



BRECKENRIDGE TOWN COUNCIL WORK SESSION

Tuesday, July 13, 2010

BUDGET & FINANCIALS TRAINING 1:00–2:00 P.M.

Town Hall, 3rd Floor Conference Room

3:00 p.m. Work Session Begins – Town Hall Auditorium

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.*

		Page
3:00 – 3:15 p.m.	II. <u>PLANNING COMMISSION DECISIONS</u>	2
3:15 – 3:45 p.m.	III. <u>LEGISLATIVE REVIEW</u>	
	Smoking Ordinance Amendment	113
	Lighting Policy Modifications	116
	Transfer of Valley Brook Parcel Ownership	123
	Entrada Annexation Ordinance Repealer	128
	Entrada Annexation Agreement Repealer	131
	Transit Disadvantaged Business Enterprise (DBE) Plan	133
3:45 – 4:15 p.m.	IV. <u>MANAGERS REPORT</u>	
	Ski Area Update	Verbal
	Public Projects Update	15
	Housing/Childcare Update	Verbal
	Committee Reports	23
	Financials	25
	Peak 6 Memorandum of Understanding Draft	36
	Marketing Funding	
4:15 – 5:30 p.m.	V. <u>PLANNING MATTERS</u>	
	Footprint Lots	48
	Breckenridge Nordic Center Proposal	50
	Open Space IGA with Summit County	51
	Enclaves	72
5:30 – 6:15 p.m.	VI. <u>OTHER</u>	
	Recreation Department Annual Report	76
6:15 – 7:15 p.m.	VII. <u>JOINT MEETING – PUBLIC ART COMMISSION</u>	
	Dinner will be provided	

***ACTION ITEMS THAT APPEAR ON THE EVENING AGENDA** 108

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: July 7, 2010

Re: Town Council Consent Calendar from the Planning Commission Decisions of the July 6, 2010, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF July 6, 2010:

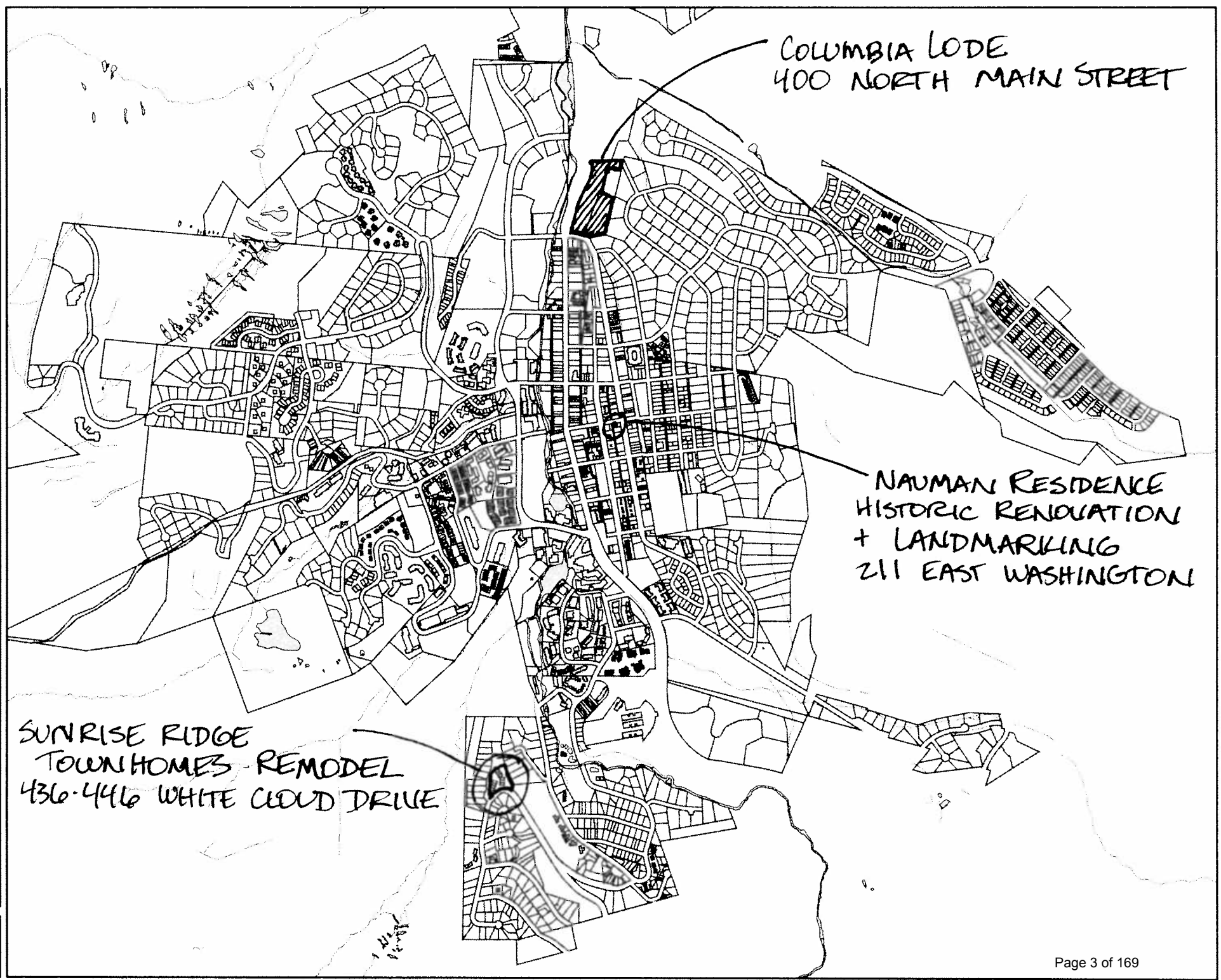
CLASS C APPLICATIONS:

1. Sunrise Ridge Townhomes Remodel, PC#2010032, 436-446 White Cloud Drive
Exterior renovation of the existing Sunrise Ridge Townhomes, Buildings 1, 2 and 3, including: install new roof, rebuild chimney caps, rebuild middle entry porches, add two front dormers, add one rear dormer, and replace the skylights. Approved.

COLUMBIA LODGE
400 NORTH MAIN STREET

NAUMAN RESIDENCE
HISTORIC RENOVATION
+ LANDMARKING
211 EAST WASHINGTON

SUNRISE RIDGE
TOWNHOMES REMODEL
436-446 WHITE CLOUD DRIVE



PLANNING COMMISSION MEETING

THE MEETING WAS CALLED TO ORDER AT 7:02 P.M.

ROLL CALL

Jim Lamb Dan Schroder Michael Bertaux
Leigh Girvin Rodney Allen Mark Burke
Dave Pringle (arrived at 7:03)
JB Katz was absent.

APPROVAL OF MINUTES

Mr. Schroder stated that the start time for the June 15, 2010, meeting needed to be changed from 7:35 to 7:05 pm. With no other changes, the minutes of the June 15, 2010 Planning Commission meetings were approved unanimously (5-0).

APPROVAL OF AGENDA

With no changes, the Agenda for the July 6, 2010 Planning Commission meeting was approved unanimously (5-0).

CONSENT CALENDAR:

1. Sunrise Ridge Townhomes Remodel (MGT) PC#2010032, 436-446 White Cloud Drive

Mr. Pringle made a motion to call up the Sunrise Ridge Townhomes Remodel, PC#2010032, 436-446 White Cloud Drive. Mr. Schroder seconded, and the motion was carried unanimously (6-0).

Mr. Thompson presented architectural renderings and blueprints describing the Sunrise Ridge Townhomes Remodel project. From our methods of measuring density, we are showing that there will be an increase in density after the remodel. We talked to Laurie Best (who worked on the annexation of Warriors Mark) and Peter Grosshuesch about this increase. They think that this remodel should be allowed within the community, since it would have been allowed in the county. That was the intent of the zoning in Warriors Mark. The Land Use Guidelines say "existing density per plat". The plat does not list density, only shows the 10 lots, and in the County, there is no density cap on townhomes. The existing dormers show that this would have been allowed in the County. Some residents do not want the new dormers, some do. Natural stone will be used, an appropriate color pallet, a pitched gable, etc. Mr. Stais, would you like to add any additional information on how the dormers came about?

Mr. Stais, Architect: Yes, I would. This project was designed in the mid 1970s by Gene Baker, and built as three (3) buildings. Since then, many owners have made internal modifications to each property, adding their own personal touches. Two (2) owners requesting dormers are present here tonight, and would love to talk to you later if necessary. With that history, we think that the back dormers are a relatively simple issue. The front dormers will add to the complexity of the design, but will break up the rooflines, which in our opinion is a good thing. Each building is not the same. We think that it is okay for each owner to change the original design as desired. Some owners may want to spruce up their property, and others may not want to invest financially in the structure.

Commissioner Questions/Comments:

Mr. Pringle: It's pretty hard to see what's going on here on an 8x11". Has the design been requested by the owners or the HOA? (Mr. Stais: Yes.) Is this a separate HOA? When we approve buildings, the approval is for an organized, overall look. My biggest concern is that we need to have expectations on what can be done, and the homeowners need to have expectations on what can be done. (Mr. Stais: That is excellent. We agree that there needs to be a concise look. Another thing to think about, we will be remodeling all the roofs this year, because of roof damage, and siding next year. So we propose that the dormers are done now as part of the roof work, and after those remodels, they will not be able to be done economically. So, owners will be able to decide now if they want additional dormers, and in the near future we will not be asking for more dormer additions. This project is unique. Things that seem simple are actually costly and hard to accomplish.) I guess I'm just curious what the elevations would look like if there are half dormers and half skylights. If we could have a written expectation, a condition of what this needs to look like, that would be great. (Mr. Jim Hourihan, owner of Unit 9: My wife and I have lived in Unit 9 for nearly 20 years as a

second home. We have spent nearly three to four years on this proposition. We do not want to hedge-podge. We want to do this right, through the architectural committee and the housing board. I am confident that you will see little variation on this project from the previous remodel.) (Mr. Bertaux: If we could have that in writing that would be good.) Yes, put that in writing that this project will be cohesive with the other building elevations.) (Mr. Hourihan?: We will do that.) I'm still concerned that additional dormers will be asked for later that will not be cohesive in the design. (Mr. Thompson: Our development code states that we have to bring each project back to the Planning Commission each time there is a new change. So we don't have to worry about other persons asking for dormers that don't match because it has to go through the same process that this one goes through.) As far as improvements in the density, there is no question about the project going forward because of that. It's simply a matter of aesthetics. We've worked hard to get a unified look to all these buildings, and as they come in one-at-a-time, we need to stay on-top of the design, and make sure it's okay.

(Mr. Neubecker proposed the following condition of approval: Prior to issuance of a building permit for the Sunrise Ridge Townhomes, the Sunrise Ridge Townhomes Homeowners Association shall submit a letter to the Town of Breckenridge indicating that any future dormers within the Sunrise Ridge property shall be architecturally compatible with the remodel and dormer windows approval in the permit (PC#2010032))

Mr. Bertaux: They are trying to go by the rules that were in place before the annexation. This probably would have been allowed. (Mr. Thompson: Particularly within the density. A roof leak problem started this whole process.) I second it.

Ms. Girvin: I like the idea of putting this in writing. (Mr. Schroder: Agreed.)

Mr. Pringle made a motion to approve the Sunrise Ridge Townhomes Remodel, PC#2010032, 436-446 White Cloud Drive, with the presented findings and conditions plus the additional condition suggested by Mr. Neubecker: "Prior to issuance of a building permit, the Sunrise Ridge Townhomes HOA shall submit a letter to the Town of Breckenridge indicating that any future dormers within the Sunrise Ridge property shall be architecturally compatible with the remodel and dormer windows approved in the permit (PC#2010032)". Mr. Bertaux seconded, and the motion was carried unanimously (6-0).

WORKSESSIONS:

1. Energy Policy (JP)

Ms. Puester presented. Both the Planning Commission and Town Council have expressed interest in further encouraging sustainable site and building design through the Development Code, specifically Policy 33R *Energy Conservation*. Staff met with the Planning Commission July 16, 2008, September 15, 2009, January 19, 2010, and May 18, 2010, to discuss this policy as well as held a Planning Commission Field Trip to various sites on the Front Range in October, 2009, that focused on energy efficient home designs and construction and Home Energy Rating Surveys (HERS). The energy policy modifications were most recently discussed at the joint Town Council - Planning Commission meeting held on June 15, 2010.

Staff presented a draft policy with the following highlights:

- Residential HERS rating and percentage above the commercial International Energy Code (IECC) for positive points.
- Exemption provision from ratings for improvements temporary in nature such as light bulbs and appliances, as determined by the Town.
- Excessive energy uses assigned negative points. This has been left vague to allow the Planning Commission to set precedent and make judgments on aspects which may be safety related.

Staff would like to get Commissioner in-input on the proposed Policy 33R.

Commissioner Questions/Comments:

Mr. Schroder: Like the direction that we are taking this to. It seems that the language would require this to be permanent going forward. The energy measures used to gain positive points would need to be maintained. Even if the HERS system is not used ten years from now, we are setting up a quantifiable way for our future citizens to mandate the energy usage in our community.

Final Comments: Believe that we are on a good track. I like the point measure. Xcel now raises the price of energy over a certain threshold. We need to consider those outside forces. If the Applicants choose to go with these points, it will hit their pocket books in a good way, and they will keep up the good work. We should keep removable features like appliances and lights in the HERS score; otherwise, it will not be comparable to other communities. I would be in favor of requiring new construction to achieve a certain HERS rating.

Mr. Pringle: Unclear on the points needing to be maintained in perpetuity, is it the HERS score or improvements that need to be maintained? (Ms. Puester: If we're giving you positive points on an application, we are expecting the homeowner to keep up the property in order to keep their points, similar to what is required elsewhere in the code with landscaping or solar panels.) So, we're making the assumption that they are repairing their home? (Mr. Neubecker: We are assuming that they are keeping up with their home as they should. If you're undergoing the HERS score process, no matter what number of points given, we are giving one positive (+1) point for getting a rating. This would give the owner the knowledge of his home energy usage which is a valuable piece of information.) All I'm saying is that this says "maintained in perpetuity." To me, that sounds like a long time to maintain that point. (Ms. Puester: "In perpetuity" reads to mean not the HERS number, but the energy measures aka improvements that were used to get that score.) If building a new house that received no negative points, would 33R apply? (Ms. Puester: No, if there was no need for a point analysis, no points would be assessed to the home.)

Final Comments: On one hand, I believe very strongly that people should conserve their energy use now and in the future. People should do that out of their own personal sense of good. I'm concerned about the Town getting too involved. That has been my biggest objection. This gets into lifestyle issues instead of just energy issues. I'm unsure about the 'in perpetuity' language here. I'm reluctant to endorse these points, because someone may use these points to offset negative points elsewhere. I would like the Town to look into the possibility of bringing in energy ratings within the building department, instead of sub-contracted out. I think it would be much better for the town if we had consistency within a certain house. (Mr. Grosshuesch: That is a policy question.)

Mr. Bertaux: Good start but seems like we should have some more discussion before moving forward.

Final Comments: I think that new construction should have a HERS rating requirement. I think that remodels should at least have an energy audit. I support your positive points here, as well as negative points for energy wasters. The perpetuity issue should require that all improvements should remain on site.

Mr. Lamb: Final Comments: Good start, I like that this is a relative policy. It still needs some massaging. I'm opposed to mandating ratings. If someone needs positive points, they will come ask for them. I think that a homeowner is not going to take out energy efficient appliances or light bulbs after getting a positive score for them. Think that we should keep removable fixtures within the HERS score to be true to the scoring system and comparable to other places that use HERS. With the perpetuity issue, a HERS rating surely could not drop so drastically in ten years to affect the rating that much.

Ms. Girvin: Final Comments: My sense is that we're on the right track, both positive and negative, except for the water features. There is an incredible amount of energy needed to move, distribute, and treat water. Perhaps the outdoor water features are a negative two (-2) points with a one multiplier. Energy efficient appliances and light bulbs should count as part of the rating and not be removed from the score. Define "measures". If not "in perpetuity" then something similar. I think that most homeowners will see this as a positive and will want to maintain the measures that got them their good ratings. Mr. Grosshuesch is right; this is the wave of the future. It is a good selling point and people will want to maintain the measures. In the future, believe that this will be mandated and be the norm.

Mr. Burke: I think what Mr. Pringle is asking, if someone remodels the house years later, does that one positive (+1) point continue through the life of the home? Does it have perpetuity? Ten years from now when the homeowner sells the house, can the rating change because insulation, windows, doors, light bulbs, etc. change because they are no longer as energy efficient? Ten years from now, who is going to be monitoring it? Will it be the same monitoring system? The running joke is that landscaping is not maintained. (Mr. Neubecker: Staff monitors points and maintenance. For example, I have personally researched landscaping issues in town on places like Airport Road and had the owners replant or replace needed greenery. I challenge you to find dead landscaping out there on Airport Road.) (Mr. Grosshuesch: The way the code has been put in place, there is a point balance that has

to be kept up in order to keep your points. If solar panels are put in place and fail, they need to be replaced to keep your points.) So we are mandating this rating? (Mr. Grosshuesch: No, this is voluntary, but if the homeowner wants positive points under 33R, the homeowner is binding future homeowners to keep their rating. If that makes it harder to sell the house, that is up to the property owner. Otherwise, they can always choose from other points in the code.) The 100 is the base rating in the HERS for a passing score. Are these numbers firm, or is that just a sample? (Ms. Puester: We can write the system however we like. If we eliminate removable appliance which are typically included in a HERS rating, then our point system will be more difficult to achieve.)

Final Comments: I am concerned about perpetuity. I do think that things will deteriorate after fifteen years. If we mandate the HERS rating, then perpetuity makes sense. If we do not require this, I think that the 'in perpetuity' clause is a mistake. Also, taking out the energy efficient appliances clause is a mistake. That is a part of the HERS rating and should be kept as such. This will be comparable to other communities.

Mr. Allen: Is it clear that the outdoor wood fireplace does not get negative points? (Ms. Puester: That is the intent of specifying "gas fireplaces".) Believe that safety issues should be exempted for the individual property owners as well not just for the general public, as written. Do other Commissioners agree? (Mr. Neubecker: Staff discussed that point and the thought was that the house should be designed to be safe and work. If you have to design a house with heated sidewalks and driveways, then you're not designing the house well. It's different from a highly public area.)

Final Comments: Like 4A. Define "energy measures". Believe that the safety of the occupants should be exempt. Disagree with Ms. Girvin on how much energy is used for water features. Provide numbers for that. Would like to keep removable appliance in the HERS score. Take all of HERS or use something else. Should keep measures in perpetuity; we do it through the whole code. Send Builder's Association the draft for review. I'm not in favor of mandating this for new construction.

Mr. Allen opened the hearing to public comment.

Marc Hogan, Architect: Likes that this is voluntary. Also, the sustainable code still needs to be analyzed to see how it has been working. If you allowed an energy audit, it would be less expensive. (Ms. Puester: The reason for looking toward a HERS and IECC is that it is measurable, whereas the energy audit does not have a measurable score for point assessment consistency, which has been an issue with the existing policy.) Should be able to put in a heated driveway and offset with solar panels. (Mr. Allen: That is how this policy has been drafted. You can get negative points for one thing and positive for another.)

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

TOWN COUNCIL REPORT:

Mr. Burke: Update on Peak 6 expansion. The Council was requested to donate money to the gulf cleanup. We denied the request and felt very strongly that grant money should stay in the community. On the one percent (1%) increase in the lodging tax, we support it if the community supports it. We will decide in August if that will go on the ballot. There was concern after the joint meeting of the electronic devices being used in meetings. Locomotive #9 was approved. It will be located at the Rotary Snowplow Park. If it is ever taken back, they will help us locate another historically significant engine. Engine #111 will be sold for \$130,000. Medical Marijuana moratorium was discussed. Anybody who had already submitted an application submitted will still be processed. (Ms. Girvin: What is the term of moratorium?) Eight months. Natural products as exterior siding were discussed. It seems to me that it was almost unanimous that the Commission would like Breckenridge to review the code and allow synthetic products such as Hardi-board, etc. The Council has officially asked that the Planning Commission at least look at that code.

PRELIMINARY HEARINGS:

1. Columbia Lode Master Plan 1st Preliminary (MMO) PC#2010017, 400 North Main Street

Mr. Mosher presented a proposal to Master Plan for 24 units total per an approved Development Agreement made with Town Council allowing up to a maximum of 24 units with all plans passing a Point Analysis based on the Development Code. The proposal is for 21 market-rate units in duplex and single family form with two workforce units (duplex) on

the lower portion of the site. The original Breckenridge Building Center (BBC) buildings and lumber yard will be demolished. In addition, the existing single-family SFE from the Corkscrew Subdivision Filing No. 1 is proposed to be relocated to the upper/northern portion of the property and would be accessible off of Royal Tiger Road. Master Plan development standards in the form of Master Plan Notes are proposed for the entire development. After Council approval, each building will be submitted separately for review under individual Class C applications.

The Master Plan notes describe the proposed architecture in greater detail and two colored exhibits have been added for review. The architecture along Main Street will reflect some of the Historic character associated with the neighboring Conservation and Historic Districts. The units above these are to be more of the typical contemporary mountain architecture we see outside the Historic District.

The Applicants are proposing adding a considerable amount of fill to the site to 'correct' the existing grading that has lowered and flattened the site for the BBC use. Per the Code, the measurement of building height allows 'averaging' the grade to measure to an existing grade that would have been there prior to any previous mining activities or unnatural grading that had occurred. The new grading, if approved, would become part of the Master Plan documents and would need to be adhered to exactly for proper building height measurement of 35-feet overall or less. Otherwise, the building will measure at nearly 40-feet tall.

Site disturbance for the multi-family is contained to the existing disturbed area and staff is not recommending any negative points under 7/R for site disturbance. The single family home (SFR) site off Royal Tiger has very large retaining walls and over 10-feet of exposure of the exhibit house on the south. Staff is suggesting negative points for this under policy 7/R. Also, have concerns that the single family residence will not be able to meet Absolute Policy 8, Ridgeline Development with the current size of the disturbance envelope. We suggest reducing the side of the envelope to reduce the impacts to the hillside below.

The multi-family units have a separation of approximately 20 feet similar to other projects. Though the illustrative plans show landscaping, this will likely be addressed at subdivision and at individual development of each unit. The Master Plan notes are to address added landscaping at the driveway access point at Tiger Road as part of the single family development permit.

Changes since the April 20th Worksession

Mr. Mosher presented a list of changes made to the Columbia Lode Master Plan supplied by the agent responding to comments from Planning Commission and Planning and Engineering staff:

Site Plan:

1. The Klack drainage is now piped its entire length from Briar Rose to the existing inlets on Main Street. The 'creek' has been deleted.
2. Undulating berms have been planned along Main Street in the proposed park.
3. All surface water detention is collected and treated on site.
4. Park and Landscaping Plans have been added.
5. The disturbance building envelope on the Single Family Home Site has been moved away from Main Street.
6. Unit 5 driveway turnaround was modified.
7. We are still anticipating results from the Traffic Study and resolution on the location of the trail. This will be reviewed at the next meeting.

Architecture:

1. The Master Plan Architectural guidelines have been revised to incorporate items listed below.
2. Architectural Variability: Language to ensure no buildings will be identical and similar unit types will have enough variation has been added.
3. Main Street Character: Statement that the design intent of units along Main Street is to make the Main Street façades the front of the home, keeping in character with homes in the Breckenridge Historic district.
4. Remaining Density: Outlines the process for allocation of remaining density and mass for additions and modifications.
5. The overall height on the single-family home site is restricted to 30'-0".

Additional Documents Presented to the Planning Commission:

1. Existing Disturbance Site Plan
2. Proposed "Existing Grade" Site Plan
3. Unit Height Matrix
4. Photos from off-site of the proposed development

Since the last review the applicant and agent have responded to some of the suggested changes and supplied additional information for the proposal. Staff is still waiting for an agreement on the proposed trail realignment and the final response on the Traffic Study.

Staff reminded the Commission that, although the Council gave the applicant direction to move the single family SFE to the north of the site, it is still subject to full review by the Planning Commission. It must be reviewed against all policies of the Development Code, with the exception of Policy 2/R, Land Use Guidelines, and pass a point analysis.

Staff had the following questions for the Planning Commission:

1. Did the Commission have any comments on the Master Plan notes?
2. Did the Commission support the guidelines and general appearance/materials of the units facing Main Street? Did they convey enough "Historic" character to complement the entrance to Town?
3. Would the Commission support measuring the multi-family buildings based on an "average slope" as opposed to the existing grade left by the previous disturbances?
4. Did the Commission believe that negative points for site disturbance were warranted for the Multi-family site under Policy 7/R? (The answer to question number 3 may impact your answer.) For the Single Family site?
5. Did the Commission believe that the Single-Family site passes Absolute Policy 8/A, Ridgeline Development?
6. Did the Commission support the depicted building separation for the Multi-family units?

Staff welcomed any additional comments and suggested this application return for another review.

Mr. Marc Hogan, Architect: Introduced the development team from BHH Partners. We are pleased to be here tonight, thank you for having us. We are pleased to be involved with this project and helping Mr. Brownson and his family to create a quality development on this project. As Mr. Mosher mentioned, we are proposing 24 total units plus moving the existing single family residence to access off of Royal Tiger Road. Our civil engineer has worked out the drainage issues in the Klack. We will be nursery storing the existing trees in the area near the existing Klack area at the south of the site. The park on the southwest corner is a simple and we've worked out the details better. We have plans for a nice public art area to celebrate our skiing history. Since the site has already been disturbed, we feel that infill is important and if we get negative points for that we can likely make it up in other areas. Site issues: The historic grid has been worked out, increasing the setback and creating a 20-foot barrier between each unit. Architectural issues: Each building will be different along the Main Street side, with varying materials and lines. The upper units will have five unit designs. We've identified our building heights, which are all under 35-feet as proposed with the new grade. We have designed all the units to have solar potential, either solar thermal or PV capabilities. We are expecting a five-year development period for the whole thing. (A 3D computer model of the site was shown of the single family home site off Royal Tiger in relation to the nearby surrounding houses, as well as to show the grade around the house.) This envelope is a quarter of the size of the existing envelope. We believe we meet Absolute Policy 8, Ridgeline Development. Today, with Staff approval, we reduced the envelope further by clipping the corners of the lower edges of the disturbance envelope. We did this to protect the existing mature spruce trees on the site. Does the Commission have comments on the master plan notes? We have toned down the colors. (Another computer model was shown depicting the area of infill in the proposed development area of the multi-family site; a proposition that they feel re-establishes the grade to the natural 'Ute Indian' grade. The site is currently unnaturally dug out. The proposed fill also helps bury the proposed Klack drainage pipe. We would like to submit this project for final at the next hearing. We are ready to move the project along. Thank you for your time.

Mr. Allen opened the Public Hearing for public comment.

Mr. Gary and Ms. Marilyn List, 315 Royal Tiger Road: My wife and I are long term owners of several properties in the community. We have submitted a letter in the packet, describing our concerns about the project. We never expected to see a single family home up here. We bought the neighboring properties in the Weisshorn area, partly

because of the underlying Land Use District 1 not allowing development. We also have issues with the proposed trail, but will have to comment at the next meeting. We do not think that the single family home belongs in the northern area of the property. Moving it to this area is not the answer. After removal of the dead beetle-kill trees at the driveway area, the remaining live trees will be ripped out by the proposed driveway. On page 58 of your packet, there is a picture I provided of a stepladder visible from the bike path across Main Street. The single family house will be visible. When beetle-kill trees are removed, the visibility will be even greater. There are no other homes in that area which are that visible. This proposed single family home will be very visible. We encourage you to reject the move of the single family home to the proposed area.

Mr. Ron Schuman (representing the neighboring Gold Creek Condominium HOA): We support the proposal and think that the timing is good as Gold Creek is looking towards major exterior improvements at the same time.

Mr. JJ Bosgraaf (property manager for Eric G. Politte at 227 N. Goldflake): The Politte's have concerns over the proposed addition of nearly 10-feet of fill at the base of the property and then adding 35-foot tall structure. Have concerns over light and noise pollution with this change. They also hope that the developer will maintain all those mature trees up the hill towards their lot.

Mr. John Studebaker (neighbor at 218 Briar Rose Lane): There is a portion of the nearby Corkscrew subdivision that has not been part of the discussion (Mr. Gillian's property). I am not supportive of allowing the additional fill at the lower portion of the site. But will offer 60% of the units an enhanced view by doing that.

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

Commissioner Questions/Comments:

Mr. Schroder: Code allows building height measurement to a site that has been filled? (Mr. Mosher: If the Commission supports that this as a 'previously disturbed site' then the grade may be averaged.) I'm pleased with the master plan notes as presented. The solid-to-void materials appear to be okay too, as they will be reviewed again with the Development Permits in the future. I support the architecture of the multi-family units proposed outside the Transition Area and Historic District. I support filling the previously disturbed grading to an average slope, instead of the current cutout grade. I don't believe negative points should be incurred for this grading under Policy 7/R. Retaining walls in this area (multi-family) would look worse than bringing the disturbed site up. If the existing tree line is disturbed with this development, then would support assigning negative points. Not supporting negative points under 7/R for the single family home site either. Believe it has been mitigated. Not sure if the development at the single family can pass Policy 8/A. The house is in view, and that concerns me. Can't provide a solid answer about Policy 8/A yet. The 20- foot minimum spacing between multi-family buildings is fine.

Ms. Girvin: I don't understand measuring the height on existing grade vs. average grade. (Mr. Mosher explained the grading measurements using sections in the packet.) Does the private drive align with the alley? It looks like it doesn't. I thought it did. (Mr. Sam Kellerman, BHH Partners: They do not align. If we try to align them, they are interfering with utilities such as a hydrant and utility poles, etc.) I don't understand the pocket park by Main Street. Can you please enlighten me? Is it used for buffering? Why is it there? (Mr. Hogan: We wanted to create a green space buffering the housing from Main Street and creating a public area for community use.) (Mr. Mosher: Also, the traffic speed is typically faster here despite the posted limit.) On the drawing sheet A1, you show a sketch of what buildings 1, 2, 3 and 4 look like. Is this set in stone, or is this a general plan? (Mr. Mosher: This is a concept sketch only. The Master Plan notes will have specific notes addressing the architecture. There may be an exhibit too)

Final Comments: This is certainly a gateway to our community. Its appearance is very important. I do support over lot grading the lot, because it is already disturbed. Negative points are warranted because of the site disturbance for the over-lot grading. There is so much impervious surfacing in this project. I don't understand why. The pocket park and detention pond in front do not match the historic settlement pattern of the Historic District. It just seems random and not cohesive. Would prefer more work force housing here. I agree that the site needs to be filled in to match the grade of Main Street at French, but I am not okay with bringing in another ten feet of fill and adding 35 feet of building on top of that. As for Policy 8/A: No, it does not meet this Policy. That home site will

be very visible. When the Lodgepole pines die, it will take 75 years for the trees to regain a natural height to screen the house from view. Ready for final? That is up to you.

Mr. Bertaux: How would we have a discussion about height? (Mr. Mosher: Based on if the Commission would allow grade averaging.) (Mr. Tim Gerken, BHH Partners: If you drop the development down to the current grade, there will be even more disturbance with retaining walls and tree destruction.)

Final Comments: I apologize for missing the last meeting. I have a better understanding of the project today than my first impression. I support the initial grid module. I would support another unit of affordable housing. This might counter a project that is only being used a few months out of the year by most of the residents. I'm concerned about adding ten feet of fill to the grade and then adding 35 feet of building on top. I would like to see that 35 foot building height number come down if possible, or somehow lessen the grade to alleviate the impact of the height seen by neighbors. I'm not convinced that this private drive coming out onto French Street is the best solution. It will be hard for people to see around the nearby condos to get out safely. Maybe this drive should be one-way to lessen the conflicts with the current alley and street. The park is a great idea. More green space is a better aspect of the community. However, a traditional front yard reflecting the look of the historic district would be preferred instead of unused green space. It doesn't have to be cookie-cutter, just cohesive. The single family house may be a whole other situation. A 200-foot driveway is too long, not energy efficient in plowing, etc. On the steep side, it seems like the retaining wall and house need more engineering. Can't this be pushed back away from the steep slope, creating less of a visibility issue? I appreciate that you have lowered the overall building height to 30-feet. Beefing up the landscaping, both around the single family and around the lower site as well, will be important. On the single family lot, pulling that driveway away from the edge seems to be the safer way, as well as a more aesthetically pleasing way to go. Don't just provide an option for solar panels; make it mandatory if you want points. Given that most people support the private drive through the lower development, then I would go for the average slope. I agree with 20 feet spacing between the multi-family buildings.

Mr. Pringle: If the private drive didn't have to align with the alley, what would that access look like? How far down do those pockets of grading between the multifamily driveways go, are they very deep depressions? I'm not in favor of the current alignment. (Mr. Gerken: Driveways slope at 6-10 inches, for drainage. The depressions are a few feet below.) (Mr. Hogan: The BBC site is currently graded too low and does not drain properly. That is another reason why we have proposed the new fill.) I just want to know what the proposed grading looks like. Here, it looks like it is dramatic and steep. (Mr. Hogan: Another computer model was shown depicting the proposed over-lot grading.)

Final Comments: I'm not in favor of filling this site for drainage purposes and to correct damage created by the Applicant. The homes along Main Street could reinforce the town grid a little better. Too much land area is provided in front of units 3, 4 and 5. I don't believe they need to raise the grade for the development 10-feet. We're kidding ourselves if we think we can restore the natural grade of this area. It would be easy to develop on the existing flat site. Most developers want a flatter site. Also, I believe there is too much density in the back portion of the duplex lots. The historic grid needs reinforcement too. I don't believe that this is a safe situation coming off French Street. The existing alley makes for a dangerous access egress situation. For the single family home site, a 200-foot long driveway is excessive anyway you look at it. They did not look at the impacts of this location enough. Moving the envelope two feet is not enough. They need to look at a different alternative. This is a critically important property in our Town. Don't fast track this review. We need to sit back and look at the impacts it will have in more detail. Don't rush the development review process. I do not support raising the lot 10 feet. Lifting the site up will not be the aesthetic way to develop this site. Will overwhelm the appearance at the entrance to Town. I do not support the access and egress plan, before or now. On the master plan notes, as far as the design, materials and architectural look, I support. I think there will be negative points for site disturbance any way you look at it. Policy 8/A, no, does not meet this policy. A reduction in density is called for here.

Mr. Lamb: The current Main Street intersection is not pedestrian friendly, so I support the park/green space proposed and look forward to the improvements at the intersection. The grid pattern, architecture and materials are all okay. I support filling the site, maybe not with ten feet, but six or seven. Keep to a minimum. I don't see negative points for the multi-family site disturbance, because you're returning it to the original site grade and maintaining the development in the existing disturbed area.

I thought that the single family site needed to be buffered more. I need to go back to the site for another look.

Mr. Allen: The multi family site, I support the architecture, but not materials. I believe they should complement the historic character of Main Street more. I would support the proposal to re-fill the site, but I'm concerned about the impacts of an overall 40 to 45 foot height increase. So try for minimum fill, and maybe bring down the height of the buildings. Yes, there should be negative points for site disturbance. The building separation of 20 feet is fine. I agree with Ms. Girvin's comments about too much impervious surface. Try to reduce. I believe that there is an access problem at French Street, needs more attention. The single family site plan has some ridgeline development problems. Policy 8 suggests relocating density if it does not meet the policy. I see 8 acres of alternative site for this single family building, so I do not support the proposed single family site. I do not believe that you are ready for final hearing. I think that we should take care and concern about this important project. Overall, this is great project. Thank you.

2. Nauman Residence Historic Renovation and Landmarking (MM) PC#2010030, 211 East Washington

Mr. Mosher presented a proposal to perform an extensive exterior restoration of the historic house and remodel of the non-compliant addition. The reconstruction of the historic house will include a full basement beneath the historic portion of the footprint within the property lines and a window well outside the property line along the west edge of the site. A variance is sought for noncompliance with Priority Policy 80/A of the Handbook of Design Standards for the Historic and Conservation Districts. Local landmarking of the property is also requested.

Changes since the June 1, 2010 Meeting

1. The on-site parking plan has been modified showing a reduced encroachment for the parking spaces. There is now only 2'-1 3/4" of the required 18-foot extending over the north property line.
2. On the lower level (new basement level) the 3'-6" encroachment at the northwest corner (into the alley ROW) has been eliminated. Now, beneath the existing bay window there is only a new foundation area with less than 5'-0" clearance.
3. An egress window well along the west wall of the basement level is shown within the alley right of way.
4. The basement is being shown as completely unfinished.
5. Overall and Above Ground Density have been slightly reduced.
6. The exposed portions of the foundation are to be textured as "Dark Stain Textured Concrete".
7. The proposed architecture remains as presented at the last hearing.
8. Metal newels have been added to the restored railings. (Staff prefers wood.)

The overall concept of this major rehabilitation remains unchanged since the last review. There are concerns to be addressed before this proposal can proceed to final. The attorney has indicated that he can accommodate any decision the Commission makes to ensure the conditions are unique to this property. A variance will be processed as a Condition of Approval at final review for Policy 80-A.

1. Would the Commission recommend that the Council support the agent's request to allow the egress window well behind the historic bay window in the alley ROW?
2. Did the Commission believe the exterior stairs and separate entry to the basement should be removed to discourage any possibility of a future illegal accessory apartment?
3. Did the Commission believe that the metal newels for the historic porch and stairs should be changed to wood?

With this submittal, the basement will be completely unfinished, with concrete walls, gravel floors, and exposed framing. Glen Morgan, Chief Building Official, said that in order to build any improvements here, concrete must be poured from the outside. Can't be 'snuck' in and will require building, plumbing and electrical permits to finish. Staff would add Conditions of Approval to not allow 220 volt outlets or natural gas lines in the basement space to discourage any bandit accessory unit.

Staff is exploring the possibility of interpreting Policy 80A (historic link to new additions) in the Historic handbook as being "non-applicable". This is not a new addition; it is an existing addition that is being modified. Staff will process an encroachment license agreement for all existing encroachments. The basement density that occurred outside the

property line has been removed. Utilities and drainage are no concern. We are asking the Commission to comment on allowing a window well in the alley ROW that would align with the existing bay window encroachment. Also, the applicant is asking for the Commission's input regarding keeping the exterior access stair to the basement. The applicants are not seeking to put in a bandit unit. There is no code basis for disallowing these stairs.

Ms. Janet Sutterley, Architect: We (the Naumans and the contractor) have crunched cost numbers for the overall project, and the first thing to go is the basement and the level of finish down there. Make no mistake that four or five years down the road, we will want to finish it, but not now. The basement window well is needed for cross ventilation and natural light. In calculating, there was no available existing density for the full space beneath the window well, so, it was eliminated. There are two main issues for you: the Town Attorney had no issue with the window well on the West side pending your approval. There will be no change of grading, not additional density, no visible impact from it. Without that window well, a bedroom will only be able to be in the northeast side of the basement, that's it. Is that a Building Code issue? No. The rec-room could be ventilated mechanically. However, in my opinion, that is not a good solution. Also, it's not green; it's not fun to live in a space without natural light. I think it is very important to have a secondary living area in this space for future livability. The second item is the concern expressed over a possible future banded unit. We're not trying to get away with anything here. They are looking to do this renovation to increase their personal livability, not to increase her rental market and resale of the house. This is for public good. Otherwise, this would be a fully contained, dark basement, with no possibly for natural light or ventilation. Who would want to rent that? We're still proposing to have an outdoor access. How else will we store bikes, grills, etc. on this tiny lot? We need to have an outdoor access to create easy storage of these items. We support "no gas or 220 volt outlet". This will not be an accessory apartment. (Ms. Sutterley presented a list of other nearby homeowners with similar basements who would never allow division of the house into multiple apartment rental living.) I don't think that either of these requests is in violation of our code.

Staff welcomed any additional comments regarding this project.

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

Commissioner Questions/Comments:

Mr. Lamb: Final Comments: I have no issue with the egress window well. Support wooden newels for railings. I still have issues with the exterior stairs. I know that the Nauman's will not take advantage of this, but I think that future tenants and owners will try. I'm not real sure why the basement has a separate entrance. Everything else, I'm okay with except the stairs. Policy 80/A is not applicable.

Mr. Pringle: What activities make this area 'non-livable'? (Mr. Mosher: It will count as density for calculations. When the Naumans or the next owner wishes to make it livable.)

Final Comments: The window well is either an issue or not with the attorney. (Mr. Mosher: Pending decision from the Commission, it's not. Mr. Berry indicated that Findings can prevent establishing precedent with your decision.) Great, then it's not an issue. I'm OK with the window well. I'm concerned about the basement being finished and used illegally, but... if it were placed illegally we would look after. We have to deal with that all over Town already. We could deal with that when it happens. I'd be willing to go with the unfinished basement with the stair entry in this particular case. I support 80/A being non-applicable.

Mr. Bertaux: I'm in favor of the window well, the stairway, the wooden newels.

Ms. Girvin: The actual square footage is including the basement? (Mr. Mosher: For the report the basement density has been separated from the overall pending locally landmarking. Still subject to water taps and similar fees.) The entire density is how a realtor will advertise this house. I don't get the metal vs. wood thing. (Ms. Sutterley: When used in larger portions, metal is less 'busy' than wood and offer's more light. Can easily switch.) Ms. Sutterley, do you have window wells for cross ventilation in the basement of your historic renovation under construction now on Harris Street? (Ms. Sutterley: Yes, I do.) My last question is on landscaping, why is a Balsam Poplar not proposed here? Our Balsam Poplars here in town are nearing the end of their life cycle. We will be really sad when they are all gone.

Final Comments: I'm still not comfortable with the stairs. Can be OK with the window well. Whether there is a potential for future basement illegal usage or not, I feel that the stairs take away from the lot. I do not think that they are necessary in this project. There is too much program on the

site. We are naive if we think that any future residents will not turn this into an accessory apartment. I think this could be a windowless 'entertainment room'. Policy 80/A is inapplicable.

Mr. Schroder: Another density question. What happens when the homeowners put a rec-room in that basement? (Mr. Mosher: It still counts as density now, even though it is unfinished. The Sanitation District will wait for improvements before charging tap fees.) I am in favor of the window well, efficiency, stairs. 80/A is not applicable. From this project, the Town is getting a great historic restoration and renovation.

Mr. Allen: I don't think that the west window meets Policy 9, Building Placement, so I'm not in favor of supporting it. Also still do not support allowing any of the parking in the Town Right of Way. I have no issue of the illegal apartment and the access stairs. If it comes up in the future, we can deal with it then. I believe that you could put in 220, gas, etc. if needed for a laundry unit, or gas fireplace if you wanted. We just need to reinforce the legality of livability. Support Policy 80/A as not applicable. Other than that, good.

OTHER MATTERS:

1. Class C Subdivisions Approved 1/1/10-6/30/10 (CN) Memo Only

Mr. Neubecker presented a memo listing the Class C Subdivisions approved during the first 6 months of 2010. There was one Class C Subdivision approved during the period: PC#2010020, One Ski Hill Place Condominiums, 1521 Ski Hill Road.

ADJOURNMENT

The meeting was adjourned at 11:33 p.m.

Rodney Allen, Chair

Memorandum

TO: Town Council
FROM: Tom Daugherty, Town Engineer
DATE: 7/8/2010
RE: Public Projects Update

Asphalt Overlays

This project is completed.

Bicycle Lanes Striping and Signage

The striping is complete except for the sharrows on Wellington. The signs are being made and will be placed once they are ready.

Recreation Center Locker Room Remodel

As you know the Recreation Center was built in 1991 and a study was conducted in the last few years that identified various major maintenance items that need to be addressed in this aging facility. These maintenance items are stand alone items that are unlikely to be impacted by a Recreation Center renovation or addition. The locker rooms were once of those items. Stais Architects was chosen as the designer and Base Building is the contractor.

We have been putting together plans for the locker room remodel and developing estimates. Part of this process was to conduct a survey and hold an open house. We developed an understanding of what works in this facility and what needs some changes. We received feedback that the users would like to see the showers remodeled and the men's shower with partitions instead of gang showers. We will also replace the epoxy flooring with tile because the cost would be less over the long term.

The cost for both locker rooms exceeds the budget of \$250,000. In order to complete all of the improvements, we recommend one locker room be completed in 2010 and the second in 2011. This will avoid over spending this year and help the logistical closing of the locker rooms for the renovation by doing one at a time.

MEMO

TO: Breckenridge Town Council
FROM: Laurie Best-Community Development Department
DATE: July 7, 2010
RE: MEMO ONLY-Housing Highlights Report

Enclosed with this memo is a Housing Highlights report prepared for the Summit Combined Housing Authority. The report was provided by Rees Consulting. This firm has provided the Town with housing information in the past, most recently related to the 2008 Workforce Housing Action Plan which was adopted by the Council in March of 2008. It should be noted that this report is not a Housing Needs Assessment which would project the demand for affordable housing units. This report is intended to present a snapshot of the housing market conditions in Summit County as of May 2010. The last Housing Needs Assessment for Breckenridge/Upper Blue was done in 2006 and staff recommends that assessment be revisited in 2011 after updated census information is available.

This snapshot report is provided to the Council as background and for your information. We have not scheduled a worksession to discuss the report, but staff felt that some of the information in the report would be of interest to the Council. Some of the highlights that should be considered as the Town continues to work on affordable workforce housing policies and projects include:

- There is a gap in affordable housing, particularly for lower AMIs (>115% AMI) for home buyers based on market prices. The 2010 AMI is \$87,200 for a 4 person household. The maximum affordable price is \$343,384. Median sale prices are \$398,500 for condos and \$1,100,000 for single family homes.
- Rental options are more available and affordable for lower AMIs.
- There has been job loss and increased unemployment since the 2007 peak. The number of jobs in the County currently remains close to 2005 levels.
- Only 37% of the housing units are occupied (vacation homes account for the majority of the housing stock).
- Accommodations and Food Service industry is the largest employment sector. There is a large percentage of jobs in low-wage industries.

The report does provide a helpful snapshot of current conditions and can be used as a baseline to measure change over time.

Housing Highlights

A Snapshot of the Market in Summit County, CO

Rees Consulting, Inc.

Key Indicators

2010 Median Income (4 persons)	\$87,200	
Affordable Price	\$343,384	
Affordable Rent	\$2,180	
Median Price -- Single Family	\$1,100,000	
Income Required	\$280,000	
AMI Required	321%	
Median Price -- Condos	\$398,500	
Income Required	\$100,000	
AMI Required	115%	
Median Rent	\$1,140	
Income Required	\$45,600	
AMI Required	52%	
Change in AMI, 2009 - 2010	2.50%	
Unemployment Rate (Mar '10)	5.5%	
Housing Units : Jobs	1.43:1	
Total Housing Units	100%	32,362
Occupied Units	37%	11,895
Renter Occupied	30%	3,569
Owner Occupied	70%	8,327
Vacant Units	63%	20,467

An income of over 320% AMI is needed to afford a single family home at the current median list price. Prices are based on 5% down with a 30-year mortgage fixed at 5%.

Key Findings

While the availability of both rental units and entry-level homeownership opportunities have improved, Summit County remains an expensive place to live.

Jobs, employment, housing prices and the number of residential units sold all peaked in 2007. Since then, the number of jobs has declined 7%, the unemployment rate has jumped over two points to 5.4% and the number of units sold dropped from nearly 2,600 to around 900 in 2009.

It's a buyers' market in Summit County with a large inventory of nearly 1,500 units listed for sale, which equates to a 19.7 month inventory based on last year's sales activity.

Home prices have remained relatively steady with an increase of 7% in the average price of single-family homes and a decrease of 6% in condos/townhomes between '07 and '09. Foreclosures continue to climb yet remain lower than the state average.

Rents have remained flat with increases in the vacancy rate but apartment vacancies have remained at or below 5%.

In comparison to the rest of Colorado, the unemployment rate is lower, as is the apartment vacancy rate. The price of single-family homes is more than four times higher, the price of condos/townhomes is about 2.6 times higher but the average apartment rent is only slightly higher.

Population and Housing Estimates

Summit County's population is now nearing 30,000, an increase of approximately 6,400 persons since 2000.

Housing units outnumber people in Summit County, a situation unique to resort areas with a high percentage of vacation homes. Of the 32,362 residential units in the

Population and Housing Estimates

	2000	2005	2010
Population	23,548	27,583	29,951
Household Population	22,621	26,656	29,024
Persons/HH	2.48	2.44	2.44
Total Housing Units	24,201	31,047	32,362
Occupied Units	9,120	10,912	11,895
Vacant Units	15,081	20,123	20,467
Vacancy rate	62.3%	64.9%	63.2%

Rate of Growth

An average of 353 units were added annually to Summit County's inventory during the past three years, which equated to a growth rate of about 1% per year.

Growth in Breckenridge outpaced the rest of the county, with 33% of units built in 2009. About 39% of residential construction occurred in unincorporated areas.

Construction dropped off sharply in 2009 with less than half the number of CO's issued the previous year.

Note: These figures do not include 108 lodge units and 26 condo/hotel units built in 2009.

Relationship between Jobs and Housing

Jobs do not appear to be the driver in population and housing growth. The number of jobs in Summit County increased only 4% between 2000 and 2010, with a net gain of only 862 jobs. This suggests that estimating future housing needs based on job growth projections will underestimate population growth and housing demand.

county, only 11,895 or 37% are occupied by residents. The other 63% are vacant. Of these, nearly 90% are second homes or short-term vacation rentals.

The number of occupied or "primary" residences increased just over 30% between 2000 and 2010. This rate was higher than the overall growth in population.

The increase in occupied or "primary" homes outpaced population growth, which is typically an indication of an improvement in the housing supply relative to demand. The small decrease in household size is in line with demographic trends in the state.

Though not captured by this data, there are reports of both increases in home vacancies and overcrowding as residents who have lost their jobs or are earning less have moved in together to share housing expenses.

Residential Certificates of Occupancy (CO's)

	2007	2008	2009	Percent
Incorporated Areas				
Breckenridge	139	189	76	33%
Blue River	0	0	0	0%
Dillon	4	43	3	1%
Frisco	61	7	19	8%
Montezuma	3	1	0	0%
Silverthorne	40	53	44	19%
Subtotal	247	293	142	61%
Unincorporated Areas				
Lower Blue	23	32	28	12%
Snake River Basin	47	40	16	7%
Ten Mile Basin	10	42	19	8%
Upper Blue	58	35	27	12%
Subtotal	138	149	90	39%
Totals	385	442	232	100%

Growth Rates Compared

	Change	Percent
	2000-2010	Change
Population	6403	27.2%
Jobs	862	4.0%
Total Housing Units	8161	33.7%
Occupied Housing Units	2775	30.4%

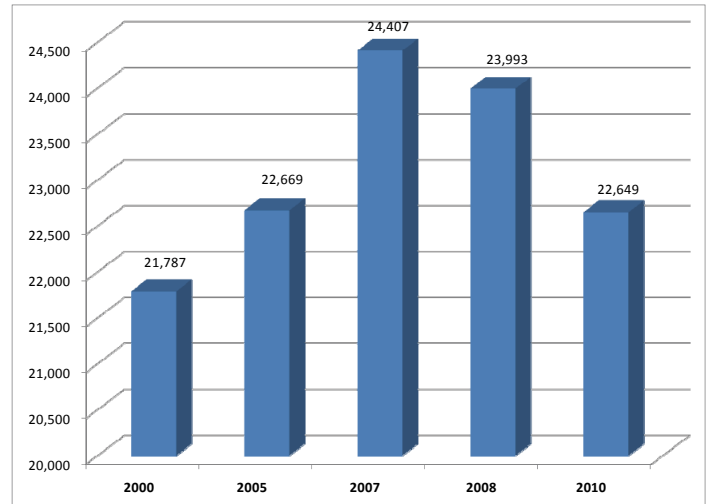
Economic Indicators

Jobs and Wages

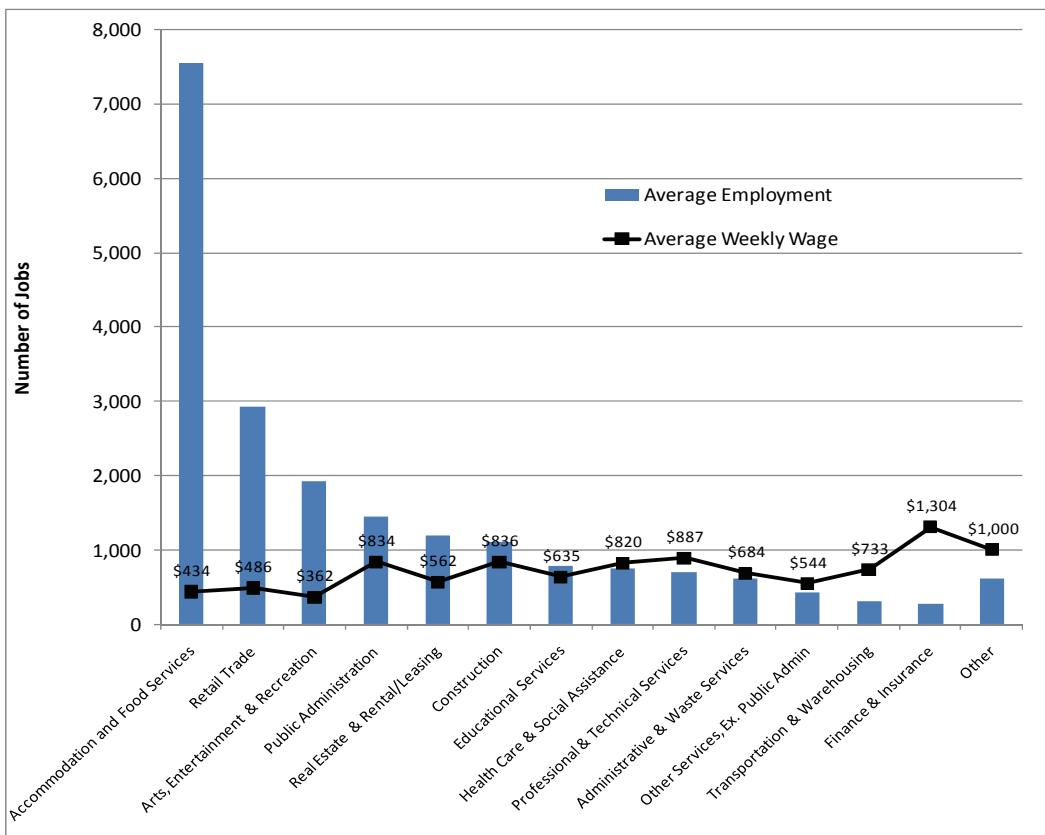
Currently there are about 22,650 jobs in Summit County. This is down from the peak of 24,407 jobs in 2007. This loss of 1,758 jobs equates to a decrease of just over 7%.

The average annual number of total jobs remains close to 2005 levels. There are no estimates, however, on under employment due to reductions in hours worked and income earned.

Total Jobs, 2000—2010



Jobs and Wages by Industry, 2009



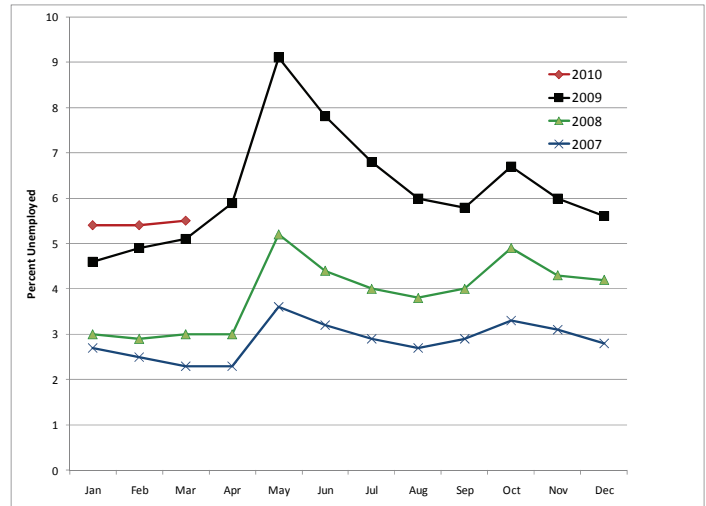
The Accommodation and Food Services industry is by far the largest sector in Summit County generating about 37% of total jobs. Retail Trade is next with 14% followed by Arts, Entertainment and Recreation with 9%. These three industries pay lower average weekly wages than any other industry in the county.

The large percentage of jobs in low-wage industries makes providing housing that is affordable for the average wage earner a difficult challenge.

Unemployment

In 2007, the rate generally stayed below 3%, which is generally considered full employment with labor shortages in some sectors. With job losses starting in 2008, unemployment has been on the rise. The unemployment rate jumped sharply in the summer of 2008 and continued to rise through 2009 finishing the year at 5.6%. Thus far in 2010, unemployment has remained flat at 5.4% with an average of 375 fewer persons working from January through March compared with last year. Unemployment remains highly seasonal in Summit County reaching its lowest levels during the ski season. It also drops in the summer months. The spike in the spring is much larger than in October, probably due to construction activity and fall tourism.

Unemployment by Month 2008—2009



The Rental Market

The median rent for a for a sample of approximately 340 apartment units was \$927 as of the third quarter of 2009. Since most of Summit County’s apartment complexes are subsidized, the rates shown to the right likely include a combination of free market and income-restricted rates.

Rents and Vacancies by Unit Type, 3rd Qtr 2009

Unit Type	Average Rent	Median Rent	Vacancy Rate
1 BR	\$770	\$905	2.0%
2 BR 1 BA	\$798	\$883	4.0%
2 BR 2 BA	\$880	\$888	3.8%
3 BR	\$980	\$964	6.7%
Overall	\$888	\$927	5.0%

Vacancy Rates by Quarter

Calendar Quarter	Vacancy Rate
3rd Qtr 09	5.0%
1st Qtr 09	2.7%
3rd Qtr 08	2.9%
1st Qtr 08	3.4%
3rd Qtr 07	4.0%

Vacancies at apartment complexes have been increasing, reaching 5% in 2009. This rate is still low relative to many market areas, however, and is sufficiently low to warrant consideration of additional rental units.

Vacancies are lowest among smaller units and increase with unit size and rent rates.

The American Community Survey reported that the median contract rent for all types of rental units was \$1,140 in 2008, with 56% of renter households paying \$1,000 or more per month for rent. This rate reflects the higher cost of condominiums and single-family home rentals.

While the rental market has softened somewhat, vacancies have not been high enough for long enough for rents to drop significantly. Rates have generally remained flat as of late or increased slightly for the more desirable units.

The Homeownership Market

Sales and Pricing

The number of MLS-listed homes sold in Summit County has dropped from a high of 2,585 total units in 2007 to only 911 units in 2009. Condominium /townhome sale have been volatile, increasing 59% between 2000 and 2007 then decreasing 260% by 2009. Single-family home sales have been steadier with a decline of 95% in the number from 2007 to 2009.

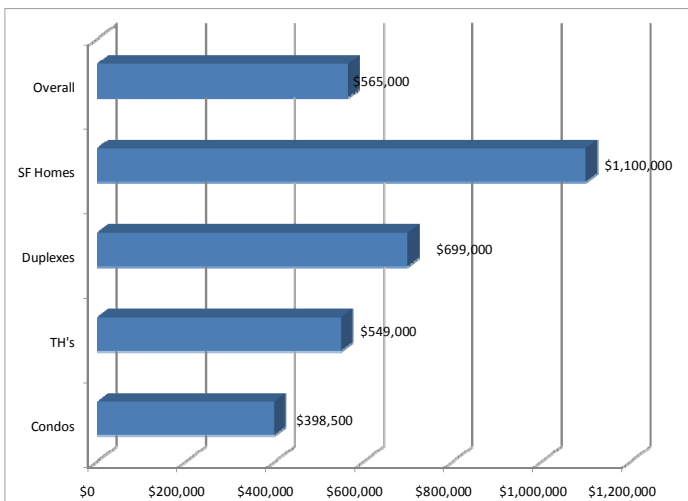
The 1,492 units listed for sale equates to a 19.7- month inventory based on 2009 sales activity.

Current Listings

The average prices of both single family homes and condo/townhomes listed for sale as of February were significantly higher than the averages for homes sold in 2009. This suggests two things: 1) home prices have not dropped steeply and 2) the most expensive units are staying on the market while the less expensive units sell.

Of total units listed for sale, 40% were priced from \$200,000 to \$500,000. Approximately 75% of these were older condominiums designed for vacation use with high

Median Price of Units Listed by Type, Feb. 2010



Sales 2000—2009 and Feb. 2010 Listings

	2000	2005	2007	2009	Feb-10 Listings
SF/Duplex					
# of Units	875	729	644	364	567
Average Price	\$ 423,509	\$ 646,394	\$ 865,394	\$ 929,398	\$ 1,302,066
Condo's/TH's					
# of Units	1,218	1,738	1,941	537	925
Average Price	\$ 226,924	\$ 288,724	\$ 417,862	\$ 394,622	\$ 565,792
Total Units	2,093	2,467	2,585	911	1,492

The average price of single-family homes continued to increase through 2009, up a modest 7% from 2007 while the average price for condominiums and townhomes decreased 6%. These changes in the average may not reflect price adjustments in individual units, however.

Active Listings, Feb. 2010

Price	Condos	TH's	Duplexes	SF Homes	Overall	% of Total
Less than \$200,000	63	0	0	1	64	4.3%
\$200,000 - \$299,999	176	16	4	4	200	13.4%
\$300,000 - \$399,999	154	30	14	14	212	14.2%
\$400,000 - \$499,999	118	26	8	33	185	12.4%
\$500,000 - \$599,999	58	24	10	31	123	8.2%
\$600,000 - \$699,999	51	19	12	28	110	7.4%
\$700,000 - \$799,999	18	16	6	32	72	4.8%
\$800,000 - \$899,999	16	14	13	51	94	6.3%
\$900,000 - \$999,999	15	10	7	27	59	4.0%
\$1 - \$2 million	71	12	12	178	273	18.3%
\$2 million+	18	0	1	81	100	6.7%
Total Listings	758	167	87	480	1,492	100%

HOA dues that decrease their affordability. Another 25% were priced over \$1 million. The middle range of the market -- \$500,000 to \$1 million, is less saturated.

The median price of single-family homes listed for sale as of February was \$1.1 million. There are large differences in price among the various types of units. At just under \$400,000 the median price for condos equaled about 36% of single-family homes. There was about a \$150,000 difference between townhome and duplexes. Single-family homes are priced notably higher than duplexes, a difference of over \$400,000 in the median list price.

Foreclosures

Foreclosures have been on the rise in Summit County, with 300 in 2009, which is more than double the number in 2007. In the first quarter 2010, 95 foreclosures were filed. If this trend continues, the total will climb to about 380 by the end of the year.

Of foreclosures filed in the past three years, about 70% were resolved. The County's foreclosure rate is .7% or one per 139 housing units.

This number of timeshare foreclosures has remained

Foreclosures in Summit County

	2007	2008	2009	1st Qtr 2010
Foreclosures Filed	143	193	300	95
Resolved	106	137	207	49
Went to Sale	37	56	93	46
Timeshares	67	76	64	N/A

about steady, suggesting that timeshares are not indicative of other units. The County Treasurer reports that many of the foreclosures are on vacation homes with owners from outside of Summit County.

Comparison with Colorado Statistics

Comparison with Colorado Statistics

	Summit County	State of Colorado
2009 Price – single family	\$929,398 average	\$214,584 median
2009 Price – condos/TH's	\$394,622 average	\$150,333 median
Units Sold – change since 2008	-7% SF; -33% C/TH	-12% SF; -13% C/TH
Average Apartment Rent – 3 rd Qtr '09	\$888	\$839
Apartment Vacancy Rate – 3 rd Qtr '09	5.0%	7.9%
Foreclosures - % of units; 1: "X" units ratio	.7%; 139	1.1%; 94
Unemployment – Mar 2010 (not seasonally adjusted)	5.5%	7.9%
2010 AMI - 4-person household	\$87,200	\$75,900 Denver MSA

Rees Consulting, Inc.

Housing that is affordable for all incomes is an integral ingredient of community preservation, a sustainable economy and smart growth.

Mailing Address

Rees Consulting, Inc.
PO Box 3845
Crested Butte, CO 81224

Phones

Land line: 970-349-9845
Mobile: 303-579-4741

Email

melanie@reesconsultinginc.com

Shipping Address

Rees Consulting, Inc.
431 Meridian Lake Dr.
Crested Butte, CO 81224

Website

www.reesconsultinginc.com

Sources

Population and Housing - Colorado State Demography Office

Total Jobs - Colorado State Demography Office

Jobs and Wages by Industry - Quarterly Census of Employment and Wages (QCEW) published by Colorado Department of Labor and Employment

Homeownership Rate - The American Community Survey; Occupancy Characteristics S2501

Unemployment - Colorado Department of Labor and Employment, Labor Market Information

Homes Sales - Summit County Sales Statistics compiled by Keats Ann Scott of Colorado Dreams Broker from Summit Association of Realtors' Multiple Listing Service

Home Listings - Summit Association of Realtors' MLS for Feb 23, 2010 as downloaded by Keats Ann Scott.

Statewide Home Prices - Colorado Association of Realtors

MEMO

TO: Mayor & Town Council

FROM: Tim Gagen

DATE: July 8, 2010

SUBJECT: Committee Reports for 7.13.10 Council Packet

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

Police Advisory Committee (PAC)	Chief Holman	July 1, 2010
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The Police Advisory Committee (PAC) held its bimonthly meeting on July 1, 2010. The Chief and PAC members discussed the following:

- **Opening Comments from the Group:** Chief Holman asked for feedback from the group on any issues they wished to discuss. Dick inquired on the number of Spanish speaking officers within the agency and suggested an incentive for officers to learn Spanish.
- **Medical Marijuana Dispensary Moratorium:** Chief Holman discussed the current moratorium on medical marijuana dispensaries in Breckenridge; the state of current legislation; and, information on the current permitting structure and limitations.
- **Investigations Update:** Assistant Chief Morrison presented the investigations update and details of the arrest of the One Ski Hill burglar/thief, as well as past car thefts and illegal entry into vehicles.
- **Local Recruitment Efforts:** Chief Holman discussed current Police Department vacancies and the search to find local patrol officer candidates. He confirmed that three potential candidates from Summit/Park counties are moving forward in the hiring process with the intention of an August academy start date. PAC members were also informed of two additional POST certified candidates currently moving forward in the hiring process; and the status of the national candidate search that took place in May/June. He confirmed that we will be testing three candidates and invited PAC members to participate in the process. The Sergeant process will take place on July 12th.
- **Parking Management Update:** Chief Homan discussed upcoming changes in the parking management system, including regionalized employee parking and an increase in the price of the employee parking permits. Dick suggested removing the Barney Ford lot as an employee parking option stating it is primarily used by employees, which limits customer parking. Chief Holman agreed to evaluate current parking within the lot.
- **Misc. Updates/Discussion:**
 - Adding PAC members: Chief Holman has spoken with Phil Gallagher and plans to invite him to join the group.
 - Emergency Plan Roll Out: Chief Holman and Assistant Chief Morrison discussed the emergency plan roll out.

Mayor's, Managers & Commissions Meeting	Mayor Warner	July 1, 2010
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1. We discussed Amendments #60, 61 and Proposition #101. Interestingly, a Trustee/Board member from the Town of Blue River is not convinced that Amendment 60 which affects Property Tax is a bad one. He believes that with additional valuation assigned to a variety of non taxed entities will bring more taxable real property to the county coffers and more revenue even in light of decreasing assessed valuations. No one else agreed with him, but it was a lively discussion. This argument makes me wonder if the voting public will ever have enough correct information to make a good vote? The consensus was that the Leadership Council and various Town Boards should do their best in understanding the issues and disseminating factual information.
2. VRBOs: The Town of Blue River has joined CAST because of CAST's efforts concerning VRBOs. A "beta" test has been done on a sample of 25 Breckenridge properties and worked well. The next step may be an "Amnesty Letter" asking for compliance from this point forward.
3. Summit Visitor Information Center: SVIC has lost its space at the Outlet Stores and is looking for a new home on the north side of the county. The outlet stores have begun a "for-profit" information center and their mission is unknown according to Town of Blue River Trustee Rob Wademan.

4. Hidden Gems: Rich Holcroft from the Town of Blue River reported that Congressman Polis and his office have been working with the motorized community. He also claimed that he had information that the USFS Travel Management Plan would be complete in the next few weeks.
5. Tobacco access issues: I had breakfast with a Summit Prevention Alliance staffer, (Hannah Olszewski). She is working on ways to limit youth access to tobacco products and minimizing youth exposure to tobacco and tobacco advertising in Summit County. One concept is a license to sell tobacco products. Colorado is one of seven states in the US that don't require tobacco licenses.
6. XCEL: "Chop and Drop" policy was discussed. The Town of Blue River is having no success in altering XCEL's management of forest waste after clear cutting. They were turned down by the PUC in an appeal of this "no cleanup policy".

Committees	Representative	Report Status
CAST	Mayor Warner/Tim Gagen	No Meeting
CDOT	Tim Gagen	No Meeting
CML	Tim Gagen	No Meeting
Mayors, Managers & Commissions Mtg	Mayor Warner	Included
Summit Leadership Forum	Tim Gagen	No Meeting
Liquor Licensing Authority*	MJ Loufek	No Meeting
Wildfire Council	Matt Thompson	No Meeting
Public Art Commission*	Jenn Cram	No Meeting
Summit Stage*	James Phelps	No Meeting
Police Advisory Committee	Rick Holman	Included
Housing/Childcare Committee	Laurie Best	Verbal Report

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

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

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

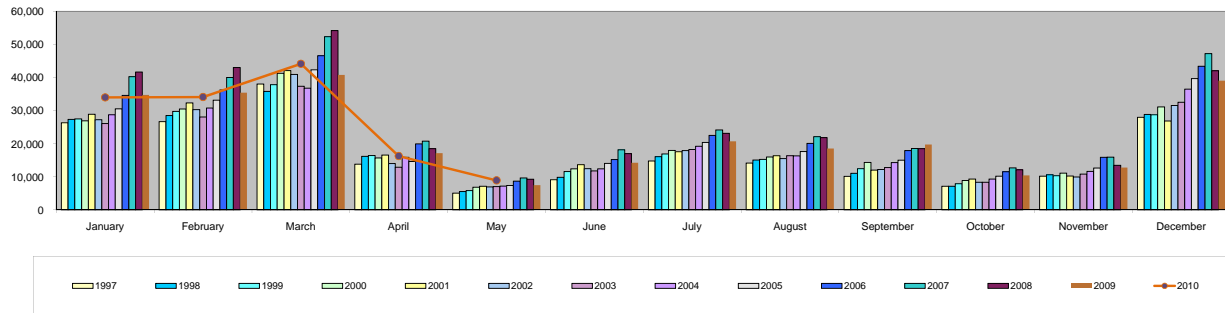
(in Thousands of Dollars)

Total - All Categories*

* excluding Undefined and Utilities categories

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	YTD 2009	YTD 2010	YTD % Change 09-10
January	26,315	27,355	27,490	26,938	28,887	27,264	26,117	28,764	30,549	34,589	40,283	41,665	34,774	34,006	-2.2%	34,774	34,006	-2.2%
February	26,667	28,510	29,777	30,510	32,350	30,295	28,093	30,808	33,171	36,236	40,034	43,052	35,439	34,127	-3.7%	70,213	68,133	-3.0%
March	38,037	35,824	37,843	41,307	42,120	40,962	37,377	36,807	42,370	46,603	52,390	54,237	40,803	44,167	8.2%	111,016	112,300	1.2%
April	13,809	16,196	16,407	15,702	16,565	13,982	12,868	15,894	14,635	19,963	20,758	18,483	17,160	16,258	-5.3%	128,176	128,558	0.3%
May	5,024	5,530	5,822	6,816	7,107	6,914	7,028	7,179	7,355	8,661	9,629	9,251	7,459	8,911	19.5%	135,635	137,469	1.4%
June	9,093	9,826	11,561	12,400	13,676	12,426	11,774	12,395	14,043	15,209	18,166	16,988	14,246	0	n/a	149,881	137,469	n/a
July	14,791	16,080	16,899	17,949	17,575	17,909	18,273	19,208	20,366	22,498	24,168	23,160	20,734	0	n/a	170,615	137,469	n/a
August	14,145	15,077	15,253	15,994	16,389	15,508	16,362	16,326	17,625	20,071	22,125	21,845	18,552	0	n/a	189,167	137,469	n/a
September	10,099	11,033	12,427	14,310	12,002	12,224	12,778	14,261	15,020	17,912	18,560	18,481	19,743	0	n/a	208,910	137,469	n/a
October	7,120	7,132	7,880	8,876	9,289	8,323	8,311	9,306	10,170	11,544	12,687	12,120	10,434	0	n/a	219,344	137,469	n/a
November	10,173	10,588	10,340	11,069	10,211	9,942	10,780	11,604	12,647	15,877	15,943	13,483	12,775	0	n/a	232,119	137,469	n/a
December	27,965	28,845	28,736	31,107	26,870	31,564	32,525	36,482	39,687	43,431	47,258	42,076	39,058	0	n/a	271,177	137,469	n/a
Totals	203,238	211,996	220,435	232,978	233,041	227,313	222,286	239,034	257,638	292,594	322,001	314,841	271,177	137,469				

2010 Monthly Sales Tax Activity (in thousands of dollars)



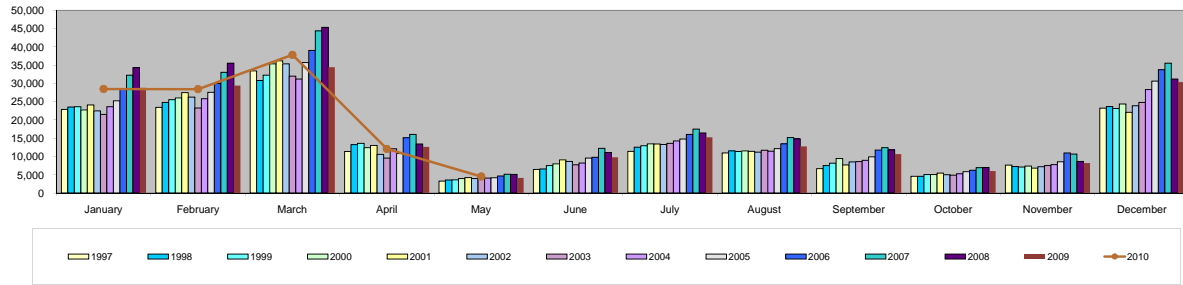
**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Retail-Restaurant-Lodging Summary

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	YTD 2009	YTD 2010	YTD % Change 09-10
January	22,893	23,523	23,629	22,723	24,118	22,465	21,509	23,620	25,240	28,528	32,258	34,290	28,793	28,470	-1.1%	28,793	28,470	-1.1%
February	23,443	24,805	25,532	26,044	27,464	26,258	23,253	25,826	27,553	29,972	33,039	35,511	29,387	28,426	-3.3%	58,180	56,896	-2.2%
March	33,414	30,809	32,254	35,348	36,196	35,344	31,988	31,209	35,705	39,051	44,390	45,338	34,421	37,818	9.9%	92,601	94,714	2.3%
April	11,347	13,256	13,579	12,426	13,029	10,587	9,562	12,102	10,773	15,134	16,025	13,410	12,642	12,066	-4.6%	105,243	106,780	1.5%
May	3,264	3,565	3,610	3,949	4,203	3,950	4,331	4,095	4,179	4,647	5,146	5,111	4,109	4,511	9.8%	109,352	111,291	1.8%
June	6,451	6,588	7,513	8,001	9,058	8,619	7,724	8,217	9,568	9,789	12,225	11,112	9,789	0	n/a	119,141	111,291	n/a
July	11,405	12,527	12,944	13,464	13,406	13,292	13,590	14,248	14,766	16,038	17,499	16,446	15,251	0	n/a	134,392	111,291	n/a
August	10,981	11,517	11,352	11,542	11,407	11,174	11,717	11,429	12,122	13,446	15,167	14,815	12,755	0	n/a	147,147	111,291	n/a
September	6,687	7,492	8,160	9,443	7,666	8,513	8,599	8,940	9,897	11,761	12,418	11,794	10,642	0	n/a	157,789	111,291	n/a
October	4,560	4,578	5,049	5,054	5,425	4,991	4,855	5,257	5,824	6,248	6,934	6,977	6,010	0	n/a	163,799	111,291	n/a
November	7,617	7,255	7,122	7,352	6,816	7,174	7,511	7,771	8,557	10,963	10,650	8,637	8,200	0	n/a	171,999	111,291	n/a
December	23,219	23,650	23,124	24,361	22,090	23,901	24,818	28,314	30,619	33,736	35,517	31,211	30,361	0	n/a	202,360	111,291	n/a
Totals	165,281	169,565	173,868	179,707	180,878	176,268	169,457	181,028	194,803	219,313	241,268	234,652	202,360	111,291				

2010 Monthly Sales Tax Activity (in thousands of dollars)



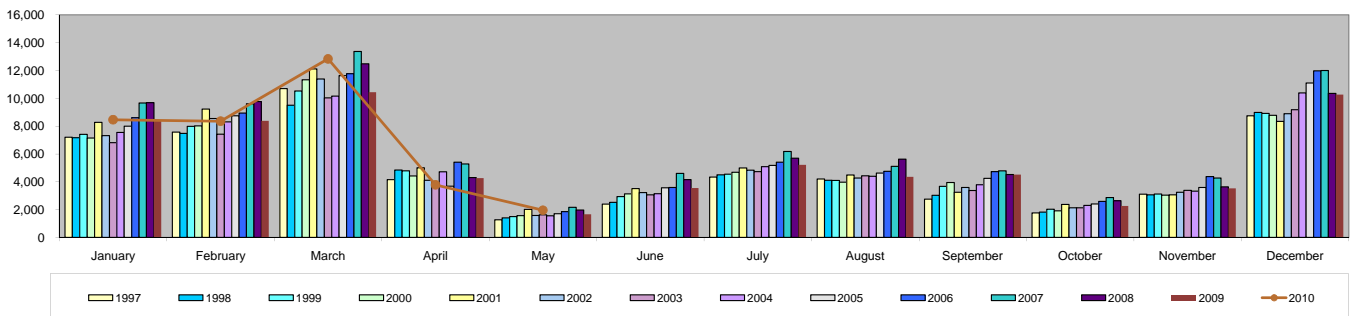
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Retail Sales

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	Actual 2009	Actual 2010	YTD 09-10
January	7,205	7,173	7,411	7,149	8,271	7,320	6,807	7,545	8,001	8,607	9,665	9,684	8,416	8,461	0.5%	8,416	8,461	0.5%
February	7,568	7,474	7,983	8,024	9,231	8,549	7,418	8,312	8,744	8,942	9,607	9,763	8,385	8,358	-0.3%	16,801	16,819	0.1%
March	10,702	9,507	10,525	11,337	12,116	11,390	10,028	10,162	11,632	11,774	13,373	12,479	10,437	12,836	23.0%	27,238	29,655	8.9%
April	4,156	4,841	4,789	4,423	5,008	4,105	3,679	4,714	3,678	5,406	5,287	4,301	4,262	3,777	-11.4%	31,500	33,432	6.1%
May	1,272	1,408	1,492	1,569	2,014	1,583	1,626	1,549	1,708	1,858	2,165	1,965	1,667	1,957	17.4%	33,167	35,389	6.7%
June	2,391	2,521	2,931	3,135	3,514	3,227	3,062	3,140	3,565	3,589	4,597	4,153	3,549	0	n/a	36,716	35,389	n/a
July	4,336	4,499	4,543	4,678	4,998	4,838	4,732	5,087	5,174	5,403	6,176	5,700	5,216	0	n/a	41,932	35,389	n/a
August	4,199	4,109	4,100	3,973	4,492	4,269	4,429	4,397	4,620	4,757	5,110	5,631	4,352	0	n/a	46,284	35,389	n/a
September	2,753	3,021	3,671	3,944	3,242	3,587	3,370	3,781	4,249	4,726	4,783	4,527	4,516	0	n/a	50,800	35,389	n/a
October	1,759	1,815	2,024	1,908	2,374	2,132	2,127	2,298	2,404	2,591	2,866	2,635	2,265	0	n/a	53,065	35,389	n/a
November	3,108	3,060	3,124	3,041	3,057	3,249	3,378	3,326	3,586	4,376	4,267	3,641	3,524	0	n/a	56,589	35,389	n/a
December	8,746	8,985	8,919	8,782	8,338	8,893	9,184	10,388	11,099	11,971	12,000	10,358	10,268	0	n/a	66,857	35,389	n/a
Totals	58,195	58,413	61,512	61,963	66,655	63,142	59,840	64,699	68,460	74,000	79,896	74,837	66,857	35,389				

2010 Monthly Sales Tax Activity (in thousands of dollars)



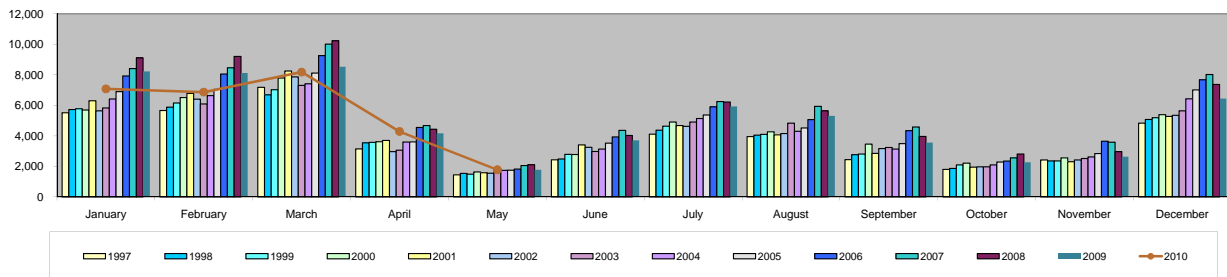
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Restaurants/Bars

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	Actual 2009	Actual 2010	YTD 09-10
January	5,515	5,723	5,784	5,697	6,300	5,644	5,835	6,425	6,897	7,924	8,414	9,117	8,231	7,083	-13.9%	8,231	7,083	-13.9%
February	5,667	5,880	6,162	6,519	6,783	6,412	6,092	6,637	7,047	8,058	8,467	9,208	8,127	6,870	-15.5%	16,358	13,953	-14.7%
March	7,180	6,688	7,031	7,792	8,258	7,870	7,307	7,413	8,117	9,256	10,015	10,240	8,527	8,182	-4.0%	24,885	22,135	-11.1%
April	3,149	3,548	3,576	3,624	3,706	2,967	3,068	3,595	3,609	4,552	4,678	4,440	4,173	4,290	2.8%	29,058	26,425	-9.1%
May	1,454	1,541	1,492	1,641	1,590	1,561	1,808	1,746	1,760	1,832	2,058	2,107	1,783	1,781	-0.1%	30,841	28,206	-8.5%
June	2,437	2,488	2,796	2,779	3,413	3,257	2,982	3,136	3,525	3,938	4,370	4,030	3,712	0	n/a	34,553	28,206	n/a
July	4,113	4,380	4,639	4,910	4,675	4,632	4,913	5,138	5,375	5,905	6,249	6,218	5,931	0	n/a	40,484	28,206	n/a
August	3,953	4,056	4,106	4,270	4,068	4,156	4,832	4,302	4,521	5,067	5,933	5,639	5,319	0	n/a	45,803	28,206	n/a
September	2,452	2,770	2,814	3,468	2,860	3,169	3,249	3,138	3,498	4,340	4,585	3,971	3,563	0	n/a	49,366	28,206	n/a
October	1,807	1,870	2,097	2,220	1,959	1,977	1,978	2,100	2,290	2,352	2,564	2,818	2,279	0	n/a	51,645	28,206	n/a
November	2,428	2,364	2,367	2,558	2,307	2,425	2,520	2,624	2,841	3,651	3,593	2,972	2,641	0	n/a	54,286	28,206	n/a
December	4,834	5,076	5,191	5,393	5,275	5,354	5,646	6,428	7,017	7,681	8,028	7,371	6,447	0	n/a	60,733	28,206	n/a
Totals	44,989	46,384	48,055	50,871	51,194	49,424	50,230	52,682	56,497	64,556	68,954	68,131	60,733	28,206				

2010 Monthly Sales Tax Activity (in thousands of dollars)



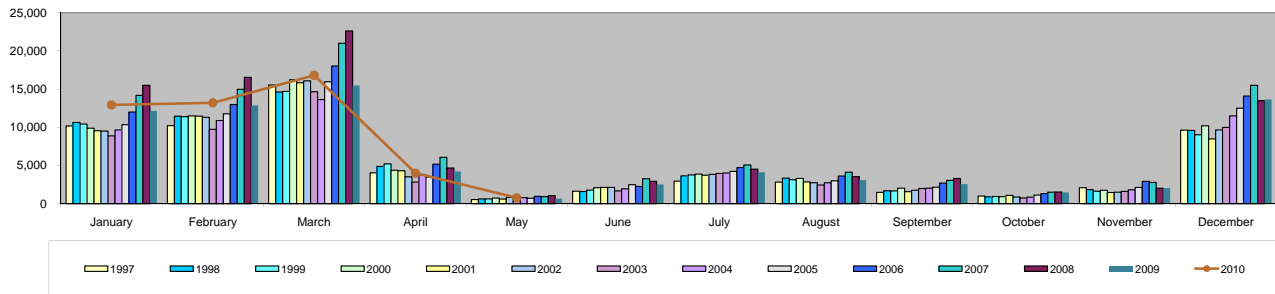
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Short-Term Lodging

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	Actual 2009	Actual 2010	YTD 09-10
January	10,173	10,627	10,434	9,877	9,547	9,501	8,867	9,650	10,342	11,997	14,179	15,489	12,146	12,926	6.4%	12,146	12,926	6.4%
February	10,208	11,451	11,387	11,501	11,450	11,297	9,743	10,877	11,762	12,972	14,965	16,540	12,875	13,198	2.5%	25,021	26,124	4.4%
March	15,532	14,614	14,698	16,219	15,822	16,084	14,653	13,634	15,956	18,021	21,002	22,619	15,457	16,800	8.7%	40,478	42,924	6.0%
April	4,042	4,867	5,214	4,379	4,315	3,515	2,815	3,793	3,486	5,176	6,060	4,669	4,207	3,999	-4.9%	44,685	46,923	5.0%
May	538	616	626	739	599	806	897	800	711	957	923	1,039	659	773	17.3%	45,344	47,696	5.2%
June	1,623	1,579	1,786	2,087	2,131	2,135	1,680	1,941	2,478	2,262	3,258	2,929	2,528	0	n/a	47,872	47,696	n/a
July	2,956	3,648	3,762	3,876	3,733	3,822	3,945	4,023	4,217	4,730	5,074	4,528	4,104	0	n/a	51,976	47,696	n/a
August	2,829	3,352	3,146	3,299	2,847	2,749	2,456	2,730	2,981	3,622	4,124	3,545	3,084	0	n/a	55,060	47,696	n/a
September	1,482	1,701	1,675	2,031	1,564	1,757	1,980	2,021	2,150	2,695	3,050	3,296	2,563	0	n/a	57,623	47,696	n/a
October	994	893	928	926	1,092	882	750	859	1,130	1,305	1,504	1,524	1,466	0	n/a	59,089	47,696	n/a
November	2,081	1,831	1,631	1,753	1,452	1,500	1,613	1,821	2,130	2,936	2,790	2,024	2,035	0	n/a	61,124	47,696	n/a
December	9,639	9,589	9,014	10,186	8,477	9,654	9,988	11,498	12,503	14,084	15,489	13,482	13,646	0	n/a	74,770	47,696	n/a
Totals	62,097	64,768	64,301	66,873	63,029	63,702	59,387	63,647	69,846	80,757	92,418	91,684	74,770	47,696				

2010 Monthly Sales Tax Activity (in thousands of dollars)



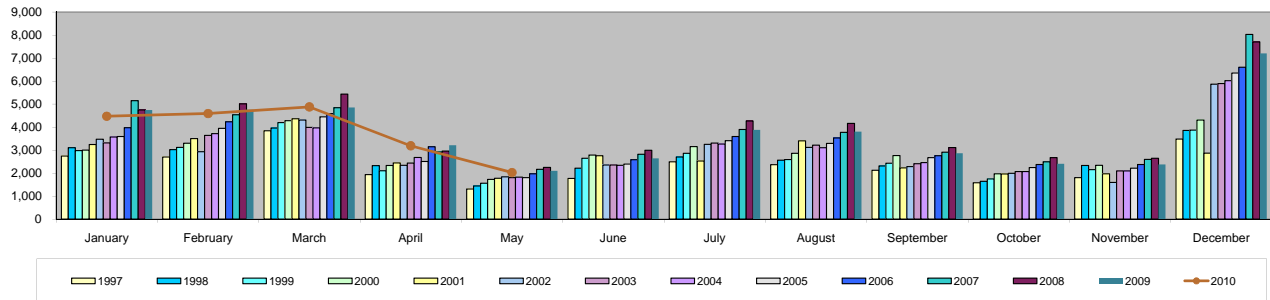
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Grocery/Liquor Stores

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	Actual 2009	Actual 2010	YTD 09-10
January	2,746	3,104	2,977	2,999	3,242	3,472	3,314	3,570	3,589	3,977	5,149	4,744	4,741	4,472	-5.7%	4,741	4,472	-5.7%
February	2,702	3,020	3,119	3,296	3,501	2,931	3,643	3,714	3,949	4,233	4,536	5,009	4,755	4,590	-3.5%	9,496	9,062	-4.6%
March	3,839	3,960	4,199	4,282	4,366	4,311	3,988	3,968	4,449	4,585	4,844	5,436	4,852	4,877	0.5%	14,348	13,939	-2.9%
April	1,937	2,325	2,105	2,330	2,441	2,336	2,437	2,682	2,503	3,149	2,920	2,959	3,213	3,186	-0.8%	17,561	17,125	-2.5%
May	1,309	1,440	1,558	1,728	1,779	1,836	1,801	1,823	1,806	1,969	2,169	2,246	2,100	2,024	-3.6%	19,661	19,149	-2.6%
June	1,772	2,214	2,648	2,784	2,760	2,352	2,354	2,341	2,392	2,584	2,822	2,990	2,643	0	n/a	22,304	19,149	n/a
July	2,494	2,701	2,862	3,152	2,527	3,253	3,303	3,266	3,414	3,588	3,899	4,264	3,881	0	n/a	26,185	19,149	n/a
August	2,364	2,559	2,587	2,861	3,404	3,117	3,216	3,103	3,292	3,529	3,771	4,161	3,807	0	n/a	29,992	19,149	n/a
September	2,122	2,311	2,430	2,765	2,231	2,284	2,409	2,456	2,671	2,757	2,908	3,113	2,864	0	n/a	32,856	19,149	n/a
October	1,584	1,644	1,748	1,969	1,965	1,990	2,066	2,069	2,239	2,372	2,494	2,673	2,408	0	n/a	35,264	19,149	n/a
November	1,804	2,330	2,152	2,339	1,970	1,597	2,096	2,096	2,214	2,377	2,600	2,647	2,379	0	n/a	37,643	19,149	n/a
December	3,477	3,858	3,869	4,305	2,865	5,868	5,897	6,017	6,356	6,604	8,028	7,705	7,203	0	n/a	44,846	19,149	n/a
Totals	28,150	31,466	32,254	34,810	33,051	35,347	36,524	37,105	38,874	41,724	46,140	47,947	44,846	19,149				

2010 Monthly Sales Tax Activity (in thousands of dollars)



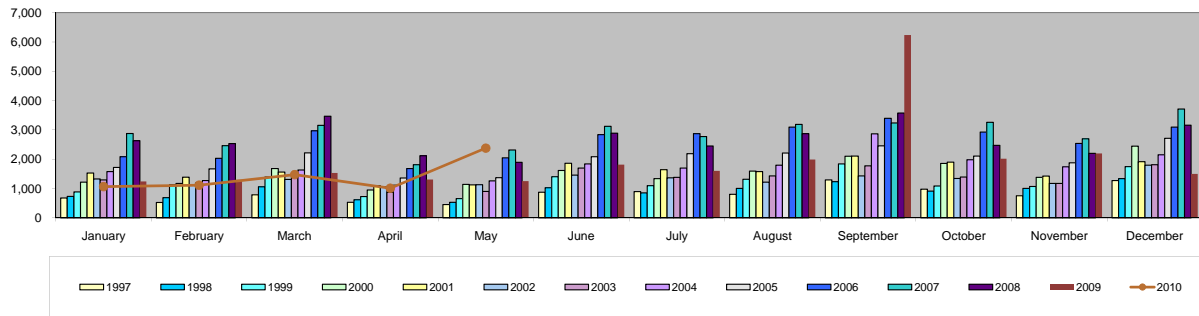
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Supplies

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	Actual 2009	Actual 2010	YTD 09-10
January	676	728	884	1,216	1,527	1,327	1,294	1,574	1,720	2,084	2,876	2,631	1,240	1,064	-14.2%	1,240	1,064	-14.2%
February	522	685	1,126	1,170	1,385	1,106	1,197	1,268	1,669	2,031	2,459	2,532	1,297	1,111	-14.3%	2,537	2,175	-14.3%
March	784	1,055	1,390	1,677	1,558	1,307	1,401	1,630	2,216	2,967	3,156	3,463	1,530	1,472	-3.8%	4,067	3,647	-10.3%
April	525	615	723	946	1,095	1,059	869	1,110	1,359	1,680	1,813	2,114	1,305	1,006	-22.9%	5,372	4,653	-13.4%
May	451	525	654	1,139	1,125	1,128	896	1,261	1,370	2,045	2,314	1,894	1,250	2,376	90.1%	6,622	7,029	6.1%
June	870	1,024	1,400	1,615	1,858	1,455	1,696	1,837	2,083	2,836	3,119	2,886	1,814	0	n/a	8,436	7,029	n/a
July	892	852	1,093	1,333	1,642	1,364	1,380	1,694	2,186	2,872	2,770	2,450	1,602	0	n/a	10,038	7,029	n/a
August	800	1,001	1,314	1,591	1,578	1,217	1,429	1,794	2,211	3,096	3,187	2,869	1,990	0	n/a	12,028	7,029	n/a
September	1,290	1,230	1,837	2,102	2,105	1,427	1,770	2,865	2,452	3,394	3,234	3,574	6,237	0	n/a	18,265	7,029	n/a
October	976	910	1,083	1,853	1,899	1,342	1,390	1,980	2,107	2,924	3,259	2,470	2,016	0	n/a	20,281	7,029	n/a
November	752	1,003	1,066	1,378	1,425	1,171	1,173	1,737	1,876	2,537	2,693	2,199	2,196	0	n/a	22,477	7,029	n/a
December	1,269	1,337	1,743	2,441	1,915	1,795	1,810	2,151	2,712	3,091	3,713	3,160	1,494	0	n/a	23,971	7,029	n/a
Totals	9,807	10,965	14,313	18,461	19,112	15,698	16,305	20,901	23,961	31,557	34,593	32,242	23,971	7,029				

2010 Monthly Sales Tax Activity (in thousands of dollars)



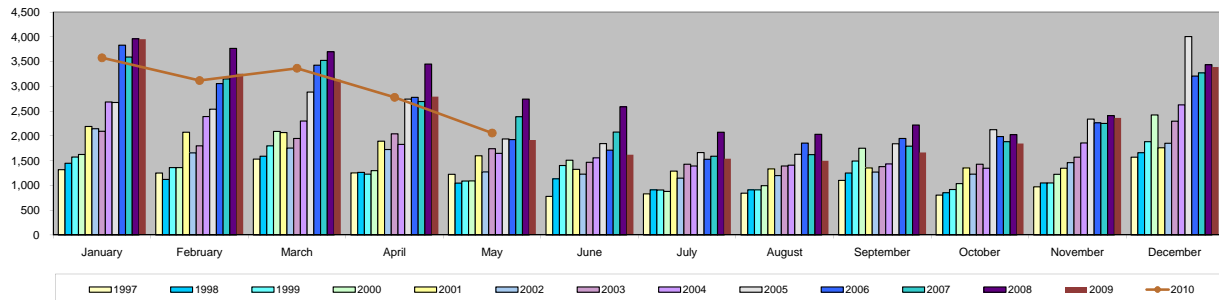
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Utilities

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	Actual 2009	Actual 2010	YTD 09-10
January	1,320	1,446	1,575	1,625	2,191	2,144	2,093	2,684	2,675	3,829	3,591	3,961	3,950	3,576	-9.5%	3,950	3,576	-9.5%
February	1,250	1,121	1,360	1,359	2,075	1,659	1,800	2,391	2,540	3,056	3,149	3,765	3,253	3,118	-4.2%	7,203	6,694	-7.1%
March	1,533	1,591	1,799	2,090	2,067	1,754	1,947	2,299	2,883	3,428	3,525	3,699	3,134	3,365	7.4%	10,337	10,059	-2.7%
April	1,255	1,262	1,227	1,299	1,894	1,724	2,040	1,827	2,741	2,778	2,694	3,448	2,792	2,779	-0.5%	13,129	12,838	-2.2%
May	1,226	1,047	1,089	1,091	1,599	1,272	1,740	1,647	1,939	1,926	2,386	2,742	1,917	2,057	7.3%	15,046	14,895	-1.0%
June	780	1,133	1,402	1,510	1,325	1,228	1,466	1,558	1,846	1,713	2,078	2,588	1,620	0	n/a	16,666	14,895	n/a
July	830	913	907	880	1,289	1,147	1,427	1,394	1,663	1,529	1,588	2,075	1,539	0	n/a	18,205	14,895	n/a
August	844	910	913	994	1,336	1,198	1,393	1,408	1,629	1,854	1,621	2,031	1,497	0	n/a	19,702	14,895	n/a
September	1,103	1,249	1,494	1,752	1,354	1,271	1,381	1,435	1,843	1,949	1,792	2,219	1,667	0	n/a	21,369	14,895	n/a
October	804	854	917	1,039	1,353	1,227	1,429	1,348	2,127	1,987	1,883	2,026	1,845	0	n/a	23,214	14,895	n/a
November	974	1,049	1,052	1,225	1,348	1,461	1,569	1,856	2,340	2,264	2,251	2,411	2,364	0	n/a	25,578	14,895	n/a
December	1,570	1,661	1,885	2,423	1,760	1,852	2,297	2,627	4,005	3,206	3,271	3,435	3,388	0	n/a	28,966	14,895	n/a
Totals	13,489	14,236	15,620	17,287	19,591	17,937	20,582	22,474	28,231	29,519	29,829	34,400	28,966	14,895				

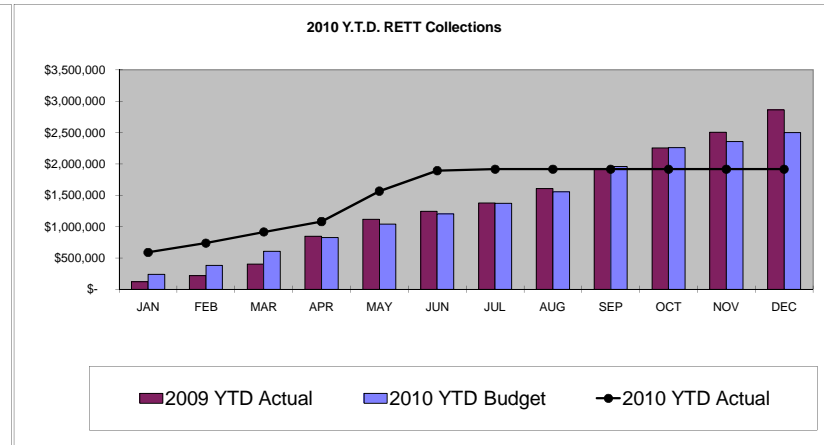
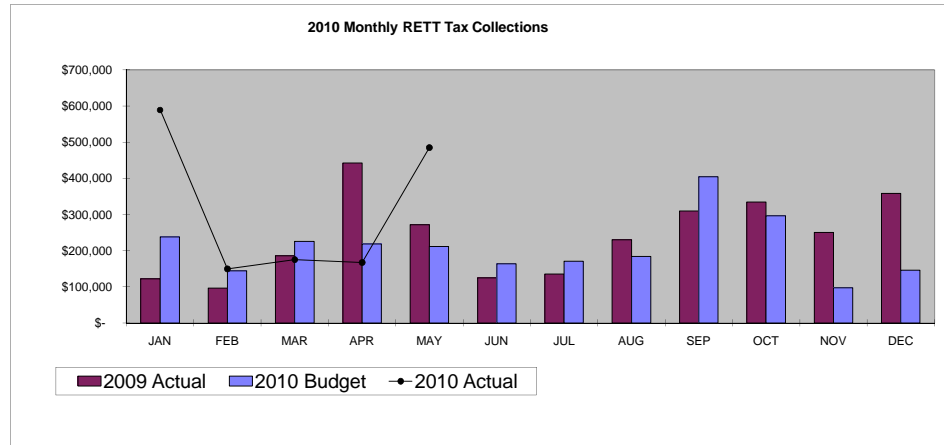
2010 Monthly Sales Tax Activity (in thousands of dollars)



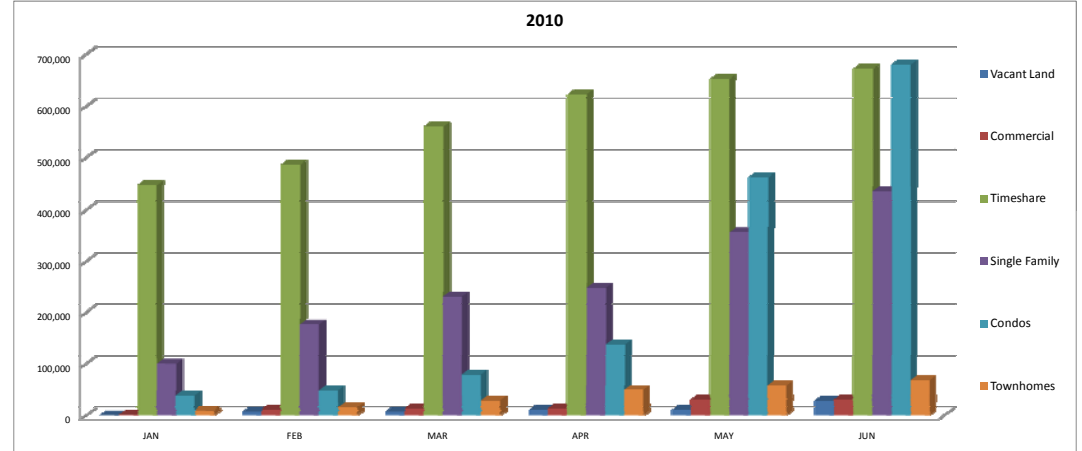
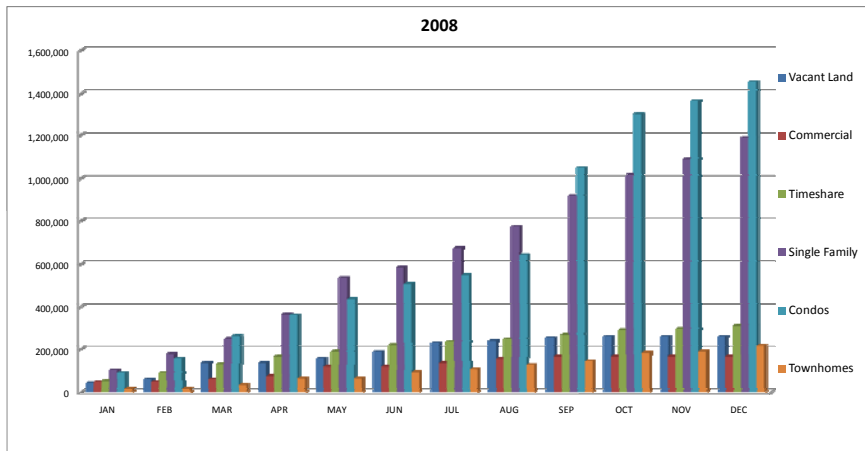
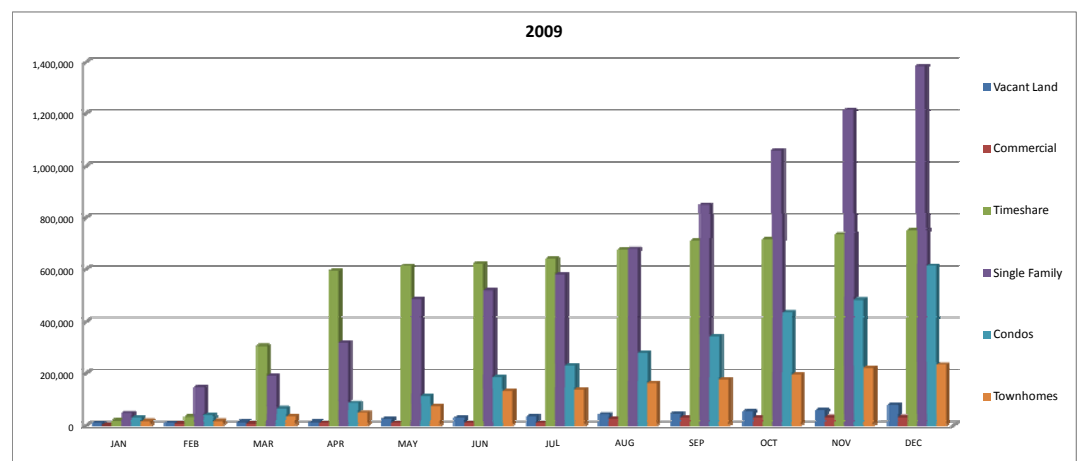
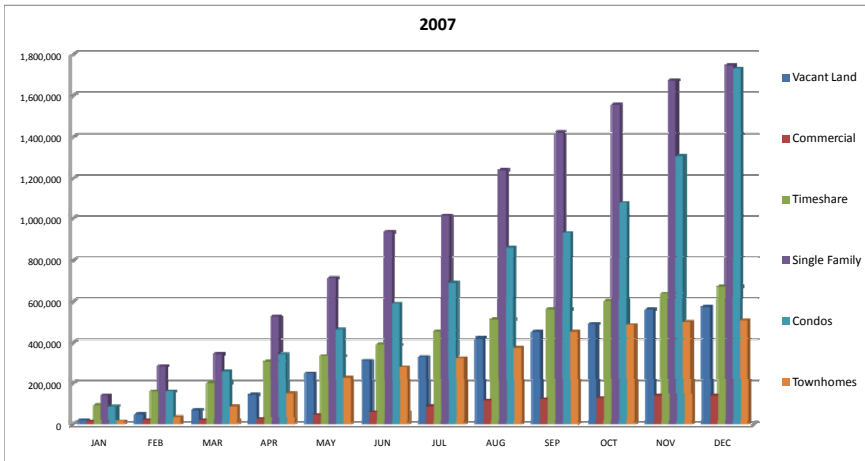
**TOWN OF BRECKENRIDGE
REAL ESTATE TRANSFER TAX COLLECTIONS
REPORTED IN THE PERIOD EARNED**

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 2009	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	247.6%	66.8%	381.7%
FEB	342,995	695,953	12.3%	96,379	218,617	7.6%	144,335	382,149	15.29%	149,303	103.4%	-56.5%	54.9%	738,178	193.2%	6.1%	237.7%
MAR	271,817	967,770	17.1%	185,714	404,331	14.1%	225,613	607,762	24.31%	175,161	77.6%	-35.6%	-5.7%	913,339	150.3%	-5.6%	125.9%
APR	564,624	1,532,394	27.0%	442,039	846,370	29.6%	218,626	826,388	33.06%	167,038	76.4%	-70.4%	-62.2%	1,080,377	130.7%	-29.5%	27.6%
MAY	533,680	2,066,074	36.4%	271,393	1,117,763	39.1%	211,243	1,037,631	41.51%	484,618	229.4%	-9.2%	78.6%	1,564,995	150.8%	-24.3%	40.0%
JUN	522,999	2,589,073	45.6%	124,822	1,242,585	43.4%	163,352	1,200,983	48.04%	326,779	200.0%	-37.5%	161.8%	1,891,775	157.5%	-26.9%	52.2%
JUL	343,610	2,932,683	51.7%	135,393	1,377,977	48.2%	170,942	1,371,925	54.88%	24,119	14.1%	-93.0%	-82.2%	1,915,893	139.7%	-34.7%	39.0%
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	1,915,893	123.2%	-45.7%	19.1%
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	1,915,893	97.7%	-54.8%	-0.1%
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	1,915,893	84.9%	-58.6%	-14.9%
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	1,915,893	81.4%	-62.4%	-23.4%
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	\$ 1,915,893	76.6%	-66.2%	-33.0%

June #s are as of 6/15/10

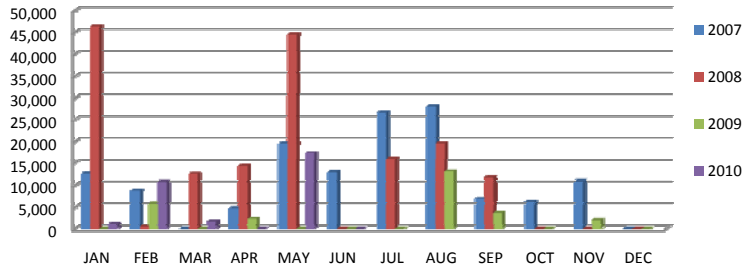


**TOWN OF BRECKENRIDGE
REAL ESTATE TRANSFER TAX COLLECTIONS
YTD CATEGORIES BY MONTH**

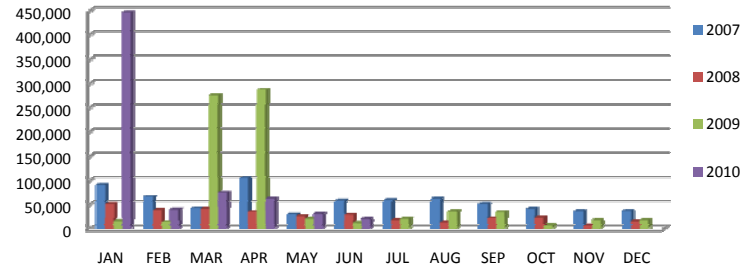


TOWN OF BRECKENRIDGE REAL ESTATE TRANSFER TAX COLLECTIONS MONTHLY BY CATEGORY

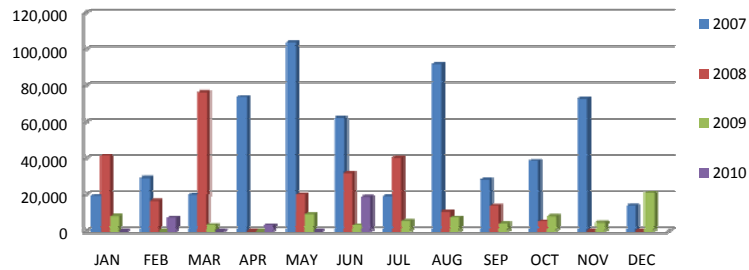
Commercial



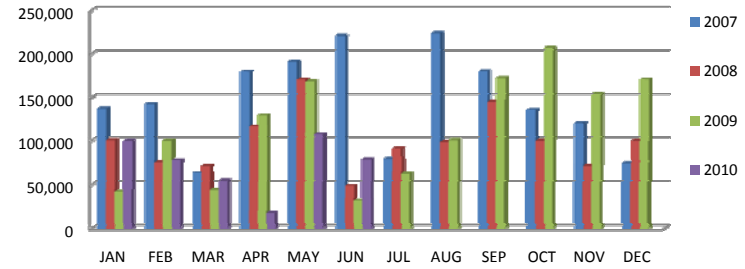
Timeshare



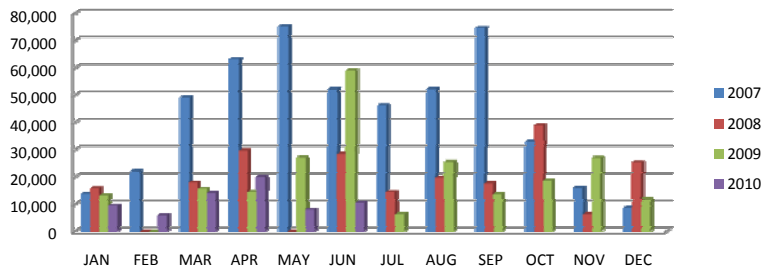
Vacant Land



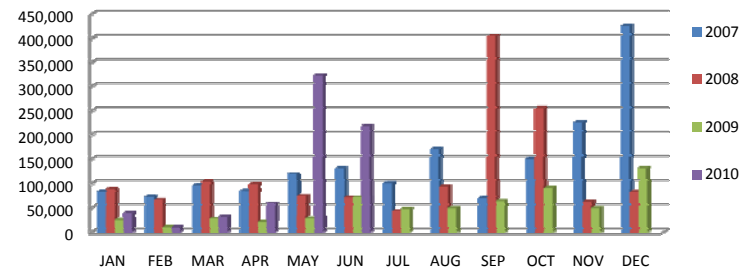
Single Family



Townhomes




Condos





MEMORANDUM

To: Town Council
From: Tim Gagen, Town Manager 
Date: July 7, 2010
Subject: Peak 6 MOU Draft

This memorandum provides background that may be helpful as the Council considers the draft Memorandum of Understanding (MOU) regarding the proposed Peak 6 expansion and the social issues and impacts that have been raised.

Peak 6 Task Force

As part of the proposal to expand skiing to Peak 6 - and as a result of the numerous public comments that were received raising possible social impacts from this proposal - the Breckenridge Ski Area formed a task force to analyze and make recommendations on these issues. The Peak 6 Task Force was comprised of representatives from the County, Breckenridge Town Council, citizens and the Ski Area, along with participation by the U.S. Forest Service.

In July of 2009, the Peak 6 Task Force completed their work and presented their findings and recommendations to the Board of County Commissioners (BOCC) and the Breckenridge Town Council. This same report was again presented to Town Council after the April 2010 election, so that newly elected council members would be informed of the efforts to date.

Recommendations & the MOU

The recommendations have now been incorporated into a draft MOU for more formal consideration by the BOCC and Town Council. The Town took the lead on the language in the proposal dealing with "Housing" and "Parking & Transportation". The County took the lead on "Social Services". The "Quality of Life" section was taken directly from the task force report. The Ski Area has proposed a section titled "U.S.F.S. Process" that falls outside of the Task Force's charge and scope.

Council Action/Question

The essential question for Council at this time is:

"Is the draft in sufficient form to schedule a joint meeting with the BOCC to discuss and possibly finalize the MOU?"

Assuming the answer to that question is "yes", then the next step would be to set up that joint meeting.

Attached is the draft MOU and the Summary of Key Findings from the task force for your review. Citizen members of the Task Force have been forwarded a copy of the MOU and have been invited to the work session.

DRAFT July 6, 2010 DRAFT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Memorandum”) is entered into as of the ____ day of _____, 2010 and is intended to set forth the understanding of the TOWN OF BRECKENRIDGE (“Town”), SUMMIT COUNTY (“County”) and VAIL SUMMIT RESORTS, INC., doing business as Breckenridge Ski Resort (“BSR”) with respect to the social and socio-economic impacts identified in connection with the proposed expansion of the Breckenridge Ski Resort onto Peak 6 of the Ten Mile Range.

Background

BSR has submitted to the United States Department of Agriculture, Forest Service (“USFS”) a proposal to expand the existing Special Use Permit boundary of the Breckenridge Ski Resort (“Boundary”) to include ski terrain, an aerial tramway and a potential restaurant on Peak 6, as more fully described and set forth in the project proposal attached as Exhibit A. The USFS has accepted BSR’s proposal and is conducting a study of potential environmental impacts of the Peak 6 proposal as required by the National Environmental Policy Act (“NEPA”). As required by NEPA, the USFS has solicited public comments about the Peak 6 proposal, some of which discussed the possible social or socio-economic impacts. To address these comments and provide the USFS analysis that may be useful in connection with its analysis of the Peak 6 proposal under NEPA, BSR, the Town and the County formed a task force to study potential social and socio-economic impacts on the Town and County of the Peak 6 proposal. After extensive public meetings, the task force issued its Summary of Key Findings and Guiding Principles dated July 1, 2009 (“Summary”). The Summary provided that a memorandum of understanding would be prepared to ensure that BSR, the Town and the County were in general agreement on actions to be taken by each relative to the findings and recommendations of the task force.

Understandings

The parties understand and agree as follows:

1. Quality of Life.

(a) BSR agrees that it will not apply for or undertake any residential or commercial development at the base of Peak 6, unless requested by the Town or County in response to potential future community considerations.

(b) BSR agrees that it will not apply for or undertake any expansion of the Boundary beyond the Peak 6 expansion, unless requested by the Town or County in response to potential future community considerations.

2. Housing.

(a) The goal is to avoid negative impacts on the employee housing supply currently available in the Upper Blue River Basin as a result of any net increase in the total number of BSR employees to the extent such net increase is a direct result of additional employees added for operation of the Peak 6 ski terrain, aerial tramway and restaurant. An increase in the occupancy of residential housing owned or controlled by BSR will not be deemed a negative impact on employee housing supply. The Upper Blue River Basin generally includes the area of Summit County (including the Town of Breckenridge) between the south of end of Lake Dillon and Hoosier Pass.

(b) BSR owned or controlled employee housing (“BSR Housing”) currently has the capacity to accommodate the estimated number of additional employees required to operate the Peak 6 improvements. To maximize the capacity of the BSR Housing, BSR will manage the BSR Housing to reduce vacancy and turn over times when BSR employees are seeking housing in BSR Housing.

(c) If BSR does not project that the BSR Housing will be filled by BSR employees, BSR will work with other employers in the Upper Blue River Basin to make such excess capacity available for rental by their employees.

(d) Upon completion of each phase of the development of the Peak 6 improvements, BSR will notify the Town and County of the actual number of additional employees required to operate the Peak 6 improvements and will restrict by covenant units in BSR Housing at least equal to 40% of such number of employees times 350 square feet. In addition, such covenant will restrict the units so as to be permanently affordable at 80% AMI in substantially the same manner as provided for in covenants so restricting Breckenridge Terrace units.

3. Social Services.

(a) The goal is to avoid negative impacts with respect to the availability of social services as a result of any net increase in the total number of BSR employees to the extent such net increase is a direct result of additional employees added for operation of the Peak 6 ski terrain, aerial tramway and restaurant.

(b) BSR, through Vail Resorts “Echo”, already provides substantial support to social service and nonprofit organizations in Summit County and intends to continue to provide support regardless of whether the Peak 6 project is constructed.

(c) BSR will work within the local business community through the County and the Town to develop an ongoing structure and/or forum for determining and reporting the status and needs for social services in Summit County, with an emphasis on those social services impacted by any net increase in the total number of BSR employees resulting directly from additional employees required for operation of the Peak 6 facilities, and BSR will take into account such reported status and needs and any such reported impacts when making decisions on levels and areas of charitable support.

(d) In furtherance of the foregoing, BSR has agreed, first, to have a representative participate on the Summit County Care Council and, second, to have a senior executive of BSR meet with the Care Council twice per year, and BSR intends to continue to do so regardless of whether the Peak 6 project is constructed.

4. Parking and Transportation.

(a) The goal is to avoid additional days when the principal roads and intersections of the Town are operating at Level of Service F as a direct result of increased traffic from the Peak 6 project.

(b) BSR is already working and will continue to work with the Town, County and local community to address parking and transportation issues, including such things as: (i) coordination of BSR's bus program with the Summit Stage and the Town, including by participation with the Town in updating the integration of Town and BSR transit systems portion of 2001 Transportation, Circulation and Main Street Reconstruction Plan for the Town of Breckenridge; (ii) development of comprehensive, long term strategies in cooperation with the Town for transportation demand management ("TDM") to include transit and parking tools or mechanisms geared toward achieving the goal set forth above, as well as to reduce environmental impacts and to increase efficient use of parking lots; and (iii) annually addressing the results of such coordination and strategies as part of the process already provided for in the Cooperation Agreement between BSR and the Town dated March 9, 2004 that requires BSR executives to meet with Town executives after the end of each winter season to identify problem solving strategies to be implemented for the next winter season.

(c) BSR will continue to allow free parking on its pay lots after 3:00 p.m. during the winter season as a means of alleviating congestion on Town streets and demand for Town parking.

5. USFS Process.

(a) The Town and County acknowledge that the USFS is responsible for the approval, any conditions to approval, or the rejection of BSR's proposal for the Peak 6 expansion based on the USFS standards and guidelines as well as the analysis under NEPA.

(b) The Town and the County each promptly will provide a letter to the USFS, substantially in the form attached as Exhibit B, to verify that the potential social and

socio-economic issues identified in public comments to the Peak 6 proposal during the initial scoping required by NEPA and by the task force have been addressed through the task force process and this Memorandum and to support the Peak 6 expansion proposal.

Definition and Conditions

A. Negative Impacts. Negative impact as used herein means that the impact must have a material adverse effect on the service, facility or function contemplated.

B. No Disqualification. The thoughts, concerns and opinions of those Town Council members or County Commissioners who participated in the task force process or participate in the approval of this Memorandum, or any future agreement contemplated by this Memorandum, may not be construed or interpreted for any reason as a pre-judgment of any actual agreement or application which may hereafter be subject to approval by the Town or County and may not form the basis of any claim that any Town Council member or County Commissioner should be disqualified from reviewing any agreement or subsequent application.

C. Documents Submitted. Any documents submitted to the Town or the County by BSR in connection with this Memorandum shall become public documents subject to the provisions of the Colorado Public (Open) Records Act (Article 72 of Title 24, C.R.S.). BSR waives any claim of confidentiality with respect to any such documents. However, the Town and the County acknowledge that certain information they may request may be proprietary in nature and/or subject to restrictions on public disclosure. In such cases, the parties will establish a mechanism or mechanisms, which may include confidential review by mutually acceptable independent professionals, for the submission of any such requested information in order to insure that it does not become "public record". Further, the Town and the County agree that any such mechanisms will include a provision requiring the Town and the County to give BSR reasonable notice and an opportunity to secure, at its own expense, such protective orders as may be available to prohibit or limit disclosure.

D. Condition on BSR Commitments; Enforcement. BSR's obligations to perform its agreements and commitments provided for in this Memorandum will be specifically enforceable by the Town or the County, provided only that the Town and County have complied with their

obligations under Section 5(b) of this Memorandum, except that BSR's obligations to perform its agreements and commitments provided for in Sections 1(a), 1(b), 2(b), 2(c), 2(d) and 3(c) of this Memorandum are specifically conditioned on construction of the first phase of improvements for Peak 6.

TOWN OF BRECKENRIDGE

By: _____
Timothy J. Gagen, Town Manager

SUMMIT COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Robert H.S. French, Chairman

VAIL SUMMIT RESORTS, INC.

By: _____
Pat Campbell, Senior Vice President and
Chief Operating Officer of the Breckenridge
Ski Resort

Peak 6 Social Issues Task Force
Summary of Key Findings and Guiding Principles
FINAL WORKING DOCUMENT
July 1, 2009

Background:

The Task Force was created through an agreement between the Breckenridge Ski Resort, Town of Breckenridge, and Summit County in response to the comments received about the possible socio-economic impacts of a proposed ski area development on Peak 6 during the National Environmental Policy Act (NEPA) Scoping process. The Forest Service, the body entirely responsible for the approval, rejection, or modification of this proposal, agreed to participate in these meetings to help them address the socio-economic impacts that are unique to this proposal and not necessarily always covered in detail during their review of the application.

The impetus for the formation of the group is the proposed project and the effects on several socio-economic and quality of life issues around the Town of Breckenridge and Summit County. Members recognize that some of these socio-economic issues raised are broader community issues, and are difficult to address in an isolated discussion about Peak 6. These issues should be addressed also from a perspective of the overall carrying capacity for the Breckenridge area and in consideration of the cumulative effects of the recent developments on and adjacent to Peaks 7 and 8. Therefore, the goals of the Task Force between October, 2008 and February, 2009 were as follows:

- Address the 180 plus letters sent to the US Forest Service during comment period last year expressing opposition to BSR development on Peak 6
- Identify the socio-economic issues that the ski area, town, and business community share with respect to growth and identify a process for dealing with them holistically. Initially, the group has identified employee recruitment and retention, affordable housing, healthcare and social services, parking and transportation.
- Address quality-of-life issues that might impact negatively the community and how those issues might be mitigated and what mechanisms are available to Town, BSR, County and other entities to enable mitigation.
- Determine the specific range of possible impacts on these issues from a proposed Peak 6 development and possible measures to mitigate those impacts.
- Serve as a model to address broader community needs on an ongoing basis.

Summarized below are the findings of the Task Force in each of the areas discussed as well as guiding principles the Task Force has identified for addressing these issues with respect to the Peak 6 proposal, and in some cases, over the longer term.

and minimize the current days at which the resort and town are operating at capacity. This is particularly relevant when looking at traffic and parking issues, and currently those days are at Level of Service (LOS) F approximately 20 winter days out of the year. Not all of these days can be attributed directly to skier visits, and other events such as Snow Sculpture days need to also be accounted for.

Also, as more information is developed in analyzing these numbers, through the Task Force may need to revisit these numbers.

BSR will conduct regular/scheduled discussions with TOB and SCG regarding forecasting and management of these peak days and making management adjustments as needed.

Housing:

Findings:

Workforce housing is already an issue, and Breckenridge is behind in providing workforce housing. According to current Town of Breckenridge estimates, 45% of those who work in Town live in Town, 60% live in the Upper Blue (including the Town of Breckenridge). There currently is a scarcity of deed restricted units, which may exacerbate the problem down the road as current workforce housing leaves the rental market. There is also a scarcity of rental units for seasonal employees at or below the 60-80% Average Median Income (AMI)¹ income levels, and these are the most likely to be impacted by the jobs created through the Peak 6 project. BSR currently provides the full amount of employee housing that will be required at approved build out of its projects.

Guiding Principles:

It is a high priority of the Town to keep at least 45% of those working in town living in town as the Town strongly believes that this will keep the community sustainable.

Continuing partnerships between the Town, BSR, the County, and the Summit Combined Housing Authority are important to address broader ongoing housing needs.

A goal for the project is no net impact from the project to overall housing needs. No net impact is based on the incremental addition of employees required to staff Peak 6.

¹ AMI is determined by the US Department of Housing and Urban Development (HUD), is adjusted on an annual basis, and varies based on household size and area. In determining AMI HUD typically uses a 7.5 percent interest rate over 30-years. The different AMIs imply the amount spent on rent or mortgage (excluding utilities) will not exceed 30 percent of the combined gross income of all household members. The county and Summit Combined Housing Authority use the various AMIs as calculated by HUD to determine the maximum purchase price individuals or households can afford.

For example, in the county in 2004 100 percent AMI for a four-person family household was \$76,100. In 2008 100 percent AMI for a four-person household was \$81,300. These AMIs represent the middle point (50th percentile) of all four-person household incomes in the entire county (i.e. half the four-person households make more and half the four-person households make less). According to RRC Associates, Inc., in 2005 32 percent of the county's households earned less than 80 percent of the AMI, 51 percent earned less than 100 percent AMI, and 65 percent earned less than 120 percent AMI.

current data exists to determine how many of those are from BSR mountain employees but this information has been requested.

The Family Intercultural Resource Center (FIRC) also noted that resort employees countywide represent 42% of the use of the foodbank.

VRI strives to provide affordable and adequate health insurance options for all of its employees.

BSR's contributions through The Summit Foundation and its own donations to social services organizations are critical to the maintenance and survival of these services. The Dwight Brill Foundation is also available for employees in need.

Guiding Principles:

Peak 6 may be relatively small impact to these areas, but it may provide an important tipping point.

BSR's goal is to provide adequate health care benefits to all employees and improve participation to reduce pressure on public health and Community Care Clinic services from their employees.

The Task Force would like to ensure that BSR's community contributions continue at pace with the growth of the resort and the needs of the community.

Task Force Recommendations:

BSR continue its efforts to offer adequate health insurance benefits to all employees to reduce use of county-offered services.

BSR maintain current levels support of social services through its contributions to The Summit Foundation and its own private donations and strive to continue to meet future needs through similar community-based mechanisms. Task Force members recognize that the current contributions are not always full recognized within the community.

BSR become engaged in regular dialogue with the social services community about the status of their services and operations and to provide BSR with feedback as to how their contributions are being used.

BSR Response:

VR/BSR has contributed generously to non-profits in the Summit County community for many years. Our commitment to the community in this regard has not wavered; in fact, we maintained the same level of giving this past year, even through tough economic times for the business. With the launch of VR 360 this year and staff dedicated solely to charitable contributions, the company is looking for more ways to be involved with and connected to both The Summit Foundation and non-profits in Summit County.

Guiding Principles:

BSR participate in solutions to transit and parking issues with Town and the County to address both congestion within Breckenridge and among Summit County towns.

Limit any additional days at LOS F due to skier visits and reduce the current level of days, if possible.

A comprehensive solution will require looking at the movement of people through Town, reducing the overall number of car trips, and investment and collaboration among the County, the Town, the parking district, and BSR.

Task Force Recommendations:

Maintain or reduce number of days at LOS F due to skier visits and days when there are more than 500 cars in Airport Road parking lots through parking and transit solutions.

Create an MOU or amend the existing parking agreement to address the above issues.

BSR Response:

1. *Amendment to the current parking agreement is currently in progress with the town.*
2. *We will work with TOB/SCG to establish a joint program encouraging locals to car pool and use public transportation. (1.9 is the local average per the BRC parking survey).*
3. *Work toward carpooling incentives for front range day visitors. BSR/TOB/SCG*
4. *Continue free parking after 3 and encourage guests to visit Main Street.*

Task Force Recommended Actions:

- **Amendment to the current parking agreement is currently in progress with BSR and TOB. Traffic growth that results in additional days above LOS F attributable to Peak 6 will be included in the MOU and the master parking and transportation agreement**
- **BSR and TOB will be negotiating a master framework for a TDM/Transit/ and parking agreement. Through these agreements the Task Force members believe the impacts from Peak 6 should be addressed. The Task Force recognizes that depending on the timing and other issues of scope associated with these agreements, the MOU may need to include more specific mitigation as discussions proceed.**
- **BSR will support incentives for green commutes and transportation by:**
 - Working with TOB/SCG to establish a joint program encouraging locals to carpool and use public transportation.
 - Working toward carpooling incentives for front range day visitors with TOB and SCG.
- **BSR will continue free parking after 3 pm during winter season.**
- **As stated above, BSR will participate in solutions to transit and parking issues with Town and County to address both congestion within Breckenridge and**

VR/BSR intends no development on the Ten Mile Range beyond the current SUP boundary in perpetuity.

There could be a community driven trigger (driven by TOB and Summit County Gov't) to change this at some point in the future.

Task Force Recommended Actions:

- **VR/BSR commits to no development at the base of Peak 6 in perpetuity.**
- **VR/BSR commits no development on the Ten Mile Range beyond the current Peak 6 proposal in perpetuity.**

Some members of the Task Force would like to see a community driven trigger that could take place through an agreement between TOB and Summit County Government to petition the Forest Service to change this if community vision or needs change in the future.
- **Some members would like to see that if VR/BSR demonstrates purpose and need and receives Forest Service approval for the Peak 6 project, they are committed to developing the project in a timely manner to fulfill the proposed purpose of the project of meeting existing needs at the resort.**
- **The Task Force has primarily addressed quality of life issues related to off-mountain impacts. They would like to reiterate their recommendation to the Forest Service that the Forest Service take a hard look at the environmental and user experience issues raised in the comments and on the Blue Sky list that are not addressed by BSR/Town/County MOU through a thorough analysis of alternatives, cumulative impacts, and other aspects of the EIS.**

Next Steps:

The County Commissioners and Town Council will consider these recommendations and then task staff to draft initial language for the MOU for BSR/VRI to review. When these issues are on agenda for the BOCC or TC, Task Force members will be notified via e-mail so they can be available to participate in the conversation as needed.

Once the draft MOU is acceptable to all parties, the draft will be shared with the Task Force for review. The Town and County will then hold joint public hearings on the MOU. Ideally, the MOU will be complete for incorporation into the draft EIS.

Once the EIS is available for review, the Town and County will review the proposed alternative and the MOU to determine if any revisions are required based on the final design of the project. If revisions are required, they will Task Force for review, and further recommendations as needed.



MEMORANDUM

TO: Town Council

FROM: Julia Puester, AICP
Chris Neubecker, AICP

DATE: June 2, 2010 for meeting of July 6, 2010

SUBJECT: Footprint Lots Fieldtrip Follow-Up

On May 11th, the Town Council visited sites which represented both good and bad examples of footprint lots and historic settlement patterns within the Conservation District as well as outside of the District. The intent of the site visit was to provide the Council with visual examples of the historic settlement pattern and the impacts of poor design on the Conservation District.

Concerns with footprint lots in the Conservation District:

- Primary looking structures have been approved in rear yards, leading to development patterns and street appearance in conflict with the historic character of the District;
- Design elements typical of primary structures have been approved in rear yards, such as ornate details, increased building height, large building footprints, and painted (highly finished) structures;
- Increased intensity of structures also creates more activity and parking issues in some residential parts of the Conservation District.

Staff would like the Town Council's direction on proceeding forward with modifications to the Subdivision Code and Handbook of Design Standards. Staff has received consensus on the recommendations below from the Planning Commission to address footprint lots within the Conservation District to within the Downtown Overlay District as well as outside of the Conservation District. To accomplish this, the following modifications are proposed to the subdivision code and the Handbook of Design Standards.

- Subdivision Code:
 - Building footprint lots would be permitted in the Downtown Overlay District (same boundaries as used for the first floor residential limitation policy) as well as outside of the Conservation District. Given the intensity of the area, staff finds that building footprint lots would be appropriate within the Downtown Overlay District.
 - In the residential character areas of the Conservation District which are outside of the Downtown Overlay District, footprint lots and condominiumization would not

be allowed. However, secondary structures would be allowed under single ownership of the property as is the case with the current accessory unit policy. Staff finds that the lower level of activity, character and historic settlement pattern of the residential areas would be respected if ownership of the property remained under one single owner.

- Setbacks to create separation between structures on the same site.
- Handbook of Design Standards:
 - “Form based” style polices in which secondary structures should be smaller scale buildings, have a simpler design, and be set back from the primary structure.

Staff would like feedback from the Council on the following:

- Does Council support the proposed concepts?
- Does Council desire to proceed with the drafting of a subdivision code modification regarding building footprint lots and modifications to the Handbook of Design Standards with regard to secondary structures?
- Is there other information the Council feels would be beneficial to address within the draft policy or design standards?

Staff will be available at the meeting on July 6th and looks forward to hearing from the Council on the proposed changes and recommendations.

MEMORANDUM

TO: Town Council

FROM: Matt Thompson, AICP

DATE: 7/8/10

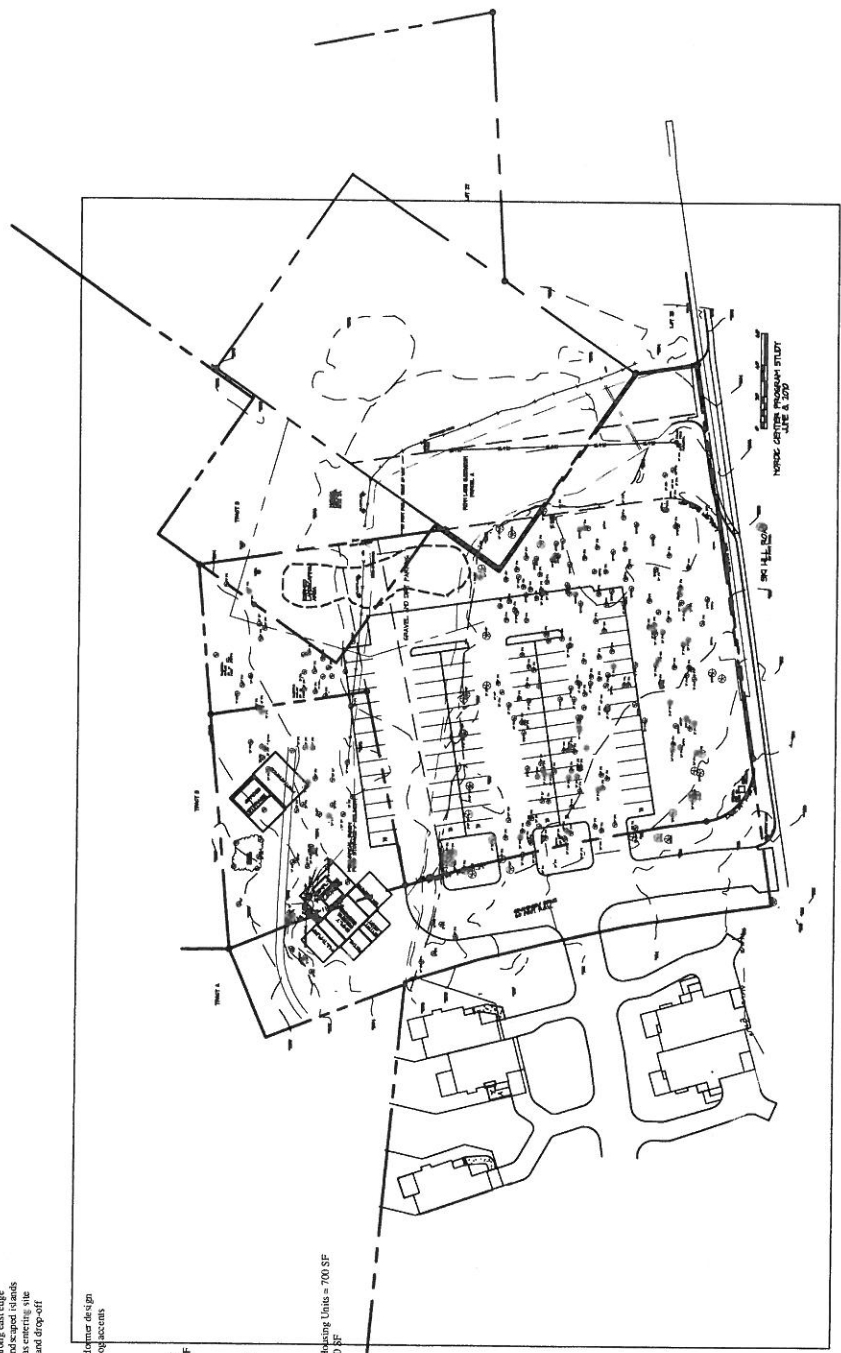
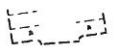
SUBJECT: Proposed Breckenridge Nordic Center

Gene Dayton has approached the Town regarding a new location for the Breckenridge Nordic Center. Based on Council direction, Staff and the Dayton's have been working on finding an acceptable site plan as the next step of this process. The property owner, Tim Casey, of the existing location of the Nordic Center would like to move forward with development plans, which do not include the Nordic Center in the existing location. Town Staff has been working with the Dayton's on programming and a conceptual site plan.

This conceptual site plan uses part of the Town's ROW to the north of Grandview Drive. Staff and the applicant have worked to maintain the treed buffer along the east and south property edges. There is a small berm along the east edge of the property, which would allow for some screening between the future single family project to the East and the parking lot for the Nordic Center. The site plan has 82 parking spaces with landscaped islands. The Lodge has been positioned so that there is a clear view of the building up Grandview Drive from Ski Hill Road. The applicant has expressed a need for easy pedestrian access and drop-off. The structure would most likely be a two-story, simple gable design with dormers.

As currently designed the main building of 3,150 sf. would include, on the first level: an entry/lobby of 200 sf., gathering area of 400 sf., lockers 50 sf., restrooms 600 sf., rental area of 400 sf, retail of 200 sf., and a 400 sf. kitchen; and an upper level including: two studio employee housing units of 700 sf., and employee lockers 200 sf. There is a need to get the snow cat and grooming equipment inside of a building. The maintenance building is proposed 1,500 sf., including: 300 sf. of offices, 600 of storage, and 600 sf. of maintenance facility; the two buildings together as proposed total 4,650 sf.

Staff has two main questions for the Council: 1) Is the site plan acceptable as conceptually designed?
2) Is the scoping of the building acceptable to move forward with the next step of negotiations?



- Program Notes:**
- Maintain road buffer along east and south property edges.
 - New landscaped berm along east edge.
 - 82 parking spaces w/ landscaped islands.
 - Clear view of building as entering site.
 - Easy pedestrian access and drop-off.
- Site:**
- 2-Story, simple public/dormer design.
 - Stock built w/ possible upgrades.

Main Building = 3,150 SF

- Main Level**
- Entry / Lobby = 300 SF
 - Gathering Area = 400 SF
 - Lockers = 50 SF
 - Gymnasium = 1,000 SF
 - Retail Area = 400 SF
 - Retail Area = 200 SF
 - Food Service = 400 SF
 - Subtotal = 2,350 SF

Upper Level

- Two Studio/Employee Housing Units = 700 SF
- Employee Lockers = 300 SF
- Subtotal = 900 SF

- Maintenance Building**
- Office = 300 SF
 - Storage = 600 SF
 - Maintenance = 600 SF

RCB ANDREWS LAND SURVEYING
 1100 W. 10th Street, Suite 100
 Fargo, ND 58103
 (701) 785-1100
 www.rcb-land.com

DATE	10/15/14
PROJECT	TRUCKEE PLAZA
SCALE	AS SHOWN
DRAWN BY	RCB
CHECKED BY	RCB
DATE	10/15/14

Memorandum

To: Town Council

From: Open Space Staff

Re: Open Space Master IGA

Date: June 16, 2010

Attached please find a draft Master Intergovernmental Agreement (IGA) between the Town and Summit County related to the funding and management of joint open space parcels. The Town and the County have been purchasing property together since the mid-1990's. Some of these properties were purchased with each partner contributing the same amount and some of the properties were purchased by a primary partner with the other entity just contributing a small percentage. There were some IGA's that were written and approved for a few of the initial purchases, but it has been many years since the last one was done. With this in mind, the Town and County committed to developing a more general IGA that could be applied to each of the purchases that we do together, whether they are split 50/50 or with one entity making the acquisition and the other merely contributing.

This IGA separates the joint purchases into two categories: jointly owned open space parcels and jointly funded open space parcels. Any parcels that are purchased in a 50/50 split between the Town and County will be jointly owned. Any others will be considered jointly funded and will be owned and managed by the entity that funded over 50% of the purchase. The IGA addresses options in the event that any jointly funded parcels are sold or included in a Forest Service land exchange (e.g. refunding the contribution, right of first refusal, etc.). The document also provides direction regarding the management of jointly acquired open space (agreeing upon appropriate uses, access, etc.) and the implementation of open space management plans. This document has already received support from the BOSAC, OSAC and the BOCC.

Staff will be making a presentation on this topic and can answer any questions on more specific issues covered in this IGA.

1 ***FOR WORKSESSION/ADOPTION – JUNE 22***

2
3 A RESOLUTION

4
5 SERIES 2010

6
7 A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
8 SUMMIT COUNTY CONCERNING JOINTLY OWNED AND JOINTLY FUNDED OPEN
9 SPACE PARCELS

10
11 WHEREAS, the Town of Breckenridge is a home rule municipal corporation organized
12 and existing under Article XX of the Colorado Constitution; and

13
14 WHEREAS, the Summit County is a quasi-municipal corporation organized and existing
15 under the laws of the State of Colorado; and

16
17 WHEREAS, the Town has established a program of acquiring, maintaining, protecting,
18 managing, and preserving public open space lands in and around the Town; and

19
20 WHEREAS, the County has established a program of acquiring, maintaining, protecting,
21 managing, and preserving public open space lands in the County; and

22
23 WHEREAS, the Town and the County each have voter-approved revenue sources
24 dedicated to the acquisition, maintenance, protection, management, and preservation of public
25 open space; and

26
27 WHEREAS, the Town and the County believe that there are numerous public benefits to
28 be realized from the acquisition and proper management and use of public open space; and

29
30 WHEREAS, the Town and the County have jointly acquired numerous open space
31 parcels, and have jointly funded the acquisition of other open space parcels titled solely in the
32 name of either the Town or the County; and

33
34 WHEREAS, the Town and the County intend to continue jointly acquiring and jointly
35 funding additional open space parcels in the future; and

36
37 WHEREAS, the Town and the County desire to establish certain rules and procedures
38 that will govern their joint acquisition and joint funding of open space parcels in the future, as
39 well as those parcels of open space that have previously been jointly acquired and jointly funded;
40 and

41
42 WHEREAS, governmental entities are authorized by Article XIV of the Colorado
43 Constitution and Part 2 of Article 1 of Title 29, C.R.S., to co-operate and contract with one
44 another to provide any function, service, or facility lawfully authorized to each of the co-
45 operating or contracting governmental entities; and

1 WHEREAS, a proposed Intergovernmental Agreement between the Town and Summit
2 County concerning their jointly owned and jointly funded open space parcels has been prepared,
3 a copy of which is marked Exhibit "A", attached hereto, and incorporated herein by reference;
4 and
5

6 WHEREAS, the Town Council has reviewed the proposed Intergovernmental
7 Agreement, and finds and determines that it would be in the best interest of the Town to enter
8 into such agreement.
9

10 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
11 BRECKENRIDGE, COLORADO, as follows:
12

13 Section 1. The proposed Intergovernmental Agreement with Summit County concerning
14 the Town and the County's jointly owned and jointly funded open space parcels ("Exhibit "A"
15 hereto) is approved, and the Town Manager is hereby authorized, empowered and directed to
16 execute such Agreement for and on behalf of the Town of Breckenridge.
17

18 Section 2. This resolution shall become effective upon its adoption.
19

20 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____, 2010.
21

22 TOWN OF BRECKENRIDGE
23

24
25
26 By _____
27 John G. Warner, Mayor
28

29 ATTEST:
30

31
32
33 _____
34 Mary Jean Loufek,
35 CMC, Town Clerk
36

37 APPROVED IN FORM
38

39
40
41 _____
42 Town Attorney Date
43

44
45 800-86\Master Open Space IGA Resolution (06-01-10)
46

1 *DRAFT May 12, 2010 DRAFT*

2
3 INTERGOVERNMENTAL AGREEMENT
4 (Jointly Owned and Jointly Funded Open Space Parcels)
5

6 This Intergovernmental Agreement ("*Agreement*") is dated _____,
7 2010 ("*Effective Date*") and is between the TOWN OF BRECKENRIDGE, a Colorado
8 municipal corporation ("*Town*") and SUMMIT COUNTY, COLORADO, acting by and through
9 the BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO
10 ("*County*"). The Town and the County are sometimes referred to individually as a "*Party*", or
11 together as the "*Parties*."
12

13 WHEREAS, the Town is a home rule municipal corporation organized and existing under
14 Article XX of the Colorado Constitution; and
15

16 WHEREAS, the County is a quasi-municipal corporation organized and existing under
17 the laws of the State of Colorado; and
18

19 WHEREAS, the Town has established a program of acquiring, maintaining, protecting,
20 managing, and preserving public open space lands in and around the Town; and
21

22 WHEREAS, the County has established a program of acquiring, maintaining, protecting,
23 managing, and preserving public open space lands in the County; and
24

25 WHEREAS, the Town and the County each have voter-approved revenue sources
26 dedicated to the acquisition, maintenance, protection, management, and preservation of public
27 open space; and
28

29 WHEREAS, the Town and the County believe that there are numerous public benefits to
30 be realized from the acquisition and proper management and use of public open space; and
31

32 WHEREAS, prior to the date of this Agreement the Town and the County have jointly
33 acquired numerous open space parcels, and have jointly funded the acquisition of other open
34 space parcels titled solely in the name of either the Town or the County; and
35

36 WHEREAS, the Town and the County intend to continue jointly acquiring and jointly
37 funding additional open space parcels in the future; and
38

39 WHEREAS, the Town and the County desire to establish certain rules and procedures
40 that will govern their joint acquisition and joint funding of open space parcels in the future, as
41 well as those parcels of open space that have been jointly acquired and jointly funded prior to the
42 date of this Agreement.
43

44 NOW, THEREFORE, for and in consideration of the mutual promises and covenants
45 contained herein, and intending to be legally bound, the Parties agree as follows:
46

1 1. Authority. This Agreement is entered into pursuant to the authority granted by Article
2 XIV, Section 18(2)(a) of the Colorado Constitution and Part 2 of Article 1 of Title 29,
3 C.R.S.

4 2. Definitions. As used in this Agreement, the following terms have the following
5 meanings, unless the context clearly requires otherwise:

Act: The Colorado Governmental Immunity Act, Part 1 of Article 10 of Title 24, C.R.S., as amended throughout the Term of this Agreement.

Acquiring Party: The Party purchasing and holding title to a Jointly Funded Open Space Parcel.

Authorized Representative: A person designated by a Party as having the authority to settle a controversy arising under this Agreement on behalf of such Party.

Contributing Party: The Party that makes a financial contribution toward the purchase of a parcel of Jointly Funded Open Space Parcel, but does not hold title to such parcel.

Defaulting Party: A Party alleged to be in default under this Agreement.

Jointly Acquired Open Space Parcel: Real property jointly paid for by the Town and the County, and titled in the name of both the Town and the County.

Jointly Funded Open Space Parcel: Real property jointly paid for by the Town and the County, but titled solely in the name of either the Town or the County.

Open Space Management Plan: The joint plan or plans, as may be applicable, for the use, maintenance, and management of Jointly Acquired Open Space Parcels and those Jointly Funded Open Space Parcels described in Section 7 of this Agreement, as amended or replaced from time to time throughout the Term of this Agreement.

Non-Defaulting Party: The Party asserting that the other Party is in default under this Agreement.

Open Space Parcel: A collective term including all Jointly Acquired

Open Space Parcels, and those Jointly Funded Open Space Parcels described in the Open Space Management Plan, unless the context clearly indicates otherwise.

Term: Both the initial term and all renewal terms of this Agreement as described in Section 3.

Will or Will Not: Terms indicating a mandatory obligation to act or to refrain from acting, respectively, as described in this Agreement.

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3. Term.

3.1 The initial term of this Agreement commences as of the Effective Date of this Agreement and ends, subject to earlier termination as hereafter provided in the event of default or non-appropriation, on December 31, 2010 .

3.2 On January 1, 2011, and on each subsequent January 1st, this Agreement will automatically renew for successive terms of one year each until such time as either the Town or the County gives written notice of termination in accordance with the next sentence of this Subsection. Beginning October 1, 2010, either Party may terminate this Agreement, without cause and without liability for breach, by giving the other Party written notice of termination prior to October 1st any year. Such notice must be given in the manner provided for in Section 12. Upon the giving of timely notice of termination, this Agreement will terminate (and will not be renewed) on December 31st following the giving of the notice of termination.

4. Applicability.

4.1 This Agreement applies to all Jointly Funded Open Space Parcels and to all Jointly Acquired Open Space Parcels existing as of the date of this Agreement, as well as to all Jointly Funded Open Space Parcels and Jointly Acquired Open Space Parcels acquired or jointly funded by the Parties throughout the Term of this Agreement. **Exhibit “A”** is a list of properties the Parties have identified as Jointly Funded Open Space Parcels existing as of the Effective Date of this Agreement, and **Exhibit “B”** is a list of Jointly Acquired Open Space Parcels existing as of the Effective Date of this Agreement. If it is subsequently determined that either Exhibit “A” or Exhibit “B” is incorrect or incomplete, the exhibit will be revised to correctly reflect the listing of all Jointly Funded Open Space Parcels and all Jointly Acquired Open Space Parcels existing as of the Effective Date of this Agreement. The failure to include a particular parcel of land in either Exhibit “A” or Exhibit “B” is not a waiver of either Party’s rights (if any) with respect to such parcel.

4.2 By separate agreement entered into subsequent to this Agreement the Parties may exclude any Jointly Funded Open Space Parcel or any Jointly Acquired Open

1 Space Parcel from the provisions of this Agreement, or modify this Agreement
2 with respect to any Jointly Funded Open Space Parcel or Jointly Acquired Open
3 Space Parcel.

4 4.3 This Agreement does not apply to any real property owned by either Party that is
5 neither a Jointly Funded Open Space Parcel or a Jointly Acquired Open Space
6 Parcel.

7 5. Jointly Funded Open Space. The following provisions apply to the acquisition and
8 possible disposition of a Jointly Funded Open Space Parcel.

9 5.1 If the Parties agree to purchase a Jointly Funded Open Space Parcel, they will
10 agree upon:

11 (a) the Party who will take title to the Jointly Funded Open Space Parcel;

12 (b) the amount of money that will be contributed by the Contributing Party
13 toward the acquisition of the Jointly Funded Open Space Parcel;

14 (c) the date by which the money will be paid by the Contributing Party to the
15 Acquiring Party; and

16 (d) other matters deemed to be relevant to the acquisition of the Jointly
17 Funded Open Space Parcel.

18 5.2 The Acquiring Party will prepare all contract documents related to the acquisition
19 of the Jointly Funded Open Space Parcel.

20 5.3 The Acquiring Party will pay all closing costs related to the acquisition of a
21 Jointly Funded Open Space Parcel.

22 5.4 Title to a Jointly Funded Open Space Parcel will be taken solely in the name of
23 the Acquiring Party, and any title insurance policy for the Jointly Funded Open
24 Space Parcel will be issued solely to the Acquiring Party.

25 5.5 In exchange for the financial contribution made by the Contributing Party, the
26 Acquiring Party agrees to limit the future use of the Jointly Funded Open Space
27 Parcel to those uses agreed to by the Parties in the Open Space Management Plan.
28 If, for any reason, the Parties are unable to agree on the allowed uses of a Jointly
29 Funded Open Space Parcel, and to the extent the Open Space Management Plan
30 does not specify a permitted use, the Acquiring Party agrees that such parcel may
31 only be used for public open space and recreational purposes, including, but not
32 limited to, hiking, cross-country skiing, bicycling, snow-shoeing, environmental
33 reclamation/remediation, and fishing access. The uses enumerated in the
34 preceding sentence also include related work which may or may not require
35 disturbance of the surface of the property or construction of any structure on the
36 Property such as the construction or repair of parking areas, trailhead areas and
37 paved bicycle paths, and soft surface trails.

- 1 5.6 If a Jointly Funded Open Space Parcel is being used by the Acquiring Party for a
2 use or uses other than those described in Subsection 5.5, such action will
3 constitute a default under this Agreement. The provisions of this Subsection 5.6,
4 and not the default provisions of Section 11 of this Agreement, will apply in such
5 circumstance. If the default is not cured within 30 days after written notice of the
6 default is given by the Contributing Party to the Acquiring Party, or if such
7 default cannot be completely cured within such 30 day period, if the Acquiring
8 Party does not commence correcting the default within the 30 day period and
9 thereafter correct the default with due diligence and good faith, the Acquiring
10 Party will, upon demand by the Contributing Party, refund the amount paid by the
11 Contributing Party in connection with the acquisition of the Jointly Funded Open
12 Space Parcel, together with interest calculated at a rate equal to the overall
13 percentage increase (if any) in the Consumer Price Index for All Urban
14 Consumers (CPI-U) for All Items for the Denver-Boulder, Colorado area
15 produced by the Bureau of Labor Statistics, or any successor index, from the
16 month of the payment by the Contributing Party to the month preceding the
17 refund of the such payment by the Acquiring Party. The amount repaid by the
18 Acquiring Party may never be less than the initial payment made by the
19 Contributing Party. The Acquiring Party will make any payment due to the
20 Contributing Party under this Section 5 within 60 days after the demand for
21 payment has been made by the Contributing Party. Upon receipt of all sums due
22 to it, the Contributing Party will execute such documentation as may reasonably
23 required by the Acquiring Party acknowledging receipt of such sums and, except
24 for indemnification obligations under Section 10, releasing all further claims
25 under this Agreement with respect to the Jointly Funded Open Space Parcel.
- 26 5.7 If this Agreement is terminated for any reason, the obligation of an Acquiring
27 Party to pay the Contributing Party as described in this Section 5 will continue to
28 be enforceable notwithstanding such termination.
- 29
- 30 5.8 If the Acquiring Party trades or sells a Jointly Funded Open Space Parcel, or any
31 portion thereof, to the United States Forest Service, or any other governmental
32 entity, the provisions of Subsection 5.11 do not apply. However, in such event the
33 Acquiring Party shall repay to the Contributing Party the amount paid toward the
34 acquisition of such parcel by the Contributing Party, together with interest on
35 such payment calculated in the manner described in Subsection 5.6
- 36 5.9 In addition, in the event of such trade or sale the Acquiring Party will not be
37 limited by this Agreement in its use of the real property it receives in the trade or
38 sale.
- 39 5.10 The Acquiring Party may unilaterally exclude any Jointly Funded Open Space
40 Parcel from the provisions of this Agreement by repaying to the Contributing
41 Party the amount paid toward the acquisition of such land by the Contributing
42 Party, together with interest on such payment calculated in the manner described
43 in Subsection 5.6

1 5.11 If, at any time during the Term of this Agreement, an Acquiring Party receives an
2 offer for the purchase of any of its Jointly Funded Open Space Parcels, the
3 Acquiring Party agrees not to accept such offer or make any contract of sale with
4 respect to said parcel without first giving the Contributing Party the right to
5 acquire the Jointly Funded Open Space Parcel upon the same terms and
6 conditions contained in such offer of purchase. The Acquiring Party agrees to
7 give to the Contributing Party written notice of the terms and conditions of such
8 offer in accordance with the provisions of Section 12 and, if the Contributing
9 Party fails to enter into a bona fide contract upon the same terms and conditions
10 as those proposed to the Acquiring Party by the prospective purchaser within 30
11 days after the giving of such notice, then the Acquiring Party may sell the Jointly
12 Funded Open Space Parcel to the party making the offer. If, for any reason, the
13 Jointly Funded Open Space Parcel is not sold to such party, notice of any
14 subsequent bona fide offer that is acceptable to the Acquiring Party will be given
15 to the Contributing Party upon the same terms and conditions for acceptance or
16 rejection as hereinabove provided. Either party may record appropriate notice of
17 its rights under this Subsection 5.11 in the real property records of the Clerk and
18 Recorder of Summit County, Colorado.

19 6. Jointly Acquired Open Space. The following provisions apply to the acquisition and
20 possible disposition of a Jointly Acquired Open Space Parcel. We would like to keep the
21 original 50/50 split concept for joint ownership, unless otherwise agreed.

22 6.1 If the Parties agree that a Jointly Acquired Open Space Parcel is to be purchased,
23 then each Party will pay 50% of the purchase price of the Jointly Acquired Open
24 Space, including closing costs, unless otherwise agreed.

25 6.2 The Parties will agree which of them will prepare the contract documents related
26 to the acquisition of the Jointly Acquired Open Space Parcel.

27 6.3 Title to a Jointly Acquired Open Space Parcel will be taken by the Parties as
28 tenants in common with each of the Parties owning an undivided 50% interest in
29 the parcel, unless otherwise agreed.

30 6.4 Without the prior written consent of the other Party, neither Party will seek to
31 partition any Jointly Acquired Open Space Parcel. This restriction will survive the
32 termination of this Agreement, and continue to be enforceable thereafter in
33 perpetuity.

34 6.5 No Jointly Acquired Open Space Parcel may be sold except by the mutual
35 agreement of the Parties. The terms and conditions of any such sale shall be set
36 forth in a written contract approved by both Parties. Such contract will provide for
37 an agreed allocation of the net proceeds of the sale between the Parties.

38 6.6 If any parcel of Jointly Acquired Open Space is condemned by a party having the
39 lawful authority to do so, all landowner compensation, attorneys' fees, and costs

1 awarded or agreed to in connection with such condemnation action will be
2 divided equally between the Parties, unless otherwise agreed.

3 6.7 All matters related to the use, maintenance, and management of all Jointly
4 Acquired Open Space Parcels will be determined by mutual agreement of the
5 Parties in the Open Space Management Plan described in Section 7.

6 7. Open Space Management Plan.

7 7.1 From time to time throughout the Term of this Agreement the Parties will
8 develop, approve, fund, and implement one or more Open Space Management
9 Plans for the use, maintenance, and management of:

- 10 (a) all Jointly Acquired Open Space Parcels; and
- 11 (b) those Jointly Funded Open Space Parcels that the Parties agree to include
12 in the plan.

13 The Open Space Management Plans will be approved by the governing bodies of
14 both Parties and will be the controlling agreement for the use, maintenance and
15 management of all Jointly Acquired Open Space Parcels and those Jointly Funded
16 Open Space Parcels included in the plan, unless the plan is modified by mutual
17 agreement of the Parties. If there is a conflict between the terms of the Open
18 Space Management Plans and this Agreement, the terms of this Agreement shall
19 control.

20 8. Insurance.

21 8.1 Required Insurance. Throughout the Term of this Agreement the Town and the
22 County will each procure and maintain the following minimum insurance
23 coverages:

- 24 (a) workers' compensation insurance to cover obligations imposed by
25 applicable laws for any employee of the Town or County (as applicable).
- 26 (b) general liability insurance with limits of liability not less than the limits of
27 liability established from time to time by the Act. The policy must include
28 coverage for bodily injury, broad form property damage (including
29 complete operations), personal injury (including coverage for contractual
30 and employee's acts), blanket contractual, products, and completed
31 operations.

32 Such coverages will be procured and maintained with forms and insurers
33 reasonably acceptable to the other Party. All coverage will be continuously
34 maintained throughout the Term of this Agreement. In the case of any claims-
35 made policy, the necessary retroactive dates and extended reporting periods will
36 be procured to maintain such continuous coverage.
37

- 1 8.2 Deductibles. The Town and the County are each solely responsible for any
2 deductible amounts required to be paid under their own required insurance
3 policies described in Subsection 8.1.
- 4 8.3 Insurance Certificate. Each Party shall provide the other Party with a certificate of
5 insurance evidencing that policies providing the required coverages, conditions,
6 and minimum limits are in full force and effect. Such certificates shall be
7 provided within 10 days of the Effective Date of this Agreement, and on each
8 renewal or replacement of the required insurance policies throughout the Term of
9 this Agreement. The completed insurance insurances will be sent to the Parties at
10 the addresses provided in Section 12.
- 11 8.4 Open Space Not To Be Open To Public Use If No Insurance Coverage. If at any
12 time during the Term of this Agreement either the Town or the County fails to
13 procure or maintain policies providing the required coverages, conditions, and
14 minimum limits set forth above, no public use of any Jointly Acquired Open
15 Space Parcel will be permitted until such time as the required insurance policies
16 have been obtained. The failure of a Party to produce a certificate of insurance
17 evidencing that policies providing the required coverages, conditions, and
18 minimum limits are in full force and effect within 10 days of a written demand by
19 the other Party shall create a presumption that the required insurance policies are
20 not in full force and effect. This Subsection 8.4 shall not be deemed to create a
21 duty by either the Town or County to patrol or enforce any closure of a Jointly
22 Acquired Open Space Parcel.
- 23 9. Governmental Immunity. The Parties are each relying on, and do not waive or intend to
24 waive by any provision of this Agreement, the monetary limitations (presently \$150,000
25 per person and \$600,000 per occurrence) or any other limitation, right, immunity, defense
26 or protection otherwise available to Town and the County, and their officers,
27 representatives, agents and employees.
- 28 10. Mutual Indemnification.
- 29 10.1 Indemnification By Town. The Town will indemnify and defend the County, its
30 officers, employees, insurers, and self-insurance pool against all liability, claims,
31 and demands, on account of injury, loss, or damage, including, without limitation,
32 claims arising from bodily injury, personal injury, sickness, disease, death,
33 property loss or damage, or any other loss of any kind whatsoever, arising out of
34 or in any manner connected with this Agreement, to the extent that such injury,
35 loss, or damage is caused by:
- 36 (a) the negligence or intentional wrongful act of the Town, or any officer,
37 employee, representative or agent of the Town; or
- 38 (b) the Town' s breach of this Agreement,
- 39 except to the extent such liability, claim or demand arises through the negligence
40 or intentional wrongful act of the County, its officers, employees, or agents, or the

1 County's breach of this Agreement. To the extent indemnification is required
2 under this Agreement, the Town agrees to investigate, handle, respond to, and to
3 provide defense for and defend against, any such liability, claims, or demands at
4 its expense, and to bear all other costs and expenses related thereto, including
5 court costs and attorney fees.
6

7 10.2 Indemnification By County. The County will indemnify and defend the Town, its
8 officers, employees, insurers, and self-insurance pool against all liability, claims,
9 and demands, on account of injury, loss, or damage, including, without limitation,
10 claims arising from bodily injury, personal injury, sickness, disease, death,
11 property loss or damage, or any other loss of any kind whatsoever, arising out of
12 or in any manner connected with this Agreement, to the extent that such injury,
13 loss, or damage is caused by:

14 (a) the negligence or intentional wrongful act of the County, or any officer,
15 employee, representative or agent of the County; or

16 (b) the County's breach of this Agreement,

17 except to the extent such liability, claim or demand arises through the negligence
18 or intentional wrongful act of the Town, its officers, employees, or agents, or the
19 Town's breach of this Agreement. To the extent indemnification is required under
20 this Agreement, the County agrees to investigate, handle, respond to, and to
21 provide defense for and defend against, any such liability, claims, or demands at
22 its expense, and to bear all other costs and expenses related thereto, including
23 court costs and attorney fees.
24

25 10.3 Indemnity Subject To Act. The obligation of a Party to indemnify and defend the
26 other Party pursuant to this Section 10 is expressly subject to any applicable
27 limitation or provision of the Act or any other law providing similar limitations or
28 protections.

29 10.4 Indemnity For Worker's Compensation Claims.

30 (a) The Town will indemnify and defend the County with respect to any
31 claim, damage, or loss arising out of any worker's compensation claim of
32 any employee of the Town.

33 (b) The County will indemnify and defend the Town with respect to any
34 claim, damage, or loss arising out of any worker's compensation claim of
35 any employee of the County.

36 10.5 Survival. The obligation of a Party to indemnify and defend the other Party
37 pursuant to this Section 10 will survive the termination of this Agreement, and
38 will continue to be enforceable thereafter until such obligations are fully
39 performed.

40 11. Default; Resolution Of Disputes.

- 1 11.1 Default. A default will exist under this Agreement if any Party violates any
2 covenant, condition or obligation required to be performed hereunder. If any
3 Party fails to cure such default within 20 business days after another Party gives
4 written notice of the default to the Defaulting Party, then, at the Non-Defaulting
5 Party's option, the Non-Defaulting Party may terminate this Agreement. In the
6 event of a default not capable of being cured within 20 business days, a
7 Defaulting Party will not be in default hereunder if it commences curing the
8 default within 20 business days after receipt of written notice of default from the
9 Non-Defaulting Party, and thereafter cures such default with due diligence and in
10 good faith. Notwithstanding any Party's right to terminate this Agreement for an
11 uncured default, this Agreement is subject to the rights of any Party to invoke the
12 remaining provisions of this Section 11.
- 13 11.2 Negotiation. Either Party may give the other Party written notice of any dispute
14 arising out of or related to this Agreement that is not resolved in the normal
15 course of business. The Parties will attempt in good faith to resolve any such
16 dispute promptly by negotiations between the Parties' Authorized
17 Representatives. Within 15 business days after receipt of said notice, Authorized
18 Representatives will meet at a mutually acceptable time and place, and thereafter
19 as often as they reasonably deem necessary, to exchange relevant information and
20 to attempt to resolve the dispute. If the matter has not been resolved within 60
21 business days of the notice of dispute, or if the Parties fail to initially meet within
22 15 business days, either Party to the dispute may initiate mediation of the
23 controversy as provided below.
- 24 11.3 Mediation. If the dispute has not been resolved by negotiation as provided above,
25 the Parties will endeavor to settle the dispute by mediation with a neutral third
26 Party. If the Parties encounter difficulty in agreeing on a neutral third Party, they
27 may each appoint a neutral third Party, such third Parties to appoint a neutral third
28 Party to mediate.
- 29 11.4 Arbitration. Any dispute arising out of or relating to this Agreement or the
30 breach, termination or validity hereof, which has not been resolved by the
31 methods set forth above within 60 business days of the initiation of mediation,
32 will be finally settled by binding arbitration conducted expeditiously in
33 accordance with the commercial arbitration rules of the American Arbitration
34 Association (or other rules as may be agreed to by the Parties) by a sole arbitrator.
35 The place of arbitration will be Breckenridge, Colorado. The arbitrator is not
36 empowered to award damages in excess of compensatory damages.
- 37 11.5 Provisional Remedies. The procedures specified in this Section 11 are the sole
38 and exclusive procedures for the resolution of disputes among the Parties arising
39 out of or relating to this Agreement; provided, however, that a Party may seek a
40 preliminary injunction or other provisional judicial relief if, in its judgment, such
41 action is necessary to avoid irreparable damage or to preserve the status quo.
42 Despite such action, the Parties will continue to participate in good faith in the
43 procedures specified in this Section 11.

1 11.6 Performance To Continue. Each Party is required to continue to perform its
2 obligations under this Agreement pending final resolution of any dispute arising
3 out of or relating to this Agreement.

4 11.7 Extension Of Deadlines. All deadlines specified in this Section may be extended
5 by mutual agreement.

6 11.8 Costs. Each Party will pay its own costs with respect to negotiation and
7 mediation. The prevailing Party in any arbitration or provisional judicial relief is
8 entitled to reimbursement from the other Party for all reasonable costs and
9 expenses, including attorney fees in connection with such arbitration or
10 provisional judicial relief.

11 12. Notices. All notices required or permitted under this Agreement must given by registered
12 or certified mail, return receipt requested, postage prepaid, or by hand or commercial
13 carrier delivery, or by telecopies directed as follows:

14 If intended for Town to:

15
16 Town of Breckenridge
17 P.O. Box 168
18 150 Ski Hill Road
19 Breckenridge, Colorado 80424
20 Attn: Timothy J. Gagen, Town Manager
21 Telecopier number: (970)547-3104
22 Telephone number: (970)453-2251
23

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

25
26 Timothy H. Berry, Esq.
27 Town Attorney
28 Timothy H. Berry, P.C.
29 131 West 5th Street
30 P. O. Box 2
31 Leadville, Colorado 80461
32 Telephone number: (719)486-1889
33 Telecopier number: (719)486-3039
34

35 If intended for County, to:

36
37 Board of County Commissioners
38 P.O. Box 68
39 Breckenridge, Colorado 80424
40 Attn: Gary Martinez, County Manager
41 Telephone number: (970)453-3401
42 Telecopier number: (970)453-3535
43

1 with a copy in each case (which will not constitute notice) to:
2

3 Jeff Huntley, Esq.
4 Summit County Attorney
5 P.O. Box 68
6 Breckenridge, Colorado 80424
7 Telephone number: (970)453-3407
8 Telecopier number: (970)454-3535
9

10 Any notice delivered by mail in accordance with this Section is deemed to have been
11 duly given and received on the third business day after the same is deposited in any post
12 office or postal box regularly maintained by the United States postal service. Any notice
13 delivered by telecopier in accordance with this Section is deemed to have been duly given
14 and received upon receipt if concurrently with sending by telecopier receipt is confirmed
15 orally by telephone and a copy of said notice is sent by certified mail, return receipt
16 requested, on the same day to that intended recipient. Any notice delivered by hand or
17 commercial carrier is deemed to have been duly given and received upon actual receipt.
18 Either Party, by notice given as above, may change the address to which future notices
19 may be sent. E-mail is not a valid method for the giving of notice under this Agreement.
20

21 13. Annual Appropriation.
22

23 13.1 Town Appropriation. Notwithstanding anything herein contained to the contrary,
24 the Town's obligations under this Agreement are expressly subject to an annual
25 appropriation being made by the Town Council of the Town of Breckenridge in
26 an amount sufficient to allow Town to perform its obligations under this
27 Agreement. If sufficient funds are not so appropriated, this Agreement may be
28 terminated by either Party without penalty upon notice given in the manner
29 described in Section 12. The Town's obligations under this Agreement do not
30 constitute a general obligation indebtedness or multiple year direct or indirect
31 debt or other financial obligation whatsoever within the meaning of the
32 Constitution or laws of the State of Colorado.

33 13.2 County Appropriation. Notwithstanding anything herein contained to the contrary,
34 the County's obligations under this Agreement are expressly subject to an annual
35 appropriation being made by the Board of County Commissioners of Summit
36 County, Colorado in an amount sufficient to allow the County to perform its
37 obligations under this Agreement. If sufficient funds are not so appropriated, this
38 Agreement may be terminated by either Party without penalty upon notice given
39 in the manner described in Section 12. The County's obligations under this
40 Agreement do not constitute a general obligation indebtedness or multiple year
41 direct or indirect debt or other financial obligation whatsoever within the meaning
42 of the Constitution or laws of the State of Colorado.

- 1 14. Third Parties. This Agreement does not confer upon or grant to any third party any right
2 to claim damages or to bring suit, action, or other proceeding against either the Town or
3 the County because of any breach of this Agreement, or because of any of the terms,
4 covenants, agreements and conditions contained in this Agreement.
- 5 15. Waiver. The failure of either Party to exercise any of its rights under this Agreement is
6 not a waiver of those rights. A Party waives only those rights specified in writing and
7 signed by either Party waiving its rights.
- 8 16. Independent Contractor. In connection with this Agreement each of the Parties acts as an
9 independent contractor (and not an agent or employee of the other Party), without the
10 right or authority to impose tort or contractual liability upon the other Party.
- 11 17. Applicable Law. This Agreement will be interpreted in all respects in accordance with
12 the laws of the State of Colorado.
- 13 18. Entire Agreement. This Agreement constitutes the entire agreement and understanding
14 between the Parties as to the subject matter of this Agreement, and supersedes any prior
15 agreement or understanding relating thereto.
- 16 19. Amendment. This Agreement may be modified or amended only by a duly authorized
17 written instrument executed by the Parties. No oral amendment or modification of this
18 Agreement is allowed.
- 19 20. Severability. If any of the provisions of this Agreement are declared by a final, non-
20 appealable judgment court of competent jurisdiction to be invalid, illegal or
21 unenforceable in any respect, the validity, legality and enforceability of the remaining
22 provisions of this Agreement will not in any way be affected or impaired thereby.
- 23 21. Section Headings. Section and subsection headings are inserted for convenience only
24 and in no way limit or define the interpretation to be placed upon this Agreement.
- 25 22. Authority. The individuals executing this Agreement on behalf of each of the Parties
26 represent to the other Party that they have all requisite powers and authority to cause the
27 Party for whom they have signed to enter into this Agreement, and to bind such Party to
28 fully perform its obligations as set forth in this Agreement.
- 29 23. No Adverse Construction. Both Parties acknowledge having had the opportunity to
30 participate in the drafting of this Agreement. This Agreement is not to be construed
31 against either Party based upon authorship.
- 32 24. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the Parties
33 and their respective successor governing boards.
- 34 25. Approval By Governing Boards or Other Authority. In accordance with Section 29-1-
35 203(1), C.R.S., this Agreement will not become effective unless and until it has been
36 approved by the governing bodies of both the Town and the County, or by such persons
37 as has the power to approve this Agreement on behalf of the Town and the County.

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

BOARD OF COUNTY COMMISSIONERS OF
SUMMIT COUNTY, COLORADO

By:

Chair

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ATTEST:

Kathleen Neel, Clerk and Recorder, and ex-officio
clerk to the Board of County Commissioners

EXHIBIT "A"
TO
INTERGOVERNMENTAL AGREEMENT
(Jointly Owned and Jointly Funded Open Space Parcels)

List of Jointly Funded Open Space Parcels

**[TO BE PREPARED AND INSERTED
BEFORE SIGNING]**

Parcel Name or Description	Acquiring Party	Contributing Party	Amount of Contributing Party's Contribution

EXHIBIT "B"
TO
INTERGOVERNMENTAL AGREEMENT
(Jointly Owned and Jointly Funded Open Space Parcels)

List of Jointly Acquired Open Space Parcels

**[TO BE PREPARED AND INSERTED
BEFORE SIGNING]**

MEMORANDUM

TO: Tim Gagen
FROM: Chris Kulick, Planner I
DATE: February 2, 2010
SUBJECT: Existing Enclaves

After researching, I have found 5 enclaves within the Town of Breckenridge, which are completely surrounded by the Town. These include: the Contino property, 112 Beavers Drive, the Silver Shekel area (Silver Shekel, Tom's Baby, Tatro, and Fairview Homes subdivisions, Plus Vienna Townhomes), the Four O' Clock Subdivision, the Woods Manor Condominiums, 290 Broken Lance, and the Public Service Company Property, off of Wellington Road. Below is specific information for each one of these enclaves including existing development and development potential, availability of services, existing infrastructure and short narratives describing the potential positive and negative associated with annexing these properties.

The Contino property, 112 Beavers Drive – This 0.459 acre property has one 7,267 square foot single-family home that was constructed in 1998. The property currently is serviced by well water and a septic system. This property is accessed by Town maintained roads and is not eligible for Town water service without annexation.

This property is attractive to annex based on potential collection of property, lodging, and real estate transfer taxes. Additionally the property is accessed off of the Town maintained Beavers Drive, so there is little or no impact on Town services. This property is eligible for enclave annexation as it has been surrounded for more than 3 years.

Silver Shekel Area (one enclave containing the following five subdivisions)

Silver Shekel Subdivision, Filings 1, 2 & 3 – Silver Shekel consists of three separate filings which have a total of 192 single-family lots. The typical lot size is close to ½ acre, ranging from 0.4 to 2.3 acres. 180 of the 192 lots have been developed and were completed between 1968 and 2009. Home sizes range from 740 to 6,842 square feet in size, with the average home being 2,551 square feet. The Silver Shekel subdivision filings are largely comprised of second homes, with 105 of the 170 developed properties being second homes. Though the majority of these properties are second homes, a significant percentage of these properties are rented out to the local population and act as workforce housing. Access to this subdivision is via the County maintained, Fairview Boulevard and Shekel lane and the Town and County maintained Silver Circle. All of these roads are paved. Presently 170 of the 180 constructed residences are served by Breckenridge Water. The remaining 10 existing homes and 12 un-built lots are eligible for Town water service. The majority of developed lots are served by the Breckenridge Sanitation District. All of the lots are eligible for sanitation district service if desired.

Fairview Homes Subdivision – The Fairview Homes Subdivision has a total of 14 single-family lots. The typical lot size is close to ½ acre, ranging from 0.33 to 0.58 acres. All but one of the lots has been developed and all were completed between 1999 and 2005. Home sizes range from 2,476 to 5,445 square feet in size, with the average home being 3,286 square feet. Access to the subdivision is via the County maintained, Fairview Boulevard and Fairview Circle. Both of these roads are paved. Presently 13 of the lots are served by Breckenridge Water. The remaining un-built lot is eligible for Town water service. All developed lots are served by the Breckenridge Sanitation District. The single remaining undeveloped lot is eligible for sanitation district service if desired.

Tom's Baby Subdivision – This subdivision has 3 single family lots that are each ½ acre in size. All three lots have been developed with residences that range in size from 1,904 to 2,729 square feet. All three properties currently serve as primary residences. Subdivision access is obtained through the County maintained Fairview Boulevard. Presently all units are served by Breckenridge Water and the Breckenridge Sanitation District.

Vienna Townhomes - Vienna Townhomes is a 28 unit, multi-family residential development, situated on a 1.96 acre parcel of land adjacent to highway 9. The complex was constructed in 1973. Today 18 of the 28 units are owned by local residents. Units in the complex range in size between 1,058 and 1,162 square feet. Access to the development is through the County maintained Fairview Boulevard. Presently all units are served by Breckenridge Water and the Breckenridge Sanitation District.

Tatro Subdivision – The Tatro Subdivision consists of two lots. Lot 1 is 5 acres in size and has a 7,140 square foot commercial structure that was constructed in 2001. Lot 2 is 3 acres in size and currently is undeveloped. Under the Town's land use guidelines, lot 1 could achieve a maximum density of 8,712 square feet and lot 2 could reach 5,227 square feet, if specific conditions are met. Lot 1 is currently served by Breckenridge Water and Lot 2 is eligible for water service if the site is developed. Breckenridge Sanitation serves lot 1 and lot 2 is eligible for service.

Silver Shekel Area Impacts – In order for any type of enclave annexation to occur, all five subdivisions will have to be annexed at the same time. Fairview Homes, Tatro, and Silver Shekel are eligible to request annexations individually or through an electoral process. Due to being less than 1/6 contiguous with Town Boundaries, Tom's Baby and Vienna Townhomes are not eligible to be individually annexed. Overall it is difficult to determine the full extent of the impacts that annexing the entire Silver Shekel area would create. Fairview Townhomes, Tom's Baby, Tatro and Vienna Townhomes are presumed to have mainly a positive fiscal impact on the Town because of their adjacency to Highway 9 which would enable us to minimally expand our services. By contrast if Silver Shekel is annexed, the Town would be responsible for several miles of additional roads that will have to be maintained, plowed, patrolled, and possibly brought up to our Town road standards. Additionally Silver Shekel has a fairly large population base which would impact other services.

Four O'clock Subdivision – This subdivision has 38 single family home sites, 33 of the lots have single-family homes, and 5 are undeveloped. All but two of the 38 lots are ½ acre in size. Home size and age of the homes is quite varied in the Four O'clock subdivision. The oldest property was developed in 1969 and newest developed in 2007. Home size ranges from 1,148 to 7,142 square feet, with the average size being 3,762. The Four O' Clock subdivision overwhelmingly is comprised of second homes, with 31 of the 33 developed properties fitting in this category. The subdivision is accessed by a Town maintained, paved section of Four O' Clock Run Road, the County maintained, dirt section of Four O' Clock Run Road and the dirt Sawmill Run Road. Presently 24 of the lots are served by Breckenridge Water. The remainder of the lots are eligible for Town water service. The majority of the lots are served by the Breckenridge Sanitation District. All of the lots are eligible for sanitation district service if desired.

The Four O' clock subdivision offers the most positive and negative impacts of any of the enclaves. Positive impacts could be gained through the property, lodging and real estate transfer collected due to the enclave's adjacency to the ski resort. Significant negative impacts would be absorbed through acquiring the substandard, dirt street network. Other negative impacts may include necessary drainage and utility upgrades. The Town was approached several years about annexation by several homeowners but declined as the owners were unwilling to bring their roads up to Town standards. This property is eligible for annexation under an enclave annexation as it has been surrounded for more than 3 years.

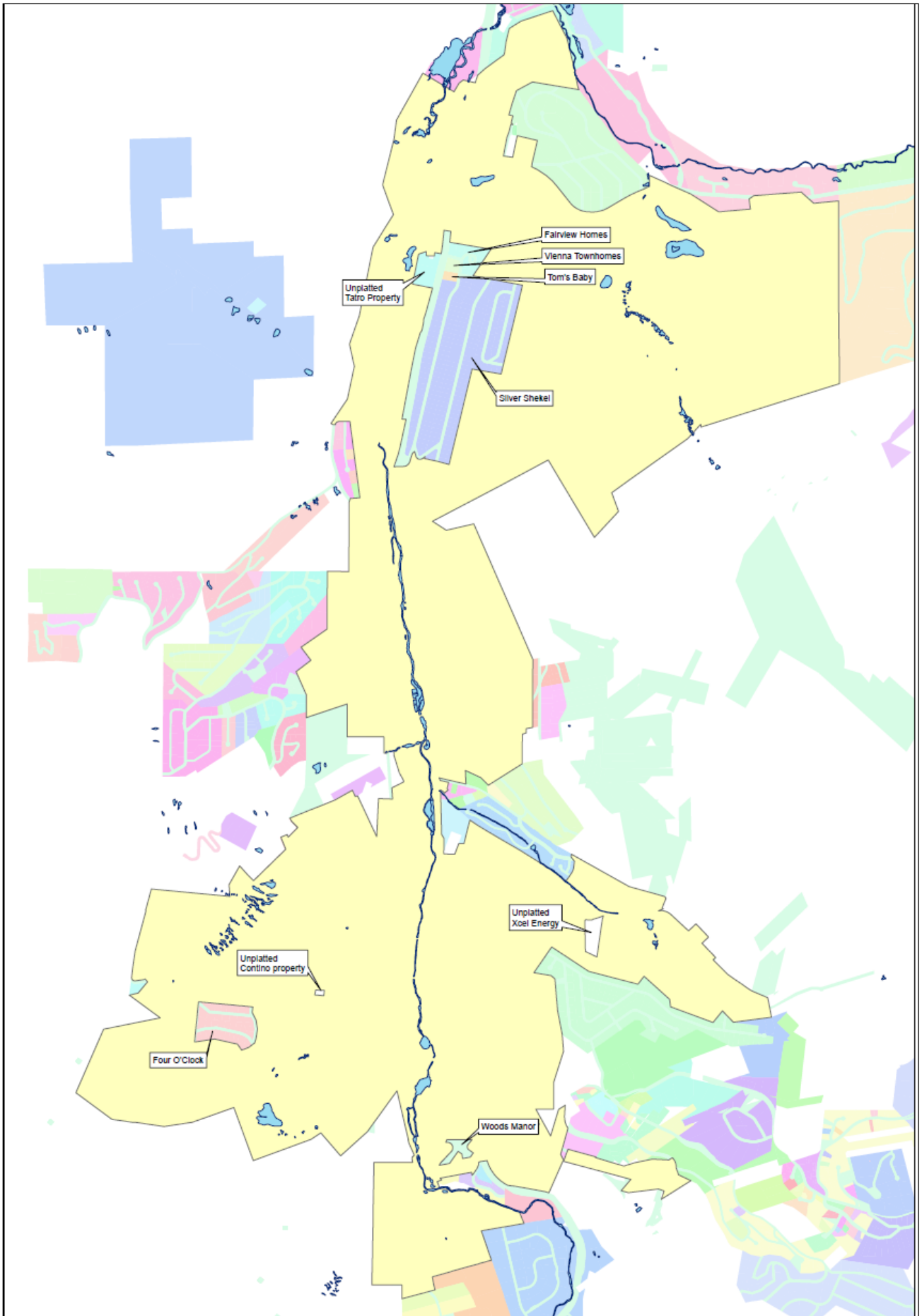
Woods Manor Condos – Woods Manor Condos is a 24 unit residential development situated on a 3.9 acre parcel of land adjacent to Maggie Placer, Ski and Racquet Condominiums, Amerind Townhomes and Village Point Townhomes. The complex was constructed in 1985. 18 units are owned by second home owners and 6 units are timeshares. Units in the complex range in size between 939 and 1,338square feet. Access to the development is through the Town maintained Broken Lance Drive. Presently all units are served by Breckenridge Water and the Breckenridge Sanitation District. This property was left out of the petition for annexation of Warriors Mark in 2001.

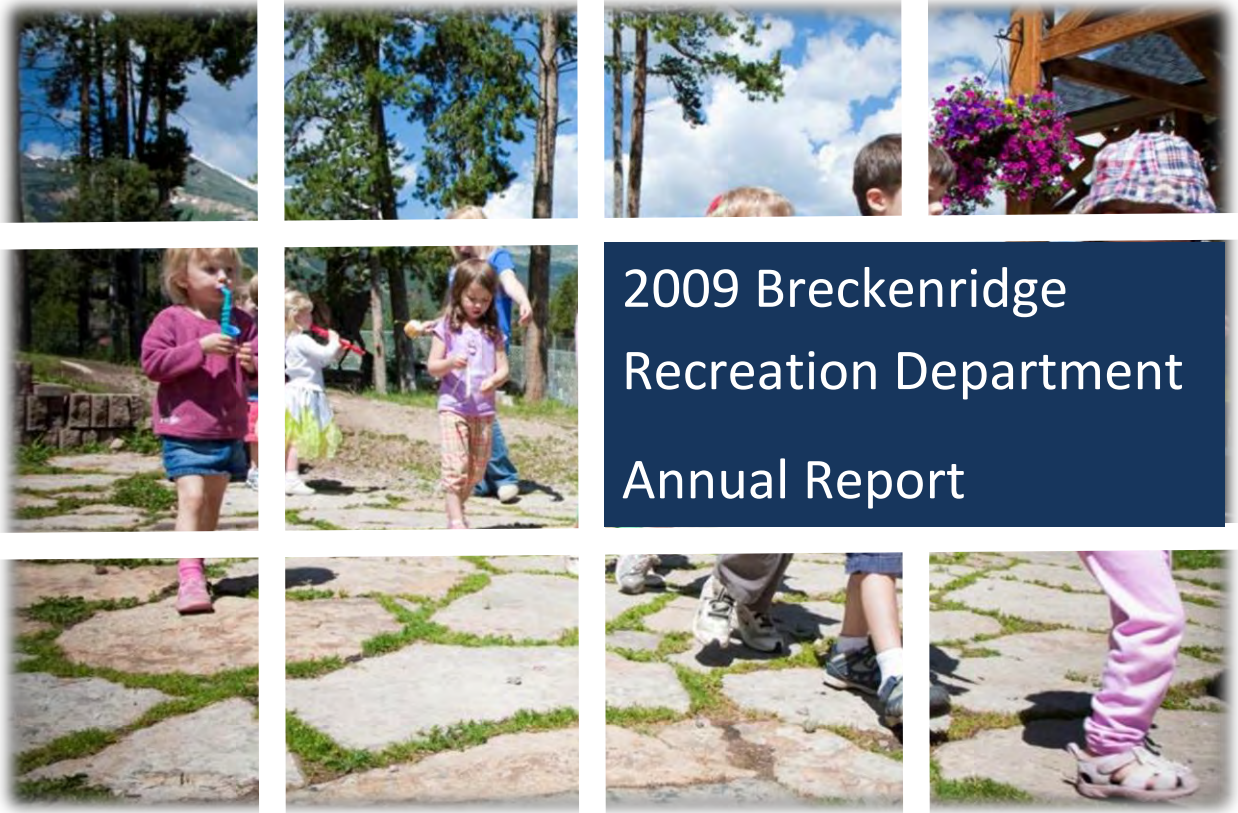
Woods Manor Condos impacts, both positive and negative, should be fairly minimal if annexed. This is due to the complex being accessed off of the Town maintained and patrolled Broken Lance Drive. Some positive impacts to the Town from annexation could be achieved through lodging, property and real estate transfer tax collected from the property. This property is eligible for annexation under an enclave annexation as it has been surrounded for more than 3 years.

Public Service Company property on Wellington Road – Within this 5.9 acre parcel a Public Service sub-station is located. Access to this property is off of Wellington Road. The parcel is adjacent to the Revett's Landing Subdivision, Stilson Placer, and the Corkscrew Subdivision.

It is presumed there will be no impact Town one way or the other if the property were annexed. Currently the County does not collect any taxes on this property and the property is accessed off of a Town maintained road, Wellington Road. This property is eligible for annexation as an enclave.

Enclave Location Map





2009 Breckenridge Recreation Department Annual Report

“The staff was positive and helpful. The equipment is in good working order, clean and abundant. The group exercise staff was knowledgeable and excellent in giving user-friendly instruction and offering encouragement. The lifeguards were courteous and friendly. The locker rooms and bathrooms were always clean. The facility is Amazing! Our family of 4 (ages 10-44) was very impressed. Your center is terrific. Thank you!”

“This is such a glorious place. It was just great to work out here! Very good Pilates class on Wednesday. Everything about this facility is just outstanding. I so appreciate the reasonable daily rates as well as the 3 day punch-card.”

“Excellent rope/climbing instruction for our family. Professional, polite & friendly. Made the kids feel confident on the wall. Thank you!”

“Beautiful rink! Everyone was very helpful.”



Insights from the Recreation Director

Thank you to the Breckenridge community for your continued interest and involvement in the Recreation Department! As you know, the Recreation Department consists of the Recreation Center, Kingdom Park, Carter Park, Recreation Programs, the Stephen C. West Ice Arena, and Gold Run Nordic Center. These facilities, programs and services are widely supported by the Breckenridge community and its visitors.

Due to the state of the global economic environment, 2009 was a particularly challenging year. The Town had to quantify the effect of the recession, estimating a shortfall of \$2-3,000,000 in revenue. Town senior leadership and council determined that out of cycle budget reductions were necessary to protect the Town's monetary reserves. The result was tiered cuts to operational and capital budgets totaling over \$2,000,000 in savings against the 2009 budgeted expense amount. The Recreation Department focused on reducing expenses and implementing long term cost savings measures. Examples include reduced staffing levels and implementation of new processes designed to create efficiencies such as driving online business. Service level impacts that were seen include reduced facility hours, reduced operating seasons (outdoor ice and Nordic), increased admission rates and program fees, and reduced number of programs. These changes resulted in a significant savings to the Town's general fund.

Recreation Department staff worked hard to make the changes as transparent as possible; however, the service level reductions and fee changes did have an impact to the community. Staff continues to balance the competing needs of the community while also trying to provide long-term sustainable levels of services to our customers.

In light of the economic challenges, the following report highlights the accomplishments of 2009. The Recreation Department was able to offer a high level of service to the community and saw strong participation throughout the year. In addition, customer satisfaction scores continue to remain high and are comparable to many successful businesses in the US. We were able to achieve budgeted revenue while reducing expenses, proving yet again that the Breckenridge community truly values active, healthy lifestyles!

A handwritten signature in white ink on a dark blue background. The signature is cursive and reads "Lynn Zwaagstra".

Lynn Zwaagstra, Director of Recreation, Town of Breckenridge

Acknowledgements

2009 Breckenridge Town Council



(Pictured left to right: Jennifer McAtamney, Rob Millisor, Jeffrey Bergeron, Mayor John Warner, Eric Mamula, Peter Joyce, Dave Rossi)

Recreation Department Management



Lynn Zwaagstra
Director of Recreation



Jenise Jensen
Administrative Manager



Kevin Zygulski
Stephen C. West Ice Arena Manager



Diane McBride
Recreation Center Manager



Bree Schacht
Recreation Programs Manager

Table of Contents

Recreation Department History..... 5

 How We Came to Be... 5

 Where We Are Now..... 5

Vision, Mission & Values 7

Department Overview 8

 Recreation Department Divisions 8

Partnerships 10

2009 Department Highlights (Projects, Programs, Services) 12

Recreation Center Operations 14

Recreation Programs Operations..... 16

Stephen C. West Ice Arena Operations..... 18

Administration & Support Operations 20

Marketing..... 21

 Initiatives and Successes 21

 Net Promoter and Customer Feedback 22

 Marketing Efficacy 24

Participation Statistics 26

 Recreation Center 26

 Recreation Programs..... 27

 Stephen C. West Ice Arena..... 27

 Gold Run Nordic Center 28

Finances 29

 Recreation Department Overview 29

 Recreation Center 30

 Recreation Programs..... 30

 Stephen C. West Ice Arena..... 31

 Gold Run Nordic Center 31

Interesting Fun Facts..... 32

Recreation Department History

How We Came to Be....

Prior to the 1980's, recreational opportunities provided by the Town of Breckenridge originally consisted of field usage, and were under the auspices of the Parks Division of the Public Works Department at the time. Carter Park, a 5-acre field area, was maintained and operated by the Town dating back to the 1970's and included an open field area, four tennis courts, two play structures, one sand volleyball court, one paddleball court, a picnic pavilion, and a ski/sledding hill. During the 1975-1976 time period, the Town operated a rope tow on the Carter Park ski hill that continued in operation until approximately the mid-1980's.

In 1983 the Town offered Kingdom Park as a 29.5 acre park with two tournament-quality softball/baseball fields with fixed seating, a soccer field with fixed seating, a play structure and picnic area, concession facilities and restrooms.

As the Town focused on providing recreational opportunities, the Breckenridge Golf Course was developed. The Town of Breckenridge can boast that it is the only municipality in the world to own a Jack Nicklaus designed, 27-hole golf course. The course originally opened for play in 1985 with 18 holes. During the summer 2001 golf season, the Town opened another nine holes also designed by Nicklaus and every bit as challenging as the original 18-holes. With time, the golf course and operations became a separate operating department within the Town.

In 1988, the Town hired Dave Boley to conduct summer recreational programs on the fields. These programs expanded into an after-school enrichment program that was conducted at Breckenridge Elementary school, utilizing the school's gym and fields. When he left, Laurie Smith-Boley took over the operation of recreation programs in Breckenridge. Both had worked out of a variety of offices at both Town Hall and the Public Works Department Secretary's office, sometimes using their laps as desks.

Where We Are Now.....

The recreational facilities and programs offered now are a direct result of the public process and community input over the years. This input has most recently been re-verified by the 2002 Vision Process, which included extensive community feedback. In 1989, The Town conducted a facilities master planning process with community input, and recreational resources were ranked 7th by the community. As a result of this process, the Town obtained voter approval to proceed with the construction of the Breckenridge Recreation Center. It was at this time that the Recreation Department became a formal department within the Town's organizational structure. The Rec Center was designed by Barker Rinker Seacat, constructed by Adolfson & Peterson, and built upon the site of the existing Kingdom Park fields, which were reconfigured into their current arrangement during construction. At the time, the sod from the fields was given away to Town residents, prior to the commencement of construction. The Recreation Center, outdoor tennis courts, and reconfigured Kingdom Park fields

opened on Dec. 14, 1991. In 1996, after more public process and a community desire for expansion, an extension was done to the Rec Center, which added the current rock climbing wall, cardio and circuit training areas, and the lower studio.

In the late 1990's, there was county-wide discussion regarding building an ice rink. When no other entities pursued this, the town sought public input and built the Breckenridge Ice Rink, designed by Sink Combs Dethlefs Architects, which was an outdoor man-made refrigerated ice rink. Due to the popularity of the Ice Rink, the town hired Adolfsen & Peterson to build the current Stephen C. West Ice Arena in 2001, which added to the outdoor ice rink a beautiful indoor ice arena with seating, full service pro shop, locker rooms, and meeting room facilities.

In 2004, the Town decided to utilize the Breckenridge Golf Course as a winter-time Nordic ski area, resulting in Gold Run Nordic center being added to the offering of recreational opportunities operated by the Recreation Department.

In 2007, the Town completely gutted and renovated the pool mechanical systems at the Rec Center; replacing them with state-of-the art Neptune Defender media filter systems, and adding children's play features into the leisure pool. In 2008, the Rec Center family locker room area was upgraded and the kitchen in the multi-purpose room was renovated and brought up to current codes and standards. In 2009, the roof over the Aquatics area of the Rec Center was replaced. Future plans include a 2010 locker room renovation of the Rec Center.

Recreation Directors:

1988 Dave Boley
 1991 Chuck Harrison
 1993 Erroll Miller
 1994 Bob Pfeiffer
 2004 Jill Wait
 2007 Lynn Zwaagstra

Rec Center Managers:

1991 Tony DiLallo
 2001 Dean Radeug
 2005 Jenise Jensen
 2009 Steve Wright
 2010 Diane McBride

Stephen C. West Ice Arena Managers

1996 Ron Byrne
 1998 Mike Swirka
 2002 Jenise Jensen
 2005 Kevin Zygulski

Assistant Directors:

2003 – Greg McSwain
 2005 – Lynn Zwaagstra
 2007 – Brad Feik
(Position eliminated 2008)

Administrative Managers:

2009 Jenise Jensen

Recreation Program Managers:

1997 – Mary Quinn
 2005 – Diane McBride
 2010 – Bree Schacht

Vision, Mission & Values



VISION

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



MISSION

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



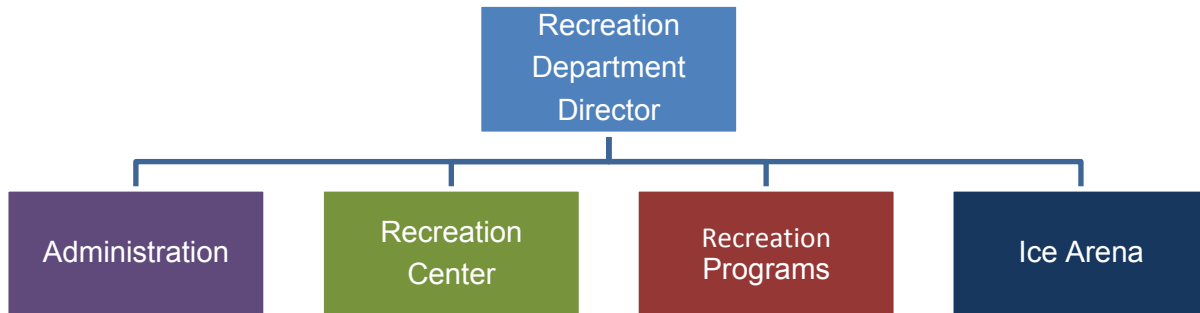
VALUES

Influence • Relationships • Adaptability
Knowledge • Communication

Department Overview

Recreation Department Divisions

The Recreation Department is separated into four separate operating divisions. Those divisions are: Administration, Recreation Center, Recreation Programs, and the Ice Arena.



The **Administrative Division** of the Town of Breckenridge Recreation Department consists of the following:

- Personnel administration and support for the department, including approximately 26.5 full time and over 200 part-time and/or seasonal employees.
- Software systems, processes and support for the Active software, which handles facility reservations, program registration, membership sales, and POS transactions for all financial transactions throughout the department.
- Finances, including reconciliations, record keeping, budgeting and reporting.
- Marketing and advertising, including website and social media development.
- Promotional development and support.

The **Recreation Center Division** of the Town of Breckenridge Recreation Department consists of the following:

- Operational management of the Rec Center, including aquatics area with locker rooms, gymnasium, tennis courts, guest services & membership sales, cardio theater and fitness equipment/studios, weight room, racquetball court, multi-purpose room and pro shop.
- Operations of Carter Park and Kingdom Park.
- Fitness, wellness programs, and personal training programs.
- Aquatics programs and facility safety and response.
- Indoor and outdoor tennis complex, tennis leagues, clinics and special events.

The **Recreation Programs Division** of the Town of Breckenridge Recreation Department consists of the following:

- Financial management, risk management, and general programming for programs offered at the Recreation Center and held at various locations throughout Town, such as Carter Park, Kingdom Park, and town open space and trails.
- Adult sports, youth sports, sports camps, special events, and race series that accompany Town events.
- Climbing wall and climbing programs for adults and youth, climbing competitions, summer adventure camps, and outdoor recreation programming.
- Bearly Big childcare, toddler programs, preschool programs, home-school programs, licensed childcare including afterschool and summer day camp, and teen programs.
- Operations and facility management for Gold Run Nordic Center, guest services, pro shop, lessons, clinics, skier services, and special events.

The **Ice Arena Division** of the Town of Breckenridge Recreation Department consists of the following:

- Operational management of the Stephen C. West Ice Arena, including indoor and outdoor ice sheets, pro shop, meeting rooms, guest services, and facility rentals and events.
- Figure Skating Programs including learn to skate, freestyle programming, feature ice shows, and special events.
- Hockey Programs including mini-mites, learn to play hockey, hockey leagues, tournaments, and special events.

Partnerships

The Recreation Department is committed to providing recreational opportunities for the community. To that end, the Department partners with a number of organizations and businesses by providing facilities, services and fundraisers that support many community organizations and activities. Some of the more significant partnerships include:

- The Putterhead Volleyball Tournament, in partnership with the Volleyball of the Rockies in Denver. This event included 356 teams in 2009, with an economic impact of over \$77,000.
- Oktoberfest 5k Run/Walk, in partnership with the Breckenridge Resort Chamber's annual Oktoberfest festivities, saw 153 participants.



- St. Patty's Dodgeball Tournament made possible through a sponsorship with Burke & Riley's, included 9 teams from Summit County.

- Summit Trail Running Series, with North Face as the presenting sponsor, included 1,073 participants throughout the series, which runs from June through August and has an economic impact of over \$12,000.

- Kingdom Kup Hockey Tournament – This annual fundraiser for the Summit Youth Hockey Association is held over 2 separate weekends in October. Though the ice is donated by the Town of Breckenridge, this is a great event for the town, bringing 16 youth hockey teams from out of county and all their families, with an economic impact of \$48,000.
- The Hockey Classic, another fundraiser for Summit Youth Hockey Association, raised over \$21,000 for their organization. The Ice Arena donates approximately seven hours of ice time and staff for logistical support. The Hockey Classic took place in April with 60 players total, including 10 visiting hockey celebrities and 50 local players. Over 2 days there were 4 games played and approximately 800 visitors at the Ice Arena to watch the games and participate in the festivities.
- In partnership with Summit County Library, the Ice Arena hosted 2 Story Time events in July, with 60-100 participants at each Story time. The Ice Arena donated facility use and staff time for these events.



- In partnership with the Breckenridge Resort Chamber, Gold Run Nordic Center hosted the Ullr Bonfire with approximately 175 participants attending the crowning of this year's King & Queen.



- As a fundraiser for LAPS (League for Animals & People of the Summit), the Gold Run Nordic Center hosted the 6th Annual Dogterra Event, which drew 66 human participants.

- The Great Egg Scramble, made possible through a grant from Vail Resorts, had 377 participants.

- In partnership with Breckenridge Elementary School and Upper Blue Elementary School, the Rec Center donates use of the facility and staff time for the school's annual Halloween Carnival fundraiser. Over 200 people attended the event and approximately \$6,600 was raised for the schools.



- The Recreation Center partnered with a variety of local health care and service providers to offer the Wednesday Wellness Series. This event is held once a month and is offered free to the community each month during the winter months. Presentations included Dr. Jannine Walldan, ND, on "Fueling Up for Winter Sports"; Kathryn Grohusky, Summit County Community and Senior Center Manager on "Mental Fitness: Healthy Aging"; – Dr. Greg Poulter & Bill Lerch on "Spinal Injuries and How to Rehab"; Dr. Kim Nearpass on "Wellness through Cleansing"; Valerie Fagan Swentkowski on "Nutrition, Fitness & Natural Wellness... Just For You!"; Justin Pollack-Mountain River Naturopathy on "Winter Colds and Flu – Prevention and Natural Remedies"

The Recreation Department provides support to over 25 local non-profit organizations with donations or in-kind services, including the Summit Foundation, the Summit Nordic Ski Club, Summit Youth Hockey Association, Carriage House, Advocates for Victims of Assault, Team Breck, the Family Intercultural Resource Center, Keystone Science School, Little Red, the BOEC, Mountain Top Children's Museum, Breckenridge Elementary School, Upper Blue Elementary School, Summit High School, the National Repertory Orchestra and the Breckenridge Music Festival, Breckenridge Film Festival, LAPS, and the Lake Dillon Foundation for the Performing Arts.

2009 Department Highlights (Projects, Programs, Services)



2009 was a year of change and transition, as the Town of Breckenridge and the Recreation Department adapted to the global economic downturn. Funding levels were greatly reduced, inspiring the implementation of business practice changes. The Recreation Department focused on finding efficiencies. Automating processes and driving online traffic was the theme, and will continue throughout 2010. Service level changes included a reduction in facility operating hours, operating seasons (outdoor ice and Nordic), and the number of programs offered. Some adjustments to fee structures were also implemented.

The Recreation Department began 2009 with a projected expense budget of \$5,159,700 and ended the year at \$4,216,400. This was a \$943,300 savings. 2009 budgeted revenue was \$2,600,600, with actual revenue coming in at \$2,558,400. This yielded a 60% cost recovery, a 10% increase over the budgeted 50% cost recovery.

As outlined in the customer feedback section of this report, the Recreation Department collects customer feedback through random surveys, program evaluations, and customer comment cards. A total of 1,962 evaluations were received. One standard question is the “net promoter” question that yields a score indicative of customer loyalty. The total Recreation Department net promoter score for 2009 was 73%. This compares favorably with many successful companies throughout the US, such as Apple, Google, and Amazon.

Total participation for Recreation Department facilities and programs held steady in 2009, for a grand total of 248,860 participants. This was down from 2008 by 1,515 total participants. 2008 was an exceptional year, with a total of 250,375 participants. The highest participation prior to 2008 was 2007, at 217,277 total participants.

Two roof repair projects were completed; the Recreation Center roof replacement and the Ice Arena roof repair. The Recreation Center roof replacement was a capital expenditure for the Town completed out of necessity from years of heavy snow loads. The Ice Arena roof was completed through an insurance claim from damage caused by heavy ice pack. The Breckenridge community was impacted by multiple week closures of the facilities; however, every effort was made to offer alternatives and reschedule programs so that loyal customers continued to receive access to their valued programs.

Recreation Department staff offered many new programs throughout the year. Some of these programs included the following; “Tons of Trucks” held at the Riverwalk Center that showcased dozens of different super-sized trucks that kids could explore, Wilderness First Aid offered by the Wilderness Medicine Institute of NOLS, Miners of 1859 summer camp, the Father Dyer 5k Mail Run in conjunction with Breck

150, the first annual Breck Figure Skating Club banquet, an after prom ice skating party for Park County, and pond skating at Gold Run Nordic Center. In addition to the many new programs offered, several ongoing programs saw record-breaking participation, including family gym time, Oktoberfest Women's Hockey Tournament, and fitness classes.

When out-of-town visitors travel to Breckenridge specifically to attend Recreation Department facilities or programs, economic impact data is collected utilizing formulas provided by the Breckenridge Resort Chamber. In 2009, Recreation Department programs and facilities generated \$1,466,368 in revenue to the Town through visitor participation.

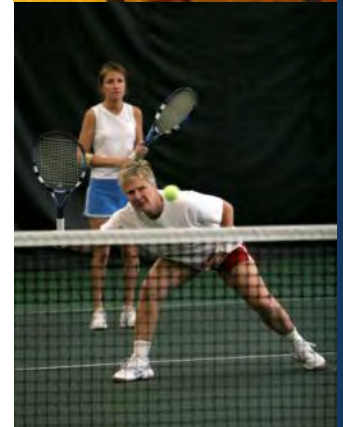
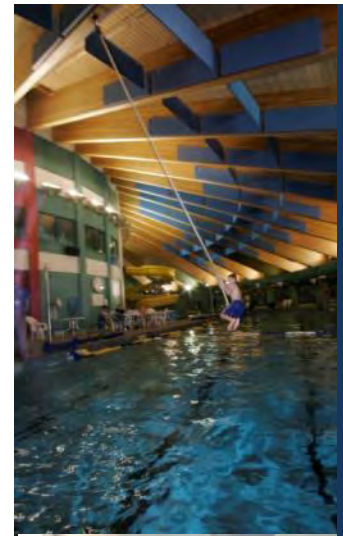
Energy conservation continued to be a focus of the Ice Arena, and in 2009 there was a 16% decrease in utility bills from 2008, which is the lowest usage since 2004. This is due to staff utilizing a new product called "Ice Max" which is a protein additive used in the flood water of the ice resurfacers. The product lowers the freezing point of the flood water allowing the compressor temperatures to be raised by 2 degrees without sacrificing the quality of ice. In addition, staff lowered the building temperature by 2 degrees and lowered the discharge air temperature of the heating system by 20 degrees to further lessen the load on the refrigeration equipment. Preliminary estimates show a savings in gas and electric costs of \$25,000.

The Staff Development and Empowerment Team (SDET) was formed within the Department and the team's mission is: *"Providing a resource to Recreation Department staff to enhance their capabilities as leaders and effective employees by exercising the Values and Philosophies of the Town."*

Recreation Center Operations

Highlights for the Recreation Center Division in 2009 included the following:

- The Recreation Center achieved 101% of the projected revenue goal for the year and expended 81% of the original projected expenses. This resulted in a positive budget variance of \$421,507 from the original budget. This positive outcome was achieved during a year with reduced Town visitor and guest traffic, due to the slowed economy and late start to the snow season, as well as during a year in which the pool was closed during the majority of the summer months for a roof repair project.
- The Rec Center made some significant changes to its operating model for 2009, which included reduced operating hours, the elimination of the Fitness & Facility Supervisor position, as well as reduced staffing levels.
- The roof renovation project required the closure of one pool at a time, throughout the summer, which is the highest usage time for the pools. Arrangements were made to continue water aerobics classes at Beaver Run during the lap pool closure.
- Customer Feedback was again a focus for the division in 2009. Evaluations were done regularly, with 693 evaluations collected from members and guests, up from 623 in 2008. The overall net promoter score for the year was 78%, which was down 2% from the previous year.
- Overall Tennis Revenue increased in 2009 by approximately 4%, due mostly to court fees and junior programs.
- Overall visits to the Rec Center increased over 2008 levels, rising from 161,179 visits in 2008 to 165,260 visits in 2009.
- Staff worked to propose a new fee structure to be implemented in 2010 that would be more conducive to online sales, and that would be simpler and easier to understand for customers.
- Staff developed a new facility rental contract, pricing structure and policies for 2010 in order to attract “after hours” rentals.
- The annual closure was completed in October and included the purchase of new cardio equipment, painting throughout the facility, completion of roof reconstruction, replacement of broken locks in locker rooms, refinishing of wood floors, and deep cleaning throughout the facility.



- The Rec Center created a member appreciation promotion at the end of 2009 and distributed oversized postcard via both the US Postal Service and the Summit Daily News as a new member outreach initiative over Christmas.



(above) Construction on the interior roof of the pool



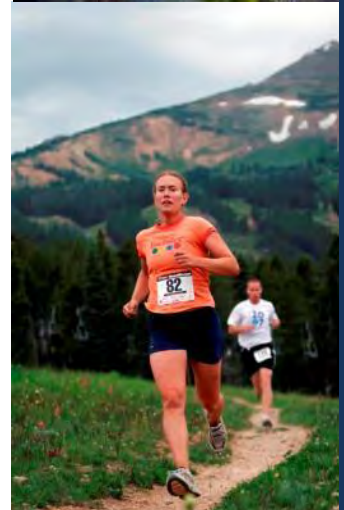
(right) Interior after new roof is completed

Recreation Center Roof Repair Project

Recreation Programs Operations

Highlights for the Programs Division in 2009 included the following:

- Achieved 99.6% of revenue budget; expended 82.2% of the expense budget; cost recovery for the Division improved from 53% in 2008 to 61% in 2009.
- Summer camp recreation fees account for approximately 30% of the total Programs budget. Participation included 3,562 campers during the months of June - August, 2009, and revenue was \$119,700.
- Program participation increased by less than 1% in 2009 compared to 2008. From January through August, program participation continued to increase each month compared to 2008 numbers. However, in September 2009 significant changes were made to the programs offered through the Programs Division, as a result of budget and service reductions, in response to the economy. As such, participation numbers from September through December 2009 were lower. The end result was participation numbers comparable to 2008.
- The economic impact of recreation programs offered by this division to the community in 2009 was equivalent to \$140,358.
- Through staff efforts, programs were coordinated with the local home school population and the relationship with the local childcare providers was strengthened. A variety of programs were offered specific to the home school group, including climbing, swimming and sports.
- A plaque was dedicated on the climbing wall in December in memory of Bentley Bedker, a local climber, volunteer and friend to many.
- The Division utilized 3,107 hours of volunteer hours to assist with programs and services in 2009. Based upon information from: http://www.independentsector.org/volunteer_time at \$20.84/hour, this translates into a staff savings of \$64,749.
- The Programs Division hosted a community focus group on trail running and participants gave their feedback specific to the Summit Trail Running Series.
- 2009 was a record year for climbers utilizing the climbing wall, up approximately 7% over the best year of 2007.
- Family Gym Time saw a record number of participants in 2009 (over 600 participants). A new punch pass and check-in system was introduced for the Family Gym Time program in January.



- New programs for 2009 included:
 - A 2-day Wilderness First Aid / Wilderness First Responder Recertification class through the Wilderness Medicine Institute (WMI) of the National Outdoor Leadership School (NOLS). Class was very successful with 29 enrollments and 24 participants.
 - The Programs Division added a new event, “Tons of Trucks”, which had approximately 200 participants and showcased 20 different businesses that brought out vehicles for the event at the Riverwalk Center.
 - Miners of 1859 and Alpine Adventures. Both of these were Outdoor Education camps.
 - Preschool Shredders. A skateboard camp for preschool aged kids.
 - Camp Caterpillar and Camp Sing-A-Long for preschool aged kids.
 - The Father Dyer 5k Mail Run. This event was a collaborative event with the Breck 150 Committee.
 - The Halloween Dodgeball tournament was introduced as a new program this fall season. 4 teams participated in the event.
 - Added Baby Boot Camp class as a contracted program. This is a stroller based 'mommy & me' fitness class.

Nordic

- Nordic season passes were sold online for the first time in 2009. The majority of all pass sales were done online for the 2009/2010 season, which enabled the Recreation Department to save labor expenses associated with processing these passes. This process also promoted the many green efforts of the Town.
- New in 2009 at Gold Run Nordic Center was the addition of the ice rink skating pond. The pond on the east side of the Clubhouse freezes every winter and this winter, the pond was cleared of snow and used for ice skating. Skating was free on the pond; rentals were available at a minimal cost (skates borrowed from Stephen C. West Ice Arena).
- The department advertised a Request for Proposal (RFP) for an outside vendor to operate Gold Run Nordic Center for the 2009/2010 season. Due to a lack of bids, the Town made the decision to continue to operate Gold Run Nordic for this season, and to advertise another RFP in February of 2010.



Youth Recreation Program Participants

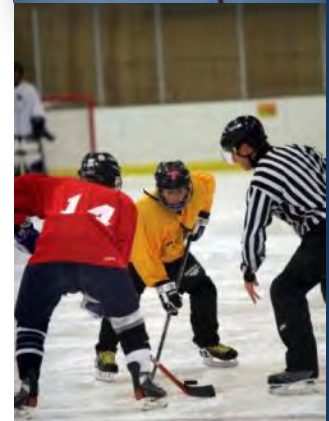
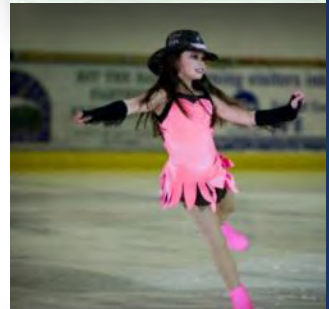
Gold Run Nordic Center



Stephen C. West Ice Arena Operations

Highlights for the Ice Arena Division in 2009 included the following:

- Overall revenue for 2009 was \$607,544, equating to 90% of budget.
- Overall expense for 2009 was \$978,730, equating to 91% of the \$1,079,325 budget.
- Budgeted cost recovery for 2009 was 62%; actual cost recovery was 62%.
- Economic impact of all groups coming to Breckenridge to specifically use the Ice Arena for special events or training was \$353,820 in 2009.
- Energy conservation continues to be a focus of the Ice Arena and in 2009 the Division had a 16% decrease in utility bills from 2008, which is the lowest usage since 2004, including the multiple rate increases since then.
- The Ice Arena made business practice changes in 2009 to offset expenses by changing the existing operating hours and outdoor rink season. The basics of the new operations model are during the most heavily subsidized 6 months of the year, the Ice Arena does not open the building to the public until 4:00pm on Mondays and Wednesdays. The new outdoor rink season is from mid November until the first week of March. These two changes should save the Division approximately \$27,000 in operating expenses per year.
- Another improvement that the arena made is the purchase of 30 more pairs of soft-boot rental skates for guests during public skate sessions. The guests continue to enjoy the added comfort these skates provide and the arena continues to turn over our original skate rental fleet.
- In February, the Ice Arena hosted their first annual Community Field Day Event. This event combined youth figure skaters and hockey players into 3 teams that competed against each other in a variety of skills-related skills events.
- In January the Learn- to-Skate instructors became employees of the Town. They had previously been contractors in their positions.
- In March the Ice Arena hosted their first annual Breck Figure Skating Club Banquet on March 27th, with 25 in attendance.
- In April the Ice Arena hosted the Park County after-prom party, with 40 prom skaters in attendance.
- In 2009, the Ice Arena received a new roof on the north slope of the indoor arena portion of the building. Due to the snow load the Ice



Arena receives, along with the initial design of the building, the majority of the roof replacement was covered via insurance.

- The Ice Arena was closed May 11-June 14th for roof repairs. Numerous other repairs were completed during this closure including: new rubber flooring in the indoor lobby, moving/repairing offices, buffing indoor dasher boards, deep cleaning the locker rooms, taking out/putting in new ice with new center ice logo.
- In August the summer 2009 Adult Leagues successfully wrapped up for the 10th season with 27 total teams.
- In September, the Ice Arena hosted the Oktoberfest Women's tournament. Participation surpassed previous years and the tournament was sold out, with 16 teams attending from throughout Colorado and Wyoming.
- In December, a little boy named Afrid and his family came to the Ice Arena for a private skating lesson...this wasn't just a regular private skating lesson though...it was very special because Afrid and his family were in Breckenridge through the Make a Wish Foundation. The Make a Wish Foundation had a fun-filled week of skiing at Breckenridge Resort and learning to ice skate, as well as a week's stay at a condo in Breck for Afrid and his family. At the Ice Arena, he was given the chance to sit on the Olympia and have his photo taken. Since the Ice Arena has a photo printer, the staff was able to print out this photo for him to take home with him. In addition to this, one of the 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 the staff at the Ice Arena was glad that they were able to bring some joy over the holidays to Afrid and his family!



Stephen C. West Ice Arena

Administration & Support Operations

Highlights for the Administrative Division in 2009 included the following:

- As part of personnel support, the administrative division processes all personnel paperwork (hiring, separations, evaluations and status changes) from the department to Human Resources. A green initiative in 2009 was the creation of electronic processing, improving efficiency.
- Administration provides support, guidance and training to supervisors and managers throughout the department on coaching, counseling and training for department employees.
- Staff enhanced functionality of the Active software system and implemented a GIS tracking system to automate residency verification, as well as conducted trainings for both staff and guests on software usage.
- The Administrative division maintains the Recreation Department's web pages on the Town of Breckenridge's website. This website has 526 total pages for the town, and in 2009, the Recreation Center page ranked 5th overall, with 18,482 visits and 23,339 page views. This page also ranked 4th overall for the site in page entrances with 5,866 direct entrances. Rankings of some of the other department's top pages were:



Fitness Page:	Ranked 10th Overall	8,822 visits; 10,441 page views
Recreation Center Hours Page:	Ranked 11 th Overall	8,638 visits; 11,275 page views
Ice Arena Main Page:	Ranked 12 th Overall	8,539 visits; 10,134 views
Rec. Department Main Page:	Ranked 15 th Overall	7,910 visits; 10,328 page views
Hockey Page:	Ranked 20 th Overall	5,843 visits; 6,849 page views
Nordic Center Main Page:	Ranked 24th Overall	4,837 visits; 6,734 page views

- The Administrative Division coordinates both advertising with a variety of media (i.e. the Summit Daily News, KRYSTAL radio, KSMT, Breck TV, Resort Sports Network, Rocky Mountain Sports Magazine, etc.) and marketing. Marketing efforts target both locals and visitors through a variety of channels, such as television, including Summit County Channel 10 TV, radio, print media, and grassroots efforts such as flyer distribution. This division also coordinates department-wide promotions such as sales, holiday specials and seasonal program rollouts.
- Public Relations is handled by the Administrative Division. When media from around the world come to Breckenridge and wish to film or write about our facilities and programs, this division coordinates their presence and makes sure they have what they need to portray the department and the Town in the best light.



Much of the Public Relations handled by this Division is achieved by working closely with the Breckenridge Resort Chamber.

- During 2009, online registration and online membership sales were implemented through the Active software system. Nordic passes were sold online, with 53 % of all Nordic season passes being purchased online. In 2010, Rec Center memberships will become available online also.

Marketing

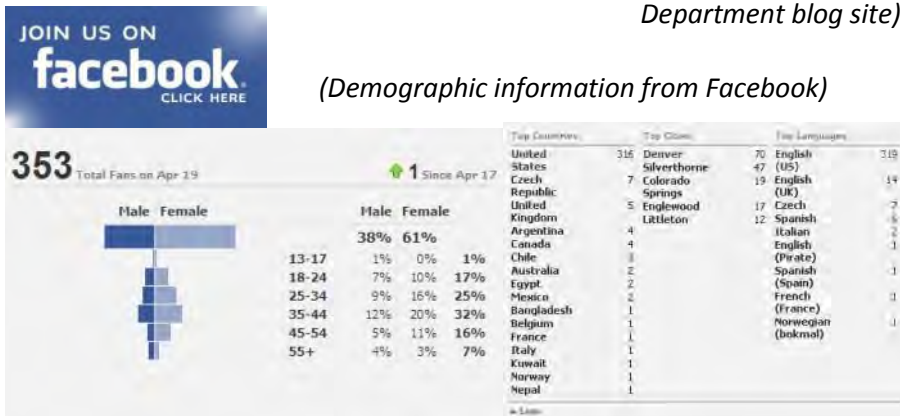
Initiatives and Successes

As previously reported, a large function of marketing in 2009 was to encourage use of the town's website and the Active software system for online sales. Additionally, the department began some social media marketing, utilizing both a blog and a Facebook page. The facebook page has grown from 11 "fans" to approximately 350 fans.

(Picture from the Recreation Department blog site)



(Demographic information from Facebook)



In addition to formal promotions, the department supports the

efforts of elite athletes and partners with them to promote the recreation facilities as training resources to world class athletes. In 2009, the department supported the US FS Moguls Ski Team, the US Men's Alpine Ski Team, the US Adaptive Ski Team, the Australian Snowboard Team, the US Rafting team and a variety of other world-class or Olympic athletes, such as Katie Uhlander (Skeleton).

In return these athletes and teams appeared at the Recreation Center for publicity events, such as meet & greets, clinics, and motivational speeches. The department's support of Olympic bound athletes garnered national media attention when Universal Sports featured a story on the Recreation Center.



Congratulations to this year's Olympic Athletes who have trained at the Breck Rec Center!

2010 Winter Olympics Medalists:

- Hannah Kearney - Gold - FS Moguls
- Shannon Bahrke - Bronze - FS Moguls
- Bryon Wilson - Bronze - FS Moguls
- Bode Miller - Gold, Silver, Bronze - Alpine Skiing
- Andrew Weibrecht - Bronze - Alpine Skiing
- Scotty Lago - Bronze - Snowboarding Men's Halfpipe
- Torah Bright (Australia) - Gold - Snowboarding Ladies' Halfpipe

Other 2010 Winter Olympians:

- Heather McPhie - FS Moguls
- Michelle Knaack - FS Moguls
- Patrick Dussan - FS Moguls
- Michael Morse - FS Moguls
- Nate Kubie - FS Moguls
- Ursky Jacobelin - Snowboardcross
- Katie Uhlander - Skeleton
- Will Brandenburg - Alpine Skiing
- Jimmy Cochran - Alpine Skiing
- Erik Fisher - Alpine Skiing
- Tommy Ford - Alpine Skiing
- Nolan Kasper - Alpine Skiing
- Ted Ligety - Alpine Skiing
- Steve Nyman - Alpine Skiing
- Marcus Sullivan - Alpine Skiing
- Jake Zemanity - Alpine Skiing
- Nelly Crayford (Australia) - Snowboarding Ladies' Halfpipe

Fitness Equipment - Weight Room - Sauna - Hot Tub
WaterSki - Indoor Track - Climbing Wall - Indoor Tennis
Open 7 Days a Week to the public. For more information call (970) 453-1734 or visit us online at: www.breckenridge.com

Net Promoter and Customer Feedback

The department seeks regular feedback throughout the year, through written evaluations, comment cards and online surveys. We measure the effectiveness of our marketing efforts, along with guest satisfaction. The goal is to utilize feedback to constantly improve facilities, programs and services to the community.

Net Promoter Score:

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

Customers rating 9-10 are called promoters.

Customers rating 7-8 are called neutral.

Customer rating 0-6 are called detractors.

The difference between the percentage of a company's promoters and detractors is the Net Promoter(r) Score (NPS). For example, if 50% of a company's customers respond with a 9 or 10, and 30% respond 0 - 6, the company's NPS would be 20%.

A customer's response to the "recommend" question typically serves as a strong indicator of that individual's economic value to the company. For example, according to research, customers with higher scores typically buy more, remain customers for longer, and refer others than do those with lower scores. Aggregated across an entire customer set, the Net Promoter score is expected to signify a company's growth potential based on the strength of its customer relationships. It can also help management make the right decisions to facilitate such growth. NPS methodology is credited with the ability to both identify and create fast growth companies and help build market share by

Net Promoter® Leaders

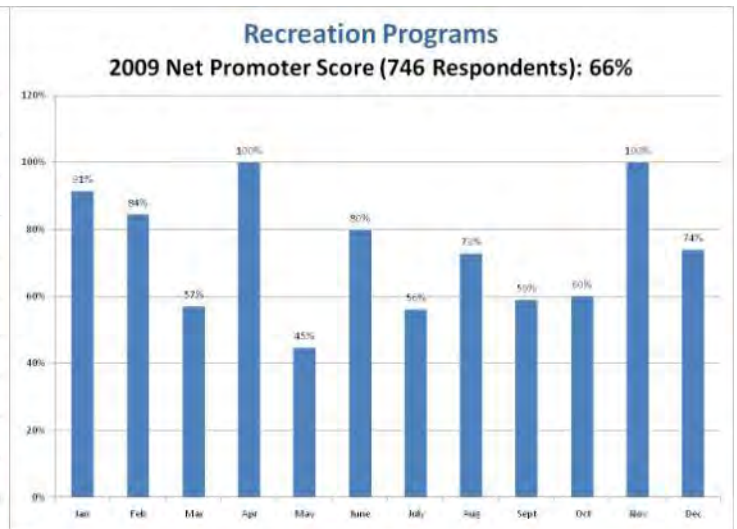
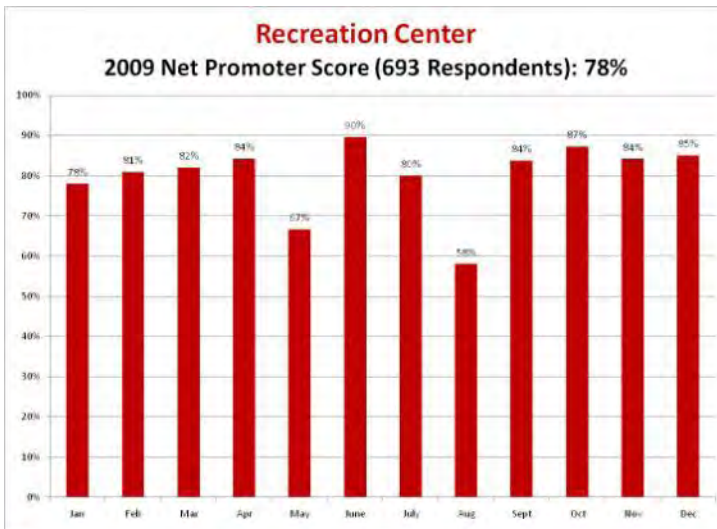
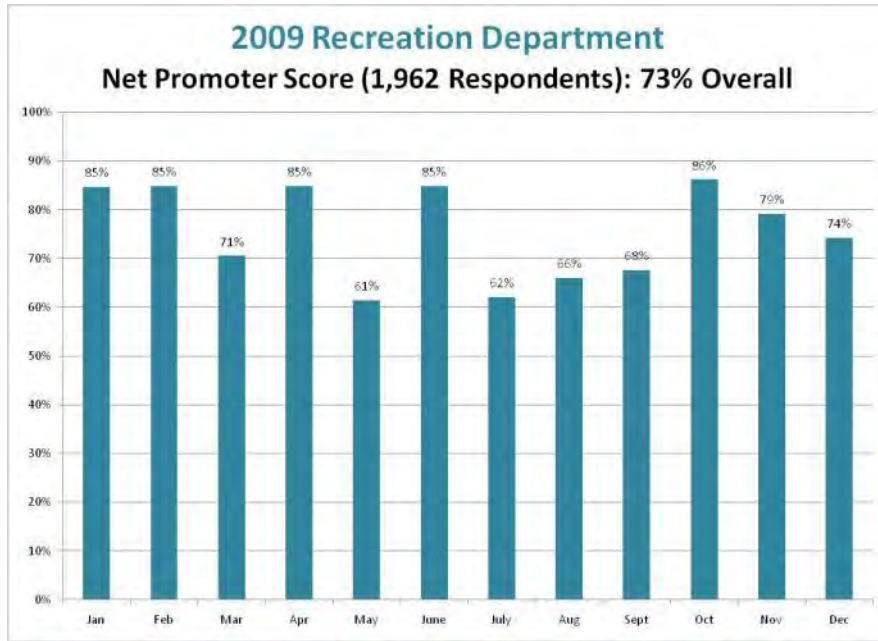
Source: Satmetrix 2010 Net Promoter Benchmark Study of US Consumers

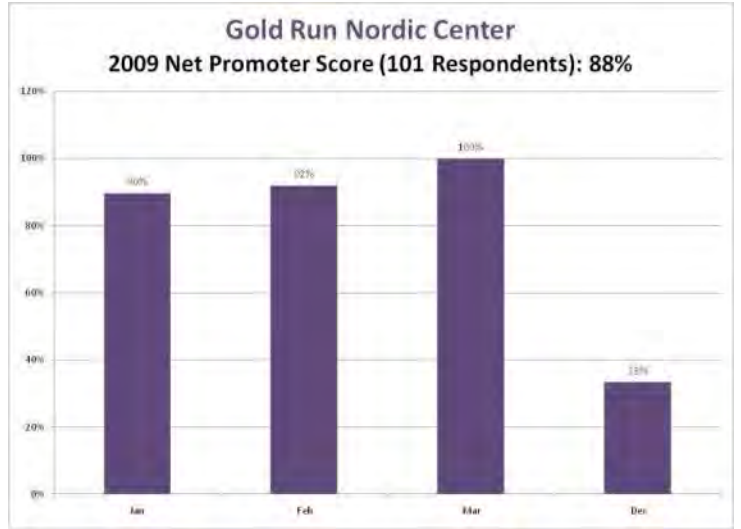
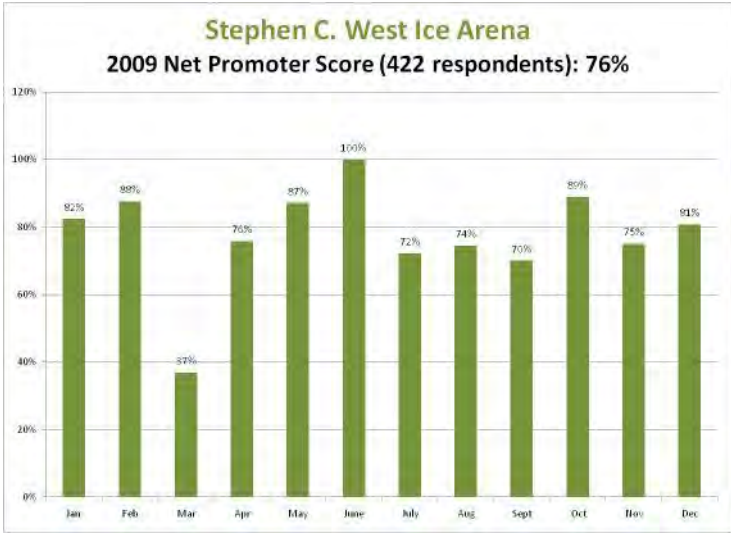
Company	NPS
USAA	81%
Apple	78%
Amazon.com	71%
Trader Joe's	68%
Wegmans	67%
Costco	66%
eBay	65%
Facebook	65%
Jet Blue	64%
Google	63%

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moving managerial focus away from short-term profits and toward long-term value in positive customer relationships. NPS reports can therefore be used as an additional managerial tool to accompany a firm's financial statements.





Marketing Efficacy

The department continues to create a variety of promotions throughout the year. Some of the more successful promotions that included coupons to be redeemed were as follows:

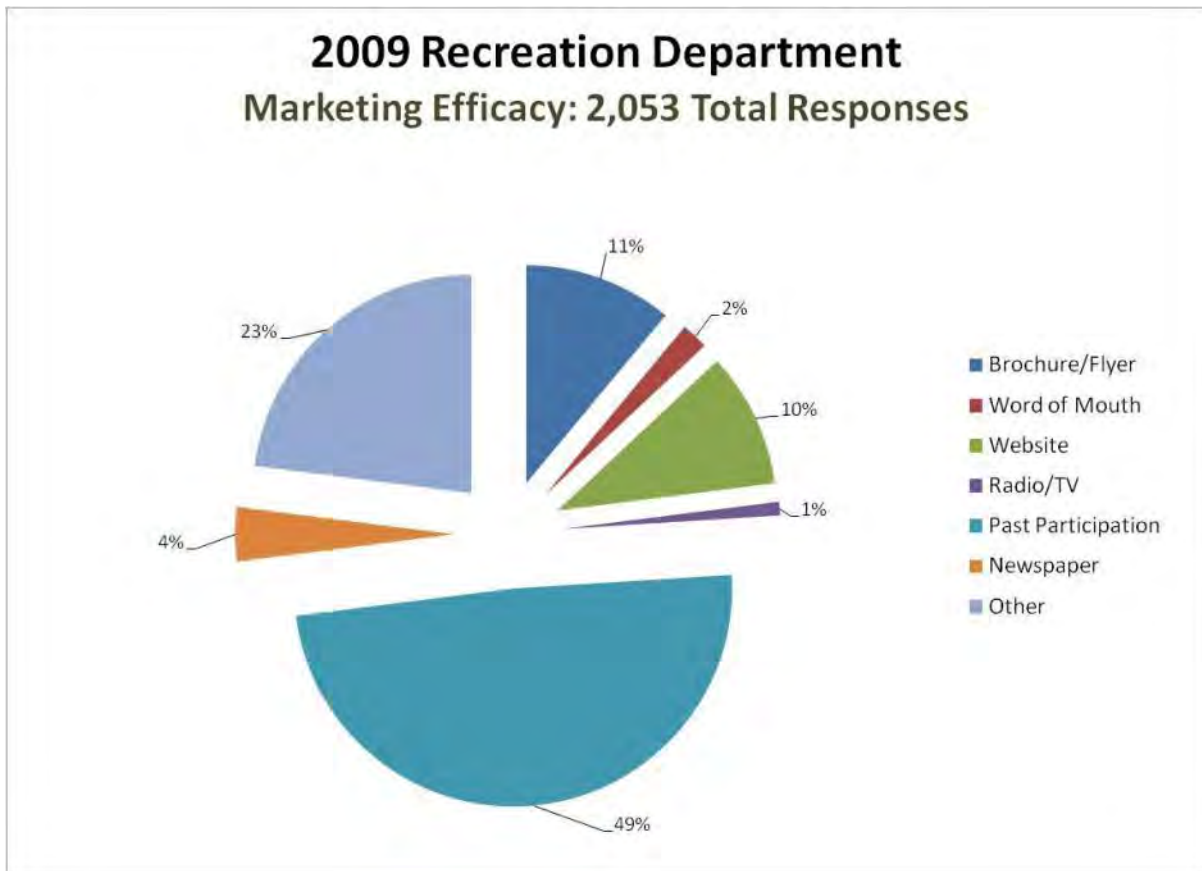
- City Market Coupons (annual coupon, roughly 70% visitor use) - \$2 off general admission or \$25 for a family of four: 303 coupons redeemed
- Summit Daily News (SDN) Coupon Saver in May - \$10 Off the purchase of an adult 25-Punch Pass: 13 coupons redeemed
- Valdoro Lodge Summer Coupon Book - \$25 for a family of four: 9 coupons redeemed
- “Free 1 Day VIP” coupons that were attached to a mass mailer sent out in December. This coupon required patrons to purchase either a 6 punch or monthly pass and receive a free day pass: 9 coupons redeemed
- “Resident Special” coupons that were attached to the mass mailer sent out in December. This coupon required patrons to buy a 25 punch, six month or yearly membership and receive a FREE 6 punch pass: 16 redeemed
- 2009 Valentine’s Day 2 for 1 promotion at the Ice Arena. This was an admission only promotion, on the evening public skating session: 37 redeemed
- Summit County Local’s Guide (April/May) – half-off general admission with coupon: 30 coupons redeemed

Breckenridge Recreation Department
Locals Appreciation Month!
TWO-For-Ones and Specials

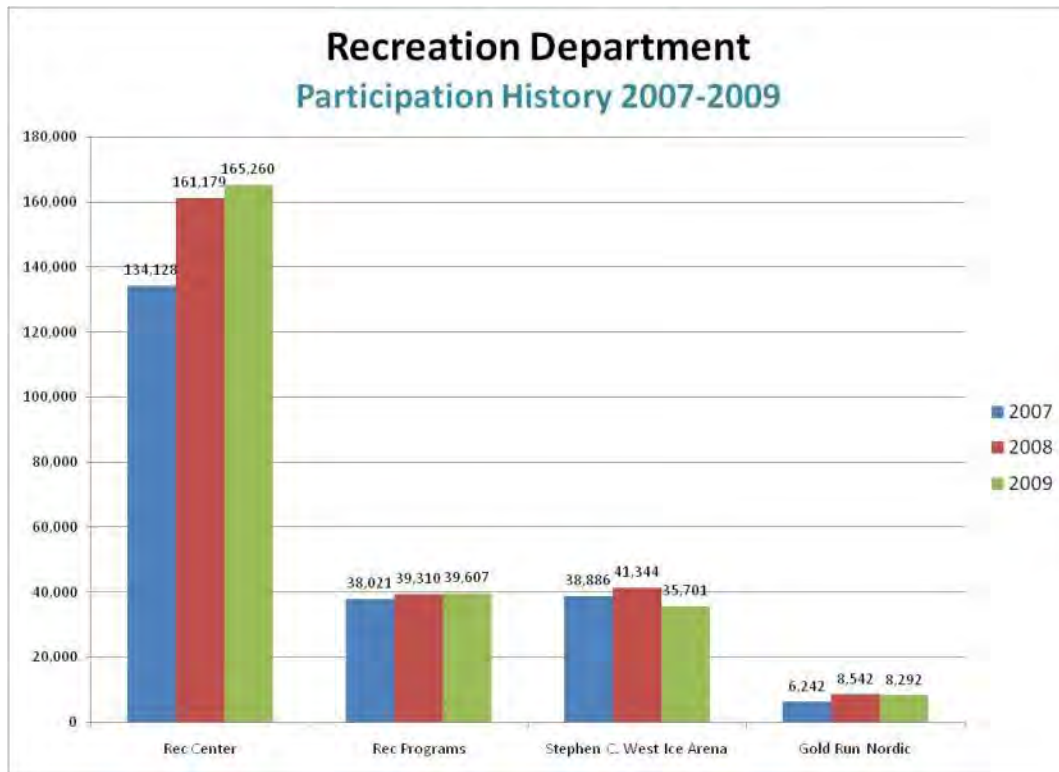
	Wednesday	Thursday	Friday	Saturday
1	2	3	4 Nordic Season Passes are also NOW!	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21	22	23	24	25
26	27	28	29	30
31				

October 2009

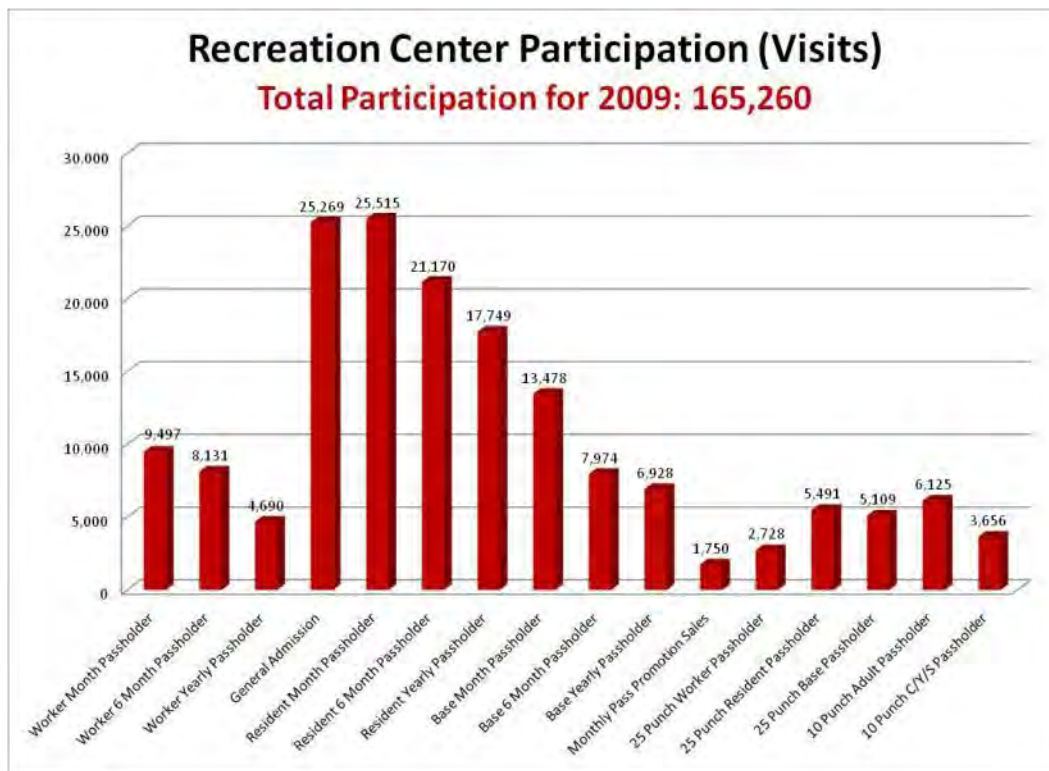
The department markets the recreational facilities, programs and services through a variety of resources. These include radio, local television, the Summit Daily News, the hotels and an assortment of print media. Information is provided in both print media and electronic formats, via the internet. It is difficult to truly measure the effectiveness of some forms of advertising, as a large number of respondents indicate they hear about the Recreation Department through word of mouth, past participation and “other”. However, word of mouth begins somewhere, and many times it may be through local advertisements seen in the paper and heard on the radio.



Participation Statistics



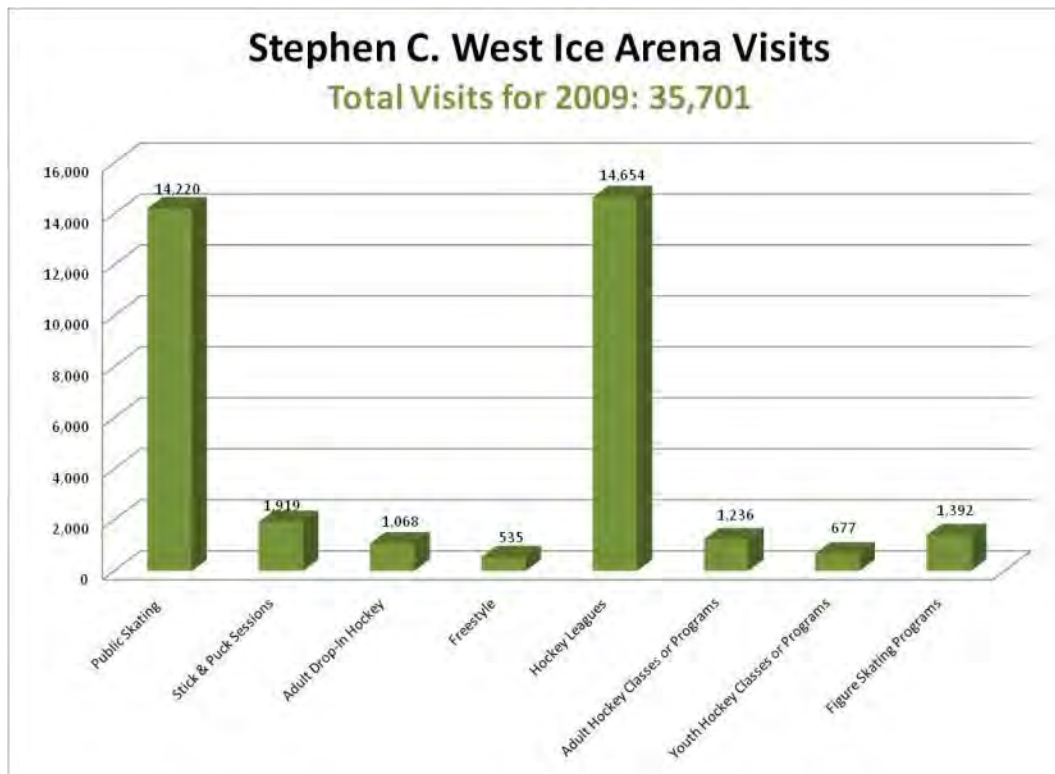
Recreation Center



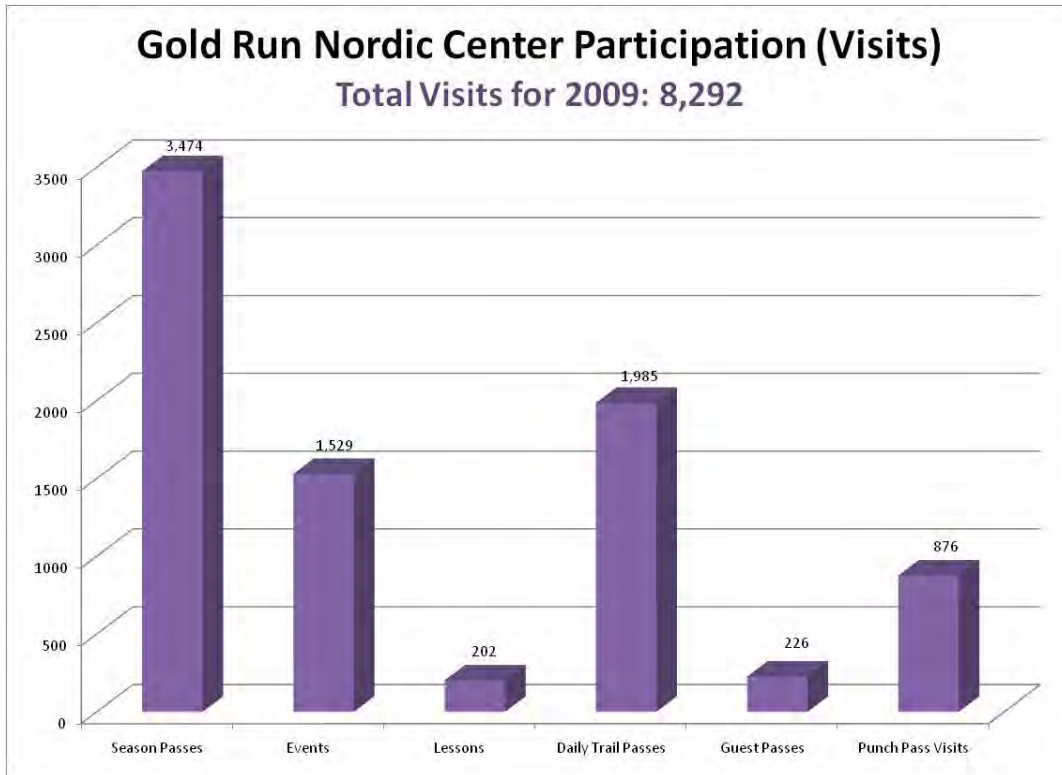
Recreation Programs



Stephen C. West Ice Arena

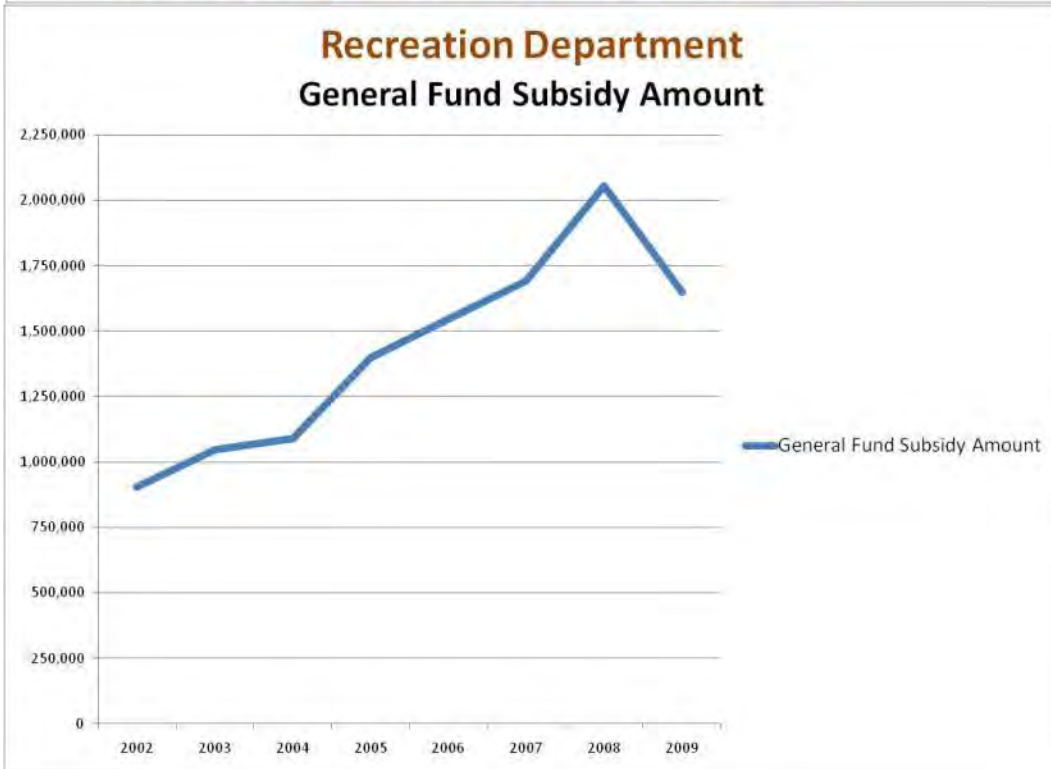
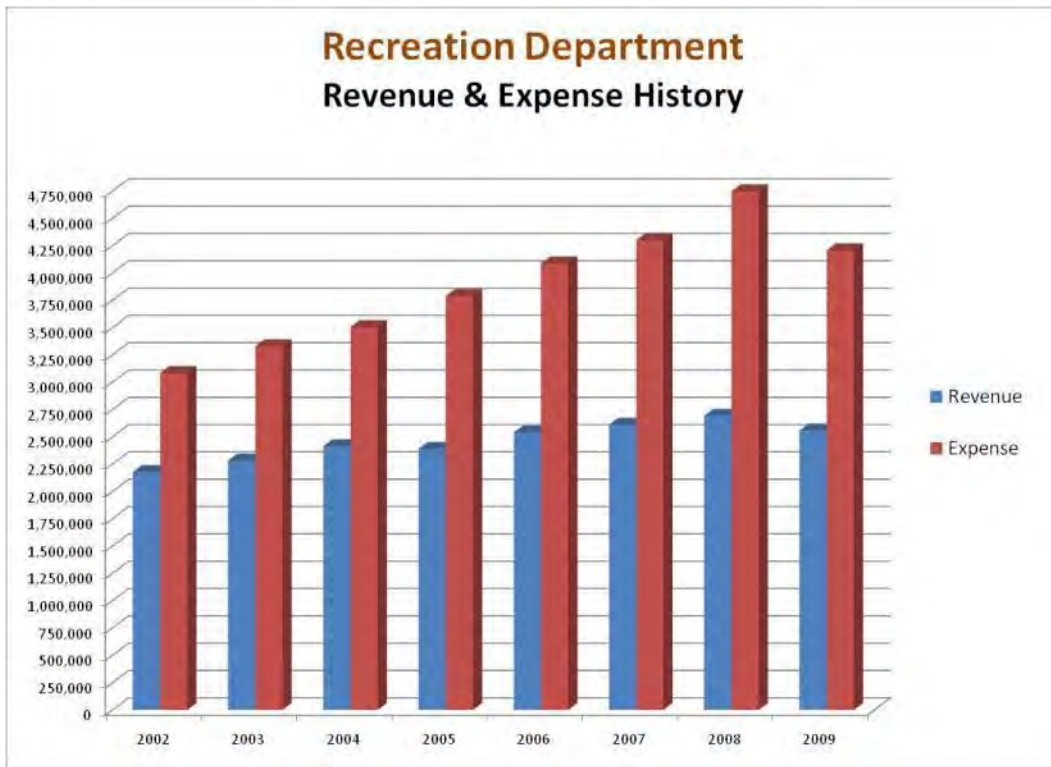


Gold Run Nordic Center

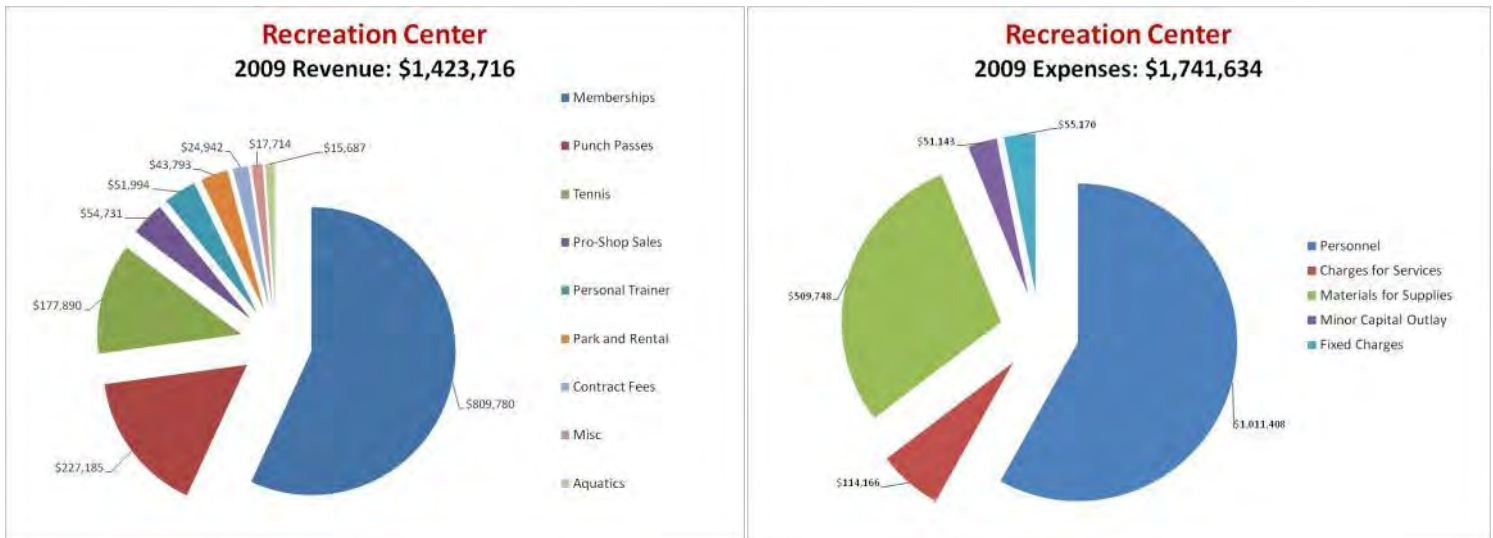


Finances

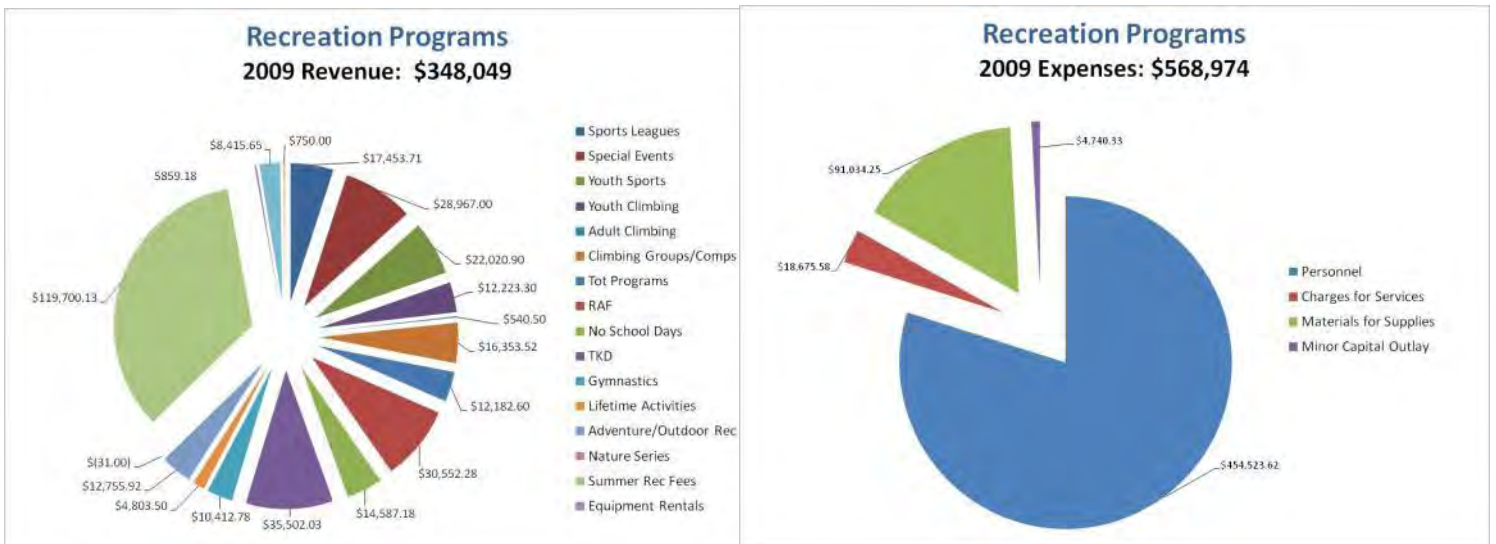
Recreation Department Overview



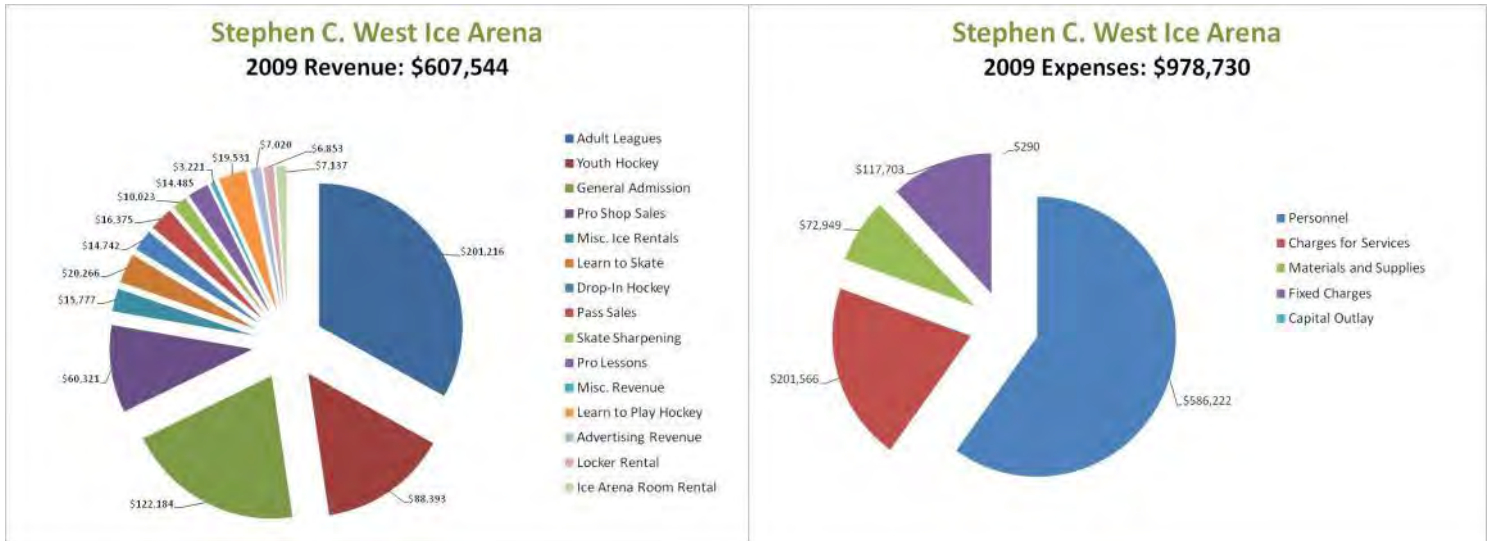
Recreation Center



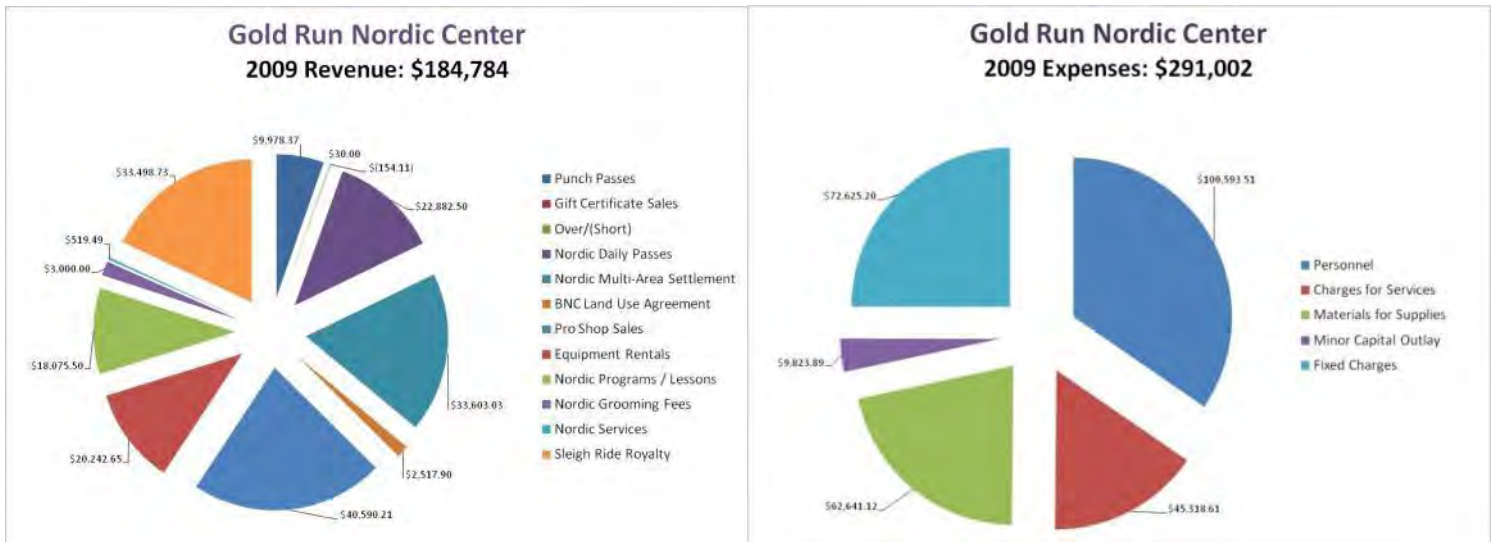
Recreation Programs



Stephen C. West Ice Arena



Gold Run Nordic Center



Interesting Fun Facts

Total number of gallons of water in: Lap Pool - 76,500 gallons
Leisure Pool - 50,000 gallons
Indoor Hot Tub: 2,100 gallons
Outdoor Hot Tub: 2,000 gallons

Number of gallons of water to make a regulation-size ice rink ready for skating or hockey: 15,000 gallons

Number of tennis balls that the automated ball machine holds: 350 tennis balls

Total number of miles included in the 2009 trail running series: 61.5 miles

Number of miles on average, a Zamboni (or Olympia in our case) machine "travels" each year in the course of resurfacing an Ice Arena: 2,000 miles

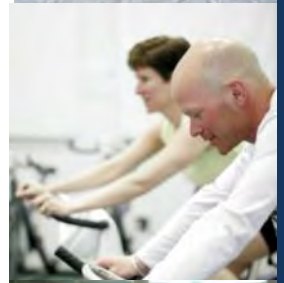
Number of miles of piping in concrete, under each sheet of ice, to keep the ice refrigerated: 12 miles

Number of times the Recreation Department is featured on television each year: over 65 times, in both live and taped appearances.

Number of T-nuts on the climbing wall that attach the holds: 10,000 T-nuts.

Number of holds for the climbing wall: Approximately 6,000.

Number of pounds of weights available for members & guests to lift: 16,870lbs.





**BRECKENRIDGE TOWN COUNCIL
REGULAR MEETING
Tuesday, July 13, 2010; 7:30 p.m.**

I	CALL TO ORDER and ROLL CALL	
II	APPROVAL OF MINUTES – June 22, 2010	109
III	APPROVAL OF AGENDA	
IV	COMMUNICATIONS TO COUNCIL	
	A. Citizen’s Comment - (Non-Agenda Items ONLY; 3 minute limit please)	
	B. Breckenridge Resort Chamber Report	
V	CONTINUED BUSINESS	
	A. SECOND READING OF COUNCIL BILL, SERIES 2010 - PUBLIC HEARINGS	
	1. Council Bill No. 15, Series 2010 – AN ORDINANCE AMENDING CHAPTER 9 OF TITLE 5 OF THE BRECKENRIDGE TOWN CODE BY AMENDING THE DEFINITION OF “SMOKING” TO INCLUDE THE SMOKING OF MEDICAL MARIJUANA	113
VI	NEW BUSINESS	
	A. FIRST READING OF COUNCIL BILL, SERIES 2010	
	1. Council Bill No. 17, Series 2010 - AN ORDINANCE AMENDING CHAPTER 12 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE CONCERNING EXTERIOR LIGHTING	116
	2. Council Bill No. 18, Series 2010 – AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN TOWN-OWNED REAL PROPERTY TO THE SUMMIT HOUSING DEVELOPMENT CORPORATION, a Colorado non-profit corporation (Tracts 1, 2, and 3 Valley Brook Subdivision)	123
	3. Council Bill No. 19, Series 2010 - AN ORDINANCE REPEALING ORDINANCE NO. 23, SERIES 2009, CONCERNING THE PROPOSED ANNEXATION OF A PARCEL OF LAND TO THE TOWN OF BRECKENRIDGE (Entrada – 3.98 acres, more or less)	128
	B. RESOLUTIONS, SERIES 2010	
	1. A RESOLUTION REPEALING RESOLUTION NO. 21, SERIES 2009 AND RESOLUTION NO. 28, SERIES 2009, CONCERNING PROPOSED ANNEXATION AND DEVELOPMENT AGREEMENTS WITH ENTRADA AT BRECKENRIDGE, INC., A COLORADO CORPORATION (Entrada – 3.98 acres, more or less)	131
	2. A RESOLUTION APPROVING THE ”TOWN OF BRECKENRIDGE ‘FREE RIDE’ DISADVANTAGED BUSINESS ENTERPRISE PLAN” AND THE TOWN’S ANNUAL DISADVANTAGED BUSINESS PARTICIPATION LEVEL GOALS FOR FEDERAL FISCAL YEARS 2011, 2012, AND 2013	133
	C. OTHER	
	1. None	
VII	PLANNING MATTERS	
	A. Planning Commission Decisions of July 6, 2010	2
	B. Town Council Representative Report (Mr. Burke)	
VIII	REPORT OF TOWN MANAGER AND STAFF*	
IX	REPORT OF MAYOR AND COUNCILMEMBERS*	
	A. CAST/MMC (Mayor Warner)	
	B. Breckenridge Open Space Advisory Commission (Ms. McAtamney)	
	C. BRC (Mr. Dudick)	
	D. Summit Combined Housing Authority (Mr. Joyce)	
	E. Breckenridge Heritage Alliance (Mr. Burke)	
	F. Sustainability Committee (Mr. Bergeron, Mr. Joyce, Mayor Warner)	
X	OTHER MATTERS	
XI	SCHEDULED MEETINGS	169
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 June 22, 2010 Town Council Meeting to order at 7:39 p.m. The following council members answered roll call: Mr. Bergeron, Mr. Burke, Mr. Dudick, Ms. McAtamney, Mr. Mamula, Mr. Joyce, and Mayor Warner.

APPROVAL OF MINUTES – June 8, 2010 Regular Meeting

Mayor Warner had a correction to the minutes of June 8. He asked that his statement in reference to Marty Lessow’s citizen’s comment about the Prospector Building be changed: Mayor Warner added he would like to see historic buildings protected in the proper manner. Mr. Bergeron pointed out the spelling of YouTube/UTube (either spelling is used). Mr. Dudick asked that there be clarification of a comment he made in his Breckenridge Resort Chamber report: Mr. Dudick feels that a lot of education needs to be done regarding marketing and convincing Beaver Run and the ski resort to move forward regarding current funding levels. Mr. Bergeron asked that “later on” be removed from the sentence “later on in the future”. With these changes to be made to the minutes of June 8, 2010, Mayor Warner declared they would stand approved as amended.

APPROVAL OF AGENDA

Mr. Gagen reported a couple changes to the agenda. There will be an emergency ordinance added to New Business, First Readings, as #2, Council Bill No. 16. He mentioned the addition of an executive session at the end of the meeting. The executive session would be called to receive council guidance on an acquisition matter.

COMMUNICATIONS TO COUNCIL

A. Citizen’s Comments - (Non-Agenda Items ONLY; 3 minute limit please) Stephen Weseley, owner of 439 White Cloud, Sunrise Ridge, was present to followed up a letter he sent to council. In the letter he requested a council review of the building code specifically the provisions requiring the use of natural products as siding. Mr. Weseley cited synthetic materials that offer great variation in texture and color, are non-combustible, durable and require far less maintenance than the natural products. Questions were asked of Mr. Wesely. Chris Neubecker, Senior Planner, read the section of the code pertaining to this matter. Council felt, at a later date, this section of the code should be revisited.

CONTINUED BUSINESS

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

- 1. **Council Bill No. 12, Series 2010 – AN ORDINANCE AUTHORIZING THE GRANTING OF A UTILITY EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (Klack Placer)**

Mr. Berry explained, if approved on second reading, this ordinance would grant a requested easement to Public Service Company across the town’s Klack Placer property. There were no changes from first reading.

Mayor Warner opened a public hearing. There was no one present to comment. He closed the public hearing.

Mr. Bergeron moved to approve Council Bill No. 12, Series 2010 as previously read into the record. Mr. Mamula seconded the motion. The motion passed 7-0.

- 2. **Council Bill No. 13, Series 2010 – AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Whitehead Building and Outbuilding – Part of Lot 3, Block 1, Stiles Addition)**

Mr. Berry explained that when the development permit was approved at 130 S Main Street, there was a condition that required this property to be designated as a landmark under the historic preservation policy. The Planning Commission recommends adoption of this ordinance. There were no changes from first reading.

Mayor Warner opened a public hearing. There was no one present to comment. The public hearing was closed.

Ms. McAtamney moved to approve Council Bill No. 13, Series 2010 as previously read into the record. Mr. Burke seconded the motion. The motion passed 7-0.

- 3. **Council Bill No. 14, Series 2010 – AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lot 1A, Rittenger Subdivision, Abbetts Addition)**

This ordinance would designate the Bradley residence as a landmark under the historic preservation policy. This ordinance has been reviewed by the Planning Commission and is recommended for approval. There were no changes from first reading.

Mayor Warner opened a public hearing. There was no one present to comment. He closed the public hearing.

Mr. Bergeron moved to approve Council Bill No. 14, Series 2010 as previously read into the record. Mr. Mamula seconded the motion. The motion passed 7-0.

NEW BUSINESS

B. FIRST READING OF COUNCIL BILL, SERIES 2010

- 1. Council Bill No. 15, Series 2010 - AN ORDINANCE AMENDING CHAPTER 9 OF TITLE 5 OF THE BRECKENRIDGE TOWN CODE BY AMENDING THE DEFINITION OF "SMOKING" TO INCLUDE THE SMOKING OF MEDICAL MARIJUANA**

Mr. Berry introduced this council bill stating one of the less publicized parts of the new state medical marijuana law is a provision that amends the state's smoking statute to include the smoking of medical marijuana. The town's smoking ordinance is similar to the state's smoking statute. Mr. Berry felt it seemed appropriate to consider making a similar amendment to the town's smoking ordinance by changing the definition of "smoking" to incorporate the smoking of medical marijuana. By doing this the smoking of medical marijuana would become illegal wherever the ordinance prohibits the smoking of tobacco. Mayor Warner asked if there were any comments or questions from council. There were none.

Mr. Mamula moved to approve Council Bill No. 15, Series 2010 as previously read into the record. Mr. Bergeron seconded the motion. The motion passed 7-0.

- 2. Council Bill No. 16, Series 2010 AN ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON THE SUBMISSION, ACCEPTANCE, PROCESSING, AND APPROVAL OF APPLICATIONS FOR NEW PERMITS TO OPERATE MEDICAL MARIJUANA DISPENSARIES UNDER THE "TOWN OF BRECKENRIDGE MEDICAL MARIJUANA DISPENSARY ORDINANCE; DECLARING AN EMERGENCY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE OF THIS ORDINANCE**

To introduce this council bill, Mr. Berry summarized the recently passed state law. If passed tonight this emergency ordinance would put a moratorium on the acceptance of any more applications under the town's current dispensary ordinance. Council and staff would then have time to review the current ordinance in relation to the newly pass state law. This emergency ordinance does not affect any currently licensed MMDs or any pending applications. This matter is presented as an emergency ordinance and would take effect immediately upon passage.

Questions were asked of Mr. Berry. Because of some confusion in the wording of Section 2, Mr. Berry suggested the sentence read: During the moratorium period, the town manager and town staff shall not: (i) accept for filing any application for a new permit to operate a medical marijuana dispensary under the town's medical marijuana dispensary ordinance; or (ii) process, review, grant, deny or take any action with respect to any application for a new permit to operate a medical marijuana dispensary under the town's medical marijuana dispensary ordinance.

Mr. Dudick moved to approve Council Bill No. 16, Series 2010 An Ordinance Imposing A Temporary Moratorium On The Submission, Acceptance, Processing, And Approval Of Applications For New Permits To Operate Medical Marijuana Dispensaries Under The "Town of Breckenridge Medical Marijuana Dispensary Ordinance; Declaring An Emergency; And Providing For An Immediate Effective Date Of This Ordinance. Including a change in the sentence structure of Section 2 to read as follows: During the moratorium period, the town manager and town staff shall not: (i) accept for filing any application for a new permit to operate a medical marijuana dispensary under the town's medical marijuana dispensary ordinance; or (ii) process, review, grant, deny or take any action with respect to any application for a new permit to operate a medical marijuana dispensary under the town's medical marijuana dispensary ordinance. Mr. Burke seconded the motion. The motion passed with all council members in favor of passage. This emergency ordinance was approved at 8:10 p.m.

C. RESOLUTIONS, SERIES 2010

There were no Resolutions.

D. OTHER

1. **Locomotive No. 9 Site Plan** – Julia Puester introduced this matter. It is a public hearing. She showed a site plan and pictures of the proposed structure to house the locomotive. This project is classified as a “Town Project” under the Development Code. As such, Section 9-1-27 does not contemplate the normal review and approval process, instead, it requires the Town Council to “consult with and seek the advice and recommendation of the Planning Commission in order that the proposed public improvement project shall conform to the Town’s master plan and ordinances insofar as practical.” The commission recommends the Town Council approve the Locomotive Park Site Plan (PC#2009007). Staff asked to hear any council comments or concerns. There were no questions or comments for Ms. Puester. Council asked questions of Mr. Berry concerning the contract between the town and the Colorado Historical Society.

Mayor Warner opened a public hearing. With no questions or comments from the public, he closed the public hearing.

Mr. Bergeron moved to approve the site plan for Locomotive No. 9. Mr. Burke seconded the motion. The motion passed 7-0.

PLANNING MATTERS

A. Planning Commission Decisions of June 15, 2010

The Planning Commission Decisions were approved as presented.

B. Town Council Representative Report

Before the evening meeting, there was a joint Town Council and Planning Commission meeting. Mr. Burke had nothing further to report. Discussion occurred concerning “meeting norms” in reference to electronic devices. Mayor Warner will talk to Mr. Allen, Planning Commission Chair, on this matter.

REPORT OF TOWN MANAGER AND STAFF

Mr. Gagen had nothing to report

REPORT OF MAYOR AND COUNCILMEMBERS

A. **CAST/MMC** (Mayor Warner) – Mayor Warner reported on the Sustainable Breckenridge presentation. It was a very engaging presentation. Audio-Visual was the one disappointing aspect of the presentation.

B. **Breckenridge Open Space Advisory Commission** (Ms. McAtamney) – Ms. McAtamney reported the group took a field trip which including a site visit to view trail alignments joining Peak 7 & Peak 8. The group also looked at entrances to Cucumber Gulch. Wood chips scattered on trails within the Gulch have become a problem. The group reviewed Forest Service referrals concerning driveway access and the removal of non-historic structures on National Forest property.

C. **Breckenridge Resort Chamber** (Mr. Dudick) - Mr. Dudick stated the BRC lease space is up for renewal, negotiations are in process. The BRC is moving forward on rebranding the organization (GoBreck.com and Breckenridge Convention and Visitors Bureau instead of the BRC). Mr. Dudick has discussed intellectual rights with the BRC Board. The BRC has put together a list of things they will need to keep their “chamber” operation alive. Mr. Dudick posed a question concerning the BRC’s management of marketing dollars: Is council providing the correct guidance? Members of council felt that past councils did not considered themselves qualified to manage the Marketing Plan. It was further stated that past councils have been reluctant to make the “hard calls”.

Mr. Dudick reported on his efforts to educate the lodging community on a possible increase to the current lodging tax. Since the last council meeting, he met with representatives of the lodging community (approximately 20 people). It was suggested that at the next council worksession he show the PowerPoint presentation he used. The concerns heard from the lodging community were: an addition to the current lodging tax does not affect other business sectors within the town and would result in an increase in lodging rates. Mr. Dudick was asked how Vail Resorts felt about the possibility of a ballot question to increase the current lodging tax? Representatives stated, they would “not oppose” it. At this time, the Beaver Run representative was neutral, but might support it in the future. Mr. Dudick stated, Grand Timber Lodge would support a ballot question. It was asked what would be the timing of this matter if a question were to appear on the November ballot. Mr. Berry stated a ballot question would

need to be certified to the County Clerk approximately three months before the election and would include, on the town's side, a two reading process. Mr. Dudick stressed the need for council to be unified in the thought that a lodging tax is the right way to go at this time. It was asked if council would decide where the tax funds would go if a question was to pass. Mr. Dudick suggested there should be a clear definition of "marketing". It was further suggested that a "marketing committee" be form for this purpose. The next step for council will be to view Mr. Dudick's PowerPoint presentation. If council decides to proceed, Mr. Berry will draft an ordinance for two readings. Council was in favor of beginning the process.

- D. **Summit Combined Housing Authority** (Mr. Joyce) – Mr. Joyce had no report.
- E. **Breckenridge Heritage Alliance** (Mr. Burke) – Mr. Burke had no report.
- F. **Sustainability** (Mr. Bergeron, Mr. Joyce, Mayor Warner) – Mr. Bergeron had no report.

OTHER MATTERS

Mr. Bergeron asked for an update on the Peak Six Task Force. Mr. Gagen stated a draft of the Memorandum of Understanding has been finalized. The town has offered its comments. The draft MOU will be included in council's July 13 packet.

Mr. Mamula feels the Planning Commission is discussing issues that are out of their scope. Mr. Gagen suggested Mayor Warner and Mr. Mamula sit with the Planning Commission Chair to discuss this matter.

Referrals from the Forest Service: The town is in receipt of letters from the acting district ranger in reference to the Dillon Ranger District's desire to remove or remediate several hazardous historic structures and mine features in the area east of Breckenridge adjacent to French Gulch Road. The town was invited to comment. Mr. Berry handed out an email received late on Tuesday stating the County's position on this question. It is the town's desire that Lincoln City, as a significant town site important to the community's mining heritage, be protected and preserved. Council was in favor of staff's recommendations.

Mayor Warner stated he has been asked if the town will be making a donation to the cleanup efforts in the Gulf region. It was felt that this would not be a good use of public funds. The town's grants process was suggested as a mechanism for these questions.

SCHEDULED MEETINGS

At 9:28 p.m. Mr. Joyce moved to go into executive session pursuant to Paragraph 4(a) of Section 24-6-402, C.R.S., relating to the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest. Mr. Mamula made the second.

Mayor Warner stated; a motion had been made and seconded to go into executive session pursuant to Paragraph 4(a) of Section 24-6-402, C.R.S., relating to the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest.

The property that is the subject of the executive session are several lots located within the town that the Town Council may have an interest in acquiring.

A roll call vote was taken. All members of council were in favor of the motion.

At 9:46 p.m. Mr. Mamula moved to reconvene in the regular meeting. Mr. Bergeron made the second. All members of council were in favor of the motion.

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 9:47 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. 15 (amending Town's Smoking Ordinance re: smoking of medical marijuana)

DATE: July 7, 2010 (for July 13th meeting)

The second reading of the ordinance amending the Town's Smoking Ordinance to include the smoking of medical marijuana is scheduled for your meeting on July 13th. 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 – JULY 13**

2
3 **NO CHANGE FROM FIRST READING**

4
5 Additions To The Current Breckenridge Town Code Are
6 Indicated By **Bold + Dbl Underline**; Deletions By ~~Strikeout~~

7
8 COUNCIL BILL NO. 15

9
10 Series 2010

11
12 AN ORDINANCE AMENDING CHAPTER 9 OF TITLE 5 OF THE BRECKENRIDGE
13 TOWN CODE BY AMENDING THE DEFINITION OF “SMOKING” TO INCLUDE THE
14 SMOKING OF MEDICAL MARIJUANA

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

18
19 Section 1. The definition of “Smoking” in Section 5-9-2 of the Breckenridge Town Code
20 is amended to read in its entirety as follows:

SMOKING:

The burning of a lighted cigarette, cigar, pipe,
or any other matter or substance that contains
tobacco, or medical marijuana as defined by
section 12-43.3-104(7), C.R.S.

21
22 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
23 various secondary codes adopted by reference therein, shall continue 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 the authority granted to home rule municipalities by Article
30 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

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

33 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
34 PUBLISHED IN FULL this ____ day of _____, 2010. A Public Hearing shall be held at the
35 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of

1 _____, 2010, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
2 Town.

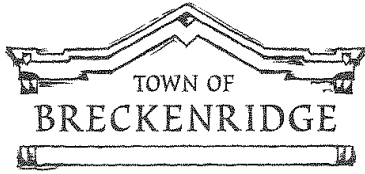
3
4 TOWN OF BRECKENRIDGE, a Colorado
5 municipal corporation
6

7
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9 By _____
10 John G. Warner, Mayor

11
12 ATTEST:
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16 _____
17 Mary Jean Loufek, CMC,
18 Town Clerk
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MEMORANDUM

TO: Town Council

FROM: Julia Puester, AICP

DATE: June 1, 2010 for meeting of July 6, 2010

SUBJECT: First Reading- Exterior Lighting Policy Modification (Canopy, Holiday and Bistro lighting)

Staff had been directed by the Town Council to look at amending the Exterior Lighting Policy (Chapter 12 of the Development Code) to allow for lighting along walkways to storefronts and between buildings. Some storeowners feel that canopy lighting between storefront walkways would enhance the pedestrian and shopping experience as people meander through the site to storefronts in the rear of the property.

Staff took the issue to the Planning Commission worksessions on February 16th, March 16th and May 5th. Minutes from the May 5th Planning Commission meeting have been attached to this memo.

The following modifications have been recommended by the Planning Commission to Section 9-12-7 *Exterior Lighting*:

- Added a definition of canopy lighting to allow for decorative string lighting over walkways.
- Modified holiday lighting for clarification. The code as written has a restriction to allow holiday lighting in LZ-1 from Nov. 1 through the end of the ski season which excluded areas such as Main Street Station and City Market which are in LZ-2 and commercial property in LZ-3. Residential areas of LZ-3 which are primarily low density residential outside of the Town core are proposed to be restricted to February 1st. Staff believes that this is the intent of the existing code section and has drafted modifications to reflect the intent.
- Bistro lighting for outdoor restaurant/bar areas are allowed in all Lighting Zone Districts, rather than only LZ- 1. (Bistro lights are to remain permitted May 1-October 31.)
- Included a time restriction for bistro lights to be turned off at the end of business hours.
- Included a wattage restriction and hour limitation (to business hours) for canopy and bistro lights.
- The word “dining area” has been replaced with the word “restaurant” for clarification.

Staff will be available at the meeting on July 6th and looks forward to hearing from the Council on

the proposed changes and recommendations.

Planning Commission Meeting Minutes from May 5, 2010:

Mr. Schroder: I appreciate the rationale that has been presented, and I agree with Staff that a permit is not necessary. Most people, especially business owners, want things to look nice. The word "walkway" in the language in the definition means that private roadways couldn't be included? (Ms. Puester: Correct.) I do not think we should be discussing this ordinance. It's not needed. During the holiday season I believe that colored lights can be used in any direction on buildings, vertical, horizontal, etc. I believe that canopy lighting should be allowed only in the winter season and is the same as holiday lighting. If we were to allow for canopy lights outside of the holiday period, lights should be white. I agree that we shouldn't be enforcing length, spacing, etc. I agree with the way that Staff has written the hours of operation for holiday, canopy and bistro lights.

Ms. Katz: If canopy lighting is supposed to attract customers in, it makes sense in the winter only because the sun goes down so early. In the summer, the days are longer, the spaces can be seen from the sidewalk and it may not be needed. I agree with not requiring a permit at this time, and if it does become a floodgate we can require one in the future. There are not a lot of places that actually qualify for this due to the requirements. Why don't we just say it can be over walkways and not private road? I agree with Ms. Girvin regarding lighting color being ok with holiday lighting color. (Mr. Neubecker: Staff agreed that it would be difficult to enforce and people would be confused between "holiday lights" and "canopy lights".) I agree with Mr. Pringle regarding hours for holiday and bistro lighting.

Mr. Lamb: On page 36, the intent was for ambience during winter months, and that the lights were not needed in the summer. I am confused by the property manager comment that in the summer the lights are considered "tacky" but in the winter they are considered "ambience". (Ms. Puester: I think the message behind his statement was that ambience of the lighting has to do with the holidays and people being outdoors and enjoying Breckenridge. The entire town is lit up with holiday lighting in the winter. Summer has longer daylight hours as Ms. Katz said.) I agree that a permit should not be required; no abuses here. If there are abuses in the future we can look into this. We have enough regulations. I agree with Ms. Girvin and Ms. Katz. Also agree with Mr. Schroder that we do not need discuss this issue further. I think that bistro lighting should turn off after business hours.

Ms. Girvin: I think we need to keep this simple. Most people don't understand the difference between the different types of lighting. I do not think we should require a permit for this. I think that canopy lighting and holiday lighting should be in the same family, and that the rules can be the same. They can be colored but cannot be flashing, blinking, etc. Bistro lighting is for outdoor dining areas in the summer, and the lights should be white or clear only as written in the existing code. Does the Town of Breckenridge have to

follow this ordinance? They are on at the Welcome Center? (Mr. Neubecker: We are aware that our lights are still on at the Welcome Center.) Bistro lighting in the summer time needs to be turned off at the end of their business day, whether its 10pm or 2am. Canopy and holiday lighting, I think it can stay on all night, if that is what people want.

Mr. Bertaux: If La Cima or Shops on Main Street were coming in now I think that we would want them to get a permit for their lighting. I think that there is a difference between the different lighting types. That is why we have distinct definitions. I think that the holiday lights are over-done in some locations. (Ms. Girvin: I don't think that the code for holiday lights says you can only have a certain quantity of lights.) I think the lights should be clear or white for bistro lighting. I think that colored lights should just be in the winter season. Bistro lights should be in the summer season, canopy lights in winter. I think they should be shut off at the end of the business day. In response to Mr. Burke, it is probably the Council's job to increase business. It is the Commission's job to create standards that are fair and clear to all users in the community.

Mr. Pringle: Believes that there are more people doing this than the two users that were interviewed; at least one more at Michael's restaurant (Pasta Jay's). My concern is that we began with holiday lights, and now the shop owners have let the lights continue on past the season and that the lights are up for the entire ski season, just turned off. (Mr. Allen: This is allowed in the code.) I am concerned that if we don't get ahead of this at the onset, there will be concerns later. I think holiday lights are holiday lights. I think canopy lights are a completely different subject, and that a permit should be required for canopy lights. (Ms. Puester: Another option could be to not allow canopy lights at all.) I get concerned about the quantities that could come up with future projects in plazas and over roadways, specifically the Gondola Lots Master Plan. I agree with Ms. Girvin regarding lighting color. Because we say colored lighting is allowed, that doesn't preclude the use of white lights. I think that Mr. Burke makes a good point regarding separation of holiday and canopy lighting. I think that there will be people that will want to use canopy lighting in the summer time, and I am not sure how we will address that. I think that holiday lights are unregulated, we should cut it off at the end of the season and call all the rest of it canopy lighting. I think holiday lighting could be on as many hours as they want. Bistro lighting should turn off at the close of business.

Mr. Allen: Does everyone agree that canopy lights should be treated the same or differently from holiday lights? (No consensus. Mr. Neubecker: The reason that holiday lights and canopy lights were considered the same was due to the definition of holiday lights regarding "architectural features.") I don't think there are that many places that would do canopy lighting. We could educate those shop owners on additional requirements. We want to find ways to encourage people to go to into businesses and stimulate activity. We have consensus on allowing over walkways only, not private roads such as the gondola lot master plan. I am opposed to requiring a permit, and that

means we are 5-2 as a Commission. Believe that the Town can send a letter or email to shop owners regarding additional regulations. I feel strongly that colored lights along horizontal plane will look gaudy and I favor white or clear, which will entice consumers into individual businesses. I think we have consensus on bistro lighting. My concern with the canopy lighting is the residential neighbors and adjoining properties could be looking down; therefore, it should be turned off at the end of business. Once the business is closed I don't think they need to be on, since the purpose is to draw people in. If canopy lights are clear and white they should be allowed during both summer and winter.

Mr. Burke: My concern is that we haven't asked other shop owners or users about summer use for canopy lights. Shouldn't we allow for this in the summer too? We only asked the two individuals that are currently using this type of lighting at the holidays. I agree that holiday lights and canopy lights are different from one another. (Mr. Neubecker: We thought it would be confusing to separate the two types of lighting.) If you do canopy lighting separate from holiday lighting you have a hard time understanding when it was allowed. If you have a policy that is clear, you don't need a permit. I don't think this policy is clear. I hear all the time that tourists like the "winter wonderland" nature of our community. The holiday lights need to be done well, but I like the lights being on through the end of the ski season. I do not think that you have addressed what Council asked which is to direct people into town businesses. It seems like all we have distinguished is where you can put lighting. I think bistro lighting should be treated differently. I think for bistro lighting should possibly be yellow, because white is very bright and bistro lights are used for ambience. I would not allow multi-colored lights for bistro though. (Mr. Allen: The issue we were addressing was that prior to this discussion there were two businesses doing this type of lighting, and now we have clarified what it is so that it would be allowed by the Code. Currently canopy lighting is not allowed.) (Ms. Katz: With regard to comment on not fulfilling our job, having served on both Town Council and Planning Commission, I understand that the Council asks Commission to review things and the Commission makes specific recommendations after reviewing policy. Sometimes our recommendation is to do a lot and sometimes it is to do nothing. Planning Commission has the discretion to review things fully and we may determine that in the summer, canopy lights may not be needed. If Council disagrees with our recommendation, they can direct Staff to make that change.)

1 **FOR WORKSESSION/FIRST READING – JULY 6**

2
3 Additions To The Current Breckenridge Town Code Are
4 Indicated By **Bold + Dbl Underline**; Deletions By ~~Strikeout~~

5
6 COUNCIL BILL NO. ____

7
8 Series 2010

9
10 AN ORDINANCE AMENDING CHAPTER 12 OF TITLE 9 OF THE BRECKENRIDGE
11 TOWN CODE CONCERNING EXTERIOR LIGHTING

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

15
16 Section 1. The definition of “Bistro Lights” set forth in Section 9-12-7 of the
17 Breckenridge Town Code is amended so as to read in its entirety as follows:

18
19 BISTRO LIGHTS: A temporary display of small white or clear
bulbs on a string or tubes used to call attention
20 to and provide light and ambiance ~~to~~ for an
21 outdoor ~~dining-restaurant~~/bar area designated
22 by the site plan.

23
24 Section 2. Section 9-12-7 of the Breckenridge Town Code is amended by the
25 addition of a new definition of “Canopy Lighting”, which shall read in its entirety as
26 follows:

27
28 CANOPY LIGHTING: Decorative lighting strung between
commercial or mixed use buildings or
29 attached to a post structure forming a
30 canopy over a walkway.

31
32 Section 3. Section 9-12-8(B) of the Breckenridge Town Code is amended so as
33 to read in its entirety as follows:

34
35 B. Holiday Lighting: Temporary winter holiday lighting in LZ-1, LZ-2 and
commercial property in LZ-3 is permitted between November 1 and the end of
36 the Breckenridge Ski Resort ski season. Temporary winter holiday lighting in
37 LZ 2 and residential areas of LZ-3 is permitted between November 1 through
38 February 1. Holiday lighting is prohibited at all other times. Holiday lighting shall
39 not blink all at once, flash, or rotate, nor create a hazard or nuisance from glare.
40 Holiday lighting, including all lighting bulbs, shall be maintained in good
41 working condition at all time.

1 Section 4. Section 9-12-8 of the Breckenridge Town Code is amended by the
2 addition of a new subsection I that shall read in its entirety as follows:
3

4 I. Bistro Lighting: Bistro lighting is allowed only from May 1 through
5 October 31 of the same year. Bistro lighting shall be illuminated only when
6 the outdoor restaurant/bar area is open for business. Lighting bulbs and
7 tubing used in bistro lighting shall not exceed 5 watts per bulb or tube. Bistro
8 lighting, including all lighting bulbs and tubing, shall be maintained in good
9 working condition at all times.

10
11 Section 1. Section 9-12-8 of the Breckenridge Town Code is amended by the
12 addition of a new subsection J that shall read in its entirety as follows:
13

14 J. Canopy Lighting: Canopy lighting is allowed only between November 1
15 and the end of the Breckenridge Ski Resort ski season. Canopy lighting shall
16 be a maximum of 5 watts per bulb. Lighting shall not blink, flash, or rotate,
17 nor create a hazard or nuisance from glare. Canopy lighting shall not project
18 into or over a public right-of-way or private roadway. Canopy lighting,
19 including all lighting bulbs, shall be maintained in good working condition at
20 all times.

21
22 Section 2. Subsection (A)(4) of Section 9-12-11 of the Breckenridge Town
23 Code is deleted.
24

25 Section 3. Except as specifically amended hereby, the Breckenridge Town
26 Code, and the various secondary codes adopted by reference therein, shall continue in
27 full force and effect.
28

29 Section 4. The Town Council hereby finds, determines and declares that this
30 ordinance is necessary and proper to provide for the safety, preserve the health,
31 promote the prosperity, and improve the order, comfort and convenience of the Town
32 of Breckenridge and the inhabitants thereof.
33

34 Section 5. The Town Council hereby finds, determines and declares that it has
35 the power to adopt this ordinance pursuant to: (i) the Local Government Land Use
36 Control Enabling Act, Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31,
37 C.R.S. (concerning municipal zoning powers); (iii) Section 31-15-103, C.R.S.
38 (concerning municipal police powers); (iv) Section 31-15-401, C.R.S.(concerning
39 municipal police powers); (v) the authority granted to home rule municipalities by
40 Article XX of the Colorado Constitution; and (vi) the powers contained in the
41 Breckenridge Town Charter.

42 Section 6. This ordinance shall be published and become effective as provided
43 by Section 5.9 of the Breckenridge Town Charter.
44

45 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
46 PUBLISHED IN FULL this ____ day of _____, 2010. A Public Hearing shall be held at the

1 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
2 ____, 2010, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
3 Town.

4
5 TOWN OF BRECKENRIDGE, a Colorado
6 municipal corporation
7

8
9
10 By _____
11 John G. Warner, Mayor
12

13 ATTEST:
14

15
16
17 _____
18 Mary Jean Loufek, CMC,
19 Town Clerk
20

MEMO

TO: Breckenridge Town Council

FROM: Laurie Best-Community Development Department

DATE: July 7, 2010 (for July 13, 2010 meeting)

RE: Ordinance to Transfer Valley Brook property to Summit Housing Development Corporation

An Ordinance to transfer the Valley Brook property to the Summit Housing Development Corporation is enclosed in your packets and is scheduled for first reading this evening. This ordinance authorizes the Mayor to execute a special warranted deed when advised by the Town Attorney that it is appropriate to transfer the ownership. The intent is to transfer ownership once the Valley Brook Infrastructure Project is complete and the site is ready for vertical construction. We estimate that this will be around July 30th. The second reading of this ordinance is scheduled for July 27th to allow the ownership transfer and the start of vertical construction to occur as soon as possible after completion of Infrastructure. While the SHDC will own the land, the Development Agreement approved by the Council and the SHDC, provides that the SHDC will engage the Town to manage the vertical construction.

Staff is currently evaluating the general contractor bids and pricing, and will present updated project budget, schedule, phasing, and subsidy information to the Council in conjunction with the second reading of this ordinance. Staff recommends approval of first reading.

1 **FOR WORKSESSION/FIRST READING – JULY 13**

2
3 COUNCIL BILL NO. ____

4
5 Series 2010

6
7 AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN TOWN-OWNED
8 REAL PROPERTY TO THE SUMMIT HOUSING DEVELOPMENT CORPORATION, a
9 Colorado non-profit corporation
10 (Tracts 1, 2, and 3 Valley Brook Subdivision)

11
12 WHEREAS, pursuant to the authority granted by Resolution No. ____, Series 2010, the
13 Town of Breckenridge entered into that “Valley Brook Development Agreement”, dated
14 _____, 2010 (“Agreement”), with the Summit Housing Development Corporation, a Colorado
15 non-profit corporation (“SHDC”); and

16
17 WHEREAS, pursuant to the Agreement, SHDC intends to develop up to 42 units of
18 affordable housing on certain Town-owned real property described in the Agreement; and

19
20 WHEREAS, Section 4(A) of the Agreement requires the Town to convey to SHDC, for
21 SHDC’s use in developing the affordable housing project described in the Agreement, the
22 following described Town-owned real property:

23
24 Tracts 1, 2, and 3 Valley Brook Subdivision, Town of Breckenridge, County of
25 Summit and State of Colorado, according to the plat recorded
26 _____, 2010 under Reception No. _____ of the
27 records of the Clerk and Recorder of Summit County, Colorado

28
29 upon the satisfaction of certain conditions; and

30
31 WHEREAS, it is now necessary and appropriate for the abovedescribed Town-owned
32 real property to be conveyed to SHDC for its use in the developing the affordable housing
33 project described in the Agreement; and

34
35 WHEREAS, Section 15.3 of the Breckenridge Town Charter authorizes the Town
36 Council, at its option, to convey Town-owned real property by ordinance without voter approval;
37 and

38
39 WHEREAS, the Town Council finds and determines that the Town-owned real property
40 described in this ordinance should be conveyed to SHDC without requiring voter approval.

41
42 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
43 BRECKENRIDGE, COLORADO:

44
45 Section 1. The Town Council finds, determines, and declares as follows:

- 1 A. In Section 29-26-101(1), C.R.S., the Colorado legislature has found and declared that:
2
3 1. “(i)t is in the public interest to maintain a diverse housing stock in order to
4 preserve some diversity of housing opportunities for the state’s residents and
5 people of low-and moderate-income.
6
7 2. A housing shortage for persons of low- and moderate-income is detrimental to
8 the public health, safety and welfare. In particular, the inability of such persons to
9 reside near where they work negatively affects the balance between jobs and
10 housing in many regions of state and has serious detrimental transportation and
11 environmental consequences.
12
- 13 B. The determinations made by the Colorado legislature in Section 29-26-101(1),
14 C.R.S., are applicable to the need for affordable housing within the Town of
15 Breckenridge.
16
- 17 C. In *Town of Telluride v. Lot 34 Venture, LLC*, 3 P.3d 30, 38 (Colo. 2000) the Colorado
18 Supreme Court found that the a municipality (along with the state) has a “significant
19 interest in maintaining the quality and quantity of affordable housing.”
20
- 21 D. There is an insufficient amount of affordable housing (also referred to as “attainable
22 housing”) within the Town of Breckenridge.
23
- 24 E. The development of an adequate supply of affordable housing within the Town of
25 Breckenridge is a top priority of the Town Council.
26
- 27 F. In an effort to address the lack of sufficient affordable housing within the Town the
28 Town Council has adopted a housing plan, and has committed significant amounts of
29 public resources, in the form of both public funds and the expenditure of substantial
30 amounts of Town staff time, to the development and implementation of a housing
31 strategy designed to make more affordable housing available to the citizens of the
32 Town.
33
- 34 G. The development of the affordable housing project described in “Valley Brook
35 Development Agreement” with the Summit Housing Development Corporation, a
36 Colorado non-profit corporation, will provide up to 42 affordable “for sale” housing
37 units that will significantly assist in the provision of affordable housing for people
38 who work within the Town and desire to live near where they work.
39
- 40 H. The development of the affordable housing project described in the Valley Brook
41 Development Agreement with the Summit Housing Development Corporation, a
42 Colorado non-profit corporation, will serve a substantial public purpose.
43

44 Section 2. For the reasons set forth in Section 1 of this ordinance, the Town Council
45 finds, determines, and declares that the conveyance of the Town-owned real property described
46 in this ordinance to the Summit Housing Development Corporation, a Colorado non-profit

1 corporation, for the development of the affordable housing project described in the Valley Brook
2 Development Agreement will provide a public benefit and further a public purpose within the
3 meaning of Article 11, Section 2 of the Colorado Constitution. The Town Council further finds,
4 determines, and declares that the Town will receive adequate consideration in return for its
5 conveyance of the Town-owned real property to the Summit Housing Development Corporation,
6 a Colorado non-profit corporation.

7
8 Section 2. When he has been advised by the Town Attorney that it is appropriate
9 to do so, the Mayor of the Town of Breckenridge is authorized, empowered, and directed
10 to execute, acknowledge, and deliver to Summit Housing Development Corporation, a
11 Colorado non-profit corporation, a special warranty deed. The deed shall convey to the
12 Summit Housing Development Corporation, a Colorado non-profit corporation, the
13 following Town-owned real property:

14 Tracts 1, 2, and 3 Valley Brook Subdivision, Town of Breckenridge, County of
15 Summit and State of Colorado, according to the plat recorded _____, 2010
16 under Reception No. _____ of the records of the Clerk and Recorder
17 of Summit County, Colorado [RECORDING INFORMATION TO BE
18 FILLED IN WHEN AVAILABLE]

19
20 The special warranty deed shall be in a form approved by the Town Attorney.

21 Section 3. The special warranty deed described in Section 2 of this ordinance shall
22 provide that real property that is conveyed by the Town to the Summit Housing
23 Development Corporation, a Colorado non-profit corporation, shall be used only for the
24 development of the affordable housing project described in that Valley Brook
25 Development Agreement dated _____, 2010.

26 Section 4. Ordinance No. _____, Series 2010, entitled “An Ordinance Authorizing
27 The Conveyance Of Certain Town-Owned Real Property To Mercy Housing Colorado, a
28 Colorado Non-Profit Corporation (Tract 1, Valley Brook Subdivision)”, is repealed.

29 Section 5. The Town Council hereby finds, determines and declares that it has the
30 power to adopt this ordinance pursuant to the authority granted to home rule municipalities
31 by Article XX of the Colorado Constitution and the powers contained in the Breckenridge
32 Town Charter.

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

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

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

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MEMO

TO: Town Council

FROM: Town Attorney

RE: Repeal of Entrada Annexation Legislation

DATE: July 6, 2010 (for July 13th meeting)

Since it is now clear that the Entrada annexation will not be finalized, I think it is appropriate for the Council to act to repeal the Entrada Annexation Ordinance, as well as the two resolutions that were adopted approving the Entrada Annexation Agreements. I would recommend that this action be taken before the public trustee's foreclosure sale is held in September and while ownership of the property is still in Entrada at Breckenridge, Inc.

Enclosed is an ordinance repealing Ordinance No. 23, Series 2009 (the Entrada Annexation Ordinance) and a separate resolution repealing the resolutions that approved the original Entrada Annexation Agreement and the Amended Annexation Agreement.

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

1 *FOR WORKSESSION/FIRST READING – JULY 13*

2
3 COUNCIL BILL NO. ____

4
5 Series 2010

6
7 AN ORDINANCE REPEALING ORDINANCE NO. 23, SERIES 2009, CONCERNING THE
8 PROPOSED ANNEXATION OF A PARCEL OF LAND TO THE TOWN OF
9 BRECKENRIDGE
10 (Entrada – 3.98 acres, more or less)

11
12 WHEREAS, on August 11, 2009 the Town Council adopted Ordinance No. 23, Series
13 2009, entitled “An Ordinance Annexing A Parcel of Land To The Town of Breckenridge”; and

14
15 WHEREAS, on October 27, 2009, the Town Council adopted Resolution No. 28, Series
16 2009 approving an Amended Annexation and Development Agreement with Entrada at
17 Breckenridge, Inc., a Colorado corporation; and

18
19 WHEREAS, the Amended Annexation and Development Agreement with Entrada at
20 Breckenridge, Inc., a Colorado corporation, approved by Resolution No. 28, Series 2009 set forth
21 certain terms and conditions that had to be met in order for the property described in Ordinance
22 No. 23, Series 2009 to be annexed to the Town of Breckenridge; and

23
24 WHEREAS, the Amended Annexation and Development Agreement with Entrada at
25 Breckenridge, Inc., a Colorado corporation, approved by Resolution No. 28, Series 2009, has not
26 been signed and the Town Council has been informed and believes that such agreement will not
27 be signed by Entrada at Breckenridge, Inc., a Colorado corporation; and

28
29 WHEREAS, because the Amended Annexation and Development Agreement has not
30 been signed by Entrada at Breckenridge, Inc., a Colorado corporation, the Town Council finds
31 and determines that the terms and conditions under which the real property described in
32 Ordinance No. 23, Series 2009 was to be annexed to the Town have not been complied with; and

33
34 WHEREAS, Ordinance No. 23, Series 2009, and the accompanying annexation map
35 have not been filed as required by Section 31-12-113(1), C.R.S., and pursuant to Section 31-12-
36 113(3), C.R.S., the annexation of the property described in Ordinance No. 23, Series 2009, has
37 not become effective; and

38
39 WHEREAS, the Town Council further finds and determines that Ordinance No. 23,
40 Series 2009 should be repealed and the real property described therein not annexed to and made
41 a part of the Town of Breckenridge.

42
43 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
44 BRECKENRIDGE, COLORADO:

1 Section 1. Ordinance No. 23, Series 2009 is repealed. The Town Clerk is directed not to
2 file the annexation ordinance and map as described in Section 31-12-113, C.R.S.

3 Section 2. The Town Council hereby finds, determines and declares that it has the power
4 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
5 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

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

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

13
14 TOWN OF BRECKENRIDGE, a Colorado
15 municipal corporation
16
17

18
19 By _____
20 John G. Warner, Mayor
21

22 ATTEST:

23
24
25
26 _____
27 Mary Jean Loufek, CMC,
28 Town Clerk
29
30
31

1 *FOR WORKSESSION/FIRST READING – JULY 13*

2
3 A RESOLUTION

4
5 SERIES 2010

6
7 A RESOLUTION REPEALING RESOLUTION NO. 21, SERIES 2009 AND RESOLUTION
8 NO. 28, SERIES 2009, CONCERNING PROPOSED ANNEXATION AND DEVELOPMENT
9 AGREEMENTS WITH ENTRADA AT BRECKENRIDGE, INC., A COLORADO
10 CORPORATION

11 (Entrada – 3.98 acres, more or less)

12
13 WHEREAS, on August 11, 2009 the Town Council adopted Ordinance No. 23, Series
14 2009, entitled “An Ordinance Annexing A Parcel of Land To The Town of Breckenridge”; and
15

16 WHEREAS, on August 11, 2009, the Town Council also adopted Resolution No. 21,
17 Series 2009 approving an Annexation and Development Agreement with Entrada at
18 Breckenridge, Inc., a Colorado corporation; and
19

20 WHEREAS, on October 27, 2009, the Town Council adopted Resolution No. 28, Series
21 2009 approving an Amended Annexation and Development Agreement with Entrada at
22 Breckenridge, Inc., a Colorado corporation; and
23

24 WHEREAS, the Annexation Agreement approved by Resolution No. 21, Series 2009 and
25 the Amended Annexation and Development Agreement approved by Resolution No. 28, Series
26 2009 set forth certain terms and conditions that had to be met by Entrada at Breckenridge, Inc., a
27 Colorado corporation, in order for the property described in Ordinance No. 23, Series 2009 to be
28 annexed to the Town of Breckenridge; and
29

30 WHEREAS, neither the Annexation Agreement approved by Resolution No. 21, Series
31 2009, nor the Amended Annexation and Development Agreement approved by Resolution No.
32 28, Series 2009, has not been signed, and the Town Council has been informed and believes that
33 neither of such agreements will be signed by Entrada at Breckenridge, Inc., a Colorado
34 corporation; and
35

36 WHEREAS, because neither the Annexation Agreement approved by Resolution No. 21,
37 Series 2009 nor the Amended Annexation and Development Agreement approved by Resolution
38 No. 28, Series 2009 has been signed by Entrada at Breckenridge, Inc., a Colorado corporation,
39 the Town Council finds and determines that the terms and conditions under which the real
40 property described in Ordinance No. 23, Series 2009 was to be annexed to the Town have not
41 been met; and
42

43 WHEREAS, the Town Council further finds and determines that Resolution No. 21 and
44 Resolution No. 28, Series 2009 should both be repealed.
45

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

3
4 Section 1. Resolution No. 21 and Resolution No. 28, Series 2009 are repealed.

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

6 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2010.

7
8 TOWN OF BRECKENRIDGE

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10
11
12 By _____
13 John G. Warner, Mayor

14
15 ATTEST:

16
17
18
19 _____
20 Mary Jean Loufek,
21 CMC, Town Clerk

22
23 APPROVED IN FORM

24
25
26
27 _____
28 Town Attorney Date



June 21, 2010 – for Council Work Session on July 13, 2010

TO: Breckenridge Town Council

FROM: Maribeth Lewis-Baker and James Phelps

RE: Disadvantaged Business Enterprise (DBE) Plan and Goal for FFY 2011 - 2013

Ladies and Gentlemen of the Breckenridge Town Council:

As a recipient of federal financial assistance grant funds, the Free Ride is required by the Federal Transit Administration to prepare a DBE Plan and file triennial goals for the use of disadvantaged business enterprises in our procurement of goods and services utilizing federal grant funding.

Due diligence was conducted to determine the number of DBE businesses that are registered within Summit County and also the surrounding counties for our proposed list of projects. The same process was conducted to determine the total number of licensed businesses within the same geographic area for the applicable goods and services. Upon conclusion of the exercise, there were no registered DBE companies available within the geographic area that was examined.

An Annual DBE Participation Level (ADPL) goal of 0% has been established for Federal Fiscal Years 2011, 2012, 2013. Pursuant to public involvement requirements set forth by the Federal Transit Administration, the proposed goal and the availability of the DBE Plan for public review and comment was published in the Summit Daily News on June 23, 2010. The Free Ride shall accept comments for informational purposes from the public through August 1, 2010. Any public comments received shall be included with the final submittal to the Federal Transit Administration.

By way of resolution, we are seeking your adoption of the DBE Plan and approval for the ADPL goal for FFY 2011, 2012, and 2013. In 2013, we will be required to update our DBE Plan with a new set of triennial goals.

Staff will be on-hand at the Council Work Session to answer any questions you may have regarding the DBE Plan, ADPL goal, or the process for our DBE Compliance.

1 **FOR WORKSESSION/ADOPTION – JULY 13**

2
3 A RESOLUTION

4
5 SERIES 2010

6
7 A RESOLUTION APPROVING THE "TOWN OF BRECKENRIDGE 'FREE RIDE'
8 DISADVANTAGED BUSINESS ENTERPRISE PLAN" AND THE TOWN'S ANNUAL
9 DISADVANTAGED BUSINESS PARTICIPATION LEVEL GOALS FOR FEDERAL
10 FISCAL YEARS 2011, 2012, AND 2013

11
12 WHEREAS, the Town of Breckenridge owns and operates the "Town of Breckenridge
13 Free Ride Transit System" ("Free Ride Transit System"); and

14
15 WHEREAS, the Town has received financial assistance from the United States
16 Department of Transportation ("DOT") in connection with the Free Ride Transit System; and

17
18 WHEREAS, as a condition of receiving federal assistance the Town, on behalf of the
19 Free Ride Transit System, has signed an assurance that it will comply with the DOT regulations
20 set forth in 49 CFR Part 26; and

21
22 WHEREAS, the Town, on behalf of the Free Ride Transit System, has established a
23 Disadvantaged Business Enterprise ("DBE") Program as required by 49 CFR Part 26; and

24
25 WHEREAS, the Town's Transit Manager has prepared a proposed "Town of
26 Breckenridge – Free Ride Transit System Disadvantaged Business Enterprise (DBE) Plan" in
27 accordance 49 CFR Part 26, a copy of which is marked Exhibit "A", attached hereto and
28 incorporated herein by reference ("the Plan"); and

29
30 WHEREAS, included within the Plan are the Town's "Annual DBE Participation Level
31 Goals" for federal fiscal years 2011, 2012, and 2013; and

32
33 WHEREAS, the Town, on behalf of the Free Ride Transit System, has disseminated the
34 Plan to DBE and non-DBE business communities that perform work for the Town on DOT-
35 assisted contracts by publishing public notice of the Plan for public review in *The Summit Daily*
36 *News* and by posting the Plan on the Town's website; and

37
38 WHEREAS, the Town, on behalf of the Free Ride Transit System, has received and
39 considered all public comments submitted to the Town concerning the Plan; and

40
41 WHEREAS, the Town Council has reviewed the Plan, and finds and determines that both
42 it and the Town's "Annual DBE Participation Level Goals" for federal fiscal years 2011, 2012,
43 and 2013 set forth therein should be approved.

44
45 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
46 BRECKENRIDGE, COLORADO, as follows:

1
2 Section 1. The "Town of Breckenridge – Free Ride Transit System Disadvantaged
3 Business Enterprise (DBE) Plan For Federal Fiscal Years 2011, 2012, and 2013" (Exhibit "A"
4 hereto) is approved.

5 Section 2. The Town Manager is authorized, empowered, and directed to sign the
6 approved Plan document on behalf of the Town of Breckenridge, and the appropriate officers
7 and employees of the Town are directed to take all necessary and appropriate steps to fully
8 implement the approved Plan. All action previously taken by the officers and employees of the
9 Town of Breckenridge with respect to the approved Plan is hereby ratified, confirmed, and
10 approved in all respects.

11 Section 3. The Town of Breckenridge "Annual DBE Participation Level Goals" for
12 the Free Ride Transit System for federal fiscal years 2011, 2012 and 2013 as set forth in the
13 approved Plan are approved.

14 Section 4. This resolution shall become effective upon its adoption.

15
16 RESOLUTION APPROVED AND ADOPTED this ____ day of ____, 2010.

17
18 TOWN OF BRECKENRIDGE

19
20
21
22 By: _____
23 John G. Warner, Mayor

24
25 ATTEST:

26
27
28
29 _____
30 Mary Jean Loufek,
31 CMC, Town Clerk

32
33 APPROVED IN FORM

34
35
36
37 _____
38 Town Attorney Date



**TOWN OF BRECKENRIDGE – FREE RIDE TRANSIT SYSTEM
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PLAN
for Federal Fiscal Years 2011, 2012, and 2013**

Endorsed and Approved on by the:
**TOWN OF BRECKENRIDGE
COUNCIL**

Submitted to:
Federal Transit Administration
Region 8
12300 West Dakota Avenue, Suite 310
Lakewood, Colorado 80228-2583

June 10, 2010

RECIPIENT INFORMATION

RECIPIENT: Town of Breckenridge – Free Ride Transit System
Rural Transit Agency (population under 200,000)

SUBMITTAL DATE: August 1, 2010

GOAL EFFECTIVE: October 1, 2010

GOAL EXPIRATION: September 30, 2013

CONTACT INFORMATION:

Maribeth Lewis-Baker
Transit Manager
Town of Breckenridge – Free Ride Transit System
1105 Airport Road
P.O. Box 168
Breckenridge, Colorado 80424
maribethL@townofbreckenridge.com
Phone: 970-547-3141
Fax: 970-453-0693

Timothy Gagen
Town Manager
Town of Breckenridge
150 Ski Hill Road
P.O. Box 168
Breckenridge, Colorado 80424
timg@townofbreckenridge.com
Phone: 970-453-1166
Fax: 970-547-3104

TOWN OF BRECKENRIDGE – FREE RIDE TRANSIT SYSTEM POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement Disadvantaged Business Enterprise (DBE)

The Town of Breckenridge Free Ride Transit System has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Town of Breckenridge Free Ride Transit System has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Town of Breckenridge Free Ride Transit System has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Town of Breckenridge Free Ride Transit System to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Transit Manager of the Town of Breckenridge Free Ride Transit System has been designated as the DBE Liaison Officer. In that capacity, the Transit Manager is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Town of Breckenridge Free Ride Transit System in its financial assistance agreements with the Department of Transportation.

The Town of Breckenridge Free Ride Transit System has disseminated this policy statement to the Town Council of the Town of Breckenridge and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts by publishing it in the Summit Daily News and on the Town's website.

Timothy J. Gagen, Town Manager

Date

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The Town of Breckenridge Free Ride Transit System is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Teas-21, Pub. L. 105-178.

Section 26.5 Definitions

The Town of Breckenridge Free Ride Transit System adopts the definitions contained in Section 26.5 for this program.

Section 26.7 Non-discrimination Requirements

The Town of Breckenridge Free Ride Transit System will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the Town of Breckenridge Free Ride Transit System will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11(b)

We will report DBE participation to DOT as follows:

For most years, we anticipate that we will be exempt from DBE program requirements under the exemption for small transit systems, with federal dollar contracting opportunities of less than \$250,000 per year as provided in CFR 49 Part 26.21. In those years, we will provide an annual statement of exclusion and the Town of Breckenridge Free Ride Transit System shall ensure compliance with the requirements of 49 CFR 18.36(e) et al. See Attachment 11 – Alternate Rule

In years where we are not exempt, we will report DBE participation on a semi-annual basis. The first report is due June 1 for period Oct. 1 through March 31 and the second report is due Dec. 1 for April 1 through September 30. The reporting form is called Uniform Report of DBE Commitments/Awards and Payment. These reports will reflect payments actually made to DBEs on DOT-assisted contracts.

Bidders List: 26.11(c)

The Town of Breckenridge Free Ride Transit System will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidders list approach to calculating overall goals. The bidder list will include the name, address, DBE non-DBE status, age, and annual gross receipts of firms.

We will collect this information in the following ways:

The Town of Breckenridge Free Ride Transit System has never maintained an independent directory identifying all the firms eligible to participate as DBEs but rather has relied upon the State of Colorado's list of certified DBEs. This list is compiled by the Colorado Department of Transportation and is accessible at: <http://www.dot.state.co.us/Bidding/listings.html> The Colorado Department of Transportation is part of a United Certification Program Plan (UCP).

If a non-sufficient number of DBE's are found in our local community through the UCP, we will conduct outreach in which to attempt a good faith effort to compile a bidder's list of local bidders, in addition to the DBE's listed on the CDOT certified DBE list, for a specific procurement. The Town of Breckenridge Free Ride Transit System shall also include past DBE's that have successfully completed contracts with the Town of Breckenridge Free Ride Transit System for inclusion in future procurements.

Section 26.13 Federal Financial Assistance Agreement

The Town of Breckenridge Free Ride Transit System has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a)

The Town of Breckenridge Free Ride Transit System shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the [Recipient] of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

This language will appear in financial assistance agreements with sub-recipients.

[Note: This language is to be used verbatim, as it is stated in 26.13(a).]

Contract Assurance: 26.13b

We will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

[Note: This language is to be used verbatim, as it is stated in 26.13(b)]

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

In any federal fiscal year that the Town of Breckenridge Free Ride Transit System has received a grant of \$250,000 or more in FTA planning capital, and or operating assistance, we will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the program.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this program.

Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

*Maribeth Lewis-Baker
Transit Manager
Town of Breckenridge Free Ride Transit System
P.O. Box 168
Breckenridge, Colorado 80424
(970) 547-3141
maribethL@townofbreckenridge.com*

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Town of Breckenridge Free Ride Transit System complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Town Manager concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment 1 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of four to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress.
6. Analyzes the Town of Breckenridge Free Ride Transit System's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO\governing body on DBE matters and achievement.
9. Chairs the DBE Advisory Committee.
10. Participates in pre-bid meetings.
11. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
12. Plans and participates in DBE training seminars.
13. Certifies DBEs according to the criteria set by DOT and acts as liaison to the Uniform Certification Process in the State of Colorado.

14. Provides outreach to DBEs and community organizations to advise them of opportunities.
15. Maintains the Town Transit System's updated directory on certified DBEs.

Section 26.27 DBE Financial Institutions

It is the policy of the Town of Breckenridge Free Ride Transit System to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. The Town has not identified any DBE financial institutions in the community. As information on the availability of DBE financial institutions becomes known, it may be obtained from the DBELO.

Section 26.29 Prompt Payment Mechanisms

In accordance with 49 C.F.R. Section 26.29, the Town of Breckenridge Free Ride Transit System will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 calendar days from the receipt of each payment the prime contract receives from the Town of Breckenridge Free Ride Transit System. The prime contractor agrees further to return retainage payments to each subcontractor within 30 calendar days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following prior written approval of the Town of Breckenridge Free Ride Transit System. This clause applies to both DBE and non-DBE subcontracts.

The Town of Breckenridge Free Ride System has also established as part of its DBE program, the following additional mechanisms to ensure prompt payment: (i) a contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute mechanisms to resolved payment disputes; (ii) a contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contract ensures that the subcontractors are promptly paid for the work they have performed; and (iii) in the discretion of the Town of Breckenridge Free Ride, other mechanisms, consistent with 49 C.F.R. Part 26 and applicable state and local law, to ensure that DBE's and contractors are fully and promptly paid.

Section 26.31 Directory

The Town of Breckenridge Free Ride Transit System utilizes a directory maintained by the Colorado Department of Transportation (CDOT) for identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. The **CDOT Bidders List** is updated monthly and represents a rolling two-year cumulative list of bidders.

The Directory is accessible at: <http://www.dot.state.co.us/Bidding/listings.html>

Persons interested in being added to the Directory may submit a United Certification Program Plan application. This certification would be applicable for both City and County of Denver's Mayors Office of Contract Compliance (MOCC) and the Colorado Department of Transportation.

The application is available by contacting:

United Certification Program Plan
Sabra Erving- Program Assistant
Email: sabra.erving@dot.state.co.us
Phone: 303-512-4140
<http://www.dot.state.co.us/EEO/CERTIFICATION/ApplicationForms.htm>

The Town of Breckenridge Free Ride Transit System shall maintain a directory of all past DBE's that have successfully completed contracts with the Town of Breckenridge Free Ride Transit System who remain eligible to participate as DBEs in future procurements with the Town of Breckenridge Free Ride Transit System. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. The directory shall be updated on an annual basis.

Attachment 2 is a current listing of the Directory of past DBE's utilized by the Town of Breckenridge Free Ride Transit System.

Section 26.33 Overconcentration

The Town of Breckenridge Free Ride Transit System has not identified that overconcentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

The Town of Breckenridge Free Ride Transit System has not established a business development program.

Section 26.37 Monitoring and Enforcement Mechanisms

The Town of Breckenridge Free Ride Transit System will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment 3 lists the contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. We will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by project progress updates, site visits, or by other means as applicable.
4. We will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The Town of Breckenridge Free Ride Transit System does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

A description of the methodology to calculate the overall goal and the goal calculations can be found in [Attachment 4](#) to this program. This section of the program will be updated annually.

In accordance with Section 26.45(f) the Town of Breckenridge Free Ride Transit System will submit its overall goal to DOT on August 1 of each year. Before establishing the overall goal each year, Town of Breckenridge Free Ride Transit System will consult with the DBE/UDBE firms in Summit County to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Town of Breckenridge Free Ride Transit System's efforts to establish a level playing field for the participation of DBEs.

Following this consultation, we will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at our principal office for 30 calendar days following the date of the notice, and informing the public that you and DOT will accept comments on the goals for 45 calendar days from the date of the notice. The notice shall be published in the Summit Daily News and on the Town website. Normally, we will issue this notice by June 1 of each year. The notice will include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed.

Our overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses.

We will begin using our overall goal on October 1 of each year, unless we have received other instructions from the DOT.

Section 26.49 Transit Vehicle Manufacturers Goals

The Town of Breckenridge Free Ride Transit System will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section.

Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation

The breakout of estimated race-neutral and race-conscious participation can be found in [Attachment 5](#) to this program. This section of the program will be updated annually when the goal calculation is updated.

Section 26.51(d-g) Contract Goals

The Town of Breckenridge Free Ride Transit System will use contract goals to meet any portion of the overall goal the Town of Breckenridge Free Ride Transit System does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.)

We will express our contract goals as a percentage of the Federal share of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures

Demonstration of good faith efforts (26.53(a) & (c))

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

The Transit Manager shall be responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

We will ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

Attachment 6 Form 1 & 2 for Demonstration of Good Faith Efforts

Information to be submitted (26.53(b))

The Town of Breckenridge Free Ride Transit System treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration (26.53(d))

Within 15 calendar days of being informed by Town of Breckenridge Free Ride Transit System that it is not *responsive* because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Public Works Director
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replace on a contract (26.53(f))

The Town of Breckenridge Free Ride Transit System will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the *Town of Breckenridge Free Ride Transit System* to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of _____ percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

We shall count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The Town of Breckenridge Free Ride Transit System will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. We will make our certification decisions based on the facts as a whole.

Reference Attachment 7: Agency DBE Certification Application Forms

For information about the certification process or to apply for certification, firms should contact:

Maribeth Lewis-Baker
Transit Manager
Town of Breckenridge Free Ride Transit System
P.O. Box 168
Breckenridge, Colorado 80424
(970) 547-3141
maribethL@townofbreckenridge.com

Applicants desiring to be certified as a DBE with the Town of Breckenridge Free Ride Transit System are also encouraged to apply for certification with the Colorado Department of Transportation by contacting:

United Certification Program Plan
Sabra Erving- Program Assistant
Email: sabra.erving@dot.state.co.us
Phone: 303-512-4140

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The Town of Breckenridge Free Ride Transit System is the member of a Unified Certification Program (UCP) administered by the Colorado Department of Transportation. The UCP will meet all of the requirements of this section. The following is a description of the UCP:

The Center for Equal Opportunity investigates DBE applicants under the requirements of 49 CFR Part 26 to ensure that only firms owned and controlled by disadvantaged individuals are certified as eligible DBE's.

In addition to providing DBE certification services for CDOT's DBE program, the Office of Certification continues to provide those same services for the Regional Transportation District (RTD) and Denver Water Department, as it has since 1991.

Unified Certification Program

For many years, firms seeking DBE certification with CDOT and the City and County of Denver's Mayors Office of Contract Compliance (MOCC) had to submit two separate applications. In 2002 CDOT and Denver entered into a Unified Certification Program (UCP). A firm wanting DBE certification with both agencies need now submit only one application and, if successful, will be recognized as an eligible DBE with both agencies.

Section 26.83 Procedures for Certification Decisions

Re-certifications 26.83(a) & (c)

We will review the eligibility of DBEs that we certified under former part 23, to make sure that they will meet the standards of Subpart E of Part 26. We will complete this review no later than three years from the most recent certification date of each firm. Our schedule for this review process shall be within 60 calendar days.

For firms that we have certified or reviewed and found eligible under part 26, we will again review their eligibility *every three years*. These reviews will include the following components: *filling out a new application will be mandated*.

"No Change" Affidavits and Notices of Change (26.83(j))

We require all DBEs to inform us, in a written affidavit, of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR Part 26 or of any material changes in the information provided with the Town of Breckenridge Free Ride Transit System application for certification.

We also require all owners of all DBEs we have certified to submit, on the anniversary date of their certification, a "no change" affidavit meeting the requirements of 26.83(j). The text of this affidavit is the following:

I swear (or affirm) that there have been no changes in the circumstances of [name of DBE firm] affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR part 26. There have been no material changes in the information provided with [name of DBE]'s application for certification, except for any changes about which you have provided written notice to the [Recipient] under 26.83(j). [Name of firm] meets Small Business

Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm's previous three fiscal years do not exceed \$16.6 million.

We require DBEs to submit with this affidavit documentation of the firm's size and gross receipts.

We will notify all currently certified DBE firms of these obligations on an annual basis via U.S. Mail. This notification will inform DBEs that to submit the "no change" affidavit, their owners must swear or affirm that they meet all regulatory requirements of part 26, including personal net worth. Likewise, if a firm's owner knows or should know that he or she, or the firm, fails to meet a part 26 eligibility requirement (e.g. personal net worth), the obligation to submit a notice of change applies.

Section 26.85 Denials of Initial Requests for Certification

If we deny a firm's application or decertify it, it may not reapply until 12 months have passed from the date of our action.

Section 26.87 Removal of a DBE's Eligibility

In the event we propose to remove a DBE's certification, we will follow procedures consistent with 26.87. Attachment 8 to this program sets forth these procedures in detail. To ensure separation of functions in a de-certification, we have determined that the Public Works Director will serve as the decision-maker/Hearing Officer in de-certification proceedings. We have established an administrative "firewall" to ensure that the Public Works Director will not have participated in any way in the de-certification proceeding against the firm (including in the decision to initiate such a proceeding).

Section 26.89 Certification Appeals

Any firm or complainant may appeal our decision, after having exhausted the Town of Breckenridge Free Ride Transit System complaint procedures (Attachment 9), in a certification matter to DOT. Such appeals may be sent to:

Department of Transportation
Office of Civil Rights Certification Appeals Branch
400 7th Street, SW
Room 2104
Washington, D.C. 20590

We will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for our DOT-assisted contracting (e.g., certify a firm if DOT has determined that our denial of its application was erroneous).

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation

We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

The Town of Breckenridge is subject to the provisions of the Colorado Open Records Act, Part 2 of Article 72 of Title 24, Colorado Revised Statutes (CORA). Section 24-72-204(3)(a)(IV), which is part of CORA, provides that the Town's record custodian shall deny the right of inspection of any record that contains trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data. The records custodian's denial of a request to inspect any such record is subject to challenge in front of the Summit County, Colorado district court in accordance with the applicable provisions of CORA.

Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter or as may be required by a final, non-appealable order of a court of competent jurisdiction issued under CORA or other applicable law.

Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Town of Breckenridge Free Ride Transit System or DOT. This reporting requirement also extends to any certified DBE subcontractor.

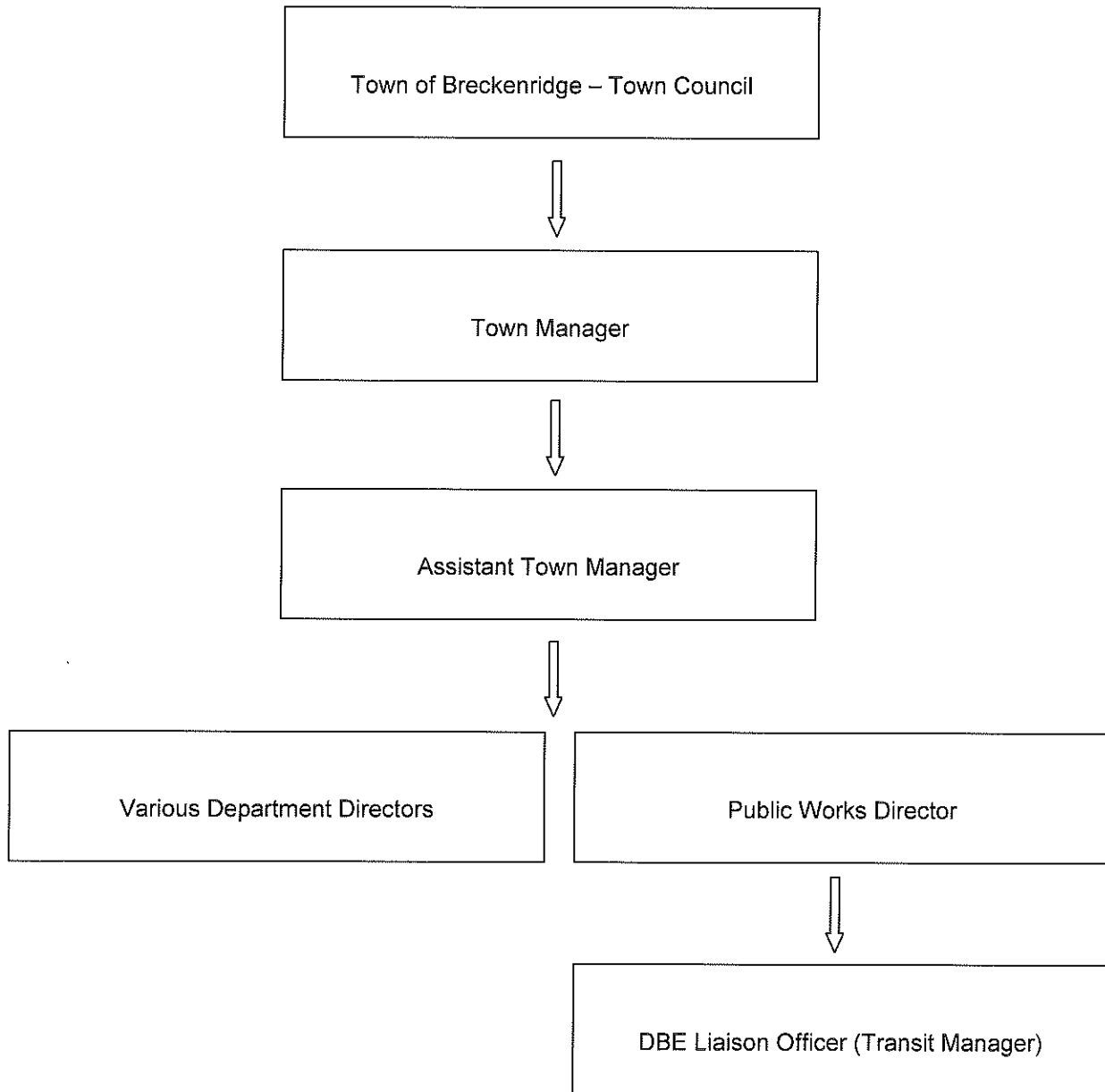
We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

ATTACHMENTS

Following is a list of attachments as referenced in this DBE Plan:

Attachment 1	Organizational Chart
Attachment 2	DBE Directory
Attachment 3	Monitoring and Enforcement Mechanisms
Attachment 4	Overall Goal Calculation
Attachment 5	Breakout of Estimated Race-Neutral & Race-Conscious Participation
Attachment 6	Form 1 & 2 for Demonstration of Good Faith Efforts
Attachment 7	Certification Application Forms
Attachment 8	Procedures for Removal of DBE's Eligibility
Attachment 9	DBE Complaint Procedures
Attachment 10	Regulations: 49 CRR part 26
Attachment 11	Alternate Rule - Regulation: 49 CFR Part 18.36(e)
Attachment 12	Public Notice

Attachment 1
Organizational Chart



Attachment 2

DBE Directory

A & M Locksmiths, Inc.
861 Rainbow Drive
Silverthorne, Colorado 80497
(970) 513-9680

Engraving, Locksmith Service

Esteban Ortega
P.O. Box 168
Breckenridge, CO 80424
(970) 453-2251

Translation Services

Ostrander Consulting, Inc.
1250 Humboldt Street
Suite 1401
Denver, Colorado 80217
720-855-7404

Transit Planning Consultant

Cert# 4613

Attachment 3**Monitoring and Enforcement Mechanisms**

The Town of Breckenridge Free Ride Transit System has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action, pursuant to CRS 24-109-106

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR part 26
2. Enforcement action pursuant to 49 CFR part 31
3. Prosecution pursuant to 18 USC 1001.

Attachment 4

Section 26.45: Overall Goal Calculation

Statement of Goal

The amount of Annual DBE Participation level (ADPL) and methodology are presented herein, in accordance with Title 49 United States Code, Part 26.

The Town of Breckenridge Free Ride Transit System has established an ADPL of 0% for the Federal Fiscal Years of 2011, 2012, and 2013. The percentage goal is the % of the Federal portion of financial assistance we will expend in DOT-assisted contracts, exclusive of FTA funds to be used for the purchase of transit vehicles.

The Town of Breckenridge Free Ride Transit System shall provide an annual goal update to provide the total federal portion of the financial assistance for DOT-assisted contracts that would be applicable for each Fiscal Year and the dollar figure the ADPL goal would equate to for the years that Part 26 is applicable for the Town of Breckenridge Free Ride Transit System.

For most years, we anticipate that we will be exempt from DBE program requirements under the exemption for small transit systems, with federal dollar contracting opportunities of less than \$250,000 per year as provided in CFR 49 Part 26.21. In those years, we will provide an annual statement of exclusion and the Town of Breckenridge Free Ride Transit System shall follow the requirements of 49 CFR 18.36(e) et al.

Methodology

Step 1: 26.45(c)

Please refer to the attached DBE Goal Calculations spreadsheet for the methodology used to obtain this goal.

The Town of Breckenridge Free Ride Transit System utilized the Colorado Department of Transportation (CDOT) Unified Certification Program (UCP) database for the following Colorado counties:

- Clear Creek County
- Eagle County
- Grand County
- Lake County
- Park County
- Summit County

This represents our home county and all bordering counties to our home county as the core consideration area for our plan. Being that Breckenridge has a year-round population of 3,407 residents, we believed that expanding the core consideration area was the best way to develop an ADPL that would be meaningful.

The Town of Breckenridge Free Ride Transit System matched activities associated with eligible prospective projects during the plan period with their respective North American Industry Classifications (NAICS) codes, which was used to identify the DBE firms in the CDOT UCP database.

**TOWN OF BRECKENRIDGE - FREE RIDE TRANSIT SYSTEM
PROPOSED PROJECTS FOR FFY 2011, 2012, 2013 for DBE GOAL SETTING**

Step 1 - Determine the weight of each type of work by NAICS Code:

* Enter all the FTA-assisted projects below. Project amounts should be assigned relevant NAICS Code(s).

	NAICS Codes	Project	Amount of DOT funds on project:	% of total DOT funds (weight)
1)	exempt	Purchase Replacement Bus	\$575,000.00	17%
	30000 30201 30200 64801	Bus Refurbishment for (3) Optima LFB-29 Transit Coaches	\$390,000.00	12%
2)	exempt	Purchase (3) Expansion Buses	\$1,875,000.00	57%
	11700 21103 23908 30900	Electronic GPS Status Communication System (Next Bus or similar)	\$120,000.00	4%
4)	10000 10701 10702 10503	Training Room Completion	\$60,000.00	2%
6)	60200			
	30000 30201 30200 64801	Bus Refurbishment for (2) Chevy El Dorado Cutaway buses	\$200,000.00	6%
7)				
8)	67001	Radio upgrade to Digital Radios	\$80,000.00	2%
				0%
				0%
Total FTA-Assisted Contract Funds			\$3,300,000.00	1

NOTE: Bus purchases are exempt from the DBE Goal.

Step 2 - Determine the relative availability of DBE's by NAICS Code:

* Use DBE Directory, census data and/or a bidders list to enter the number of available DBE firms and the number of available firms.

	NAICS Codes	Project	Number of DBEs available to perform this work	Number of all firms available (including DBEs)	Relative Availability	
1)	30000 30201 30200 64801	Bus Refurbishment for (3) Optima LFB-29 Transit Coaches	0	10	0.0000	
	11700 21103 23908 30900	Electronic GPS Status Communication System (Next Bus or similar)	0	0		Specialty Items
2)						
	10000 10701 10702 10503	Training Room Completion	0	68	0.0000	
3)	60200					
	30000 30201 30200 64801	Bus Refurbishment for (2) Chevy El Dorado Cutaway buses	0	10	0.0000	
4)						
	67001	Radio Upgrade to Digital Radios	0	0		Specialty Items
5)						
Combined Totals			0	88	0.0000	Overall availability of DBEs

Step 3 - (Weight) x (Availability) = Weighted Base Figure

	NAICS Codes	Project	Weight	x	Availability	Weighted Base Figure
1)	exempt	Purchase Replacement Bus	0.17424	x	0.00000	
	30000 30201 30200 64801	Bus Refurbishment for (3) Optima LFB-29 Transit Coaches				
2)			0.11818	x	0.00000	
3)	exempt	Purchase (3) Expansion Buses	0.56818	x	0.00000	
	11700 21103 23908 30900	Electronic GPS Status Communication System (Next Bus or similar)				
4)			0.03636	x	0.00000	
	10000 10701 10702 10503	Training Room Completion				
6)	60200		0.01818	x	0.00000	
	30000 30201 30200 64801	Bus Refurbishment for (2) Chevy El Dorado Cutaway buses				
7)			0.06061	x	0.00000	
8)	67001	Radio Upgrade to Digital Radios	0.02424	x	0.00000	
9)			0.00000	x	0.00000	
10)			0.00000	x	0.00000	
Total						0.0000
Expressed as a % (*100)						0.00%
Rounded, Weighted Base Figure:						0%

Public Participation

We published our goal information in these publications:

Summit Daily News, Town of Breckenridge website

We received comments from these individuals or organizations: _____

Summaries of these comments are as follows: _____

Our responses to these comments are: _____

(To be completed after the comment period has expired and prior to FTA submission.)

Attachment 5**Section 26.51: Breakout of Estimated
Race-Neutral & Race Conscious Participation**

Town of Breckenridge Free Ride Transit System will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. The Town of Breckenridge Free Ride Transit System uses the following race-neutral means to increase DBE participation:

Race-neutral means include, but are not limited to, the following:

- Develop a DBE list as extensively as possible,
- Send notices of projects to contractors on the Town's DBE list,
- Provide prime contractors a list of DBEs to partner with or provide subcontract services, and
- Advertise using available minority media the projects that could accommodate small business.

We estimate that, in meeting our overall goal of 0%, we will obtain 100% from race-neutral participation and 0% through race-conscious measures.

In order to ensure that our DBE program will be narrowly tailored to overcome the effects of discrimination, if we use contract goals we will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (see 26.51(f)) and we will track and report race-neutral and race conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

We will maintain data separately on DBE achievements in those contracts with and without contract goals, respectively.

Attachment 6

Forms 1 & 2 for Demonstration of Good Faith Efforts

[Forms 1 and 2 should be provided as part of the solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract a submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

By _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

Attachment 7

Certification Application Forms

The Town of Breckenridge Free Ride Transit System shall use the same forms as the Colorado Department of Transportation for its certification.

The forms are accessible on the Internet at:

<http://www.dot.state.co.us/EEO/CERTIFICATION/ApplicationForms.htm>

Attachment 8**Procedures for Removal of DBE's Eligibility**

As set forth 26.87, the procedure for the removal of DBE's eligibility is below:

(a) Ineligibility complaints.

(1) Any person may file with the Town of Breckenridge Free Ride Transit System a written complaint alleging that a currently-certified firm is ineligible and specifying the alleged reasons why the firm is ineligible. No general allegation that a firm is ineligible or an anonymous complaint will be accepted. The complaint may include any information or arguments supporting the complainant's assertion that the firm is ineligible and should not continue to be certified. Confidentiality of complainants' identities must be protected as provided in §26.109(b).

(2) The Town of Breckenridge Free Ride Transit System will review our records concerning the firm, any material provided by the firm and the complainant, and other available information. The Town of Breckenridge Free Ride Transit System may request additional information from the firm or conduct any other investigation that you deem necessary.

(3) If it is determined, based on this review, that there is reasonable cause to believe that the firm is ineligible, written notice will be provided to the firm that a proposed action to find the firm ineligible, setting forth the reasons for the proposed determination. If it is determined that such reasonable cause does not exist, the complainant and the firm shall be notified in writing of this determination and the reasons for it. All statements of reasons for findings on the issue of reasonable cause must specifically reference the evidence in the record on which each reason is based.

(b) Recipient-initiated proceedings.

If, based on notification by the firm of a change in its circumstances or other information that comes to your attention, you determine that there is reasonable cause to believe that a currently certified firm is ineligible, the Town of Breckenridge Free Ride Transit System shall provide written notice to the firm that you propose to find the firm ineligible, setting forth the reasons for the proposed determination. The statement of reasons for the finding of reasonable cause must specifically reference the evidence in the record on which each reason is based.

(c) DOT directive to initiate proceeding.

(1) If the concerned operating administration determines that information in your certification records, or other information available to the concerned operating administration, provides reasonable cause to believe that a firm you certified does not meet the eligibility criteria of this part, the concerned operating administration may direct the Town of Breckenridge Free Ride Transit System to initiate a proceeding to remove the firm's certification.

(2) The concerned operating administration must provide you and the firm a notice setting forth the reasons for the directive, including any relevant documentation or other information.

(3) The Town of Breckenridge Free Ride Transit System must immediately commence and prosecute a proceeding to remove eligibility as provided by paragraph (b) of this section.

(d) Hearing.

When the Town of Breckenridge Free Ride Transit System notifies a firm that there is reasonable cause to remove its eligibility, as provided in paragraph (a), (b), or (c) of this section, the firm will be given an opportunity to attend an informal hearing, at which the firm may respond to the reasons for the proposal to

remove its eligibility in person and provide information and arguments concerning why it should remain certified.

(1) In such a proceeding, the Town of Breckenridge Free Ride Transit System bears the burden of proving, by a preponderance of the evidence, that the firm does not meet the certification standards of this part.

(2) The Town of Breckenridge Free Ride Transit System must maintain a complete record of the hearing, by any means acceptable under state law for the retention of a verbatim record of an administrative hearing. If there is an appeal to DOT under §26.89, you must provide a transcript of the hearing to DOT and, on request, to the firm. The Town of Breckenridge Free Ride Transit System must retain the original record of the hearing. The Town of Breckenridge Free Ride Transit System may charge the firm only for the cost of copying the record.

(3) The firm may elect to present information and arguments in writing, without going to a hearing. In such a situation, The Town of Breckenridge Free Ride Transit System bears the same burden of proving, by a preponderance of the evidence, that the firm does not meet the certification standards, as it would during a hearing.

(e) Separation of functions.

The Town of Breckenridge Free Ride Transit System must ensure that the decision in a proceeding to remove a firm's eligibility is made by an office and personnel that did not take part in actions leading to or seeking to implement the proposal to remove the firm's eligibility and are not subject, with respect to the matter, to direction from the office or personnel who did take part in these actions.

(1) The Public Works Director for the Town of Breckenridge has been designated as the decision-maker/Hearing Officer in the Town of Breckenridge Free Ride Transit System's DBE program.

(2) The decision-maker must be an individual who is knowledgeable about the certification requirements of your DBE program and this part.

(3) A small transit authority (*i.e.* transit authority serving an area with less than 250,000 population) is required to meet this requirement only to the extent feasible.

(f) Grounds for decision.

The Town of Breckenridge Free Ride Transit System must not base a decision to remove eligibility on a reinterpretation or changed opinion of information available to the recipient at the time of its certification of the firm. Such a decision may be based on only one or more of the following:

(1) Changes in the firm's circumstances since the certification of the firm by the recipient that render the firm unable to meet the eligibility standards of this part;

(2) Information or evidence not available to you at the time the firm was certified;

(3) Information that was concealed or misrepresented by the firm in previous certification actions by a recipient;

(4) A change in the certification standards or requirements of the Department since you certified the firm; or

(5) A documented finding that your determination to certify the firm was factually erroneous.

(g) Notice of decision.

Following a decision, the Town of Breckenridge Free Ride Transit System must provide the firm written notice of the decision and the reasons for it, including specific references to the evidence in the record that supports each reason for the decision. The notice must inform the firm of the consequences of your decision and of the availability of an appeal to the Town of Breckenridge and an appeal Department of Transportation under §26.89 only after other administrative efforts have been exhausted. The Town of Breckenridge Free Ride Transit System must send copies of the notice to the complainant in an ineligibility complaint or the concerned operating administration that had directed you to initiate the proceeding.

(h) Small Business Administration DBE's.

When the Town of Breckenridge Free Ride Transit System decertifies a **DBE** firm certified by the SBA, we will notify the SBA in writing. The notification will include the reason for denial.

(i) Status of firm during proceeding.

- (1) A firm remains an eligible **DBE** during the pendency of your proceeding to remove its eligibility.
- (2) The firm does not become ineligible until the issuance of the notice provided for in paragraph (g) of this section.

(j) Effects of removal of eligibility.

The Town of Breckenridge Free Ride Transit System shall take the following action when you removing a firm's eligibility:

- (1) When a prime contractor has made a commitment to using the ineligible firm, or you have made a commitment to using a **DBE** prime contractor, but a subcontract or contract has not been executed before you issue the decertification notice provided for in paragraph (g) of this section, the ineligible firm does not count toward the contract goal or overall goal. The Town of Breckenridge Free Ride Transit System shall direct the prime contractor to meet the contract goal with an eligible **DBE** firm or demonstrate to us that it has made a good faith effort to do so.
- (2) If a prime contractor has executed a subcontract with the firm before we have notified the firm of its ineligibility, the prime contractor may continue to use the firm on the contract and may continue to receive credit toward its **DBE** goal for the firm's work. In this case, or in a case where we have let a prime contract to the **DBE** that was later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after you issued the notice of its ineligibility shall not count toward the overall goal, but may count toward the contract goal.
- (3) *Exception:* If the **DBE's** ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, we may continue to count its participation on that contract toward overall and contract goals.

(k) Availability of appeal.

When the Town of Breckenridge Free Ride Transit System make an administratively final removal of a firm's eligibility under this section, the firm may appeal the removal to the Department under §26.89.

Attachment 9**DBE Certification Complaint Procedures**

Within 15 calendar days of being informed by the Town of Breckenridge Free Ride Transit System that it is not being certified as a DBE, a bidder/offeror may request an administrative reconsideration.

Bidder/offerors should make this request in writing to the following reconsideration official:

Public Works Director
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not meet the certification standards.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. In some cases, the Town of Breckenridge may have utilized the UCP for certification and their involvement may necessitate that a subsequent complaint be made with the UCP.

Any firm or complainant may appeal our decision, after having exhausted the Town of Breckenridge Free Ride Transit System complaint procedures in a certification matter to DOT. Such appeals may be sent to:

Department of Transportation
Office of Civil Rights Certification Appeals Branch
400 7th Street, SW
Room 2104
Washington, D.C. 20590

We will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for our DOT-assisted contracting (e.g., certify a firm if DOT has determined that our denial of its application was erroneous).

Attachment 10

Regulations: 49 CFR Part 26

Any person having questions regarding the regulations governing Disadvantaged Business Enterprises (DBE) in the area of transportation financial assistance programs is encouraged to research 49 CFR Part 26, which is readily accessible on the Internet.

Below is the overview of sections contained within the Regulation.

Title 49: Transportation

**PART 26—PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES
IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE
PROGRAMS**

Section Contents

Subpart A—General

- § 26.1 What are the objectives of this part?
- § 26.3 To whom does this part apply?
- § 26.5 What do the terms used in this part mean?
- § 26.7 What discriminatory actions are forbidden?
- § 26.9 How does the Department issue guidance and interpretations under this part?
- § 26.11 What records do recipients keep and report?
- § 26.13 What assurances must recipients and contractors make?
- § 26.15 How can recipients apply for exemptions or waivers?

Subpart B—Administrative Requirements for DBE Programs for Federally-Assisted Contracting

- § 26.21 Who must have a DBE program?
- § 26.23 What is the requirement for a policy statement?
- § 26.25 What is the requirement for a liaison officer?
- § 26.27 What efforts must recipients make concerning DBE financial institutions?
- § 26.29 What prompt payment mechanisms must recipients have?
- § 26.31 What requirements pertain to the DBE directory?
- § 26.33 What steps must a recipient take to address overconcentration of DBEs in certain types of work?
- § 26.35 What role do business development and mentor-protégé programs have in the DBE program?
- § 26.37 What are a recipient's responsibilities for monitoring the performance of other program participants?

Subpart C—Goals, Good Faith Efforts, and Counting

- § 26.41 What is the role of the statutory 10 percent goal in this program?
- § 26.43 Can recipients use set-asides or quotas as part of this program?
- § 26.45 How do recipients set overall goals?
- § 26.47 Can recipients be penalized for failing to meet overall goals?

§ 26.49 How are overall goals established for transit vehicle manufacturers?

§ 26.51 What means do recipients use to meet overall goals?

§ 26.53 What are the good faith efforts procedures recipients follow in situations where there are contract goals?

§ 26.55 How is DBE participation counted toward goals?

Subpart D—Certification Standards

§ 26.61 How are burdens of proof allocated in the certification process?

§ 26.63 What rules govern group membership determinations?

§ 26.65 What rules govern business size determinations?

§ 26.67 What rules determine social and economic disadvantage?

§ 26.69 What rules govern determinations of ownership?

§ 26.71 What rules govern determinations concerning control?

§ 26.73 What are other rules affecting certification?

Subpart E—Certification Procedures

§ 26.81 What are the requirements for Unified Certification Programs?

§ 26.83 What procedures do recipients follow in making certification decisions?

§ 26.84 How do recipients process applications submitted pursuant to the DOT/SBA MOU?

§ 26.85 How do recipients respond to requests from DBE-certified firms or the SBA made pursuant to the DOT/SBA MOU?

§ 26.86 What rules govern recipients' denials of initial requests for certification?

§ 26.87 What procedures does a recipient use to remove a DBE's eligibility?

§ 26.89 What is the process for certification appeals to the Department of Transportation?

§ 26.91 What actions do recipients take following DOT certification appeal decisions?

Subpart F—Compliance and Enforcement

§ 26.101 What compliance procedures apply to recipients?

§ 26.103 What enforcement actions apply in FHWA and FTA programs?

§ 26.105 What enforcement actions apply in FAA programs?

§ 26.107 What enforcement actions apply to firms participating in the DBE program?

§ 26.109 What are the rules governing information, confidentiality, cooperation, and intimidation or retaliation?

Appendix A to Part 26—Guidance Concerning Good Faith Efforts

Appendix B to Part 26—Uniform Report of DBE Awards or Commitments and Payments Form

Appendix C to Part 26—DBE Business Development Program Guidelines

Appendix D to Part 26—Mentor-Protégé Program Guidelines

Appendix E to Part 26—Individual Determinations of Social and Economic Disadvantage

Appendix F to Part 26—Uniform Certification Application Form

Authority: 23 U.S.C. 324; 42 U.S.C. 2000d, *et seq.*; 49 U.S.C. 1615, 47107, 47113, 47123; Sec. 1101(b), Pub. L. 105–178, 112 Stat. 107, 113.

Source: 64 FR 5126, Feb. 2, 1999, unless otherwise noted.

Attachment 11**Alternate Rule - Regulation: 49 CFR Part 18.36(e)**

For most years, we anticipate that we will be exempt from DBE program requirements under the exemption for small transit systems, with federal dollar contracting opportunities of less than \$250,000 per year as provided in CFR 49 Part 26.21. In those years, we will provide an annual statement of exclusion to the FTA and the Town of Breckenridge Free Ride Transit System shall follow the requirements of 49 CFR 18.36(e) et al.

In years when the agency is exempt from the Part 26 requirements, due to the receipt of applicable funding levels below the \$250,000 threshold, the requirements of 49 CFR 18.36(e) apply.

That section reads...

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

Attachment 12**Public Notice**

The following verbiage shall be printed in the local newspaper to solicit for public involvement. The verbiage shall be updated for the segment of time and ADPL as applicable for the DBE Plan. The Transit Manager shall be responsible for advertising the proposed annual ADPL to ensure there is a minimum of a 45 calendar day comment period available prior to the submission deadline for the DBE Plan.

PUBLIC NOTICE

Town of Breckenridge – Free Ride Transit System
DBE Goal for the Federal Transit Administration for
Federal Fiscal Years XXXX, XXXX, and XXXX

In accordance with the requirements of the U.S. Dept of Transportation as set forth in 49 CFR, Part 26 as amended, the Town of Breckenridge Free Ride Transit System, P.O. Box 168, Breckenridge, CO 80424, hereby notifies the public that it is recommending the following Disadvantaged Business Enterprise (DBE) Goal for applicable professional services, construction, and procurement contracts during the calendar Fiscal Year XXXX, XXXX, and XXXX, beginning October 1 and ending on September 30 annually. The overall goal for Fiscal Years XXXX, XXXX, and XXXX is X%. Information pertaining to this goal and a description of how it was selected is available for inspection from 8:30 am to 4:30 pm MDT at the Free Ride Transit System office at 1105 Airport Road, Breckenridge, CO 80424 for 30 calendar days following the date of this publication. The DBE plan and goal are also available online at www.townofbreckenridge.com. Written comments on this goal will be accepted for 45 calendar days from the date of publication of this notice. The comments are for informational purposes only and may be sent to the DBE Liaison Officer, Free Ride Transit System, P.O. Box 168, Breckenridge, CO 80424 AND to the Regional Civil Rights Officer, Federal Transit Administration, Region 8, 12300 West Dakota Avenue, Suite 310, Lakewood, CO 80228. Comments or questions must be submitted in writing.



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.

JULY 2010

Tuesday, July 13; 3:00/7:30pm First Meeting of the Month

Tuesday, July 13th Admin Conf Room Council Training: Financials 1:00 – 2:00 pm

Tuesday, July 20th Admin Conf Room Council Training: Public Officials 11:45 – 2:00 pm

Tuesday, July 27; 3:00/7:30pm Second Meeting of the Month

AUGUST 2010

Tuesday, August 10; 3:00/7:30pm First Meeting of the Month

Friday, August 6: 8:00 – 9:00 am Coffee Talk – Clint’s

Tuesday, August 24; 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