Mr. Berry responded they could not do that through a procedural ordinance. The number of signatures could only be changed by a Charter amendment, voted by the town’s electorate.

Mr. Rossi asked if there would be an appearance of Council “clamping down” rather than the effort being made to make the process more efficient. Mr. Berry responded this is an effort to preserve the integrity of the citizen’s Initiative and Referendum right, to preserve the required signature numbers currently embedded in the Charter and to give the Council the ability, by ordinance, to describe the procedures by which those rights will be implemented.

Mr. Berry stated his intention, if this council bill is approved on first reading, is to present to Council at the next worksession, a draft ordinance of Initiative and Referendum procedures. This way Council can begin to work through the procedures and the voters will be able to see what this Council believes should be the laws governing procedures of citizen’s Initiative and Referendum.

With no further questions or comments, Mayor Warner asked for a motion.

Mr. Joyce moved to approve Council Bill 4, Series 2010 as previously read into the record. Mr. Mamula made the second. A roll call vote was taken. The motion passed with all members of Council in favor of the motion.

B. RESOLUTIONS, SERIES 2010

A RESOLUTION APPROVING A CONTRACT FOR THE MAINTENANCE OF COLORADO HIGHWAY 9 WITH THE STATE OF COLORADO, DEPARTMENT OF TRANSPORTATION

Mr. Gagen explained the town enters into, on a five year basis, an agreement with the Colorado Department of Transportation (CDOT) where the town assumes certain maintenance responsibilities for Highway 9 as it runs through town. Mr. Mamula asked if this resolution was “time sensitive”. He did not feel his questions were answered earlier today and wanted to make sure mountain communities were receiving the same “deal” (\$3395.00 per mile) other communities in Colorado were receiving.

With no further questions or comments from Council, Mayor Warner asked for a motion.

Mr. Mamula moved to continue Resolution No. 3, Series 2010 APPROVING A CONTRACT FOR THE MAINTENANCE OF COLORADO HIGHWAY 9 WITH THE STATE OF COLORADO, DEPARTMENT OF TRANSPORTATION to the February 23, 2010 meeting. Mr. Rossi made the second. A roll call vote was taken. The motion passed with all members of Council in favor of the motion.

C. OTHER

Real Estate Transfer Tax Appeal: Mr. Berry stated this matter was scheduled initially by the tax payer for the Council to hear an appeal on the Town’s Real Estate Transfer Ordinance. He was advised earlier this evening that the applicant would like to request this hearing be heard at the first meeting in March (March 9). The town has no objection to the request. Mr. Berry asked that Council grant the continuance by motion.

Mr. Millisor made a motion to continue the Real Estate Transfer Tax Appeal to the March 9, 2010 meeting. Mr. Mamula made the second. A roll call vote was taken. All members of council were in favor of the motion.

PLANNING MATTERS

A. Planning Commission Decisions of January 19, 2010

With no questions, comments or request to call up an item, Mayor Warner declared the Planning Commission Decisions of the January 19, 2010 Planning Commission meeting would stand approved as presented.

B. Report of Planning Commission Liaison

Mr. Rossi reported during the worksession.

REPORT OF TOWN MANAGER AND STAFF

Mr. Gagen had nothing further to report.

REPORT OF MAYOR AND COUNCILMEMBERS

A. **CAST/MMC** (Mayor Warner) – Mayor Warner reported at Council’s worksession.

B. **Breckenridge Open Space Advisory Commission** (Mr. Joyce) – Mr. Joyce reported at Council’s worksession.

C. **Breckenridge Resort Chamber** (Ms. McAtamney) - Ms. McAtamney was not present.

D. **Summit Combined Housing Authority** (Mr. Millisor) – Mr. Millisor reported at Council’s worksession

E. **Breckenridge Heritage Alliance** (Mr. Bergeron) – Mr. Bergeron was not present.

F. **Sustainability** (Mr. Millisor) – Mr. Millisor reported at Council’s worksession.

OTHER MATTERS

Mr. Millisor asked about Bryan Whitcomb’s concerns about a contractor leaving unattended heavy equipment, over an extended period of time, at a construction site. Mr. Gagen stated there are currently no provisions in the code for this type of occurrence, however, staff will look at the situation and bring some recommendations to Council. Mr. Mamula brought up safety concerns in relation to this situation and others.

In closing, Mayor Warner announced a BOEC fundraiser being held at the Riverwalk Center on March 19. Films from the Banff Mountain Film Series will be shown.

SCHEDULED MEETINGS

ADJOURNMENT

With no further business to discuss, Mr. Mamula moved to adjourn the meeting at 8:22 p.m.

Submitted by Wanda Creen, Deputy Town Clerk.

ATTEST:

Mary Jean Loufek, CMC, Town Clerk

John Warner, Mayor

MEMO

TO: Town Council
FROM: Town Attorney
RE: Council Bill No. 3 (2010 Trash Ordinance)
DATE: February 16, 2010 (for February 23rd meeting)

The second reading of the new Trash Ordinance is scheduled for your meeting on February 23rd.

There is one proposed change to the ordinance from first reading. Section 5-2-2(C) (on page 3 of the ordinance) has been amended to address the concern with the placement of rubbish and recyclable materials at the curbside for pickup.

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

1 **FOR WORKSESSION/SECOND READING – FEB. 23**

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

5
6 COUNCIL BILL NO. 3

7
8 Series 2010

9
10 AN ORDINANCE REPEALING AND READOPTING WITH CHANGES CHAPTER 2 OF
11 TITLE 5 OF THE BRECKENRIDGE TOWN CODE CONCERNING SOLID WASTE AND
12 WEEDS; AND MAKING CONFORMING AMENDMENTS TO THE BRECKENRIDGE
13 TOWN CODE

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

17
18 Section 1. Chapter 2 of Title 5 of the Breckenridge Town Code is repealed and readopted
19 with changes so as to as to read in its entirety as follows:

20 CHAPTER 2

21
22 SOLID WASTE AND WEEDS

23
24 Section:

- 25 5-2-1: Definitions
- 26 5-2-2: Garbage Receptacles; Placement of Receptacles At Curbside
- 27 5-2-3: Littering of Public or Private Property
- 28 5-2-4: Construction Materials Removed From Construction Sites And Prevented From Being
- 29 Scattered
- 30 5-2-5: Prohibited Accumulations
- 31 5-2-6: Polluting Streams and Waters
- 32 5-2-7: Misuse of Trash Dumpster Enclosure
- 33 5-2-8: Procedure to Compel Removal of Weeds, Rubbish, Or Garbage
- 34 5-2-9: Strict Liability
- 35 5-2-10:Nuisance
- 36 5-2-11:Penalty

37
38
39 5-2-1: DEFINITIONS: As used in this Chapter the following words have the following
40 meanings, unless the context clearly requires otherwise:

41
DIRECTOR: The Director of the Department of Community
Development, or his or her designee acting
pursuant to Section 1-7-2 of this Code.

GARBAGE:	All putrescible animal or vegetable matter resulting from the processing, preparation, cooking, serving, sale or storage of meats, fowl, fish, fruits or vegetables.
INDOOR GARBAGE RECEPTACLE:	A water-tight and fire-resistant galvanized metal or non-absorbent container equipped with a tightly fitting galvanized metal or nonabsorbent cover or lid.
OUTDOOR GARBAGE RECEPTACLE:	A water-tight and fire-resistant galvanized metal or non-absorbent container equipped with both a tightly fitting galvanized metal or nonabsorbent cover or lid and a latching mechanism that keeps the lid tightly closed against the receptacle and prevents access to the contents of the receptacle by wildlife.
PERSON IN CHARGE OF REAL PROPERTY:	Any person owning or being entitled to the possession, use, or control of any residential, commercial, or mixed-use real property within the Town.
RECEPTACLE:	Includes only indoor garbage receptacles and outdoor garbage receptacles as defined in this Section.
RUBBISH:	All nonputrescent solid wastes, consisting of both combustible and noncombustible wastes, including, but not limited to, paper, ashes, cardboard, metal cans, yard clippings, sod, dirt, wood, glass, rags, discarded clothes or wearing apparel of any kind, abandoned or unsafe household furnishings or appliances, discarded or waste construction materials as defined in Section 5-2-4, discarded tires, and any other discarded or waste object or item of every form, size, kind, and description that does not meet the definition of “garbage.”
WEEDS:	A plant not less than twelve inches (12”) in height that tends to grown thickly where it is not wanted and to choke out any desirable plants.

1
2 5-2-2: GARBAGE RECEPTACLES; PLACEMENT OF RECEPTACLES AT
3 CURBSIDE:
4

- 5 A. Except when placed for curbside pickup in accordance with Subsection B
6 of this Section, all garbage that is placed, stored, or kept outside of a
7 building, structure, or an approved trash dumpster enclosure as defined in
8 Section 5-6-3 of this Code shall be kept in an outdoor garbage receptacle.
9
- 10 B. Garbage may be placed at the curbside for pickup by a trash collector only
11 in accordance with the following regulations:
12
- 13 1. Garbage may be placed at the curbside for pickup only when fully
14 contained within a receptacle. No garbage may be placed at the
15 curbside in a paper or plastic bag, or other container that is not a
16 receptacle.
17
 - 18 2. Any receptacle placed for curbside pickup shall be kept closed and
19 secured with no gap between the container and the lid until it has
20 been emptied by the trash contractor and moved back to its normal
21 location.
22
 - 23 3. Receptacles may be placed at the curbside only after 6 A.M. on the
24 day of pickup. After pickup, each receptacle must be moved back
25 to its normal location by 10 P.M. of the same day.
26
- 27 C. The provisions of this Section shall not apply to: (i) a receptacle
28 maintained by a business that is: (ia) primarily intended as a convenience
29 for use by the customers of the business (and not the business itself); (ib)
30 designed in such a manner as to discourage wildlife from getting into the
31 receptacle; and (ic) emptied on a daily basis; or (ii) rubbish, including,
32 but not limited to, recyclable material as defined in Section 5-2-7, that
33 is placed at the curbside for pickup by a trash collector.
34
- 35 D. The owner of real property and any other person who causes the
36 accumulation of garbage at the owner's property are both individually
37 responsible for any garbage placed, stored, or kept at such property in
38 violation of this Section.
39

40 5-2-3: LITTERING OF PUBLIC OR PRIVATE PROPERTY:
41

- 42 A. As used in this Section the following terms have the following meanings,
43 unless the context clearly requires otherwise:
44

LITTER: All rubbish as defined in Section 5-2-1,

all garbage as defined in Section 5-2-1, and all waste material, refuse, debris, or other foreign substances, solid or liquid, of every form, size, kind, and description.

PUBLIC OR PRIVATE PROPERTY:

Includes, but is not limited to: (i) the right-of-way of any public street or highway, any publicly owned lot, tract, parcel, or building, any public park, playground, recreational trail, any publicly owned conservation, open space, or recreation area, and (ii) any privately owned real property or building.

WATERS:

Any river, creek, or other body of water or watercourse, including frozen areas or the shores thereof

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- B. Any person who deposits, throws, or leaves any litter on any public or private property or in any waters commits the offense of littering.
- C. It shall be an affirmative defense that:
 - (1) Such property is an area designated by law for the disposal of such material and the person is authorized by the proper public authority to so use the property;
 - (2) The litter is placed in a receptacle or container installed on such property for that purpose, regardless of whether the receptacle or container meets the definition of receptacle in Section 5-2-1; or
 - (3) Such person is the owner or tenant in lawful possession of such property, or has first obtained written consent of the owner or tenant in lawful possession, or the act is done under the personal direction of said owner or tenant.
- D. Littering is an infraction punishable by a mandatory fine of not less than twenty dollars nor more than five hundred dollars upon a first conviction; by a mandatory fine of not less than fifty dollars nor more than one thousand dollars upon a second conviction; and by a mandatory fine of not less than one hundred dollars nor more than one thousand dollars upon a third or subsequent conviction.

1 E. In the discretion of the municipal court, all or any portion of a fine
2 imposed in excess of the mandatory minimum fine may be suspended
3 upon the condition that the defendant gather and remove from specified
4 public property or specified private property, with prior permission of the
5 owner or tenant in lawful possession thereof, any litter found thereon, or
6 upon the condition that the defendant pick up litter at a time prescribed by
7 and at a specified place or places within the Town for not less than eight
8 hours upon a first conviction or for not less than sixteen hours upon a
9 second or subsequent conviction.

10
11 F. Whenever litter is thrown, deposited, dropped, or dumped from any motor
12 vehicle in violation of this Section, the operator of said motor vehicle is
13 presumed to have caused or permitted the litter to be so thrown, deposited,
14 dropped, or dumped therefrom.

15
16 5-2-4: CONSTRUCTION MATERIALS REMOVED FROM CONSTRUCTION
17 SITES AND PREVENTED FROM BEING SCATTERED:

18
19 A. As used in this Section the following terms have the following meanings,
20 unless the context clearly requires otherwise:

- 21
- | | |
|--|--|
| COMPLETION OF A
CONSTRUCTION PROJECT: | The first to occur of either:

1. The completion of a construction project and the issuance by the Town of a final certificate of occupancy or final certificate of completion, whichever is applicable; or

2. The suspension or revocation of the building permit for such construction project. |
| CONSTRUCTION MATERIALS: | Includes, without limitation, all plaster, broken concrete, bricks, cinder blocks, stones, wood, roofing material, wire or metal binding, wrapping, plastic sheeting, paper, sacks, or loose, and discarded or unused material of every form, size, kind, and description used in connection with or resulting from the demolition, construction or reconstruction of a building, structure, wall, fence, sidewalk or any portion thereof. |
| CONSTRUCTION SITE: | The site of the demolition, construction, or reconstruction of a building, structure, wall, fence, sidewalk or any portion thereof, and the |

site of storage of materials and equipment to be used in connection therewith.

PERSON RESPONSIBLE FOR THE CONSTRUCTION WORK:

The person to whom the Town has issued a building permit authorizing such work, or if no permit has been issued, the owner of the property upon which the construction work was performed.

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- A. Prior to the completion of a construction project the person responsible for the construction work shall secure all construction materials located on the construction site and prevent them from being scattered off of the construction site by the wind or other cause.
- B. Not later than the completion of a construction project the person responsible for the construction work shall remove all construction materials from the construction site and properly discard such materials away from the construction site.

5-2-5: PROHIBITED ACCUMULATIONS:

- A. No person in charge of real property shall permit or allow the accumulation of rubbish upon such property.
- B. No person in charge of real property shall fail to remove weeds growing upon such property, from the sidewalks in front of such property, or from any alley in the rear of such property.
- C. Other than a spread not exceeding an average of one inch (1") of manure which may be applied on lawns or gardens for fertilizing purposes, manure shall not be kept on any property for any purpose, or kept in any place for later use, but shall be either plowed under or removed by the person in charge of such real property.

5-2-6: POLLUTING STREAMS AND WATERS:

- A. As used in this Section, the following words have the following meanings, unless the context clearly requires otherwise:

POLLUTANT: Includes dredged spoil dirt, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, garbage as defined in Section 5-2-1, rubbish as defined in Section 5-2-1, chemical waste, biological nutrient, biological

material, radioactive material, wrecked or discarded equipment, rock, sand, animal carcass, or any industrial, municipal or agricultural waste of every form, size, kind, and description.

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B. No person shall throw or deposit, or cause or permit to be thrown or deposited, any pollutant in any river, stream, storm or sanitary sewer, ditch, pond, well, cistern, trough or other body of water, whether artificially or naturally created.

5-2-7: MISUSE OF TRASH DUMPSTER ENCLOSURE:

A. As used in this Section, the following words have the following meanings, unless the context clearly requires otherwise:

RECYCLABLE MATERIALS: Includes only discarded glass, cardboard, aluminum, tin, newspaper and office paper products that are separated from other refuse for the purpose of recycling.

REFUSE: All forms of solid waste, including, but not limited to, garbage as defined in Section 5-2-1, rubbish as defined in Section 5-2-1, and recyclable materials.

TRASH COMPACTOR: A device that compresses refuse into small bundles for easy disposal. Where a trash compactor is installed, it is a part of a trash dumpster enclosure.

TRASH DUMPSTER: A metal refuse container that is designed to be emptied on site by a specifically equipped refuse collection truck.

TRASH DUMPSTER
ENCLOSURE:

A structure that is designed and used to:
(i) house a trash dumpster and/or a
trash compactor, (ii) screen a trash
dumpster and/or trash compactor from
view, and (iii) keep the refuse which is
deposited in such enclosure from being
scattered.

1 B. Any person who does any of the following acts commits the offense of
2 misuse of a trash dumpster enclosure:
3

- 4 1. Deposits, throws, or leaves any refuse anywhere within a trash
5 dumpster enclosure, except within the trash dumpster itself;
6
7 2. Deposits, throws, or leaves any refuse within ten feet (10') of
8 the exterior wall of a trash dumpster enclosure; or
9
10 3. Places any recyclable material in a recycling container within a
11 trash dumpster enclosure that is clearly indicated by signage
12 or labeling as being intended to contain only other types of
13 recyclable materials.
14

15 C. An employer is legally accountable under this Section for the conduct
16 of his or her employees that that violates the provisions of this Section
17 if such conduct occurs in the course and scope of such employment. It
18 shall be presumed that such conduct was caused to be done,
19 requested, commanded, or authorized by the employer as part of the
20 employee's duties.
21

22 5-2-8: PROCEDURE TO COMPEL REMOVAL OF WEEDS, RUBBISH, OR
23 GARBAGE
24

25 A. In addition to any other remedy provided by law, the Director may give
26 written notice by certified or registered mail, return receipt requested, to
27 any person in charge of real property directing the removal of weeds, or
28 the removal of an accumulation of rubbish, garbage, or both rubbish and
29 garbage. A true copy of such notice shall at the same time be mailed by
30 registered or certified mail, return receipt requested, to the owner of such
31 property as shown upon the tax rolls of the Summit County, at the address
32 of such owner as therein shown. Such notice shall state that if such weeds
33 are not removed, or if such accumulation of rubbish, garbage, or both
34 rubbish and garbage, is not removed within the time stated in the notice
35 (which shall not be less than ten (10) nor more than twenty (20) days from
36 the date of the notice), the costs of such removal may be assessed against
37 the property (describing same) pursuant to the terms of this Section,

1 together with an additional five percent (5%) for inspection and incidental
2 costs and an additional ten percent (10%) penalty for cost of collection,
3 and collected in the same manner as real estate taxes against the property.
4

5 B. If such weeds are not removed, or such accumulation of rubbish or
6 garbage, or both rubbish and garbage, as required in the notice within the
7 time described therein, the Director is authorized and empowered to cause
8 such weeds to be removed in such manner as the director may determine,
9 or such rubbish and garbage, or both rubbish and garbage, to be removed.
10

11 C. After causing such weeds to be removed or the rubbish, garbage, or both
12 rubbish and garbage, to be removed, the Director shall certify to the Town
13 Clerk the street address and legal description of the real property upon
14 which such work was done, together with the name of the owner thereof as
15 shown by the tax rolls of Summit County, together with a statement of the
16 work performed, the date of performance, and the actual cost thereof.
17

18 D. Upon receipt of a statement from the Director as described in Subsection
19 C, the Town Clerk shall mail a notice to the owner of the real property as
20 shown by the tax rolls, at the address shown upon the tax rolls, by first
21 class mail, postage prepaid, notifying such owner that work has been
22 performed pursuant to this Section, stating the date of performance of the
23 work, the nature of the work and demanding payment of the actual cost
24 thereof (as certified by the Director), together with five percent (5%) for
25 inspection and other incidental costs in connection therewith. Such notice
26 shall state that if the full amount is not paid within ten (10) days of
27 mailing the notice, it shall become an assessment on and a lien against the
28 owner's property where the work was done, and will be certified as an
29 assessment against such property, together with a ten percent (10%)
30 penalty for collection in the same manner as the real estate taxes upon the
31 property.
32

33 E. If the Town Clerk does not receive full payment within ten (10) days
34 following the mailing of the notice described in Subsection D, the Town
35 Clerk shall inform the Town Council of such fact, and the Town Council
36 shall thereupon enact an ordinance assessing the whole cost of such work,
37 including five percent (5%) for inspection and other incidental costs in
38 connection therewith, upon the lots and tracts of land from which the
39 weeds, garbage, rubbish, or both garbage and rubbish, has been removed,
40 together with a ten percent (10%) penalty for cost of collection.
41

42 F. Following adoption passage of the ordinance described in Subsection E,
43 the Town Clerk shall certify the same to the Summit County Treasurer,
44 who shall collect the assessment pursuant to Section 31-20-105, C.R.S.,
45 including the ten percent (10%) penalty for cost of collection, in the same

1 manner as other real property taxes are collected. Each such assessment
2 shall be a lien against the lot, tract or parcel of land where the work was
3 done by the Town until fully paid, and shall have priority over all other
4 liens except general taxes and prior special assessments.
5

6 5-2-9: STRICT LIABILITY: Each municipal offense established by this Chapter is a
7 strict liability offense and does not require proof of specific criminal intent. Proof of
8 performance by a person of conduct that includes a voluntary act or the omission to
9 perform an act which he is capable of performing is sufficient to establish a violation of
10 any municipal offense established by this Chapter.
11

12 5-2-10: NUISANCE: Any violation of this Chapter is declared to be a nuisance and, in
13 the discretion of the Director, may be abated in accordance with the provisions of
14 Chapter 1 of this Title. Nothing in this Chapter, however, requires abatement of a
15 violation of this Chapter by use of the nuisance provisions of Chapter 1 of this Title, and
16 the Town may elect to use any remedy available to by law it in order to enforce the
17 provisions of this Chapter.
18

19 5-2-11: PENALTY: Any person who violates any provision of this Chapter is guilty of an
20 infraction. Except as provided in Section 5-2-3, any person found to be in violation of, or against
21 whom a default judgment has been entered for a violation of this Section, shall be punished by a
22 fine as provided in Section 1-4-1 of this Code.

23 Section 2. The following Sections and Subsections of the of the Breckenridge Town
24 Code are repealed:

- 25 A. Section 5-1-7(L);
 - 26 B. The definition of "litter" set forth in Section 6-3-5;
 - 27 C. Section 6-3C-7;
 - 28 D. Section 6-3C-8;
 - 29 E. Section 6-3C-9;
 - 30 F. Section 6-3D-13;
 - 31 G. Section 8-3-9; and
 - 32 H. Section 10-1-17(A)
- 33

34 Section 3. Except as specifically amended hereby, the Breckenridge Town Code, and the
35 various secondary codes adopted by reference therein, shall continue in full force and effect.

36 Section 4. The Town Council hereby finds, determines and declares that this ordinance is
37 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
38 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
39 thereof.

40 Section 5. The Town Council hereby finds, determines and declares that it has the power
41 to adopt this ordinance pursuant to: (i) Section 31-15-103, C.R.S. (concerning municipal police
42 powers); (ii) Section 31-15-401, C.R.S.(concerning municipal police powers); (iii) the authority

1 granted to home rule municipalities by Article XX of the Colorado Constitution; and (iv) the
2 powers contained in the Breckenridge Town Charter.

3 Section 6. This ordinance shall be published and become effective as provided by
4 Section 5.9 of the Breckenridge Town Charter.

5 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
6 PUBLISHED IN FULL this ____ day of _____, 2010. A Public Hearing shall be held at the
7 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
8 _____, 2010, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
9 Town.

10
11 TOWN OF BRECKENRIDGE, a Colorado
12 municipal corporation
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14
15
16 By _____
17 John G. Warner, Mayor
18

19 ATTEST:
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23 _____
24 Mary Jean Loufek, CMC,
25 Town Clerk
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30

MEMO

TO: Town Council
FROM: Town Attorney
RE: Council Bill No. 4 (Charter Amendments Ordinance)
DATE: February 16, 2010 (for February 23rd meeting)

The second reading of the ordinance referring the proposed Charter amendments to the voters is scheduled for your meeting on February 23rd. There are no changes proposed to ordinance from first reading.

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

1 ***FOR WORKSESSION/SECOND READING – FEB. 23***

2
3 ***NO CHANGES FROM FIRST READING***

4
5 COUNCIL BILL NO. 4

6
7 Series 2010

8
9 AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF
10 THE TOWN OF BRECKENRIDGE, AT THE REGULAR TOWN ELECTION
11 TO BE HELD APRIL 6, 2010, PROPOSED AMENDMENTS TO THE
12 BRECKENRIDGE TOWN CHARTER; SETTING FORTH THE BALLOT
13 TITLE; AND PROVIDING OTHER DETAILS IN CONNECTION WITH THE
14 SUBMISSION OF THE QUESTIONS TO THE ELECTORS
15

16 WHEREAS, the Charter of the Town of Breckenridge, Colorado (the “Charter”) was
17 approved by the electors of the Town on April 1, 1980; and
18

19 WHEREAS, Section 15.10 of the Charter provides that it may be amended at any time in
20 the manner provided by the Colorado Constitution; and
21

22 WHEREAS, Article XX, Section 9, of the Colorado Constitution provides that the
23 General Assembly is to establish procedures for amending home rule charters; and
24

25 WHEREAS, §31-2-210, C.R.S., which is part of “The Municipal Home Rule Act of
26 1971”, provides that proceedings to amend a municipal home rule charter may be initiated by the
27 adoption of an ordinance by the governing body of the municipality submitting the proposed
28 amendment to a vote of the registered electors of the municipality; and
29

30 WHEREAS, Article XX, Section 9, of the Colorado Constitution further provides that no
31 amendment to a home rule charter shall become effective until approved by a majority of the
32 registered electors of such municipality voting thereon; and
33

34 WHEREAS, the Town Council finds and determines that ballot questions concerning
35 proposed amendments to the Charter should be submitted to the registered electors of the Town
36 at the regular Town election to be held on April 6, 2010, all as more fully set forth hereafter.
37

38 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
39 BRECKENRIDGE, COLORADO:
40

41 Section 1. At the regular Town election to be held on April 6, 2010 there shall be
42 submitted to the vote of the registered electors of the Town of Breckenridge the question of
43 whether Article VI of the Breckenridge Town Charter, entitled “Initiative and Referendum”, and
44 Section 5.9 of the Breckenridge Town Charter, entitled “Forms of Ordinance”, shall be amended
45 so as to read in their entirety as follows:

1 A. Proposed amendment to Article VI of the Breckenridge Town Charter, entitled
2 “Initiative and Referendum”:
3

4 **ARTICLE VI**
5 **INITIATIVE AND REFERENDUM**
6

7 Section 6.1 GENERAL AUTHORITY:
8

9 (a) Initiative. The electors of the Town shall have the power to propose any
10 legislative matter to the Council. Initiative petitions must be signed by registered electors equal
11 in number to at least fifteen (15) percent of the total number of electors registered to vote at the
12 last regular municipal election.
13

14 (b) Referendum. The electors of the Town shall have the power to require
15 reconsideration by the Council of any ordinance and, if the Council fails to repeal an ordinance
16 so reconsidered, to approve or reject it at a Town election, in accordance with the provisions of
17 this Article. However, this power of referendum shall not extend to ordinances appropriating
18 any revenues or calling a special election, emergency ordinances described in Section 5.11, or
19 ordinances that authorize any municipal borrowing requiring an election pursuant to Article XI
20 of this Charter. Referendum petitions must be signed by registered electors of the Town equal in
21 number to at least ten (10) percent of the total number of electors registered to vote at the last
22 municipal election.
23

24 Section 6.2 INITIATIVE AND REFERENDUM PROCEDURE: The procedures for exercising
25 the initiative and referendum powers reserved to the Town’s electors in Section 6.1(a) and
26 Section 6.1(b) shall be as set forth in an ordinance adopted by the Town Council.
27

28 B. Proposed amendment to Article V, Section 5.9 of the Breckenridge Town Charter:
29

30 Section 5.9 FORMS OF ORDINANCE:
31

32 Every ordinance shall be introduced in written or printed form. The enacting
33 clause of all ordinances shall be: *BE IT ORDAINED BY THE TOWN COUNCIL*
34 *OF THE TOWN OF BRECKENRIDGE, COLORADO.* Except as otherwise
35 provided in this article, all ordinance shall take effective thirty days after final
36 publication. Every ordinance introduced shall be deemed to contain a severability
37 clause, whether stated therein or not.
38

39 Section 2. At the regular Town election to be held on April 6, 2010 there shall be
40 submitted to the vote of the registered electors of the Town of Breckenridge the question of
41 whether the definition of “elector” set forth in Section 15.12 of the Breckenridge Town Charter
42 shall be amended so as to read in its entirety as follows:

43 (d) Elector or Registered Elector. A person who has complied with the
44 registration provisions of the Uniform Election Code of 1992 and who resides
45 within the Town. If any provision of this Charter or the ordinances of the Town
46 require the signing of any document by an elector, the person making the

1 signature shall be deemed to be an elector if the person's name and address at the
2 time of signing the document matches the name and address for the person on the
3 registration document at the Summit County Clerk and Recorder's office, and as it
4 appears on the master elector list on file with the Colorado Secretary of State.
5

6 Section 3. At the regular Town election to be held on April 6, 2010 there shall be
7 submitted to the vote of the registered electors of the Town of Breckenridge the question of
8 whether the definition of "publication" set forth in Section 15.12 of the Breckenridge Town
9 Charter shall be amended effective so as to read in its entirety as follows:

10 (m) Publication. Posting on the Town's official website, unless a different
11 method of publication is required by applicable law. The Council shall adopt an
12 ordinance setting forth the requirements for publication by posting on the Town's
13 official website.
14

15 Section 4. At the regular Town election to be held on April 6, 2010 the official ballot,
16 including absentee ballots, shall state the substance of the questions to be voted upon and, as so
17 stated, shall constitute the ballot title (including both the title and submission clause), and each
18 registered elector voting at the election shall indicate his or her choice on the questions
19 submitted, which shall be in the following form:

20 Question "A"
21

22 Effective April 6, 2010, shall Article VI of the Breckenridge Town Charter,
23 entitled "Initiative and Referendum" be amended to provide that the procedure
24 for exercising the Town electors' reserved rights of initiative and referendum
25 shall be as provided by ordinance adopted by the Town Council, except that the
26 following provisions of the current Breckenridge Town Charter shall be preserved
27 in such ordinance:
28

- 29 1. A petition signed by at least fifteen percent of the registered electors of the
30 Town shall be required to initiate a legislative matter; and
31 2. A petition signed by at least ten percent of the registered electors of the Town
32 shall be required to require a referendum on a Town ordinance?
33
34

35 Yes _____ No _____
36

37 Question "B"
38

39 Shall Section 5.9 of the Breckenridge Town Charter be amended to provide that
40 non-emergency Town ordinances take effect thirty days after final passage and
41 publication?
42

43 Yes _____ No _____
44

1 Question "C"

2
3 Effective April 6, 2010, shall the definition of “elector” set forth in Section
4 15.12 (d) of the Breckenridge Town Charter be amended to provide that an elector
5 is a person: (i) who has complied with the registration provisions of the Uniform
6 Election Code of 1992; (ii) who resides within the Town, and (iii) whose name
7 and address at the time of signing a petition or other official Town document
8 matches the name and address for the person on the registration document at the
9 Summit County Clerk and Recorder's office, and as it appears on the master
10 elector list on file with the Colorado Secretary of State?

11
12
13 Yes _____ No _____

14 Question "D "

15
16
17 Effective July 1, 2010, shall the definition of “publication” set forth in Section
18 15.12(m) of the Breckenridge Town Charter be amended to allow publication of
19 Town laws and notices to be made by posting on the Town’s official website,
20 unless a different method of publication is required by applicable law?

21
22
23 Yes _____ No _____

24
25 Section 5. The Town Council finds and determines that each of the ballot questions set
26 forth in Sections 1, 2, 3, and 4, above, fairly and accurately summarizes the proposed
27 amendments to the Breckenridge Town Charter set forth in such Sections.

28 Section 6. If a majority of all votes cast at the election shall be for a particular question,
29 that particular question shall be deemed passed, and the Breckenridge Town Charter shall be
30 amended accordingly. If a majority of all the votes cast at the election shall be against a
31 particular question, that particular question shall be deemed to have been defeated.

32 Section 7. If ~~either~~ Question “A”, Question “B”, Question “C”, or any of such questions,
33 as set forth in Section 4 of this ordinance shall pass at the election, the effective date of the
34 applicable amendment to the Breckenridge Town Charter shall be April 6, 2010.

35 Section 8. If Question “D” as set forth in Section 4 of this ordinance shall pass at the
36 election, the effective date of such amendment to the Breckenridge Town Charter shall be
37 September 1, 2010.

38 Section 9. Within thirty days of the date of the adoption of this ordinance, the Town
39 Clerk shall cause to be published notice of the election upon the proposed amendments to the
40 Breckenridge Town Charter in accordance with the requirements of §31-2-210(4), C.R.S.

41 Section 10. If any section, subsection, sentence, clause, or phrase of this ordinance is for
42 any reason held to be invalid, such decision shall not affect the validity of the remaining portions

1 of this ordinance. The Town Council hereby declares that it would have passed this ordinance,
2 and each section, subsection, sentence, clause, and phrase of the ordinance, irrespective of the
3 fact that any one or more sections, subsections, sentences, clauses, or phrases had been declared
4 invalid.

5 Section 11. This ordinance shall be published and become effective as provided by
6 Section 5.9 of the Breckenridge Town Charter.

7 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
8 PUBLISHED IN FULL this ____ day of _____, 2010. 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 _____, 2010, 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
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**MEMORANDUM
(Memo Only)**

TO: Town Council

FROM: Matt Thompson, AICP

DATE: February 16, 2010 (For the 2/23/10 Town Council Meeting)

SUBJECT: Ordinance No. 9, Series 2009. Open House Signs.

On December 9, 2008 the Town Council directed the Department of Community Development to prepare amendments to Chapter 2 of Title 8 of the Breckenridge Town Code, known as the “Breckenridge Sign Ordinance”, to update the Town’s regulations concerning open house signs, which would allow for up to three off-site directional signs. The Council adopted the updated Ordinance on March 24, 2009, with a one-year sunset provision written into the Ordinance. Per Section 8, of Ordinance No. 9, 2009, this ordinance is repealed effective April 1, 2010.

On February 9, 2010 the Town Council directed Town Staff to extend the Ordinance for another twelve-months, until April 1, 2011. Staff will be available at the meeting to answer any questions.

1 **FOR WORKSESSION/FIRST READING – FEB. 23**

2
3 Additions To The Current Open House Sign Ordinance Are
4 Indicated By **Bold + Dbl Underline**; Deletions By ~~Strikeout~~

5
6 COUNCIL BILL NO. ____

7
8 Series 2010

9
10 AN ORDINANCE AMENDING ORDINANCE NO. 9, SERIES 2009, BY EXTENDING THE
11 SUNSET DATE FOR THE “TOWN OF BRECKENRIDGE OPEN HOUSE SIGN
12 ORDINANCE”

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

16
17 Section 1. Section 8 of Ordinance No. 9, Series 2009, is amended so as to read in its
18 entirety as follows:

19 Section 8. Section 1 and Section 2 of this ordinance ~~is~~are repealed effective April
20 1, ~~2010~~2011.

21
22 Section 2. Except as specifically amended, Ordinance No. 9, Series 2009, shall continue
23 in full force and effect.

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

28 Section 4. The Town Council hereby finds, determines and declares that it has the power
29 to adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act,
30 Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal
31 zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)
32 Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to
33 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers
34 contained in the Breckenridge Town Charter.

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

37 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
38 PUBLISHED IN FULL this ____ day of _____, 2010. A Public Hearing shall be held at the
39 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
40 _____, 2010, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
41 Town.

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

MEMORANDUM

To: Mayor and Town Council
From: Finance Department
Date: February 16, 2010
Subject: Supplemental Appropriation Resolution

Purpose: The attached supplemental appropriation resolution has been prepared for Council's review during the February 23rd work session and subsequent action as appropriate during the Council meeting.

Description: The supplemental appropriation is intended to provide additional 2009 budget authority for the following purposes:

Golf Debt Service: to reflect transfers between General Fund and Golf Fund for Golf Debt Service. The tax payments for the golf debt are paid into the General Fund (001), but debt service payments are made from the Golf Fund (005):

General Fund Revenue:	\$1,310,277
General Fund Expense:	\$ (666,582)
Net Effect on General Fund	\$ 643,695
Golf Fund Revenue:	\$ 666,582
Golf Fund Expense:	\$ (1,310,277)
Net Effect on Golf Fund	\$ (643,695)

Other General Fund Revenues and Expenses (001): to reflect revenue received and expenses paid in 2009 that were unforeseen at the time of the adoption of the 2009 budget.

• PD Grants	\$ 23,492
• Comm Dev Grants	\$ 12,000
• Intern Grant	\$ 2,500
General Fund Revenue Increase:	\$ 37,992

General Fund Expense (001):

• PD Minor Equipment	\$ 23,492
• Phase V Cultural Resource Project	\$ 12,000
• Planning Dept. Intern	\$ 2,500
Total General Fund Expenditure Increase:	\$ 37,992

CMC Building Purchase: to reflect transfer from Excise Fund to Capital Fund for CMC Building purchase unforeseen at the time of the adoption of the 2009 budget:

<u>Excise Fund Expense (006):</u>	
• Transfer to Capital-CMC Bldg	\$2,262,261
Excise Fund Expenditure Increase:	\$2,262,261

Capital Fund Revenues and Expenses (003): to reflect revenue received and expenses paid in 2009 that were unforeseen at the time of the adoption of the 2009 budget.

<u>Capital Fund Revenue (003):</u>	
• Transfer from Excise-CMC Bldg.	\$ 2,262,261
• Reiling Dredge	\$ 37,792
• Federal Bus Grant-Garage Door	\$ 37,898
Capital Fund Revenue Increase:	\$ 2,337,951

<u>Capital Fund Expense (003):</u>	
• CMC Building Purchase	\$ 2,262,261
• Reiling Dredge	\$ 37,792
• Bus Garage Door Expansion	\$ 37,898
Capital Fund Expenditure Increase:	\$ 2,337,951

Garage Fund Revenue (010): to reflect a federal grant received for buses

• Bus Grant	\$ 410,400
Total Garage Fund Revenue Increase:	\$ 410,400

Recommended Action: We ask that Council review the attached resolution. Staff will be present during the February 23rd Work Session to respond to any questions that Council may have. It is also requested that Council hold a public hearing and be prepared to vote on the Resolution during the February 23rd Council Meeting.

A RESOLUTION

SERIES 2010

A RESOLUTION MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2009 TOWN BUDGET

WHEREAS, the Town Council of the Town of Breckenridge desires to amend the Town's 2009 budget by making supplemental appropriations in the amount of \$2,052,643 in revenues and \$4,324,615 in expenditures; and

WHEREAS, pursuant to Section 10.12(a) of the Breckenridge Town Charter, the Finance Department, on behalf of the Town Manager, has certified that there are available for appropriation revenues in excess of those estimated in the Town's 2009 budget or revenues not previously appropriated in an amount sufficient for the proposed supplemental appropriation; and

WHEREAS, a public hearing on the proposed supplemental appropriation was held on February 23, 2010, in accordance with the requirements of Section 10.12(a) of the Breckenridge Town Charter.

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

General Fund Revenues (001):

• PD Grants	\$ 23,492
• Comm Dev Grants	\$ 12,000
• Golf Debt Service	\$1,310,277
• Planning Dept. Intern Grant	\$ 2,500
Total General Fund Revenue Increase:	\$1,348,269

General Fund Expense (001):

• PD Minor Equipment	\$ 23,492
• Phase V Cultural Resource Project	\$ 12,000
• Golf Debt Service	\$ 666,582
• Planning Dept. Intern	\$ 2,500
Total General Fund Expenditure Increase:	\$ 714,285

Excise Fund Expense (006):

• Transfer to Capital-CMC Building Purchase	\$2,262,261
Total Excise Fund Expenditure Increase:	\$2,262,261

Capital Fund Revenue (003):

• Transfer from Excise-CMC Bldg.	\$2,262,261
• Reiling Dredge	\$ 37,792
• Federal Bus Grant-Garage Door	\$ 37,898
Total Capital Fund Revenue Increase:	\$2,337,951

Capital Fund Expense (003):

• CMC Building Purchase	\$2,262,261
• Reiling Dredge	\$ 37,792
• Garage Door Expansion	\$ 37,898
Total Capital Fund Expenditure Increase:	\$2,337,951

Golf Fund Revenue (005):

• Debt Service-transfer from General Fund	\$ 666,582
Total Golf Fund Revenue Increase:	\$ 666,582

Golf Fund Expense (005):

• Debt Service	\$1,310,277
Total Golf Fund Expenditure Increase:	\$1,310,277

Garage Fund Revenue (010):

• Federal Bus Grant	\$ 410,400
Total Garage Fund Revenue Increase:	\$ 410,400

This Resolution shall become effective upon its adoption.

RESOLUTION APPROVED AND ADOPTED THIS 23rd DAY OF FEBRUARY 2010.

ATTEST

TOWN OF BRECKENRIDGE

Mary Jean Loufek, CMC, Town Clerk

By _____
John Warner, Mayor

APPROVED IN FORM

Town Attorney

Date

MEMO

TO: Town Council
FROM: James Phelps, Public Works
DATE: February 17, 2010
RE: CDOT Maintenance Contract

At the previous Council Work Session several questions were raised with regard to the CDOT Maintenance Contract. The maintenance contract exists between the Town of Breckenridge (TOB) and CDOT for specified maintenance services. The contract results in payment of \$27,000.00 annually for Maintenance Services that are performed by the TOB on State highway 9, from Boreas Pass Road to Valley Brook Road.

In examination of the contract, CDOT further defines the rate to be based at \$3,395.00 per mile. In calculation of TOB cost of specified maintenance services to be performed by the Contractor (TOB), our costs for same services are \$3,277.00 per mile. All services vary by season but in analysis our costs are very similar.

Further inquiry with surrounding municipalities and findings has revealed that for the Towns of: Dillon, Frisco, and Silverthorne no such maintenance agreements currently exist.

Staff will be available at the Work Session if there are any additional questions.

1 **FOR WORKSESSION/ADOPTION – FEB. 23**

2
3 A RESOLUTION

4
5 SERIES 2010

6
7 A RESOLUTION APPROVING A CONTRACT FOR THE MAINTENANCE OF
8 COLORADO HIGHWAY 9 WITH THE STATE OF COLORADO, DEPARTMENT OF
9 TRANSPORTATION

10
11 WHEREAS, governmental entities are authorized by Article XIV of the Colorado
12 Constitution and Part 2 of Article 1 of Title 29, C.R.S., to co-operate and contract with one
13 another to provide any function, service, or facility lawfully authorized to each of the co-
14 operating or contracting governmental entities; and

15
16 WHEREAS, Sections 43-2-102 and 103, C.R.S., requires the State of Colorado to
17 maintain state highways, including where such highways extend through a city or an
18 incorporated town; and

19
20 WHEREAS, the State of Colorado, Department of Transportation and the Town have
21 come to an agreement whereby the Town will provide certain maintenance services for the State
22 on Colorado Highway 9 within the corporate limits of the Town of Breckenridge, all as more
23 fully set forth in the proposed Contract between the parties, a copy of which is marked Exhibit
24 “A”, attached hereto and incorporated herein by reference (“Contract”); and

25
26 WHEREAS, the Town Council of the Town of Breckenridge has reviewed the proposed
27 Contract, and finds and determines that it would be in the best interests of the Town and its
28 residents for the Town to enter into the proposed Agreement; and

29
30 WHEREAS, Rule 6.1(b) of the Council Procedures and Rules of Order provides that a
31 resolution may be used to approve a contract.

32
33 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
34 BRECKENRIDGE, COLORADO, as follows:

35
36 Section 1. The proposed Contract with the State of Colorado, Department of
37 Transportation (Exhibit "A" hereto) is approved; and the Town Manager and Town Clerk are
38 hereby authorized, empowered and directed to execute such Contract for and on behalf of the
39 Town of Breckenridge.

40
41 Section 2. This resolution shall become effective upon its adoption.

42
43 RESOLUTION APPROVED AND ADOPTED THIS _____ DAY OF _____,
44 2010.

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TOWN OF BRECKENRIDGE

:

By _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney date

CONTRACT

THIS CONTRACT made this ___ day of _____ 20___, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the “State”, or “CDOT”, and the TOWN OF BRECKENRIDGE, P.O. Box 168, Breckenridge, Colorado 80424, CDOT Vendor #: 2000297, hereinafter referred to as the “Contractor”, the “Local Agency” or the “Town.”

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function 2400, GL Acct. 4541000020, Cost Center R1512-010, (Contract Encumbrance Amount: \$27,000.00).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system;
4. The parties desire to enter this Contract for the Contractor to provide some or all of the certain “maintenance services” (as defined in Section 5) on state highways that are the responsibility of the State under applicable law, and for the State to pay the Contractor a reasonable negotiated fixed rate for such services;
5. The parties also intend that the Contractor shall remain responsible to perform any services and duties on state highways that are the responsibility of the Contractor under applicable law, at its own cost;
6. The State and the Contractor have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144 C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of maintenance on the state highway system as hereinafter set forth; and
7. The Contractor has adequate facilities to perform the desired Maintenance Services on State highways within its jurisdiction.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Contractor shall perform all Maintenance Services for the certain State Highway System segments described herein, located within the Contractor's jurisdiction, for a total length of 7.47 lane miles ("the Highways")

**7.47 miles on State Highway 9, from Boreas Pass Road (MP 86.3) to Valley Brook Road (MP 87.9)
OR as detailed in Exhibit A**

Such services and highways are further detailed in Section 5.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 24 of this contract
2. This contract
3. Exhibit A (Scope of Work)
4. Exhibits C and D (Contract Modification Tools)
5. Other Exhibits in descending order of their attachment.

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. The term of this contract shall be for a **term of FIVE (5) years**. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefore.

Section 4. Project Funding and Payment Provisions

A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as Exhibit B.

B. Subject to the terms of this Contract, for the satisfactory performance of the Maintenance Services on the Highways, as described in Section 5, the State shall pay the

Contractor on a lump sum basis, payable in monthly installments, upon receipt of the Contractor's statements, as provided herein.

1. The lump sum payments shall be based solely on the rate negotiated by the parties per mile of the Highways, times the number of miles of the Highways - figured to the hundredth of a mile, per fiscal year of the Contract term. Provided, however, that the total of such payments during the term of the Contract shall not exceed the particular maximum amount determined by that formula of "rate X miles", unless the Contract is amended or extended accordingly.

The rate negotiated by the parties per mile for this Contract is **\$3,395.00 per mile**, and the number of miles of the Highways for which the Contractor will provide Maintenance Services is 7.74 lane miles, for a **total maximum amount of \$27,000.00 per fiscal year**. The negotiated rate per mile shall remain fixed for the full term of the Contract, unless this rate per mile is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Contractor during the term of this Contract shall not exceed that maximum amount of \$135,000.00 ("rate X miles"), unless this Contract is amended or extended accordingly.

2. The statements submitted by the Contractor for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the Maintenance Services performed, the date(s) of that performance, and on which specific sections of the Highways such services were performed, in accord with standard Contractor billing standards.

3. If the Contractor fails to satisfactorily perform the maintenance for a segment of the Highways (or portion thereof), or if the statement submitted by the Contractor does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5. State and Local Agency Commitments

A. The Contractor shall perform the Maintenance Services for the certain State Highway System segments described herein. Such services and highways are detailed in Section 1 (or Exhibit A).

B. As used herein the term Maintenance Services shall mean only those maintenance services normally performed by the State to comply with its responsibility under §§ 43-2-102 and 43-2-135, C.R.S., as described in the State's then current "Maintenance Management Information Manual", as amended, which is incorporated herein by this reference. The Contractor shall obtain a copy of that Manual from the State before it performs any Maintenance Services under this Contract. ("Maintenance Services" do not include reconstruction of portions of the highways destroyed by major disasters, fires, floods, or Acts of God. Provided, however, that the Contractor shall give the State immediate notice of the existence of any such conditions on the

Highways.)

1. Maintenance Services to be performed by the Contractor, at State expense, for the Highways under this Contract shall include (without limitation) the following services:

- a. Removal of snow, sanding and salting.
- b. Minor patching (any patching that does not require a lay-down machine or large roller), making safe, repairing, spot reconditioning, spot stabilization and spot seal coating, including shoulders, and damage caused by ordinary washouts. Should the amount of patching become extensive the Town will contact CDOT to inspect and determine how to complete the patching.
- c. For graffiti removal within the contract limits.
- d. Warning the State's representative of any "dangerous condition" (as that term is defined in §24-10-103(1) C.R.S., as amended), and/or repairing that condition.
- e. Inspecting State Highway signing and regulatory devices on the Highways at least weekly and notifying the State's Region Transportation Director as soon as the Contractor has notice of any State Highway signing and regulatory devices in need of repair.

2. Contractor shall also continue to perform, at its own expense, all activities/duties on the Highways that Contractor is required to perform by §43-2-135 (1) (a) and (e), C.R.S., as amended, including, but not limited to: cutting weeds and grasses within the State's right of way; fence maintenance; cleaning of roadways, including storm sewer inlets and catch basins; cleaning of ditches; and repairing of drainage structures, excluding storm sewers.

C. The Contractor shall perform all Maintenance Services on an annual basis. The Contractor's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or his representative, shall determine the then current applicable maintenance standards for the Maintenance Services. Any standards/directions provided by the State's representative to the Contractor concerning the Maintenance Services shall be in writing. The Contractor shall contact the State Region office and obtain those standards before the Contractor performs such services.

D. The Contractor shall perform the Maintenance Services in a satisfactory manner and in accordance with the terms of this Contract. The State reserves the right to determine the proper quantity and quality of the Maintenance Services performed by the Contractor, as well as the adequacy of such services, under this Contract. The State may withhold payment, if necessary, until Contractor performs the Maintenance Services to the State's satisfaction. The State will notify the Contractor in writing of any deficiency in the Maintenance Services. The Contractor shall commence corrective action within 24 hours of receiving actual or constructive notice of

such deficiency: a) from the State; b) from its own observation; or c) by any other means. In the event the Contractor, for any reason, does not or cannot correct the deficiency within 24 hours, the State reserves the right to correct the deficiency and to deduct the actual cost of such work from the subsequent payments to the Contractor, or to bill the Contractor for such work.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

A. This Contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Contractor only for that portion of the highway maintenance services actually and satisfactorily performed up to the effective date of that termination, and the Contractor shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Notwithstanding subparagraph A above, this contract may also be terminated as follows:

B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies

delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 1, 18500 E. Colfax Avenue, Aurora, Colorado 80011. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 1 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State:
Michael DeLong
CDOT Region 1
Maintenance Superintendent
18500 East Colfax Avenue

If to the Local Agency:
Tim Gagen
Town Manager
Town of Breckenridge
P.O. Box 168

Aurora, CO 80011
(303) 365-7100

Breckenridge, Colorado 80424
(970) 453-3179

Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any

force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 16. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 17. Modification and Amendment

A. This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

B. Either party may suggest renegotiation of the terms of this Contract, provided that the Contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this Contract, the renegotiated terms shall not be effective until this Contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified only if the party requesting the rate change documents, in accord with then applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), that the requested increase/decrease is based on and results from (and is proportionate to) an increase/decrease in the "allowable costs" of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or his delegee.

Section 18. Change Orders and Option Letters

A. Bilateral changes within the general scope of the Contract, as defined in Section 1A above, may be executed using the change order letter process described in this paragraph and a form substantially equivalent to the sample change order letter attached as Exhibit C, for any of the following reasons.

1. Where the agreed changes to the specifications result in an adjustment to the price, delivery schedule, or time of performance.
2. Where the agreed changes result in no adjustment to the price, delivery schedule, or time of performance. The change order shall contain a mutual release of claims for adjustment of price, schedules, or time of performance.
3. Where the changes to the contract are priced based on the unit prices to be paid

for the goods and/or services established in the contract.

4. Where the changes to the contract are priced based on established catalog generally extended to the public.

Other bilateral modifications not within the terms of this paragraph must be executed by formal amendment to the contract, approved in accordance with state law.

B. The State may increase the quantity of goods/services described in Exhibit A at the unit prices established in the contract. The State may exercise the option by written notice to the contractor within 30 days before the option begins in a form substantially equivalent to Exhibit D. Delivery/performance of the goods/service shall continue at the same rate and under the same terms as established in the contract

C. The State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices established in the contract and the schedule of services required, as set by the state. The State may exercise the option by providing a fully executed option to the contractor, in a form substantially equivalent to Exhibit D, immediately upon signature of the State Controller or his delegate. Performance of the service shall continue at the same rate and under the same terms as established in the contract.

Section 19. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 20. Does not supercede other agreements

This Contract is not intended to supercede or affect in any way any other agreement (if any) that is currently in effect between the State and the Contractor for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Contractor. Also, the Contractor shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Contractor is required by applicable law to perform.

Section 21. Subcontractors

The Contractor may subcontract for any part of the performance required under this Contract, subject to the Contractor first obtaining approval from the State for any particular subcontractor. The State understands that the Contractor may intend to perform some or all of the services required under this Contract through a subcontractor. The Contractor agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State [which shall not be unreasonably withheld]. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 22. Option Letters

Option Letters may be used to extend Agreement term, change the level of service within the current term due to unexpected overmatch, add a phase without increasing contract dollars, or increase or decrease the amount of funding. **These options are limited to the specific scenarios listed below.** The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Following are the applications for the individual options under the Option Letter form:

Option 1 - Option to extend or renew (this option applies to Highway and Signal maintenance contracts only). In the event the State desires to continue the Services and a replacement contract has not been fully approved by the termination date of this contract, the State, upon written notice to Contractor, may unilaterally extend this contract for a period of up to one (1) year. The contract shall be extended under the same terms and conditions as the original contract, including, but not limited to prices, rates and service delivery requirements. This extension shall terminate at the end of the one (1) year period or when the replacement contract is signed by the Colorado State Controller or an authorized delegate.

The State may exercise this option by providing a fully executed option to the contractor, within thirty (30) days prior to the end of the current contract term, in a form substantially equivalent to **Exhibit C**. If the State exercises this option, the extended contract will be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

Option 2 – Level of service change within current term due to unexpected overmatch in an overbid situation only. In the event the State has contracted all project funding and the Local Agency's construction bid is higher than expected, this option allows for additional Local Overmatch dollars to be provided by the Local Agency to be added to the contract. This option is only applicable for Local Overmatch on an overbid situation and shall not be intended for any other Local Overmatch funding.

The State may unilaterally increase the total dollars of this contract as stipulated by the executed

Option Letter (**Exhibit C**), which will bring the maximum amount payable under this contract to the amount indicated in Exhibit C-1 attached to the executed Option Letter (future changes to Exhibit C shall be labeled as C-2, C-3, etc, as applicable). Performance of the services shall continue under the same terms as established in the contract. The State will use the Financial Statement submitted by the Local Agency for "Concurrence to Advertise" as evidence of the Local Agency's intent to award and it will also provide the additional amount required to exercise this option. If the State exercises this option, the contract will be considered to include this option provision.

Option 3 – Option to add overlapping phase without increasing contract dollars. The State may require the contractor to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original contract with the contract dollars remaining the same. The State may exercise this option by providing a fully executed option to the contractor within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit C**. If the State exercises this option, the contract will be considered to include this option provision.

Option 4 - To update funding (increases and/or decreases) with a new Exhibit C. This option can be used to increase and/or decrease the overall contract dollars (state, federal, local match, local agency overmatch) to date, by replacing the original funding exhibit (Exhibit C) in the Original Contract with an updated Exhibit C-1 (subsequent exhibits to Exhibit C-1 shall be labeled C-2, C-3, etc).

The State may have a need to update changes to state, federal, local match and local agency overmatch funds as outlined in Exhibit C- 1, which will be attached to the option form. The State may exercise this option by providing a fully executed option to the contractor within thirty (30) days after the State has received notice of funding changes, in a form substantially equivalent to **Exhibit F**. If the State exercises this option, the contract will be considered to include this option provision.

Section 23. Statewide Contract Management System

If the maximum amount payable to the Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §23 applies.

The Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state agreements/contracts and inclusion of agreement/contract performance information in a statewide contract management system.

The Local Agency's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Agreement, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of the Local Agency's performance shall be part of the normal Agreement administration process and the Local Agency's

performance will be systematically recorded in the statewide Agreement Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of the Local Agency's obligations under this Agreement shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Local Agency's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Agreement term. The Local Agency shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that the Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT, and showing of good cause, may debar the Local Agency and prohibit the Local Agency from bidding on future Agreements. The Local Agency may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of the Local Agency, by the Executive Director, upon showing of good cause.

SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL.** CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY.** CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.** CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **VENDOR OFFSET.** CRS §§24-30-202 (1) and 24-30-202.4. [*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
11. **PUBLIC CONTRACTS FOR SERVICES.** CRS §8-17.5-101. [*Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services*] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
12. **PUBLIC CONTRACTS WITH NATURAL PERSONS.** CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

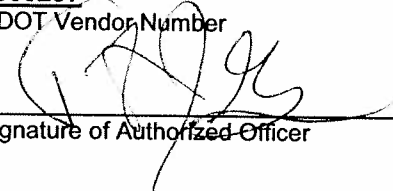
CONTRACTOR:

STATE OF COLORADO:
BILL RITTER, JR., GOVERNOR

Town of Breckenridge, Colorado
Legal Name of Contracting Entity

By _____
Executive Director
Department of Transportation

2000297
CDOT Vendor Number



Signature of Authorized Officer

LEGAL REVIEW:

JOHN W. SUTHERS
ATTORNEY GENERAL

Print Name & Title of Authorized Officer

By _____

CORPORATIONS:
(A corporate attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk) (Place corporate seal here, if available)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:
DAVID J. MCDERMOTT, CPA

By _____

Date _____

FORM 463
or
SCOPE OF WORK

Intentionally Omitted – See Section 5

LOCAL AGENCY
ORDINANCE
or
RESOLUTION

SAMPLE IGA OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)

*NOTE: This option is limited to the specific contract scenarios listed below
AND cannot be used in place of exercising a formal amendment.*

Date:	State Fiscal Year:	Option Letter No.	CLIN Routing #
-------	--------------------	-------------------	----------------

Vendor name: _____

A. SUBJECT: (Choose applicable options listed below AND in section B and delete the rest)

1. Option to renew (for an additional term) applies to Highway and Signal maintenance contracts ONLY; this renewal cannot be used to make any change to the original scope of work;
2. Level of service change within current term due to an unexpected Local overmatch on an overbid situation ONLY;
3. Option to add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (does not apply to Acquisition/Relocation or Railroads);
4. Option to update funding (a new Exhibit C must be attached with the option letter and shall be labeled C-1 (future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.)

B. REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

(Insert the following language for use with Options #1):

In accordance with Paragraph(s) _____ of contract routing number (insert FY, Agency code, & CLIN routing #), between the State of Colorado, Department of Transportation, and (insert contractor's name) the state hereby exercises the option for an additional term of (insert performance period here) at a cost/price specified in Paragraph/Section/Provision _____ of the original contract, AND/OR an increase in the amount of goods/services at the same rate(s) as specified in Paragraph _____ of the original contract.

(Insert the following language for use with Option #2):

In accordance with the terms of the original contract (insert FY, Agency code & CLIN routing #) between the State of Colorado, Department of Transportation and (insert contractor's name here), the State hereby exercises the option to record a level of service change due to unexpected overmatch dollars due to an overbid situation. The contract is now increased by (indicate additional dollars here) specified in Paragraph/Section/Provision _____ of the original contract.

(Insert the following language for use with Option #3):

In accordance with the terms of the original contract (insert FY, Agency code & CLIN routing #) between the State of Colorado, Department of Transportation and (insert contractor's name here), the State hereby exercises the option to add an overlapping phase in (indicate Fiscal Year here) that will include (describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous). Total funds for this contract remain the same (indicate total dollars here) as referenced in Paragraph/Section/Provision/Exhibit _____ of the original contract.

(Insert the following language for use with Option #4):

In accordance with the terms of the original contract (insert FY, Agency code & CLIN routing #) between the State of Colorado, Department of Transportation and (insert contractor's name here), the State hereby exercises the option to update funding based on changes from state, federal, local match and/or local agency overmatch funds. The contract is now (select one: increased and/or decreased) by (insert dollars here) specified in Paragraph/-Section/-Provision/Exhibit _____ of the original contract. A new

Exhibit C-1 is made part of the original contract and replaces Exhibit C. (The following is a NOTE only so please delete when using this option: future changes for this option for Exhibit C shall be labeled as follows: C-2, C-3, C-4, etc.)

(The following language must be included on all options):

The amount of the current Fiscal Year contract value is (*increased/decreased*) by (\$ *amount of change*) to a new contract value of (\$ _____) to satisfy services/goods ordered under the contract for the current fiscal year (*indicate Fiscal Year*). The first sentence in Paragraph/Section/Provision _____ is hereby modified accordingly.

The total contract value to include all previous amendments, option letters, etc. is (\$ _____).

The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

APPROVALS:

For the Contractor:

Legal Name of Contractor

By: _____
Print Name of Authorized Individual

Signature: _____

Date: _____

Title: Official Title of Authorized Individual

State of Colorado:

Bill Ritter, Jr., Governor

By: _____ Date: _____
Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**State Controller
David J. McDermott, CPA**

By: _____

Form Updated: June 12, 2008

Date: _____

MEMO

To: Town Council
From: Laurie Best
Date: February 17, 2009
Re: Valley Brook Housing Development DOLA Grant-Citizen Participation Plan-Resolution

We have been advised by the Colorado Division of Housing that the Town is required to adopt a Citizen Participation Plan (CPP) related to the use of Community Development Block Grant (CDBG) funds. In April of 2009 the Town received notice that a grant up to \$750,000 was approved to assist with infrastructure development in support of affordable housing at Valley Brook. The grant contract was executed on January 10, 2010 by the State Controller. Before any funds authorized under that grant can be released by the State it is a requirement of the Housing and Community Development Act that a Citizen Participation Plan be adopted to “ensure that the citizens of Breckenridge, particularly persons of low and moderate income residing in slums and blight areas and in areas in which CDBG funds are proposed to be used are provided the opportunity and encouraged to participate in the planning and implementation of CDBG-funded activities”.

The Division of Housing has provided a template for the CPP which has been modified slightly to reflect our public meetings and was approved by the Division of Housing. The public meeting that was required under this plan was held in January of 2009 prior to submittal of the CDBG grant application. The meeting was monitored by representatives from the Division of Housing and sixty people attended to provide input during the design phase of the project. Pursuant to this CPP we will hold another community meeting after the project is complete to collect additional comment.

A resolution is enclosed in your packet to formally adopt this plan to satisfy requirements of the Community Development Act. This will enable the Town to draw funds from the grant to assist in the cost of infrastructure. Draw requests will not be submitted to the State until the project has been approved by the Council. We have scheduled the project review for the Councils March 9th meeting. Staff is recommending that the CPP be adopted by the Council prior to final project approval in order to satisfy all the requirements for the grant.

1 *FOR WORKSESSION/ADOPTION – FEB. 23*

2
3
4 A RESOLUTION

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6 SERIES 2010

7
8 A RESOLUTION APPROVING THE “CITIZEN PARTICIPATION PLAN FOR THE
9 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – VALLEY BROOK
10 HOUSING DEVELOPMENT, BRECKENRIDGE, COLORADO”

11
12 WHEREAS, Section 104(a)(3) of the Housing and Community Development Act of
13 1974, as amended, and other applicable law, requires the Town Council to adopt a plan to ensure
14 that the citizens of the Town of Breckenridge, particularly persons of low and moderate income
15 residing in slum and blight areas and in area in which Community Development Block Grant
16 (“CDBG”) funds are proposed to be used, are provided the opportunity and encouraged to
17 participate in the planning and implementation of CDBG-funded activities; and

18
19 WHEREAS, a proposed “Citizen Participation Plan For The Community Development
20 Block Grant Program – Valley Brook Housing Development, Breckenridge, Colorado” has been
21 prepared, a copy of which is marked Exhibit “A”, attached hereto and incorporated herein by
22 reference (“Citizen Participation Plan”); and

23
24 WHEREAS, the Town Council has reviewed the proposed Citizen Participation Plan, and
25 finds and determines it should be adopted.

26
27 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
28 BRECKENRIDGE, COLORADO, as follows:

29
30 Section 1. The “Citizen Participation Plan For The Community Development Block
31 Grant Program – Valley Brook Housing Development, Breckenridge, Colorado” (Exhibit “A”
32 hereto) is approved; and the Mayor is authorized, empowered, and directed to execute such
33 document for an on behalf of the Town of Breckenridge.

34 Section 2. This resolution shall become effective upon its adoption.

35
36 RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2010.

37
38 TOWN OF BRECKENRIDGE

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40
41
42 By _____
43 John G. Warner, Mayor

1 ATTEST:

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6 _____
Mary Jean Loufek,
7 CMC, Town Clerk

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9 APPROVED IN FORM

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14 _____
Town Attorney Date

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CITIZEN PARTICIPATION PLAN
for the Community Development Block Grant (CDBG) Program
Valley Brook Housing Development Breckenridge, Colorado

Pursuant to Section 104(a)(3) of the Housing and Community Development Act of 1974, as amended, this Citizen Participation Plan is hereby adopted to ensure that the citizens of Breckenridge, Colorado, particularly persons of low and moderate income residing in slum and blight areas and in areas in which CDBG funds are proposed to be used, are provided the opportunity and encouraged to participate in the planning and implementation of CDBG-funded activities.

PUBLIC HEARING/PUBLIC MEETING Public hearings and/or public meetings will be the primary means of obtaining citizen views and responding to proposals and questions related to community development and housing needs, proposed CDBG activities and past CDBG performance.

Prior to submitting a CDBG application to the State, the City will conduct at least one public hearing or public meeting to identify community development and housing needs, including the needs of low and moderate income persons, as well as other needs in the community that might be addressed through the CDBG program, and to review proposed CDBG activities and the past performance of the City in carrying out its CDBG responsibilities. In the event CDBG funds are granted by the State, the City will conduct at least one additional public hearing or public meeting to allow citizens to review and comment on its performance in carrying out its CDBG program.

A formal public notice will be published in a newspaper of general circulation in the area at least five (5) days prior to such public hearings or public meetings. A public notice will also be posted in the City Hall and in other places frequented by the public, especially low and moderate income persons and persons benefiting from or affected by proposed CDBG activities. As circumstances warrant and as the City determines necessary or appropriate, participation may additionally be specifically solicited from persons of low and moderate income, those benefitting from or affected by CDBG activities and/or representatives of such persons. Hearings and meetings will be held at times and locations convenient to potential and actual beneficiaries, and with accommodation for the handicapped. In the case of public hearings or public meetings where a significant number of non-English speaking residents can be reasonably expected to participate, arrangements will be made to have an interpreter present.

PUBLIC INFORMATION AND RECORDS. Information and records regarding the proposed and past use of CDBG funds will be available at Town Hall during regular office hours. Special communication aids can be made available to persons upon request.

TECHNICAL ASSISTANCE. The Town will provide technical assistance to groups representative of persons of low and moderate income that request assistance in developing CDBG proposals. The level and type of assistance appropriate will be determined by the Town based on its ability to provide or arrange for such assistance, the cost of providing such assistance and other relevant factors.

WRITTEN COMMENTS AND RESPONSES. The Town will respond to written complaints and grievances in writing in a timely manner. When practicable, such written responses shall be made within fifteen (15) working days.

Signature of Chief Elected Official

Date

MEMORANDUM

TO: Town Council
FROM: Chris Kulick, AICP
DATE: February 12, 2010
SUBJECT: 2010 Census Resolution

Recently Summit County government agencies and non-profits have been working together to inform the public about the upcoming 2010 Census through the Summit County Complete Count Committee. Although Breckenridge, unlike larger municipalities, does not stand to gain or lose much from the results of the Census, staff feels it is important to obtain an accurate snapshot of our community and therefore wishes that our residents accurately complete Census survey information when it is delivered to their residences.

So far staff's time spent on the Census has been fairly minimal and it has been the intention of both staff and the other members of the Summit County Complete Count Committee to utilize low cost techniques to spread the message of the upcoming Census. One low cost strategy that has been or is in the process of being utilized is adopting a resolution proclaiming to be an official Census 2010 partner. By agreeing to become a Census partner, the Town is not on the hook for anything specific other than to continue to participate in the same capacity we already are with the Summit County Complete Count Committee. Staff will be happy to answer any questions about proposed resolution or the upcoming 2010 Census during the meeting on February 23rd.



A RESOLUTION TO BECOME AN OFFICIAL CENSUS 2010 PARTNER.

SERIES 2010

WHEREAS, Census 2010 is required by the U.S. Constitution, Article 1, Section 2, to apportion the 435 members of the House of Representatives in the United States Congress; and

WHEREAS, beginning in 2011, nearly all local, state, and federal election district boundaries will be redrawn to achieve balanced populations and, if applicable, comply with the Voting Rights Act, which mandates recognizing and protecting communities of interest; and

WHEREAS, Census 2010 data are widely used by public agencies, nonprofits, community-based organizations, and the private sector for marketing, operations, and planning; and

WHEREAS, the Town Council wishes to encourage all Breckenridge residents to participate in Census 2010 by promptly answering their census questionnaire correctly or notifying the local census office that a questionnaire was not received at their housing unit;

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

That the Town of Breckenridge agrees to become an official 2010 Census Partner by participating in local activities and initiatives aimed at increasing awareness of the Census, encouraging participation, and increasing the census questionnaire response rate in Summit County.

RESOLUTION ADOPTED AND APPROVED THIS ____ DAY OF _____, 2010.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
John C. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC
Town Clerk



February 16, 2010

TO: Breckenridge Town Council

FROM: Maribeth Lewis-Baker & James Phelps

RE: Transit Advisory Committee

Ladies & Gentlemen of the Breckenridge Town Council:

This memo is to inform you that the Transit Division will be forming a Transit Advisory Committee in which to assist the Transit Division in meeting one of its grantee requirements for the receipt of Federal Financial Assistance Funds. This committee will be a non-governing body that will be comprised of volunteer citizen members that will be solicited through an application process. Our goal is to find a cross-section of members that will best represent the interests of the general community. This committee will be structured and formed to look much the same as the Police Advisory Committee. The Transit Division has developed the following goals that it will anticipate the Transit Advisory Committee to contribute:

Purpose of Citizen Transit Advisory Committee

- Provide input in reference to community transit needs
- Provide direction on how we deliver services that best meet those needs
- Provide us an outside influence and opinion on our operations & marketing
- Provide us with a valuable resource for planning purposes

The Transit Division believes that the formation of this advisory committee will be very beneficial. Over the next couple of months, we will establish the framework for the committee so that we can begin to solicit applications from community members to serve on this new transit advisory committee.

This memo is for informational purposes; however staff will be on-hand at the work session to answer any questions you may have.



Recreation Department Quarterly Report for October-December 2009 (Council Information Item Only)

Net Promoter Score YTD 4th Qtr

Recreation Center	78%
Ice Arena	76%
Programs	66%
Nordic Center	88%
Total Recreation Department	73%

Participation Statistics YTD 4th Qtr

	2008	2009
Recreation Center Visits	170,316	169,881
Rec Center Passes Sold	10,596	9,974
Rec Center Programs	26,664	26,492
Ice Arena Visits	17,662	15,478
Ice Arena Passes Sold	227	241
Ice Arena Programs	20,118	16,676
Nordic Center Trail Use	8,552	8,413
Program Participation	39,533	39,558

Marketing Efficacy YTD 4th Qtr

How do you currently hear about our programs/services?	
Brochure / Flyer	236
Newspaper	119
Website	190
Radio/TV	35
Word of Mouth & Past Participation	1004
Other	460

MEDIA COVERAGE & PROMOTIONS

This fall we focused on a variety of media and marketing initiatives. We ran a Locals Appreciation promotion, complete with a Local Appreciation calendar, email promotions and bulk mail advertisements. 4th quarter advertisements centered around Halloween, fitness, outdoor rink opening and the Nordic Center. The Recreation Center gained a lot of media press with the influx of various US Ski Team athletes training at the facility. Finally, in December, marketing was focused around a Santa theme at all three facilities. This included appearances by Santa on live TV, print ads and voiceover on the radio. To end the year, we direct-mailed 5,000 promotional postcards to Breckenridge residents and inserted another 3,000 in all Summit County SDN newspapers. Finally, throughout the last quarter of 2009, various eblasts were sent out to Gold Run Nordic season pass holders as well as all Recreation Center members.

QUARTERLY HIGHLIGHTS

Recreation Center: While membership revenue was down this quarter compared to 2008, pro shop sales experienced its first increase over 2008 in December! The annual maintenance shutdown was Oct. 12-18th. Cleaning projects included painting, carpet cleaning, wood floor refinishing, new locker doors, new sauna bench, etc.. Also in October, the most popular classes were the lunch hour classes; BODYPUMP, Pilates and Yoga and overall Tennis revenue was up 18.5%. November was a busy month with various US ski teams training at the Recreation Center. When not training for the Olympics, these athletes participated in poster signings, fitness classes and seminars for our customers. A plethora of negative guest feedback, primarily through comment cards and in-person comments, was received regarding the Recreation Center hour reduction.

Programs: Participation is down in the programming area for the 4th quarter of 2009 due to the reduction in programs offered and a general decline in the afterschool program. Some of the programs that are doing well include the Wednesday and Friday morning "Family Gym Time", the home school groups and the gymnastics programs. League night was moved from Sundays to Wednesdays due to the facility closing at 6pm on Sundays. The ABS 11 Bouldering Competition in November resulted in 50 competitors with an economic impact of \$3,641. And the Halloween Carnival took place on Friday, October 31.

Nordic Center: Opening day for the Nordic Center was Friday December 11. To date, this Nordic season is doing better in almost every area. Offering online pass sales for the first time, most of the pre-season pass sales were completed online. Revenue from season pass sales totaled \$93,183. Nordic exceeded revenue and came in under in expenses for 2009 with an actual cost recovery of 69.5% compared to a budget recovery of 49.8%.

Ice Arena: Despite the less than perfect conditions, the outdoor facility opened with seven days of snow removal demanding 184 hours of staff hours to remove snow. The Ice Arena hosted its biggest birthday party ever with 50 people, 9 pizzas, 2 cakes and 2 skating instructors, generating over \$470 in revenue. Facility improvements included testing Ice Max protein powder. The additive is designed to increase bond adhesion between ice crystals at higher temperatures, reducing the amount of heat needed to reach the freezing point, resulting in energy savings. The Fall 2009 Broomball League started on November with 8 teams registered. Heritage High School Hockey Team chose to host their team building event at our facility for the second consecutive year. On December 12th and 13th, the Breck Figure Skating Club hosted it's annual Holiday Ice Show: Breck 150 on Ice. Finally, on December 23rd a little boy named Afrid and his family came to the rink for a private skating lesson through the Make a Wish Foundation. At the rink, he was given the chance to sit on the Olympia, have his photo taken and one of our figure skating instructors, Heather Robinson, donated almost an hour of her time to give Afrid a private skating lesson. Afrid had a great time and we were glad that we were able to bring some joy over the holidays to Afrid and his family!

Division	2008 4th Qtr YTD Participation	2008 4th Qtr YTD Revenue	2008 4th Qtr YTD Expense	Recovery Rate	2009 4th Qtr YTD Participation	2009 4th Qtr YTD Revenue	2009 4th Qtr YTD Expense	Recovery Rate
Administration	0	\$ 0	\$ 720,124	0%	0	\$ 0	\$ 652,110	0%
Programs	39,533	\$ 338,073	\$ 632,447	53%	39,558	\$ 348,149	\$ 562,803	64%
Recreation Center	196,980	\$ 1,491,035	\$ 2,008,299	74%	196,373	\$ 1,423,718	\$ 1,741,633	84%
Nordic Operations	8,552	\$ 172,627	\$ 279,673	62%	8,413	\$ 184,784	\$ 290,431	69%
Ice Arena	37,780	\$ 642,013	\$ 1,074,354	60%	32,154	\$ 607,544	\$ 984,134	64%
Recreation Department	282,845	\$ 2,643,749	\$ 4,714,897	56%	276,498	\$ 2,558,363	\$ 4,231,113	60%
Budget Approved Cost Recovery				50%				50%



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.

FEBRUARY 2010

Tuesday, February 23; 3:00/7:30pm Second Meeting of the Month

Friday, February 26; 8am; Location: Clint's Coffee Talk with Mayor & Town Manager

MARCH 2010

Tuesday, March 9; 3:00/7:30pm First Meeting of the Month

Tuesday, March 23; 3:00/7:30pm Second Meeting of the Month

OTHER MEETINGS

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

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