



BRECKENRIDGE TOWN COUNCIL WORK SESSION
Tuesday, July 27, 2010; 3:00 p.m.
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.*

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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 21, 2010

Re: Town Council Consent Calendar from the Planning Commission Decisions of the July 20, 2010, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF July 20, 2010:

CLASS C APPLICATIONS:

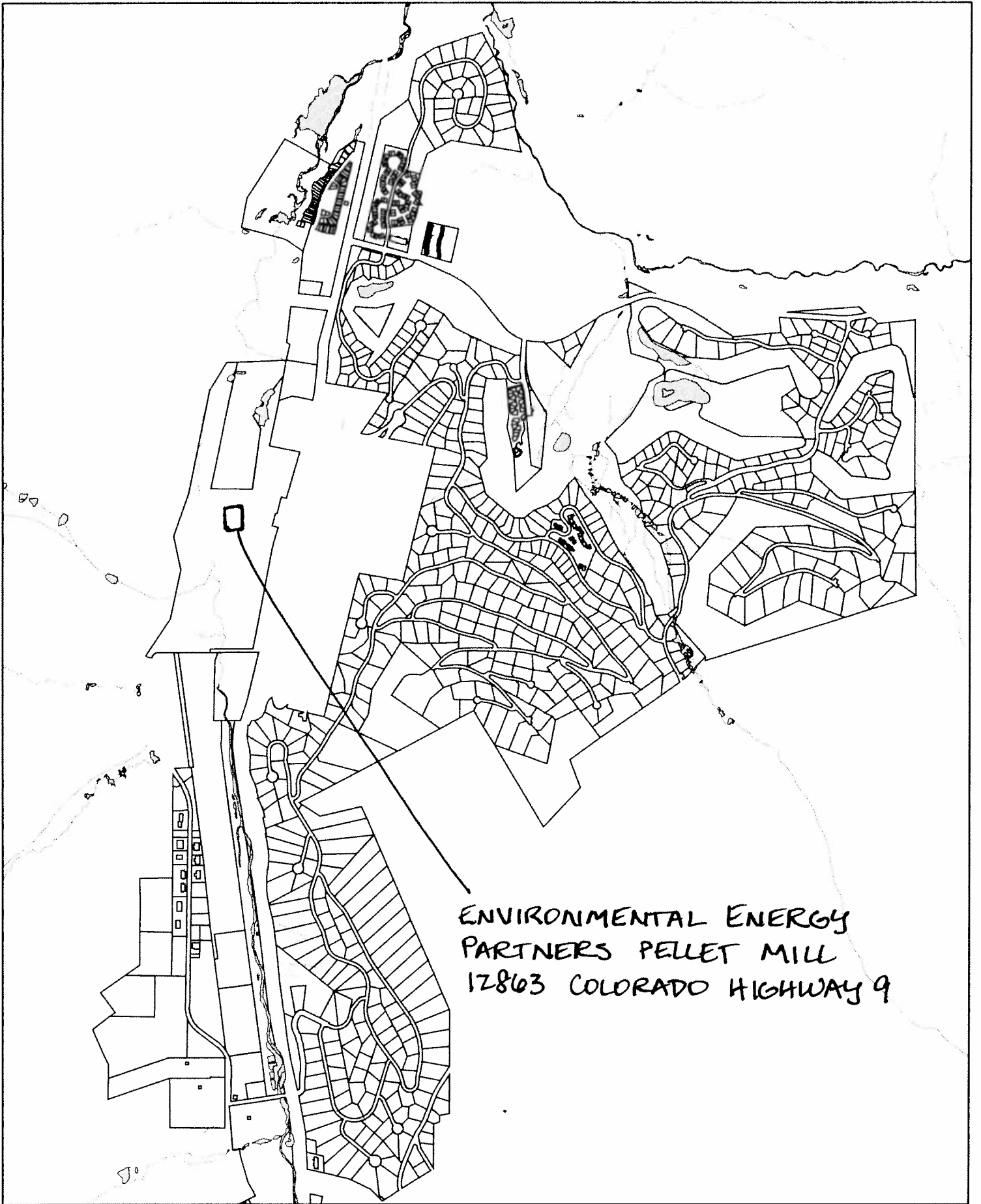
1. Vista Point and Gibson Heights Master Plan Modification, PC#2010039
Modification of the existing Vista Point and Gibson Heights Master Plan to allow for a second design option for fences in their neighborhood. Approved.

CLASS B APPLICATIONS:

1. Amazing Grace Change of Use, PC#2010025, 213 Lincoln Avenue
Change the use of the property from retail use to a sit down food service establishment (snack bar/deli). No changes to be made to the exterior of the building. Approved.

CLASS A APPLICATIONS:

1. Environmental Energy Partners Pellet Mill, PC#2010038, 12863 Colorado Highway 9
Install two temporary Sprung structures, 56 feet wide by 91 feet long, to house equipment for manufacturing wood pellets. Continued to the August 17, 2010, Planning Commission meeting.



ENVIRONMENTAL ENERGY
PARTNERS PELLET MILL
12863 COLORADO HIGHWAY 9



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Breckenridge North

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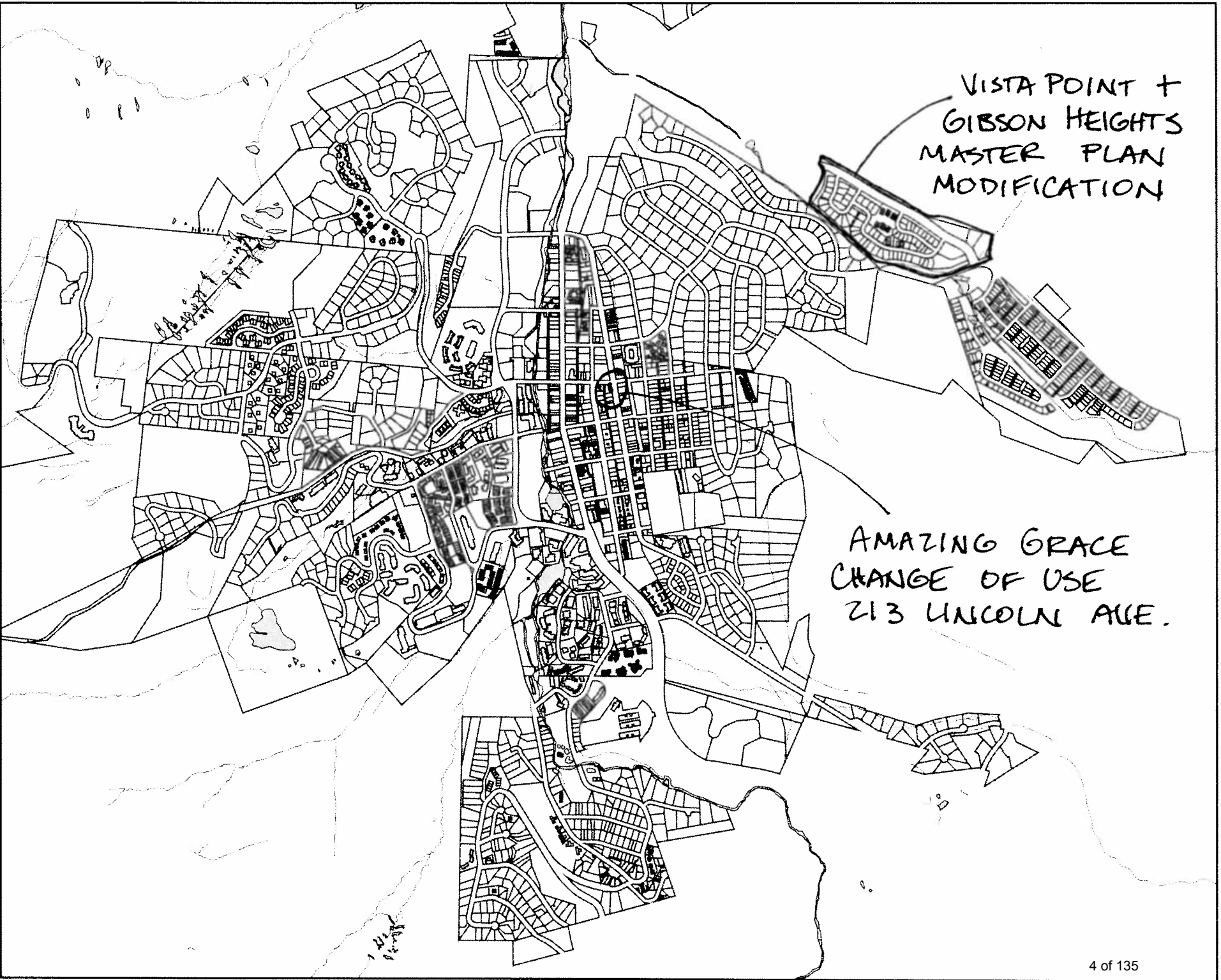
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Town of Breckenridge and Summit County governments assume no responsibility for the accuracy of the data, and use of the product for any purpose is at user's sole risk.

Breckenridge South

printed 2007



VISTA POINT +
GIBSON HEIGHTS
MASTER PLAN
MODIFICATION

AMAZING GRACE
CHANGE OF USE
213 LINCOLN AVE.

PLANNING COMMISSION MEETING

The meeting was called to order at 7:04pm.

ROLL CALL

Jim Lamb	Dan Schroder	Michael Bertaux
Leigh Girvin	Rodney Allen	Dave Pringle
Mark Burke		

APPROVAL OF MINUTES

On page 13 of the packet, it was Mr. Allen who opened the hearing for public comment, not Mr. Lamb
With one (1) change, the minutes of the July 6, 2010 Planning Commission meeting were approved unanimously (6-0).

APPROVAL OF AGENDA

With no changes, the Agenda for the July 20, 2010 Planning Commission meeting was approved unanimously (6-0).

CONSENT CALENDAR:

1) Vista Point and Gibson Heights Master Plan Modification, PC#2010039

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

TOWN COUNCIL REPORT:

Mr. Burke: One percent (1%) tax increase on lodging was discussed, to be used for marketing. There will be subsequent meetings to discuss this issue. Ordinance number seventeen (17) referring to lighting was deleted from the agenda. Guest Sean McAllister spoke of the emergency ordinance on medical marijuana dispensary ban, putting a limit on dispensaries and receiving future medical marijuana dispensary licenses, state law 12/84. We will talk about this at the next meeting with public hearing.

Todd Barson was present and we were impressed with his presentation. He will be running for the vacant judge position. A new ordinance clarifies that medical marijuana cannot be smoked in public places, even if it is medical. Valley Brook is being done through the housing authority, because it is a non-profit organization.

The Entrada property annexation (across from 7-Eleven, which is in foreclosure) was repealed, with ordinance number 14 and 28.

My report to the Council included our discussion of the HERS rating. We debated whether the rating is even necessary if we do not include the light bulbs, fixtures, appliances, etc. that we talked about.

We discussed the recent resignation from this board. The Council, with guidance of Tim, our town attorney, that we are to open this to the public for selection to fill the position within 30 days from Ms. Katz's resignation.

There was discussion of the AT&T temporary tower removal, and when the permanent tower would be ready. (Mr. Neubecker: AT&T is having challenges with the new location at Beaver Run. They are having some issues with the HOA on the design of the new location. Mr. Thompson: Portions of the new AT&T equipment for the tower will be moved inside a building for purposes of working indoors in poor weather.)

I know that the Council feels very strong that the Pellet Mill will have proper air-flow. We need tests before we can move forward.

(Ms. Girvin: What is the current Breckenridge Lodging Tax?) 2.4%. (Ms. Girvin: So that makes us the second highest already?) The staff and the Town have gone two years without raises. We are a resort community; we have to market ourselves as that. But with less tax revenue than Aspen and

Vail, for example, we will have to be careful on how we spend our money. If the lodging community is okay with this 1% increase, then I am okay with it.

COMBINED HEARINGS:

1) Environmental Energy Partners Pellet Mill, PC#2010038, 12863 Colorado Highway 9

Mr. Thompson presented a proposal to install two temporary Sprung structures, 56 feet wide by 91 feet long, to house equipment for manufacturing wood pellets. Each structure would be 5,091 sq. ft. and sit on its own concrete pad. There would be three pieces of equipment operating outdoors: a diesel powered wood chipper, a log loader, and a front end loader. The operation would run 24-hours a day and seven days a week inside of the tents, but only outside operations would run from 7am-7pm Monday through Saturday. The Town Council and the applicant have proposed a five-year lease for the operation.

This project, located on the McCain property, is proposed right at five (5) acres. The Alpine Rock operation will go far beyond the five (5) years proposed by the Pellet proposal. The Town has had a hard time getting rid of these wood chips on Airport Road. Currently, they are being removed and dumped in the landfill. Since December, 2009, Environmental Energy Partners have been meeting with us on the issue. The land use district, number forty-three (43), was created in 2003 to allow mining in this area. We are developing a master plan to determine other uses of the property when mining is complete. Proposed site design, building design, building height, exterior lighting, snow removal and storage, and parking were discussed in reference to the architectural drawings. Positive three (+3) HERS points are suggested for using natural resources. Noise created by the mill will be considered construction noise under the Town noise ordinance, as per Town Code. A decibel map was presented to show the amount of decibels heard at certain points of the property. Public comments, mostly from Silver Shekel, oppose this proposition because of noise, dust and increased traffic that will be created by this project. (Mr. Bertaux: What about fencing?) No fencing is proposed. We have thought about berming, which will shield the existing pipelines. (Mr. Bertaux: What about a security fence?) None is proposed.

If the Commission finds that the Environmental Energy Partners Pellet Mill application meets all absolute and relative policies, Staff recommends approval of PC#2010038, with the presented findings and conditions.

Mr. Bill Nootenboom, C.O.O. of Environmental Energy Partners, outlined the ideas of their company and this project. Pine beetle kill needs to be taken care of to eliminate a hazardous forest fire fuel. The best way to use this biomass is for energy production. This is an opportunity for Breckenridge to take responsibility to produce energy in an environmentally friendly and sustainable way. This will create local jobs, a local energy source, and clean up our forest. We have tried to work with area neighbors and take into consideration their concerns. Noise, for example, cannot be eliminated in this project. We have, however, taken measures to control that noise, hours of operation and location of equipment. Traffic is being created already for moving trees and wood chips. Light will be addressed to make the space as dark as possible. Dust will be minimized through the biomass that will lay on the surface.

Mr. Allen opened the Public Hearing for public comment.

Ms. Erica Schmidt, 551 Shekel Lane: Mr. Allen, has the zoning of that property been changed to commercial zoning from industrial zoning? (Mr. Thompson: The land use guidelines will follow the code.) You keep bringing up natural resource management. For every amount of logs cut, the truck bringing them to the site will be giving off emissions. It seems that 'sustainability' is the main focus of this project and I do not see it that way. I also agree that Breckenridge is not a lumber town. Read our Vision Plan #1. I do not believe that this project reflects that.

Mr. Svein Rognerud, 532 Shekel Lane: I would like to talk about noise. I am concerned about the 30 decibels proposed, that's the sound of a normal conversation. 90 decibels is the noise of a motorcycle. I can hear a motorcycle on Highway 9 at night. I am concerned about the additional nine (9) trucks, the additional roundabout, and the current Highway 9 traffic congestion. Am I every going to be able to exit from Silver Shekel with all the traffic (due to roundabout and no traffic light)? Also, I do not want to come home or to welcome tourists to such an eye-sore as piles of trees and mills and traffic. Appraisers have already reduced property values due to noise from highway. I am very much opposed to the whole project.

Mr. Tony DiLallo, 862 Shekel Lane: I am concerned about the noise of both Alpine Rock, the new Pellet Mill and the Highway combined. What is the combined noise of Alpine Rock, wood chipper and the highway?

Ms. Kathy Christina: As stated on the OSHA website: “when the daily noise level is combined with other noises, the combined decibel level will much exceed the 90 decibel level.” Next question, are you using chemicals to make these pellets? (Mr. Nootenboom: No, the wood is compressed and the wood binds to itself without the need of additional chemicals.) How are the pellets going to get from the large storage pile to the bag? (Mr. Nootenboom: We are looking at bulk storage in recyclable plastic bags.) I am very concerned about the logging trucks in the existing roundabout, as well as the proposed roundabout.

Mr. Kevin Berkley, 721 Silver Circle: Alpine Rock was grandfathered in when we annexed to the Town. That is not a proper use for the gateway of Breckenridge. Our town is based on real estate and tourism, not industry. Adding to this operation does not have to happen here. There are other neighboring communities, such as Kremmling, that could better allow this project. Also, why can this operation be allowed 24-hrs per day when other operations have to stop?

Mr. Forrest Rouser, 281 Fairview Boulevard: I live on Fairview Boulevard with a west facing home. There are no trees or berm near my property. CDOT took measurements (assessment on July 1st, 2009) on my property line, which were 56.1 decibels minimum and 77.1 max decibels at approximately 12:00pm. 66 decibels was the average at this time. Trees will not eliminate this noise. Only a substantial berm would make any difference in these noise levels. I also have a concern with the roundabout

Mr. Roger Hollenbeck, 47 Fairview Circle: Hours of operation are from 7am to 7pm. I am concerned about the lighting in winter that needs to be taken into consideration. If it is a mostly winter operation, will we see these logging trucks all over our town and residential streets?

Mr. Bill Bartels, 531 Fairview Boulevard: If this happens, it will disrupt my view. Why has noise not been addressed?

Mr. Todd Taylor, 551 Fairview Boulevard: There will be a conveyor outside moving logs. That will be another outside noise level maybe not addressed. Also, our landfill is addressing making logs into compost. Let them continue that process there. My family has lived here since 1982.

Mr. Lance Wolf, 532 Fairview Boulevard: I only know one person who uses a pellet stove, and they are out of state. I don't think that this is a good way to address the current economy or this proposed location. If this gentleman wants to prospect on this adventure, let him do it out at the dump; that would be a perfect place. I also am concerned, not only about the noise, but the smell. Is there a smell? We also have to consider the noise produced by the nearby Stan Miller Construction. Roundabout is a viable discussion now, not later.

Ms. Cheryl Tatro, 13097 & 13197 Colorado Highway 9: I did a traffic study in accordance to my subdivision out there. I know for a fact that the added traffic will not be beneficial.

Mr. Bill Bartels, 531 Fairview Boulevard: I am concerned about the soil quality.

Mr. Kerry Burns, 601 Fairview Boulevard: I already can't stand the noise levels of the nearby equipment.

Mr. Michael Joannides, 801 Silver Circle: These are issues that need to be addressed: OSHA should be involved in these noise issues (air compressors, and other equipment not mentioned, etc), air quality (air particulates), diesel vehicular leakage, sewer leakage, roundabout/traffic issues. This may provide 20 to 30 jobs, but at our expense. Move it to another neighborhood.

Ms. Lorna Wolf, 532 Fairview Boulevard: My question is about heating. With those employees, thirty decibels is equivalent to a whisper! I have a really hard time believing that this will be achieved.

Ms. Erica Schmidt, 551 Shekel Lane: Not a lot of profit to town (\$100k per year, not month). Also, I have a pellet stove and it is cheaper to heat my house with electricity. They are not nearly as cost effective as they sound.

Mr. Nootenboom addressed technical questions that were raised during public hearing, as well as explained the process of chipping and wood pellet milling. Steam is created in this process. Logging, compression methods, storage and equipment were addressed. Our equipment is dust confining and containing. Our chips will maximize the amount of white wood content and minimize the amount of slash (twigs, leaves, etc.). Our chip-to-pellet process is relatively quick to minimize the problem of mold, mildew, and decomposition in the process. The trees that we have on our property will be dead standing trees, not green wood, so beetles will not be attracted to our stacked trees. The limit of what we can stack a pallet is two (2) pallets high, and the wood would be approximately twenty (20) feet high. We want to be good neighbors, and part of the solution, not a contributing problem. We think that we can meet the existing noise ordinance laws.

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

Commissioner Questions/Comments:

Mr. Schroder: Breckenridge is not traditionally a lumber town. Is this project really beneficial to this town, making us look more progressive against our neighbors? (Mr. Nootenboom: Absolutely. This gives us an opportunity to educate the locals, and visitors what is killing our trees and what we can do about it. Hopefully, others will follow suit. We can either do nothing and let our forest naturally burn, or turn this into an energy solution and help advocate our future sustainability and global warming.) Will this mill take outside wood as well, from all over the area, or just your property? (Mr. Nootenboom: Yes. We will accept trees from all over the county; however, it is expensive to transport the trees.) Once the logs are on your property, are they yours? If something happens to your company and you close up shop, will these be left on the property? (Mr. Nootenboom: No, as per the bond, we will remove everything from the property.)

Final Comments: This is our forest. We did not buy property in an area with dead trees. What do we do with this wildland-urban interface (the area of the forest where people live)? We need to figure out what to do with this, now, more so than later. I am sympathetic to the noise levels proposed; however, when you bought this property, you knew the noise levels were there with the highway, etc. This is a case of NIMBY (not in my back yard). Frankly, that is everyone's opinion. We are not ready to move forward on this application, because more research needs to be done, but we need to be proactive on this and the project is a good idea.

Ms. Girvin: What is the market for a pellet? Can I use these in my home, or only outside? (Mr. Nootenboom: The efficiency of a wood pellet stove is more than the efficiency of a wood burning stove. Combustion is hotter and longer. These methods are being used globally. Pellets are easier to transport and store. Their energy content is higher, due to less amounts of water in the pellet.) And what do you mean by 'Carbon Neutral' for this burning system? (Mr. Nootenboom: Natural Carbon cycle, not added carbon from fossil fuels, etc. This is carbon that's already in the atmosphere, or will be when it decays. It's not bringing carbon trapped under the earth into the atmosphere.) What about the economy? Is there a demand for this product now? (Mr. Nootenboom: Supply and demand curves will fluctuate over time, but biomass energy will rise in the future. It is a long-term solution to the global warming issues that we are facing. This is one step closer toward a sustainable future. We will also be developing a mobile show-room to take around the country and to beetle festivals to use direct marketing and education to develop more products and boosting the market toward this energy use.)

Final Comments: I was on the Planning Commission when Silver Shekel came about twelve years ago or so. Stan Miller has been operating in that area since the 1970s. It appears that the Applicant and the Staff have done what they can to eliminate the majority of the noise issues. Just wait ten years when the Town of Breckenridge turns that area into a reservoir. THAT will create noise! I do understand, however, that this noise is added on top of current noise issues of BBC, Stan Miller, Alpine Rock, etc. I have some personal reservations about this. I am not prepared to approve it today.

Mr. Bertaux: Speaking of dust, what about a water-truck to keep that dust down? (Mr. Nootenboom: We have not specifically thought about that, but it is an appropriate option.) Will you remove the trees, too? (Mr. Nootenboom: No, we are not in the business of removing the trees, but we will provide a place for the trees to go.)

Final Comments: Aesthetics are an issue. This needs to be screened. The traffic is an issue, but not ours; that issue belongs to CDOT. As long as the lighting is Town-compliant, it is okay. Noise is still an issue for me. I know that it is a valid concern for neighbors and I would like to see more research here so that I can understand this issue better. I would support a motion to postpone this. Silver Shekel task force, get together and get your contact information for each other, and stay in touch in the future on these types of issues.

Mr. Pringle: Will the milling machine be operated only in the day, like the chipping machine? (Mr. Nootenboom: No, but it will be inside the milling tent.) Are there any other machines that are located outside the tent that will affect the noise ordinance? (Mr. Nootenboom: Outside the tent, it will read approximately 30 decibels.) Both natural and unnatural products are going to be introduced into the area. Is this going to affect the Blue River? (Mr. Thompson: We could place a berm on the area where water could otherwise drain into the Blue.) Are these classified as permanent structures? Should negative points be assessed? (Mr. Thompson: Negative points could be used in this project because in our building code, this is considered a permanent structure.) Can we be assured that all outside operations will cease after 5pm? (Mr. Nootenboom: Yes, my understanding of the code is that we cannot operate after that time.) Can we assume that there is no onsite combustion, incineration, and therefore, no residue of this type left on site? (Mr. Nootenboom: Yes.)

Final Comments: To some people, this industrial site would be an eyesore and unwelcoming, to others, it will be attractive because of the economic benefits. We need to assess the negative points associated with the visual appeal of the site. Also, the snow removal could be given negative points. There are several areas that may have not been thought through as well as they should have. I don't think that these pellets will be consumed here in town; they will be manufactured here and shipped out. I don't think that burning of these pellets is an issue. It doesn't matter what the decibel is here, if neighbors don't want to hear it, it will always be too loud. That may become a health and prosperity issue for the town. More issues need to be addressed before we can move forward with this.

Mr. Lamb: How loud is 30 decibels, approximately? What goes on during this process at night? (Mr. Nootenboom: We are forcing trees through a 1/4" hole to make the pellets. Shipping and receiving will be operated during daylight hours only.)

Final Comments: I agree with everything that Ms. Girvin has mentioned. As far as I know, there are no current complaints on the Alpine Rock, but I need more information on noise.

Mr. Allen: How many hours a day for chipping? (Mr. Nootenboom: Eight hours per day.) If the market supports you, how long do you intend to stay? (Mr. Nootenboom: Our operation is created to be movable, to move where there is biomass. Our estimates show that we would have at least ten (10) years of wood supply in the area. If there is more, great; if not, we will move on.) How do we evaluate the architectural compatibility of this project? (Mr. Thompson: We typically measure architectural compatibility against the surrounding neighbors. We are open to any color for the tents if you have another color in mind other than brown. Negative points could be considered.) What about construction noise of this project and our town ordinance? Finding number eight (8) mentions noise in emergency operations. (Mr. Thompson: This would require a Class D for that. If it is unneeded, we could strike it out.) (Mr. Neubecker: These terms were drawn from the Alpine Rock permit and would be nearly identical to the terms needed for this applicant.) What about parking? (Mr. Thompson: Paving is not necessary for this project, as it will just be removed later.) Is dust control measurable? (Mr. Thompson: If the taskforce makes a complaint about dust, Alpine Rock will take care of it with a water truck. The same will be said for this project. As soon as we hear a complaint, I will ask Environmental Energy Partners to address it.) (Mr. Neubecker: There is a lot of dust in that area, and dust storms may be frequent, naturally. It's hard to determine if the dust came from this site, or Alpine Rock, or Block 11.)

Final Comments: Land Use District 43 does not list an acceptable land use. That needs to be addressed. Also, compatibility of the architectural code needs to be addressed. I do not believe that landscaping is inapplicable. It needs to apply to Policy 22/A. We need to screen this site from Highway 9 with landscaping. If there is noise inside the tent, there may need to be a variance, provided by Town Council. The code requires that the noise levels be measured at the property line. I think that we should also assess the decibel levels on the neighboring properties. There are quite a few opportunities for negative points here. If there is any lighting at all outside, I want to see a

lighting plan, hours of operation, etc. I have no objections on the project, but there are many hurdles that need to be researched.

Mr. Pringle made a motion to continue the Environmental Energy Partners Pellet Mill, PC#2010038, 12863 Colorado Highway 9, to the August 17, 2010, Planning Commission Meeting. Mr. Bertaux seconded, and the motion was approved unanimously (6-0).

2) Amazing Grace Change of Use, PC#2010025, 213 Lincoln Avenue

Mr. Neubecker presented a proposal to change the use of the property from retail use to a sit down food service establishment (snack bar/deli). No changes are proposed to the exterior of the building.

The Planning Department recommends approval of this Change of Use at Amazing Grace, 213 Lincoln Avenue (PC#2010025), and Staff recommends the Planning Commission uphold this decision.

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

Commissioner Questions/Comments:

Ms. Girvin: The Applicant has applied for a liquor license. Can you have liquor at a snack bar/deli? (Mr. Neubecker: Yes. The difference between a restaurant and a snack bar/deli is a water tap issue.) One of the conditions of this approval is cutting back your capacity to sixteen (16) seats. Is this a parking issue? I was there today and you can currently seat thirty (30) including your outdoor patio. (Mr. Neubecker: Outside seating does not count. We may need to re-word that to make it more clear in the permit.) I am concerned that within this permit application, you have to use disposable plates and silverware. The High County Conservation has something called a 'sustainable compostable party bag' for disposing of and composting paper products as such. I don't know very much about it, but I think that you could be an avant-garde in the community to start using these sustainable, composting dinnerware products and educating our community on the subject. Also, bear-proof trash containers will be important.

Mr. Pringle: If the Council is going to grant the variance, what are we doing? We can't approve this? (Mr. Neubecker: You could approve it, subject to approval by Town Council of the parking variance. That is a condition of this permit.)

Mr. Bertaux made a motion to approve the Amazing Grace Change of Use, PC#2010025, 213 Lincoln Avenue, with the presented findings and conditions. Mr. Lamb seconded, and the motion was carried unanimously, (6-0).

OTHER MATTERS:

Mr. Allen indicated that he met with the Town Attorney and found that Mr. Burke will only be here for non-quasi-judicial work session discussions. Mr. Pringle suggested that Mr. Burke fill the empty seat of Ms. Katz, simply so that the Commission can have a better understanding of what we are dealing with. As long as he excuses himself from the call-up hearing, he should be able to be here the rest of the time. On the voting, if it goes 3-3, then maybe it should fail. Mr. Pringle would like the Commission to entertain this idea. He thinks that we are missing out on an opportunity to work together on these issues. Mr. Bertaux, Ms. Girvin, Mr. Lamb agreed. Mr. Allen and Mr. Schroder were not sure with the suggested change. Mr. Allen suggested that it was beneficial to the Planning Commission to have a Town Council member, but not as beneficial to the Town Council to have a member on the Planning Commission. Mr. Neubecker thought that this would be very beneficial. Electronic devices are not an issue, but the insensitivity of improper use of them in our Commission meetings.

ADJOURNMENT:

The meeting was adjourned at 10:33 p.m.

Rodney Allen, Chair

Memorandum

TO: Town Council
FROM: Tom Daugherty, Town Engineer
DATE: 7/22/2010
RE: Public Projects Update

Valley Brook Housing Infrastructure

The Valley Brook Housing infrastructure project is nearing completion. The contractor is currently working on placement of new curb & gutter and final grading of the roadways. Minor traffic delays are expected on Airport Road during the next two week while the contractor completes the Tassels Loop intersection and new bus stop improvements. Final paving of Tassels loop and perimeter landscaping is scheduled to be completed by mid-August. Vertical construction will begin once the vertical work is completed.

Bike Lanes on Airport Road

Council has asked about the possibility of sharrows on Airport Road. Staff has provided a memo that is attached that explains the criteria for the bike markings. Staff will be available to discuss.

Memorandum

TO: Town Council
FROM: Engineering Department
DATE: 7/22/2010
RE: Bicycle Facilities Info

Staff has been working to implement additions and improvements to the existing bicycle facilities in Town. As you may recall, a major part of these improvements were bike route striping and signage. Now that the striping is completed on Town streets (we are still working with CDOT on some improvements to SH9/Park Ave), we wanted to provide some clarification on the differences between the sharrows and bike lanes.

What is a shared lane marking (“sharrow”) and when is it used?

A sharrow is a painted symbol used on roads to:

1. Assist bicyclists in lateral positioning in lanes that are too narrow for a vehicle and bicycle to travel side by side in the same lane, or on roads with parallel parking.
2. Encourage safe passing of bicyclists by motorists.
3. Alert road users of lateral location of bicyclists within the travel lane.

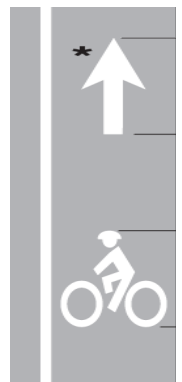


The national standard for placement of sharrows is a minimum of 4' from edge of asphalt or face of curb. This placement indicates that a bicycle is allowed use of the full travel lane, and that vehicles may only pass bicycles when it is safe to do so. It is Colorado law that a vehicle must provide 3 ft. buffer when passing a bicyclist. Sharrows do not change any rules of the road, but rather help reinforce existing law and raise awareness for both cyclists and motorists. The sign “Bikes May Use Full Lane” is the standard sign that may be placed on roadways with sharrows. Sharrows cannot be placed within a dedicated bike lane or on roads with a shoulder stripe.

Sharrows were chosen by Staff as part of the Town’s bicycle facility plan to indicate the “preferred” bike routes in the core of Town on roads too narrow for a dedicated bike lane. Wellington Road and French Street were chosen as the preferred routes to provide N/S and E/W connectivity through Town to other existing bike facilities, such as the Blue River Rec Path and the French Gulch backcountry trail system. Airport Road was not considered a preferred bike route on the north end of Town, due in part to heavy truck volume, narrow road width, and an existing, narrow striped shoulder. Also, the Blue River Rec Path parallels Airport Road and is the preferred arterial for cycling traffic in this part of town. For these reasons, staff did not paint sharrows on Airport Road this year as part of the bicycling improvements.

Rules of the Bike Lane

A bike lane indicates that motor vehicles and bicycles can operate side by side on the roadway, with each user in a separate lane. The white line indicates that motor vehicles may not travel in the bike lane, but can cross the bike lane for turning and parking movements after yielding to bikes. Bicyclists must obey all traffic laws while in the bike lane, including signaling turns and stopping for pedestrians in crosswalks.



MEMO

TO: Mayor & Town Council
FROM: Tim Gagen
DATE: July 21, 2010
SUBJECT: Committee Reports for 7.27.10 Council Packet

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

Liquor Licensing Authority Meeting	MJ Loufek	July 20, 2010
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A new tavern liquor license was approved for Barr Harbour LLC d/b/a Brooklyn's Tavern and Billiards, located at 500 S. Main Street, Suite 1F-H.

Sgt. Eric Stremel introduced himself to the Authority. Sgt. Stremel will serve as Police Department liaison to the LLA.

The Authority conducted its annual review of the Penalty Guidelines. After discussion, the LLA directed staff to include the violation "Illegal Removal of Alcoholic Beverages from Licensed Premises" to the Penalty Guidelines.

Summit Stage Board/Annual Retreat	James Phelps	June 30, 2010
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Route Planning: Service/performance, 30 minute headways, and cost were discussed. There is high ridership in several corridors. Silverthorne/Keystone route has difficulty running on 30 minute headway. The most favorable of route reconfiguration options would be to split Silverthorne/Keystone into two routes. This option would likely result in the elimination of the Summit Cove - Residential Route. Challenges include remaining cost neutral.

Frisco/Breckenridge is currently 40-minute headway. With increased service/in fill on this route it is difficult to meet the published headway. Options include an additional bus that would perform to the service standard. This would require significant additional operational costs. If approved, Breckenridge would have four (4) service times each hour.

The Board is examining the possible elimination of (1) of (3) busses that service the Copper Mtn area/per hour. Currently ridership is low on the third bus. At this time, no budget exists for service expansion for the Blue River and areas south of Breckenridge. At the next board meeting the Summit Stage Director will present recommendations for route configurations for the 2010-2011 service plan.

Funding: Capital grant funding/awards is competitive and fewer dollars exist via grants and sales tax revenue. The 2011 Summit Stage budget will likely include significant reductions in order to remain cost neutral as operational costs continue to rise. Budget reductions may be required in the areas of service and personnel.

Total Ridership for May: decrease of 0.65% under 2009. Para transit Ridership for May: a decrease of 5.33% under 2009. Late night Ridership for May: increase of 37.24% over 2009. Lake County (Contracted Route) Ridership – 155 riders, for the year 794. Sales Tax collection for April 2010 was up 3.3% over 2009. Tax Collections for 2010 to date are up 1.5% or \$42,684.00

Breckenridge Free Ride for June: decrease of 17.39% under 2009 (one hour service for all routes).

Education and Community Outreach Update -Dan Schroder: Dan presented a PowerPoint emphasizing the four pillars of the education and community outreach efforts: Forest Health, Defensible Space, Wildfire Prevention, Preparedness and Evacuation Planning.

The Education and Community Outreach subcommittee has already initiated or completed many tasks, including:

- Completion and distribution of the Living with Threat of Wildfire brochure
- Ongoing community presentations
- Summit County Television Public Service Announcements
- Wildfire Council and Forest Health information on <http://summitcountyvoice.com/>
- Wildfire preparedness and evacuation informational magnets
- Focus area map on foam core for use in presentations
- Print media outreach – e.g. newspaper columns
- Ongoing updates on Summit County Wildfire Mitigation website

Kim Green of Breckenridge Police Department gave an update on the Breckenridge Evacuation Plan. Breckenridge Town Council expressed the desire to get the information out to the community (including visitors) as soon as possible. Kim Green, Kim Scott and Kim DiLallo have collaborated on this effort using a variety of media to disseminate evacuation information. Discussion followed concerning the community response thus far, as well as plans to evaluate the program in several years.

Dan Shroder presented a concept for raising public awareness, “Beetles on Main Street.” Dan asked that the Council consider approving seed money for the project, in the amount of \$13,300. The Chair suggested that Dan put together more information to present to the Council at the next meeting before formally seeking approval.

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

INTEROFFICE MEMORANDUM

TO: TIM GAGEN, TOWN MANAGER
FROM: CLERK AND FINANCE DIVISION
SUBJECT: JUNE 2010 FINANCIAL VARIANCE HIGHLIGHTS MEMO
DATE: 7/20/2010

This report highlights variations between the 2010 budget and actual figures for the Town of Breckenridge for the period ending June 30, 2010.

Fund Updates:

General Fund

- Revenue continues to track slightly ahead of budget at 107% overall. No new variances in June (prior month variations that persist are at the end of this memo):
- Expenses are also slightly favorable to the 2010 budget at 97% overall. There are no new variations from the prior month.

Excise Fund: Revenue is at 113% of budget as of June 30

Sales tax collections through June 30 are ahead of budget by 6% (\$315k) and accommodation tax collections exceeded budgeted revenue by 5% (\$45k).

RETT collections through June 30, 2010 exceeded budget by 58%: \$1,891k collected vs. \$1,201k budgeted.

Excise Fund transfers were made according to the 2010 annual budget without variation.

All Funds

Housing: Revenue and expenditures are below budget due to timing.

Utility (Water): Revenue under budget by \$198k primarily due to Plant Investment Fees (\$156k)

All other significant variances were explained in the May 31, 2010 memo and are recapped on page 2 of this memo.

Variations explained in prior memos that continue to appear in the reports:

General Fund:

- Revenue is on the mark with the 2010 budget at 107% overall:
 - Advice and Litigation Program over budget for revenue by \$221k due to settlement received for Police facility
 - Municipal Court over budget by \$33k primarily due to increase in traffic fines
 - Transit Admin is over budget for revenue by \$100k due to a Grant received
 - Transit Service below (\$53k) budget due to timing.
 - Planning Services over budget by \$147k due to grants.

- Expenses are also in line with the 2010 budget at 97% overall:
 - Advice and Litigation over budget by \$104k for the Police Facility Trial

Utility (Water) Fund: expenditures were less than budget by \$1,400k primarily due to the Major System Improvements that are budgeted each year but have not yet been made.

Capital Fund: the budget amount shown on the “All Funds” report is for the entire year as Capital expenditures do not necessarily follow a predictable schedule.

Garage Fund: expenses are over budget by \$181k due to the timing of the purchase of equipment and vehicle repairs and maintenance.

**TOWN OF BRECKENRIDGE
GENERAL FUND
CURRENT YEAR TO PRIOR YEAR COMPARISON
FOR THE 6 MONTHS ENDING JUNE 30, 2010**

50 % OF THE FISCAL YEAR HAS ELAPSED

	PRIOR YEAR				CURRENT YEAR						
	YTD ACTUAL	YE TOTAL	% OF YE REC'D/SPENT	2009 ACTUAL/ 2010 ACTUAL % CHANGE	YTD ACTUAL	YTD BUDGET	ACTUAL/BUDGET \$ VARIANCE FAVORABLE/(UNFAVORABLE)	ACTUAL/BUDGET % VARIANCE	ANNUAL BUDGET	% OF BUDGET REC'D/SPENT	
REVENUE											
MUNICIPAL COURT PROGRAM	106,864	197,937	54%	92%	116,003	82,227	33,776	141%	174,605	66%	
ADVICE & LITIGATION PROGRAM	0	0	0%	0%	221,746	-	221,746	0%	-	n/a	
ADMINISTRATIVE MGT PROGRAM	4,245	6,445	66%	297%	1,430	136	1,294	1051%	302	474%	
SPECIAL EVENTS/COMM PROGRAM	24,632	132,372	19%	13%	194,606	12,033	182,573	1617%	99,952	195%	
TOWN CLERK ADMIN PROGRAM	8,803	27,616	32%	45%	19,734	9,741	9,993	203%	20,751	95%	
FINANCE ADMINISTRATION PROGRAM	45	83	54%	4%	1,124	-	1,124	0%	100	1124%	
TRANSIT ADMIN PROGRAM	95,000	95,000	100%	95%	100,000	-	100,000	0%	-	N/A	
TRANSIT SERVICES PROGRAM	283,622	523,810	54%	117%	241,545	294,573	(53,028)	82%	589,065	41%	
PUBLIC SAFETY ADMIN/RECORDS	33,291	100,104	33%	130%	25,513	18,079	7,434	141%	37,244	0%	
PUBLIC SAFETY COMMNTY SVC PROG	402,452	629,566	64%	110%	364,939	348,029	16,910	105%	485,446	75%	
PLANNING SERVICES ADMIN PROGRAM	105,972	178,389	59%	49%	216,519	69,498	147,021	312%	124,680	174%	
ARTS DISTRICT	0	0	0%	0%	5,791	-	5,791	0%	-	N/A	
BUILDING SERVICES ADMIN PROGRAM	212,287	441,249	0%	0%	318,323	264,063	54,260	121%	438,796	73%	
PUBLIC WORKS ADMIN PROGRAM	207,884	497,231	48%	85%	249,714	222,759	26,955	112%	532,685	47%	
STREETS PROGRAM	33,700	49,700	42%	984%	21,136	15,216	5,920	139%	32,509	65%	
PARKS PROGRAM	0	0	68%	161%	20,869	-	20,869	0%	-	N/A	
FACILITIES ADMIN PROGRAM	10,476	12,961	0%	0%	25,976	-	25,976	0%	-	0%	
ENGINEERING ADMIN PROGRAM	2,966	3,741	81%	880%	1,191	269	922	443%	404	295%	
RECREATION PROGRAM	207,515	348,049	-5%	0%	185,903	218,937	(33,034)	85%	359,038	52%	
RECREATION OPERATIONS PROGRAM	736,662	1,423,719	60%	29%	705,835	795,515	(89,680)	89%	1,712,402	41%	
NORDIC CENTER OPERATIONS	123,612	184,784	52%	432%	170,711	137,046	33,665	125%	174,659	98%	
ICE RINK OPERATIONS PROGRAM	299,745	607,544	67%	39%	315,733	365,571	(49,838)	86%	645,709	49%	
PROPERTY TAX/EXCISE TRANSFER	9,661,393	17,598,916	49%	3%	9,173,081	8,982,277	190,804	102%	15,872,224	58%	
TOTAL REVENUE	12,562,501	23,053,113	55%	76%	12,697,422	11,835,969	861,453	107%	21,300,571	60%	

**TOWN OF BRECKENRIDGE
GENERAL FUND
CURRENT YEAR TO PRIOR YEAR COMPARISON
FOR THE 6 MONTHS ENDING JUNE 30, 2010**

50 % OF THE FISCAL YEAR HAS ELAPSED

	PRIOR YEAR				CURRENT YEAR						
	YTD ACTUAL	YE TOTAL	% OF YE REC'D/SPENT	2009 ACTUAL/ 2010 ACTUAL % CHANGE	YTD ACTUAL	YTD BUDGET	ACTUAL/BUDGET \$ VARIANCE FAVORABLE/(UNFAVORABLE)	ACTUAL/BUDGET % VARIANCE	ANNUAL BUDGET	% OF BUDGET REC'D/SPENT	
EXPENDITURES											
LAW & POLICY MAKING PROGRAM	80,720	123,282	65%	131%	61,541	69,636	8,095	88%	129,070	48%	
MUNICIPAL COURT PROGRAM	83,591	177,088	47%	96%	87,185	83,826	(3,359)	104%	204,254	43%	
ADVICE & LITIGATION PROGRAM	136,310	579,503	24%	66%	205,214	105,961	(99,253)	194%	229,008	90%	
ADMINISTRATIVE MGT PROGRAM	297,497	505,266	59%	97%	307,151	277,729	(29,422)	111%	595,917	52%	
HUMAN RESOURCES ADMIN PROGRAM	200,445	416,942	48%	112%	178,337	206,171	27,834	86%	433,459	41%	
SPECIAL EVENTS/COMM PROGRAM	270,103	603,004	45%	66%	406,930	270,932	(135,998)	150%	610,091	67%	
TOWN CLERK ADMIN PROGRAM	111,781	249,320	45%	89%	125,314	133,515	8,201	94%	277,204	45%	
LICENSES & PERMITS PROGRAM	-	1,718	0%	0%	3,365	-	(3,365)	0%	-	N/A	
FINANCE ADMINISTRATION PROGRAM	143,156	273,153	52%	97%	148,125	148,740	615	100%	317,483	47%	
ACCOUNTING PROGRAM	161,279	323,235	50%	100%	160,845	177,547	16,702	91%	353,961	45%	
TRANSIT ADMIN PROGRM	58,857	120,737	49%	98%	60,133	68,146	8,013	88%	122,140	49%	
TRANSIT SERVICES PROGRAM	1,121,379	2,143,354	52%	97%	1,158,930	1,158,222	(708)	100%	2,356,546	49%	
PUBLIC SAFETY ADMIN/RECORDS	411,283	870,708	47%	102%	404,770	410,904	6,134	99%	880,098	46%	
PUBLIC SAFETY COMMUNICATN PROG	167,214	320,942	52%	104%	160,760	87,510	(73,250)	184%	333,522	48%	
PUBLIC SAFETY PATROL SVCS PROG	912,598	1,820,736	50%	120%	760,041	913,038	152,997	83%	1,826,775	42%	
PUBLIC SAFETY COMMNTY SVC PROG	228,210	434,162	53%	111%	205,385	192,442	(12,943)	107%	511,088	40%	
PLANNING SERVICES ADMIN PROGRM	562,748	1,141,113	49%	101%	559,530	576,403	16,873	97%	1,222,253	46%	
ARTS DISTRICT	-	(120)	0%	0%	12,514	-	(12,514)	0%	-	N/A	
BUILDING SERVICES ADMIN PROGRM	193,861	419,210	46%	99%	196,701	201,010	4,309	98%	417,602	47%	
PUBLIC WORKS ADMIN PROGRAM	184,826	501,601	37%	77%	239,422	239,325	(97)	100%	503,464	48%	
STREETS PROGRAM	912,349	1,785,448	51%	104%	875,288	901,438	26,150	97%	1,858,768	47%	
PARKS PROGRAM	484,565	1,056,490	46%	99%	487,348	485,154	(2,194)	100%	1,140,838	43%	
GROUNDS CEMETERY MAINT PROGRAM	-	-	0%	0%	466	-	(466)	0%	-	N/A	
FACILITIES ADMIN PROGRAM	611,040	1,400,181	44%	116%	527,208	645,148	117,940	82%	1,404,310	38%	
ENGINEERING ADMIN PROGRAM	213,064	318,368	67%	139%	153,257	147,583	(5,674)	104%	300,728	51%	
CONTINGENCIES	183,000	204,050	90%	174%	104,911	97,675	(7,236)	107%	122,500	86%	
RECREATION ADMIN PROGRAM	312,209	632,331	49%	100%	313,409	314,139	730	100%	661,727	47%	
RECREATION PROGRAM	243,212	566,604	43%	101%	241,673	301,773	60,100	80%	627,016	39%	
RECREATION OPERATIONS PROGRAM	845,813	1,741,994	49%	113%	747,292	855,550	108,258	87%	1,877,907	40%	
NORDIC CENTER OPERATIONS	185,767	290,367	64%	117%	158,338	146,312	(12,026)	108%	253,771	62%	
ICE RINK OPERATIONS PROGRAM	470,029	975,678	48%	100%	472,200	550,888	78,688	86%	1,116,633	42%	
LONG TERM DEBT	209,101	418,017	50%	100%	208,589	202,086	(6,503)	103%	417,120	50%	
SHORT TERM DEBT	5,929	133,274	4%	200%	2,971	3,021	50	98%	128,542	2%	
COMMITTEES	(45)	2,293	-2%	-1%	5,736	22,392	16,656	26%	44,784	13%	
TOTAL EXPENDITURES	10,009,214	20,553,615	49%	103%	9,742,199	9,994,216	252,017	97%	21,278,579	46%	
REVENUE LESS EXPENDITURES	(347,821)	(2,954,699)			2,955,223	1,841,753	1,113,470		21,992		

**TOWN OF BRECKENRIDGE
EXCISE TAX FUND
CURRENT YEAR TO PRIOR YEAR COMPARISON
FOR THE 6 MONTHS ENDING JUNE 30, 2010**

50 % OF THE FISCAL YEAR HAS ELAPSED

	PRIOR YEAR			2009 vs. 2010 ACTUAL % VARIANCE	CURRENT YEAR					
	YTD ACTUAL	YE TOTAL	% OF YE REC'D/SPENT		YTD ACTUAL	YTD BUDGET	ACTUAL/BUDGET \$ VARIANCE	ACTUAL/BUDGET % VARIANCE	ANNUAL BUDGET	% OF BUDGET REC'D/SPENT
TAX REVENUE										
SALES TAX	5,750,245	11,790,792	49%	105%	6,032,606	5,716,977	315,629	106%	11,411,609	53%
ACCOMODATIONS TAX	895,444	1,477,316	61%	106%	945,380	899,751	45,629	105%	1,358,423	70%
CIGARETTE TAX	26,634	53,698	50%	91%	24,226	20,143	4,083	120%	60,000	40%
TELEPHONE FRANCHISE TAX	14,354	28,708	50%	95%	13,582	15,039	(1,457)	90%	29,999	45%
PUBLIC SERVICE FRANCHISE	353,770	693,123	51%	88%	310,373	301,344	9,029	103%	549,998	56%
CABLEVISION FRANCHISE TAX	38,685	144,795	27%	98%	37,757	35,911	1,846	105%	149,998	25%
REAL ESTATE TRANSFER TAX	1,242,585	2,861,119	43%	152%	1,891,775	1,200,983	690,792	158%	2,499,999	76%
INVESTMENT INCOME	41,775	52,050	80%	78%	32,467	37,500	(5,033)	87%	75,000	43%
TOTAL FUND REVENUE	8,363,492	17,101,601	49%	111%	9,288,166	8,227,648	1,060,518	113%	16,135,026	58%
EXCISE TAX DEBT SERVICE										
COP FEES	383	2,100	0%	0%	0	413	413	0%	800	0%
2005 COP'S PRINCIPAL	0	275,000	0%	N/A	0	0	-	0%	155,000	0%
2005 COP'S INTEREST	145,570	291,140	50%	49%	71,413	68,785	(2,628)	104%	142,825	50%
2007 COP'S PRINCIPAL	0	0	N/A	N/A	0	0	-	#DIV/0!	129,996	0%
2007 COP'S INTEREST	0	0	N/A	N/A	69,033	69,030	(3)	100%	138,060	50%
TOTAL EXCISE TAX DEBT SERVICE	145,953	568,240	26%	96%	140,446	138,228	(2,218)	102%	566,681	25%
TRANSFERS										
TRANSFER TO GENERAL FUND	6,735,000	12,180,000	55%	85%	5,693,838	5,693,838	-	100%	11,387,676	50%
TRANSFER TO GOLF FUND	0	0	0%	N/A	64,998	64,998	-	100%	129,996	50%
TRANSFERS TO CAPITAL FUND	443,500	2,604,002	17%	108%	478,002	478,002	-	100%	956,004	50%
TRANSFER TO MARKETING	217,500	435,000	50%	169%	366,648	366,648	-	100%	733,296	50%
TRFS TO EMPLOYEE HSG FUND	1,166,459	2,093,748	56%	100%	1,166,460	1,166,460	-	100%	2,332,920	50%
TRFS TO SPECIAL PROJECTS FUND	502,623	809,005	62%	36%	182,502	182,502	-	100%	365,004	50%
TOTAL TRANSFERS	9,065,082	18,121,755	50%	88%	7,952,448	7,952,448	-	100%	15,904,896	50%
TOTAL FUND EXPENDITURES	9,211,035	18,689,995	49%	88%	8,092,894	8,090,676	(2,218)	100%	16,471,577	49%
NET REVENUE OVER EXPENDITURES	(847,543)	(1,588,394)			1,195,272	136,972	1,058,300		(336,551)	

**TOWN OF BRECKENRIDGE
ALL FUNDS
CURRENT YEAR TO PRIOR YEAR COMPARISON
FOR THE 6 MONTHS ENDING JUNE 30, 2010**

50 % OF THE FISCAL YEAR HAS ELAPSED

	PRIOR YEAR			2009 ACTUAL/ 2010 ACTUAL % CHANGE	CURRENT YEAR					
	YTD ACTUAL	YE TOTAL	% OF YE REC'D/SPENT		YTD ACTUAL	YTD BUDGET	ACTUAL/BUDGET \$ VARIANCE FAVORABLE/(UNFAVORABLE)	ACTUAL AS A % OF BUDGET	ANNUAL BUDGET	% OF BUDGET REC'D/SPENT
REVENUE										
1 GENERAL FUND	12,562,503	23,053,113	54%	101%	12,697,421	11,835,969	861,452	107%	21,300,571	60%
2 UTILITY FUND	1,308,045	2,837,820	46%	105%	1,371,337	1,569,805	(198,468)	87%	3,057,733	45%
3 CAPITAL FUND	571,943	2,908,862	20%	97%	552,819	565,733	(12,914)	98%	1,123,500	49%
4 MARKETING FUND	695,729	1,557,494	45%	128%	893,901	859,108	34,793	104%	1,798,362	50%
5 GOLF COURSE FUND	572,778	2,712,584	21%	120%	689,483	695,541	(6,058)	99%	2,274,398	30%
6 EXCISE TAX FUND	8,363,491	17,101,601	49%	111%	9,288,166	8,227,648	1,060,518	113%	16,135,026	58%
7 HOUSING FUND	1,706,592	3,242,453	53%	94%	1,602,295	1,758,422	(156,127)	91%	3,712,493	43%
8 OPEN SPACE ACQUISITION FUND	922,495	1,763,285	52%	99%	913,331	872,263	41,068	105%	1,741,274	52%
9 CONSERVATION TRUST FUND	16685	33,611	50%	92%	15,382	16,147	(765)	95%	32,152	48%
10 GARAGE SERVICES FUND	1,597,391	2,809,412	57%	89%	1,426,424	1,252,950	173,474	114%	2,574,193	55%
11 INFORMATION TECHNOLOGY FUND	487,420	974,841	50%	107%	521,988	521,988	-	100%	1,043,976	50%
12 FACILITIES MAINTENANCE FUND	116,205	232,410	50%	99%	115,218	115,206	12	100%	230,412	50%
13 SPECIAL PROJECTS FUND	502,623	809,081	62%	40%	201,502	182,502	19,000	110%	365,004	55%
TOTAL REVENUE	29,423,900	60,036,567	49%	103%	30,289,267	28,473,282	1,815,985	106%	55,389,094	55%
EXPENDITURES										
1 GENERAL FUND	10,009,214	21,220,198	47%	97%	9,742,196	9,994,216	252,020	97%	21,278,579	46%
2 UTILITY FUND	1,046,771	2,357,749	44%	114%	1,196,927	2,597,377	1,400,450	46%	4,991,109	24%
3 CAPITAL FUND	135,656	3,905,277	3%	143%	194,049	1,066,672	872,623	18%	1,067,000	18%
4 MARKETING FUND	1,046,039	1,752,538	60%	103%	1,076,559	1,037,429	(39,130)	104%	1,803,122	60%
5 GOLF COURSE FUND	1,225,839	3,730,472	33%	75%	921,614	1,018,302	96,688	91%	2,321,692	40%
6 EXCISE TAX FUND	9,211,035	18,689,995	49%	88%	8,092,893	8,155,674	62,781	99%	16,471,577	49%
7 HOUSING FUND	346,103	1,507,369	23%	291%	1,006,992	1,890,339	883,347	53%	3,231,625	31%
8 OPEN SPACE ACQUISITION FUND	1,119,649	2,195,057	51%	43%	482,426	551,805	69,379	87%	2,000,457	24%
9 CONSERVATION TRUST FUND	15,780	30,996	51%	98%	15,498	15,498	-	100%	30,996	50%
10 GARAGE SERVICES FUND	615,825	1,371,182	45%	138%	848,259	667,254	(181,005)	127%	1,915,967	44%
11 INFORMATION TECHNOLOGY FUND	306,711	681,542	45%	116%	354,333	411,431	57,098	86%	726,290	49%
12 FACILITIES MAINTENANCE FUND	224,226	203,193	0%	N/A	0	0	-	N/A	0	N/A
13 SPECIAL PROJECTS FUND	433,829	810,791	54%	31%	133,254	191,343	58,089	70%	364,999	37%
TOTAL EXPENDITURES	25,736,677	58,456,359	44%	94%	24,065,000	27,597,340	3,532,340	87%	56,203,413	43%
	3,687,223	1,580,208			6,224,267	875,942	5,348,325		(814,319)	

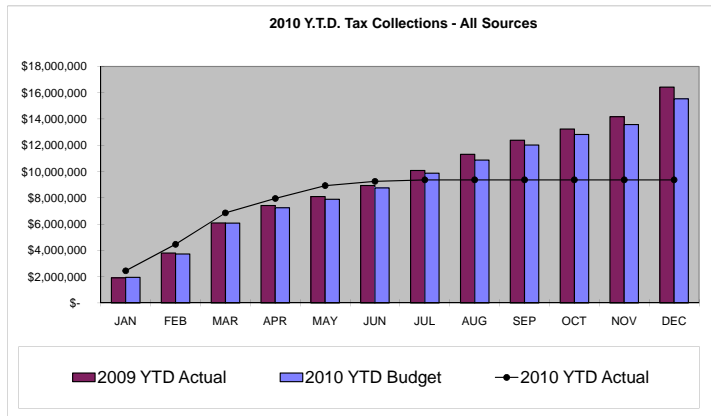
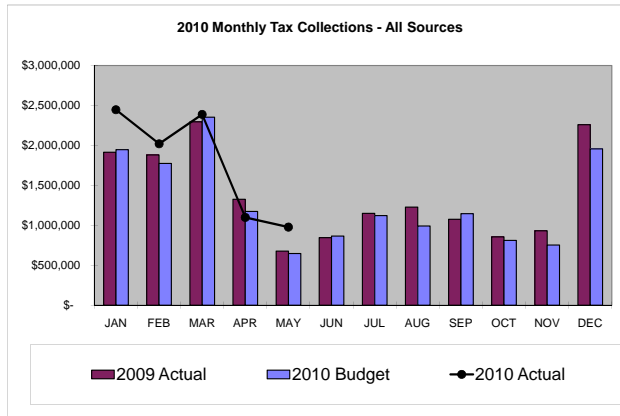
TOWN OF BRECKENRIDGE
ALL FUNDS, NET OF TRANSFERS
CURRENT YEAR TO PRIOR YEAR COMPARISON
FOR THE 6 MONTHS ENDING JUNE 30, 2010

50 % OF THE FISCAL YEAR HAS ELAPSED

	PRIOR YEAR			2009 ACTUAL/ 2010 ACTUAL % CHANGE	CURRENT YEAR					
	YTD ACTUAL	YE TOTAL	% OF YE REC'D/SPENT		YTD ACTUAL	YTD BUDGET	ACTUAL/BUDGET \$ VARIANCE FAVORABLE/(UNFAVORABLE)	ACTUAL/BUDGET % CHANGE	ANNUAL BUDGET	% OF BUDGET REC'D/SPENT
REVENUE										
1 GENERAL FUND	5,632,285	10,482,678	54%	121%	6,802,511	5,941,059	861,452	114%	9,510,751	72%
2 UTILITY FUND	1,308,045	2,837,820	46%	105%	1,371,337	1,569,805	(198,468)	87%	3,057,733	45%
3 CAPITAL FUND	128,443	304,860	42%	58%	74,817	87,731	(12,914)	85%	167,496	45%
4 MARKETING FUND	478,229	1,122,494	43%	110%	527,253	492,460	34,793	107%	1,065,066	50%
5 GOLF COURSE FUND	572,778	2,712,694	21%	109%	626,155	630,543	(4,388)	99%	2,144,402	29%
6 EXCISE TAX FUND	8,363,491	17,101,601	49%	111%	9,288,166	8,227,648	1,060,518	113%	16,135,026	58%
7 HOUSING FUND	540,133	1,148,705	47%	81%	435,835	591,962	(156,127)	74%	1,379,573	32%
8 OPEN SPACE ACQUISITION FUND	922,495	1,763,285	52%	99%	913,331	872,263	41,068	105%	1,741,274	52%
9 CONSERVATION TRUST FUND	16,685	33,611	50%	92%	15,382	16,147	(765)	95%	32,152	48%
10 GARAGE SERVICES FUND	437,747	490,125	89%	44%	191,833	52,506	139,327	365%	105,012	183%
11 INFORMATION TECHNOLOGY FUND	0	0	N/A	N/A	0	0	-	N/A	0	N/A
12 FACILITIES MAINTENANCE FUND	0	0	N/A	N/A	0	0	-	N/A	0	N/A
13 SPECIAL PROJECTS FUND	0	76	0%	N/A	19,000	0	19,000	N/A	0	N/A
TOTAL REVENUE	18,400,331	37,997,949	48%	110%	20,265,620	18,482,124	1,783,496	110%	35,338,485	57%
EXPENDITURES										
1 GENERAL FUND	8,869,036	18,273,266	49%	96%	8,540,798	8,792,880	252,082	97%	18,876,731	45%
2 UTILITY FUND	835,007	1,934,220	43%	117%	974,609	2,375,065	1,400,456	41%	4,546,485	21%
3 CAPITAL FUND	135,656	3,905,277	3%	143%	194,049	1,066,672	872,623	18%	1,067,000	18%
4 MARKETING FUND	1,046,039	1,752,538	60%	103%	1,076,559	1,037,429	(39,130)	104%	1,803,122	60%
5 GOLF COURSE FUND	1,225,839	2,420,195	51%	75%	921,614	1,018,302	96,688	91%	2,321,692	40%
6 EXCISE TAX FUND	145,953	568,240	26%	96%	140,445	203,226	62,781	69%	566,681	25%
7 HOUSING FUND	346,103	1,507,369	23%	291%	1,006,992	1,890,339	883,347	53%	3,231,625	31%
8 OPEN SPACE ACQUISITION FUND	1,117,993	2,191,744	51%	43%	479,420	548,799	69,379	87%	1,994,445	24%
9 CONSERVATION TRUST FUND	280	0	N/A	0%	0	0	-	N/A	0	N/A
10 GARAGE SERVICES FUND	615,825	1,371,182	45%	137%	840,693	659,694	(180,999)	127%	1,900,847	44%
11 INFORMATION TECHNOLOGY FUND	305,389	678,897	45%	116%	352,959	410,057	57,098	86%	723,542	49%
12 FACILITIES MAINTENANCE FUND	224,226	203,193	110%	0%	0	0	-	N/A	0	N/A
13 SPECIAL PROJECTS FUND	433,829	810,791	54%	31%	133,254	191,343	58,089	70%	364,999	37%
TOTAL EXPENDITURES	15,301,175	35,616,912	43%	96%	14,661,392	18,193,806	3,532,414	81%	37,397,169	39%
Revenue Less Expenditures	3,099,156	2,381,037			5,604,228	288,318	5,315,910		(2,058,684)	

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

Sales Period	2009 Collections			2010 Budget			2010 Monthly			2010 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2009	% of Budget	Actual	% Change from 2009	% of Budget
JAN	\$ 1,914,287	\$ 1,914,287	11.7%	\$ 1,946,599	\$ 1,946,599	12.5%	\$ 2,445,787	27.8%	125.6%	\$ 2,445,787	27.8%	125.6%
FEB	\$ 1,880,931	\$ 3,795,218	23.1%	\$ 1,773,619	\$ 3,720,218	24.0%	\$ 2,019,781	7.4%	113.9%	4,465,568	17.7%	120.0%
MAR	\$ 2,294,087	\$ 6,089,306	37.1%	\$ 2,351,856	\$ 6,072,074	39.1%	\$ 2,387,185	4.1%	101.5%	6,852,754	12.5%	112.9%
APR	\$ 1,325,824	\$ 7,415,130	45.1%	\$ 1,172,250	\$ 7,244,324	46.6%	\$ 1,097,483	-17.2%	93.6%	7,950,236	7.2%	109.7%
MAY	\$ 676,638	\$ 8,091,767	49.3%	\$ 646,259	\$ 7,890,583	50.8%	\$ 976,988	44.4%	151.2%	8,927,225	10.3%	113.1%
JUN	\$ 844,559	\$ 8,936,326	54.4%	\$ 864,354	\$ 8,754,938	56.4%	\$ 326,779	-61.3%	37.8%	9,254,004	3.6%	105.7%
JUL	\$ 1,148,282	\$ 10,084,608	61.4%	\$ 1,121,936	\$ 9,876,873	63.6%	\$ 113,204	-90.1%	10.1%	9,367,208	-7.1%	94.8%
AUG	\$ 1,226,749	\$ 11,311,357	68.8%	\$ 991,855	\$ 10,868,729	70.0%	\$ -	n/a	0.0%	9,367,208	-17.2%	86.2%
SEP	\$ 1,074,630	\$ 12,385,987	75.4%	\$ 1,144,450	\$ 12,013,179	77.3%	\$ -	n/a	0.0%	9,367,208	-24.4%	78.0%
OCT	\$ 854,637	\$ 13,240,624	80.6%	\$ 811,550	\$ 12,824,728	82.6%	\$ -	n/a	0.0%	9,367,208	-29.3%	73.0%
NOV	\$ 930,434	\$ 14,171,058	86.3%	\$ 751,933	\$ 13,576,661	87.4%	\$ -	n/a	0.0%	9,367,208	-33.9%	69.0%
DEC	\$ 2,258,919	\$ 16,429,977	100.0%	\$ 1,956,122	\$ 15,532,784	100.0%	\$ -	n/a	0.0%	\$ 9,367,208	-43.0%	60.3%

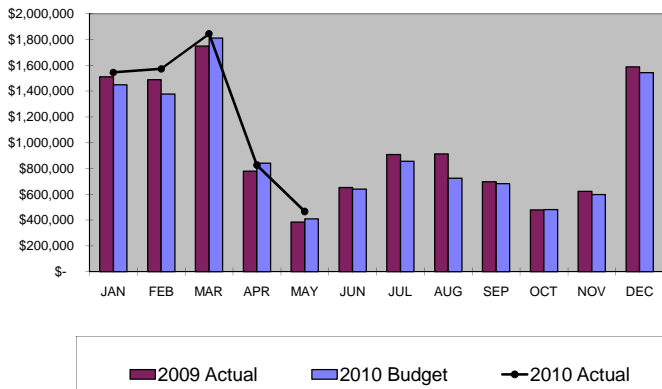


Prior Year Actual and Current Year Budget Variances						
	TOTAL	Sales	Accommodations	RETT	Housing	
vs. May 09 Actual	300,351	81,895	2,101	213,225	3,130	
vs. May 10 Budget	330,729	56,491	(268)	273,375	1,131	
vs. YTD 09 Actual	835,457	340,256	7,591	447,232	40,379	
vs. YTD 10 Budget	1,036,642	367,234	75,828	527,364	66,215	

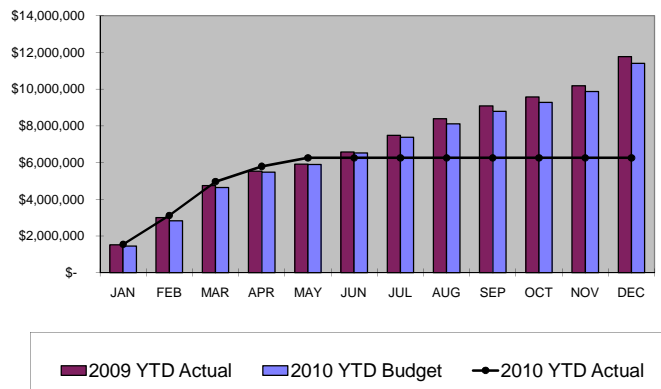
**TOWN OF BRECKENRIDGE
SALES TAX COLLECTIONS
REPORTED IN THE PERIOD EARNED**

Sales Period	2009 Collections			2010 Budget			2010 Monthly			2010 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2009	% of Budget	Actual	% Change from 2009	% of Budget
JAN	\$ 1,511,420	\$ 1,511,420	12.8%	\$ 1,448,519	\$ 1,448,519	12.7%	\$ 1,544,725	2.2%	106.6%	\$ 1,544,725	2.2%	106.6%
FEB	1,488,667	3,000,087	25.5%	1,376,650	2,825,169	24.8%	\$ 1,572,567	5.6%	114.2%	3,117,292	3.9%	110.3%
MAR	1,749,041	4,749,128	40.3%	1,810,355	4,635,524	40.6%	\$ 1,844,677	5.5%	101.9%	4,961,969	4.5%	107.0%
APR	780,544	5,529,671	47.0%	841,764	5,477,288	48.0%	\$ 826,063	5.8%	98.1%	5,788,032	4.7%	105.7%
MAY	384,759	5,914,431	50.2%	410,164	5,887,452	51.6%	\$ 466,655	21.3%	113.8%	6,254,686	5.8%	106.2%
JUN	651,911	6,566,341	55.8%	640,134	6,527,586	57.2%	\$ -	n/a	0.0%	6,254,686	-4.7%	95.8%
JUL	907,582	7,473,924	63.5%	855,252	7,382,838	64.7%	\$ -	n/a	0.0%	6,254,686	-16.3%	84.7%
AUG	914,206	8,388,129	71.2%	725,780	8,108,618	71.1%	\$ -	n/a	0.0%	6,254,686	-25.4%	77.1%
SEP	697,168	9,085,297	77.2%	682,331	8,790,948	77.0%	\$ -	n/a	0.0%	6,254,686	-31.2%	71.1%
OCT	479,350	9,564,648	81.2%	480,780	9,271,728	81.2%	\$ -	n/a	0.0%	6,254,686	-34.6%	67.5%
NOV	623,385	10,188,032	86.5%	597,497	9,869,225	86.5%	\$ -	n/a	0.0%	6,254,686	-38.6%	63.4%
DEC	\$ 1,587,558	\$ 11,775,591	100.0%	\$ 1,542,384	11,411,609	100.0%	\$ -	n/a	0.0%	\$ 6,254,686	-46.9%	54.8%

2010 Monthly Sales Tax Collections



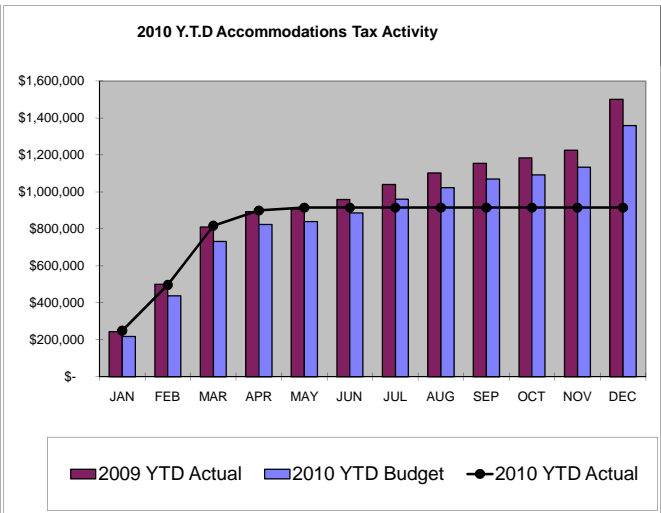
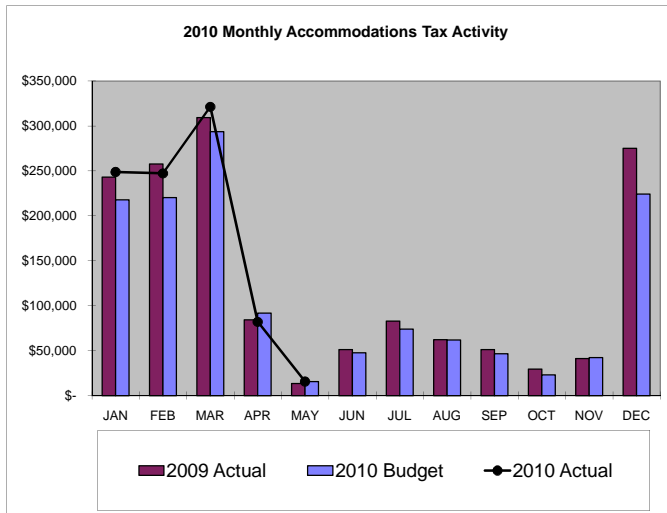
2010 Y.T.D. Sales Tax Collections



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

Sales Period	2009 Collections			2010 Budget			2010 Monthly			2010 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2009	% of Budget	Actual	% Change from 2009	% of Budget
JAN	\$ 242,910	\$ 242,910	16.2%	\$ 217,666	\$ 217,666	16.0%	\$ 248,817	2.4%	114.3%	\$ 248,817	2.4%	114.3%
FEB	257,509	500,419	33.4%	220,378	438,044	32.2%	\$ 247,203	-4.0%	112.2%	496,020	-0.9%	113.2%
MAR	309,132	809,551	54.0%	293,538	731,582	53.9%	\$ 321,226	3.9%	109.4%	817,246	1.0%	111.7%
APR	84,208	893,759	59.6%	91,571	823,153	60.6%	\$ 82,003	-2.6%	89.6%	899,249	0.6%	109.2%
MAY	13,353	907,111	60.5%	15,721	838,874	61.8%	\$ 15,453	15.7%	98.3%	914,702	0.8%	109.0%
JUN	51,189	958,301	63.9%	47,743	886,617	65.3%	\$ -	n/a	0.0%	914,702	-4.5%	103.2%
JUL	82,671	1,040,972	69.4%	73,957	960,574	70.7%	\$ -	n/a	0.0%	914,702	-12.1%	95.2%
AUG	62,207	1,103,179	73.5%	61,895	1,022,468	75.3%	\$ -	n/a	0.0%	914,702	-17.1%	89.5%
SEP	51,254	1,154,434	77.0%	46,421	1,068,889	78.7%	\$ -	n/a	0.0%	914,702	-20.8%	85.6%
OCT	29,466	1,183,900	78.9%	23,199	1,092,088	80.4%	\$ -	n/a	0.0%	914,702	-22.7%	83.8%
NOV	41,075	1,224,975	81.7%	42,213	1,134,300	83.5%	\$ -	n/a	0.0%	914,702	-25.3%	80.6%
DEC	\$ 274,974	\$ 1,499,949	100.0%	\$ 224,123	1,358,423	100.0%	\$ -	n/a	0.0%	\$ 914,702	-39.0%	67.3%

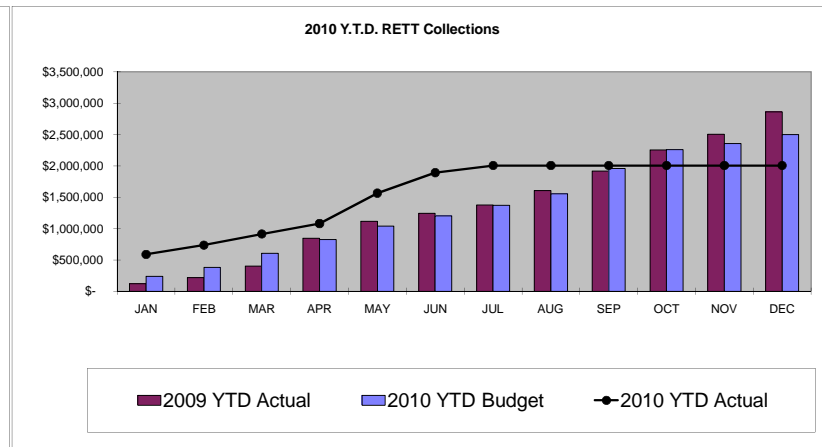
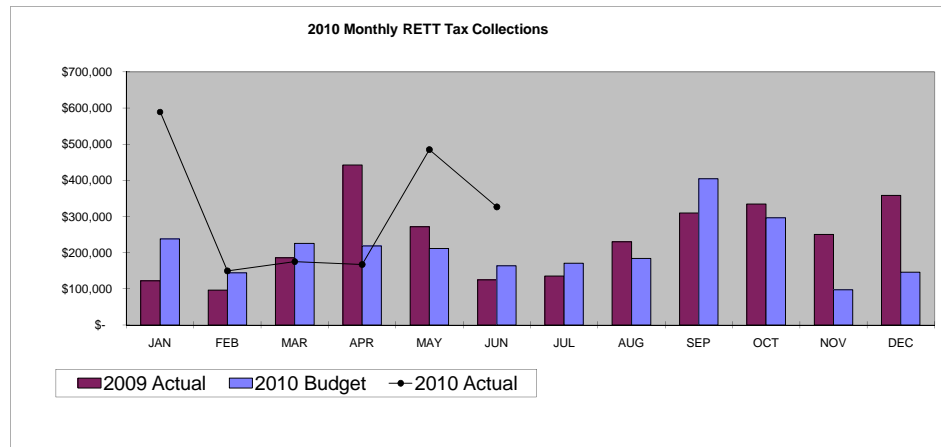
Accommodation tax amounts reflect collections at the 2% rate.



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

Sales Period	2007 Collections			2009 Collections			2010 Budget			2010 Monthly				2010 Year to Date			
	Tax Collected	Year To Date	Percent of Total	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% of Budget	% Change from 2007	% Change from 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%	113,204	66.2%	-67.1%	-16.4%	2,004,978	146.1%	-31.6%	45.5%
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	2,004,978	128.9%	-43.2%	24.7%
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	2,004,978	102.3%	-52.7%	4.6%
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	2,004,978	88.8%	-56.7%	-11.0%
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	2,004,978	85.2%	-60.6%	-19.9%
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	\$ 2,004,978	80.2%	-64.7%	-29.9%

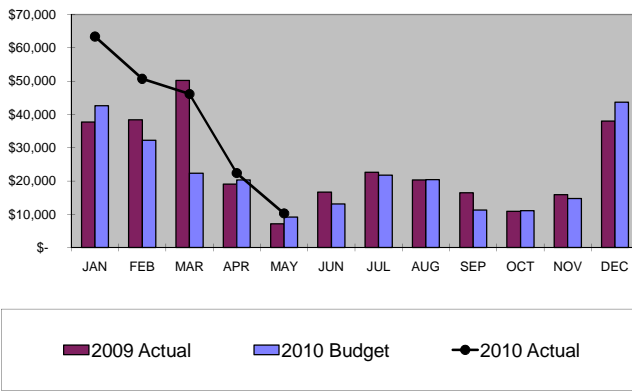
June #s are as of 6/15/10



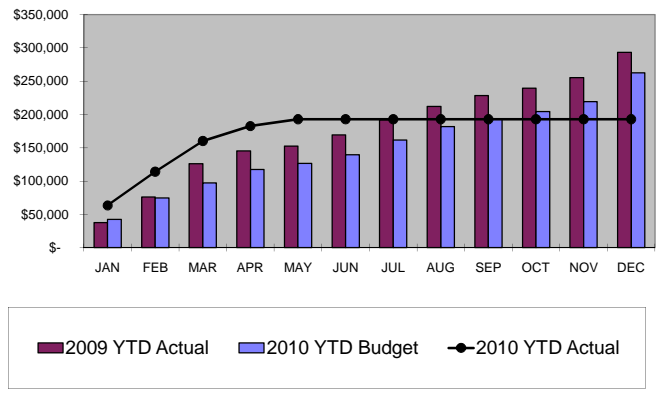
TOWN OF BRECKENRIDGE
AFFORDABLE HOUSING SALES TAX COLLECTIONS
REPORTED IN THE PERIOD EARNED

Sales Period	2009 Collections			2010 Budget			2010 Monthly			2010 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2009	% of Budget	Actual	% Change from 2009	% of Budget
JAN	\$ 37,720	\$ 37,720	12.9%	\$ 42,600	\$ 42,600	12.2%	\$ 63,372	68.0%	148.8%	\$ 63,372	68.0%	148.8%
FEB	38,376	76,096	13.1%	32,256	74,855	11.9%	\$ 50,707	32.1%	157.2%	114,079	49.9%	152.4%
MAR	50,200	126,296	17.1%	22,350	97,205	15.6%	\$ 46,121	-8.1%	206.4%	160,200	26.8%	164.8%
APR	19,034	145,330	6.5%	20,289	117,495	7.3%	\$ 22,379	17.6%	110.3%	182,579	25.6%	155.4%
MAY	7,133	152,462	2.4%	9,131	126,626	3.0%	\$ 10,262	43.9%	112.4%	192,841	26.5%	152.3%
JUN	16,637	169,100	5.7%	13,126	139,752	5.4%	\$ -	n/a	0.0%	192,841	14.0%	138.0%
JUL	22,635	191,735	7.7%	21,785	161,537	7.5%	\$ -	n/a	0.0%	192,841	0.6%	119.4%
AUG	20,323	212,058	6.9%	20,425	181,962	6.6%	\$ -	n/a	0.0%	192,841	-9.1%	106.0%
SEP	16,506	228,564	5.6%	11,259	193,221	6.1%	\$ -	n/a	0.0%	192,841	-15.6%	99.8%
OCT	10,922	239,486	3.7%	11,069	204,290	4.1%	\$ -	n/a	0.0%	192,841	-19.5%	94.4%
NOV	15,868	255,354	5.4%	14,769	219,059	5.4%	\$ -	n/a	0.0%	192,841	-24.5%	88.0%
DEC	\$ 37,964	\$ 293,318	12.9%	\$ 43,693	262,752	15.1%	\$ -	n/a	0.0%	\$ 192,841	-34.3%	73.4%

2010 Monthly Aff. Housing Sales Tax Collections



2010 Y.T.D. Aff. Housing Sales Tax Collections





MEMORANDUM

To: Mayor and Town Council
From: Rick Holman, Chief of Police
Date: July 27, 2010
Subject: Proposal to Utilize Variable Message Signs

Introduction

Staff will be meeting with the Council at your July 27th work session to discuss a proposal to construct and utilize variable messaging signs (VMS) at key locations in the Town. It is staff's belief that electronic messaging in key locations will serve two primary purposes. First, VMS is "dynamic wayfinding" that provides immediate/changeable direction to motorists. Secondly, VMS provides an opportunity to alert our guests to real-time road conditions that will hopefully educate our guests on not leaving Town during peak travel times on I-70.

Problem Statement

The good news is we have a lot of vehicular traffic coming to Town during the ski season and during special events. The problem is excessive vehicular traffic creates ingress and egress challenges for the community and the guests. One of those challenges over the past several years has been alerting motorists to parking availability as they enter Town from the north. The police department has worked closely with the ski resort (BSR) to try and develop a system that allows us to alert incoming motorists that the core parking is full and thus divert incoming traffic to the Satellite lot on Airport Road. Unfortunately, we're not able to come up with a good system based on timing and signage visibility and we end up with a mess on Park Avenue. Many vehicles are forced to turn around and then head back north to the Satellite lot. This is not providing good customer service and it also creates unnecessary vehicular traffic in Town. I would say that this easily happens at least 50 times a ski season.

Staff feels communicating timely parking availability information to our guests will be even more critical this next ski season with the widening of Highway 9. During those peak ingress hours, we will essentially have the ability to double the number of cars that enter into Town at any one time. When the core parking reaches capacity, we have to quickly alert motorists before they continue into the core of Town and divert them to the Satellite lot. A VMS located along the west edge of Highway 9, just south of Fairview (near the Town-owned old pump station) would address this need.

The Town has been an active partner in the "Go I-70" efforts. Not only do we want to do our part to lessen the congestion on I-70 during peak egress hours, we also want to look for ways to keep guests in the Town for longer periods. A second electronic messaging board located near the base of the gondola provides that medium to alert large numbers of people prior to them getting into their cars.

Proposal

Staff has been working with BSR and they have expressed a desire to partner with the Town in the purchase of these electronic messaging boards. If the Council is supportive of utilizing this type of technology in Town, staff would like to move forward with putting this on the 2011 CIP list. For the north end of Town, staff is recommending the following type of signage:

Daktronics AF-3500-48x80-20 electronic messaging sign: The overall size of the sign is approximately 4 feet tall by 6 feet wide. The sign uses LED lighting with an estimated lifetime of 100,000+ hours and has relatively low energy requirements when compared to incandescent lighting technology. The readability for the sign is rated at up to 120 degrees horizontal with a minimum viewing distance of 45 feet. The sign supports text, graphic, logos, basic animation, and multiple font styles and sizes. We can use either red or amber monochrome or full color text for this configuration. Communications to the sign is wireless/Internet based using a cellular broadband card with a static IP address that will allow the message to the sign to be configured from the Town or BSR using a proprietary software package. This software package can be installed any computer that needs access to the sign.

Approximate cost for the monochrome sign with the integrated wireless communications hardware is approximately \$10,625. A full color version of this sign is available for approximately \$13,195 with the integrated wireless communications hardware. The Town's I/T staff is familiar with the software package that operates this type of VMS as it is the same software that operates the VMS in the ice rink.

The price quoted is for the VMS only and there will be additional costs for the installation and the construction of the sign base. Those costs will be dictated by how elaborate of a base we decide to construct. As you will see from the attached pictures staff took when conducting a site visit to Beaver Creek and Vail to view their VMS, you can go anywhere from a simple pole to hold the sign to a rock base.

There may also be value in purchasing two of these types of VMS to be sandwiched together at the north end of Town so a secondary message could be displayed for northbound traffic leaving Town. Staff feels this may provide an excellent opportunity to inform motorists leaving about future events that may be occurring such as:

**International Snow Sculpture Championships
Breckenridge
Jan 25th – Feb 6th**

These types of messages could easily be changed to advertise any future event or provide any other information we may wish to convey to motorists.

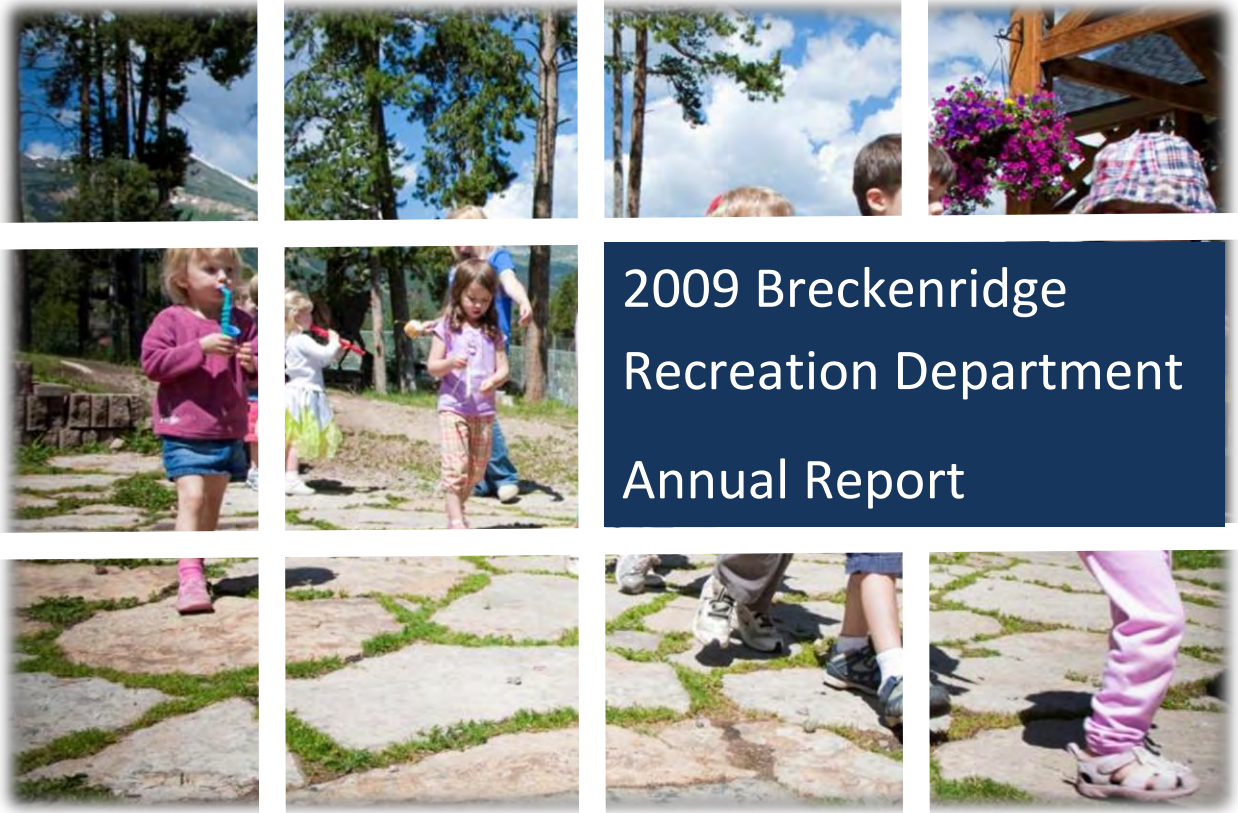
As I stated earlier in the problem statement, staff also feels a VMS at the base of the gondola, provides an excellent opportunity to educate guests about I-70 traffic conditions prior to them getting into their vehicles and heading out of Town. If we were to move forward with a VMS at the gondola, we would recommend a much smaller sign which would result in less cost.

Summary

If the Council is supportive, staff is proposing to lease a portable VMS on a trailer that we could use at the north end of Town for this ski season. We have to develop some process for alerting motorists this ski season and we think leasing a VMS would accomplish that plus allow us to test this technology out prior to committing to a larger investment in a more permanent structure. Additionally, staff has met with CDOT to present this proposal and they are supportive of VMS technology and have committed to working with the Town for right-of-way access.

Staff will be present to discuss this with the Council at the July 27th work session.





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

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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.



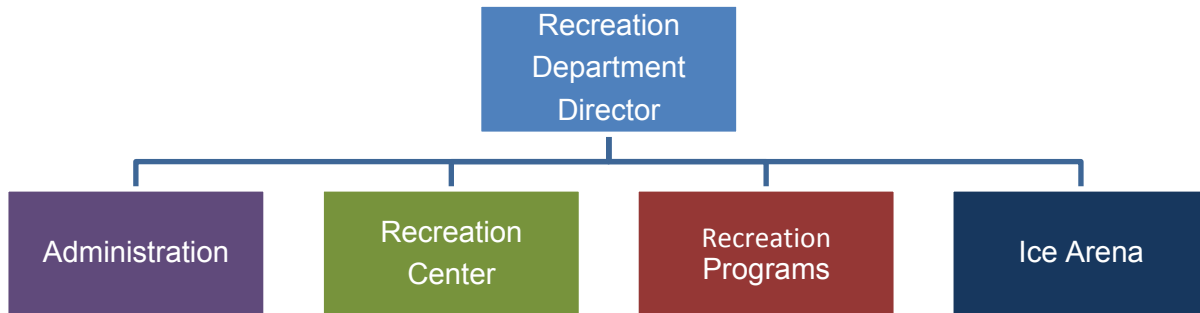
VALUES

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.

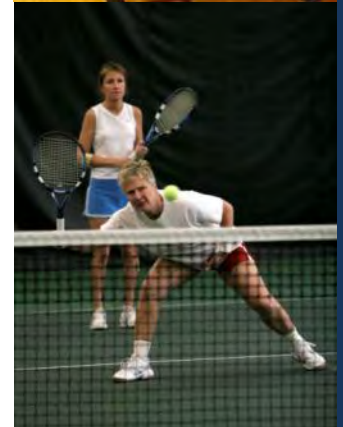
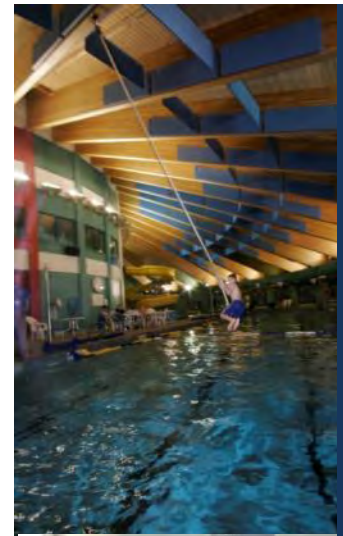
Energy conservation continued to be a focus of the Ice Arena, and in 2009 there was a 16% decrease in utility bills from 2008, which is the lowest usage since 2004. This is due to staff utilizing a new product called "Ice Max" which is a protein additive used in the flood water of the ice resurfacers. 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



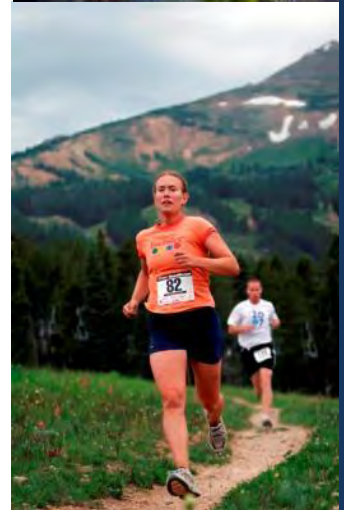
(right) Interior after new roof is completed

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

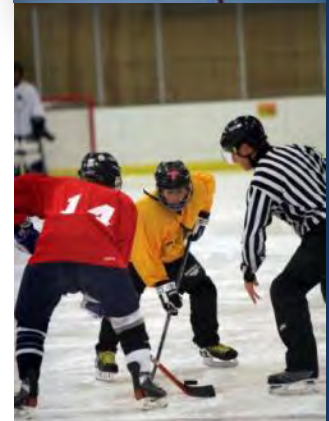
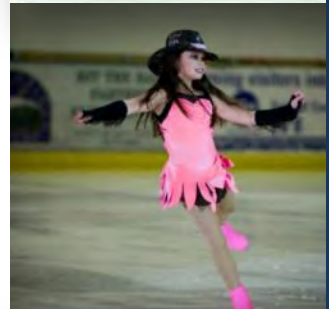
Gold Run Nordic Center



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

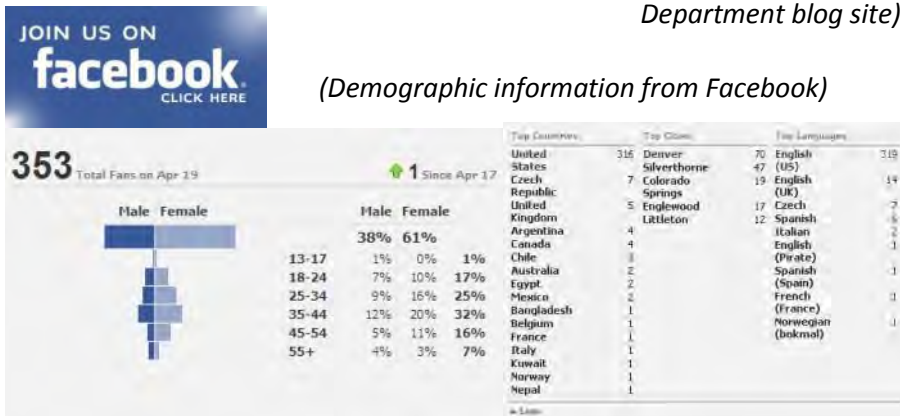
Initiatives and Successes

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 Knaus - FS Moguls
- Patrick Dussan - FS Moguls
- Michael Morse - FS Moguls
- Nate Kubie - FS Moguls
- Undey Jacobella - 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

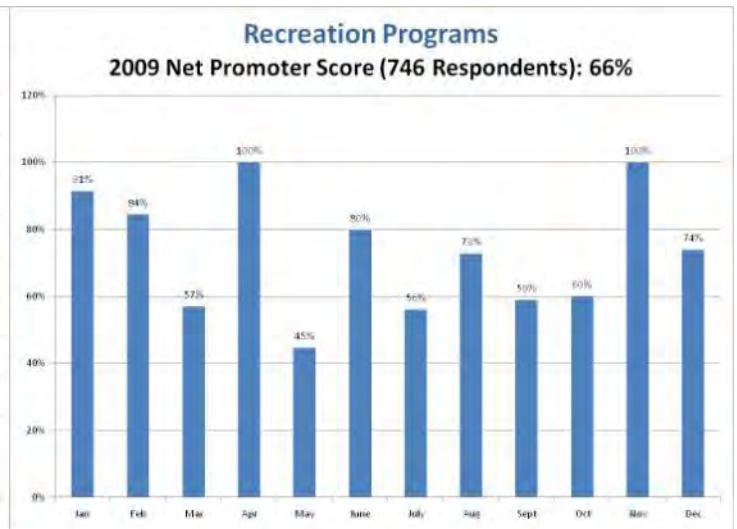
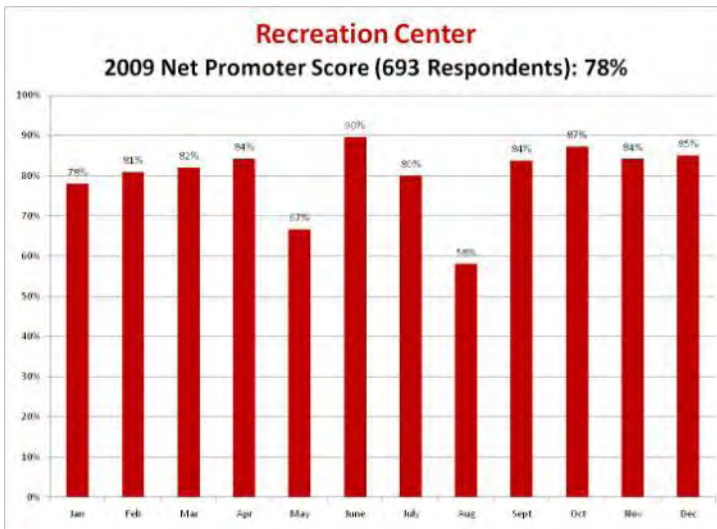
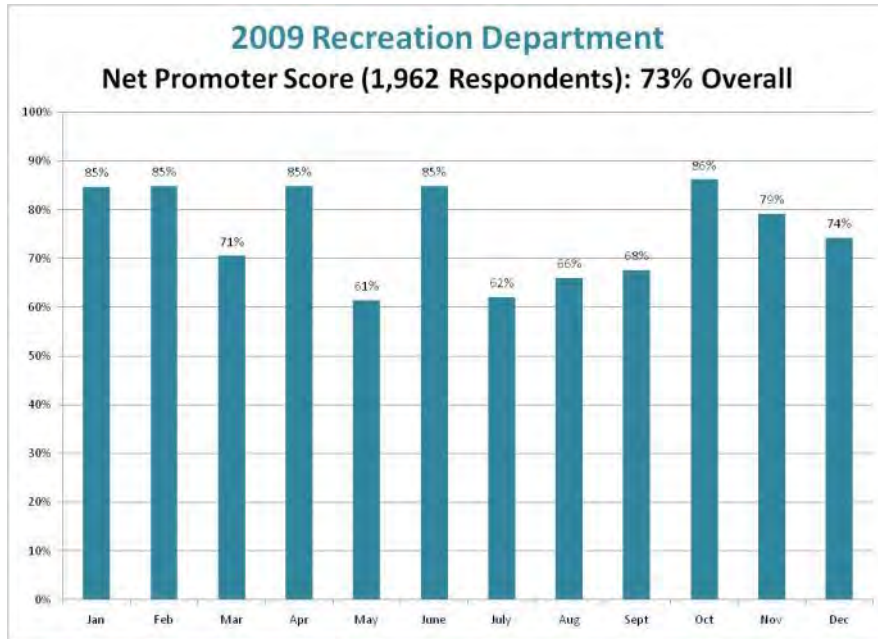
Source: Satmetrix 2010 Net Promoter Benchmark Study of US Consumers

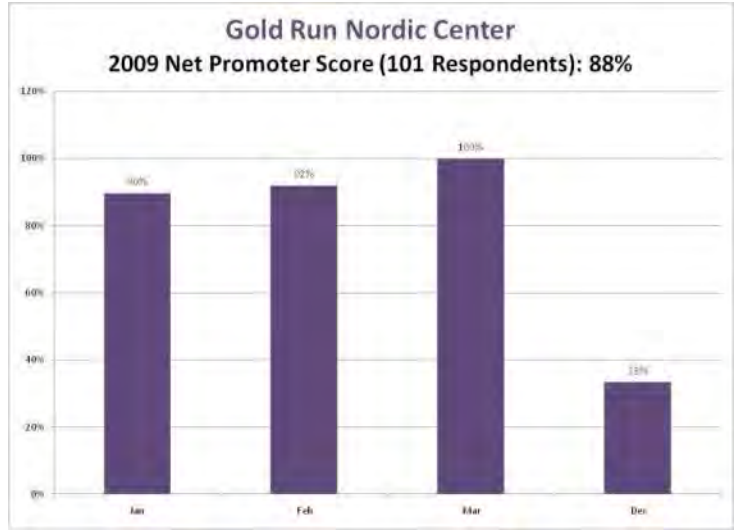
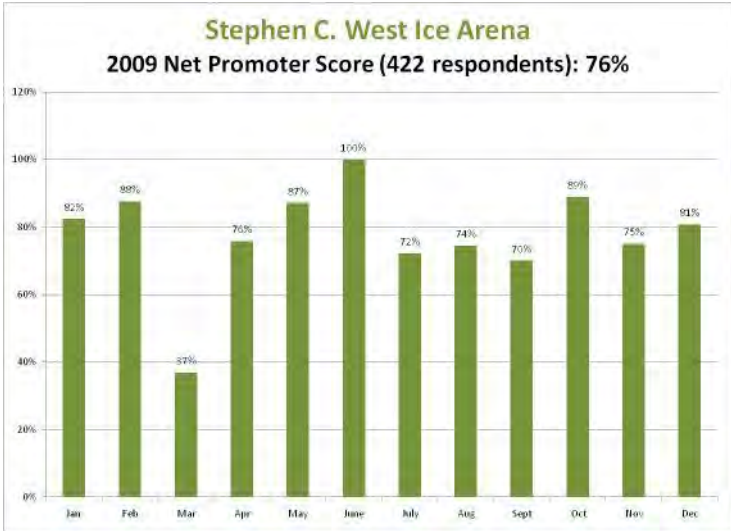
Company	NPS
USAA	81%
Apple	78%
Amazon.com	71%
Trader Joe's	68%
Wegmans	67%
Costco	66%
eBay	65%
Facebook	65%
Jet Blue	64%
Google	63%

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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:

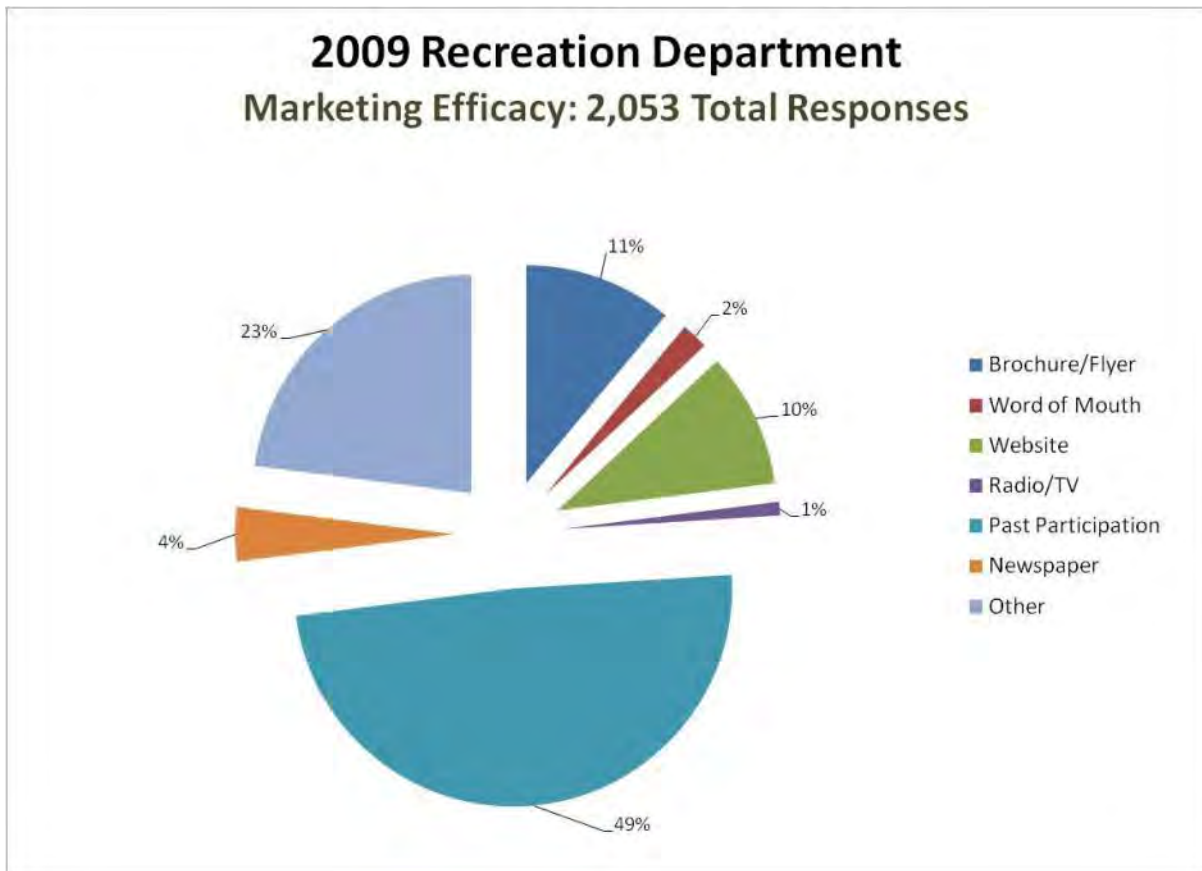
- City Market Coupons (annual coupon, roughly 70% visitor use) - \$2 off general admission or \$25 for a family of four: 303 coupons redeemed
- Summit Daily News (SDN) Coupon Saver in May - \$10 Off the purchase of an adult 25-Punch Pass: 13 coupons redeemed
- Valdoro Lodge Summer Coupon Book - \$25 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

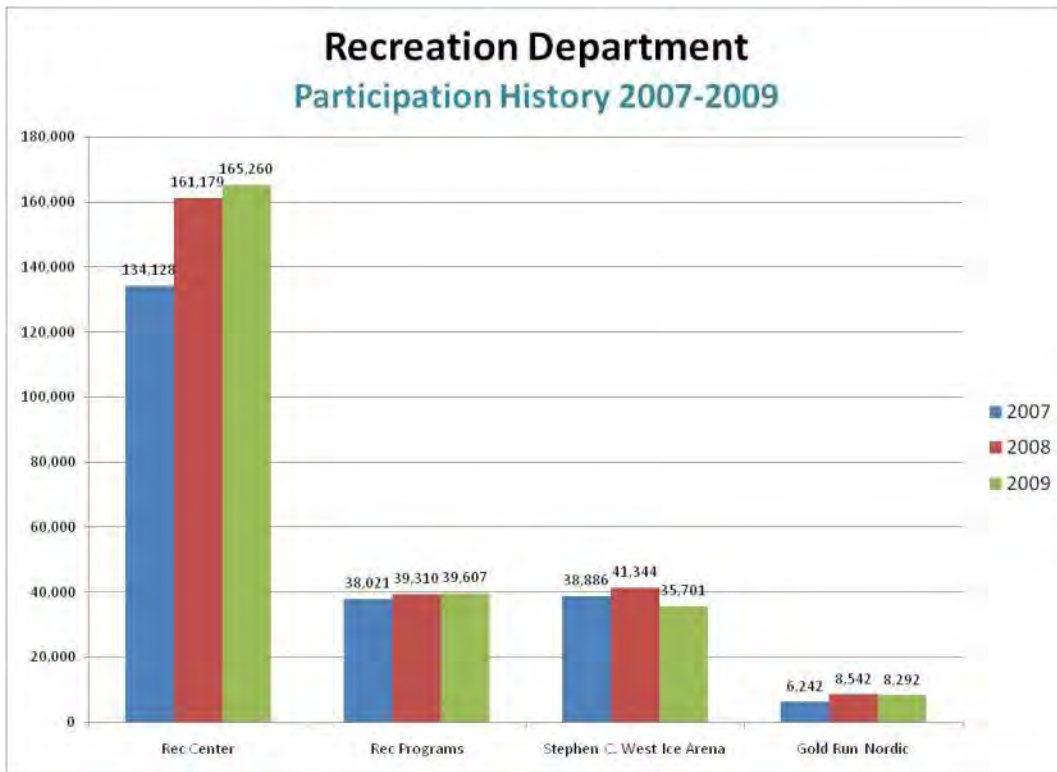
	Wednesday	Thursday	Friday	Saturday
1	2	3	4 Nordic Season Passes on sale NOW! (Gold, Silver, Bronze, Youth)	5
6	7	8	9	10 Bring a Friend for FREE Day (Free Admission with paid child. See web page)
11	12	13	14	15
16	17	18	19	20
21	22	23	24	25
26	27	28	29	30
31				

October 2009

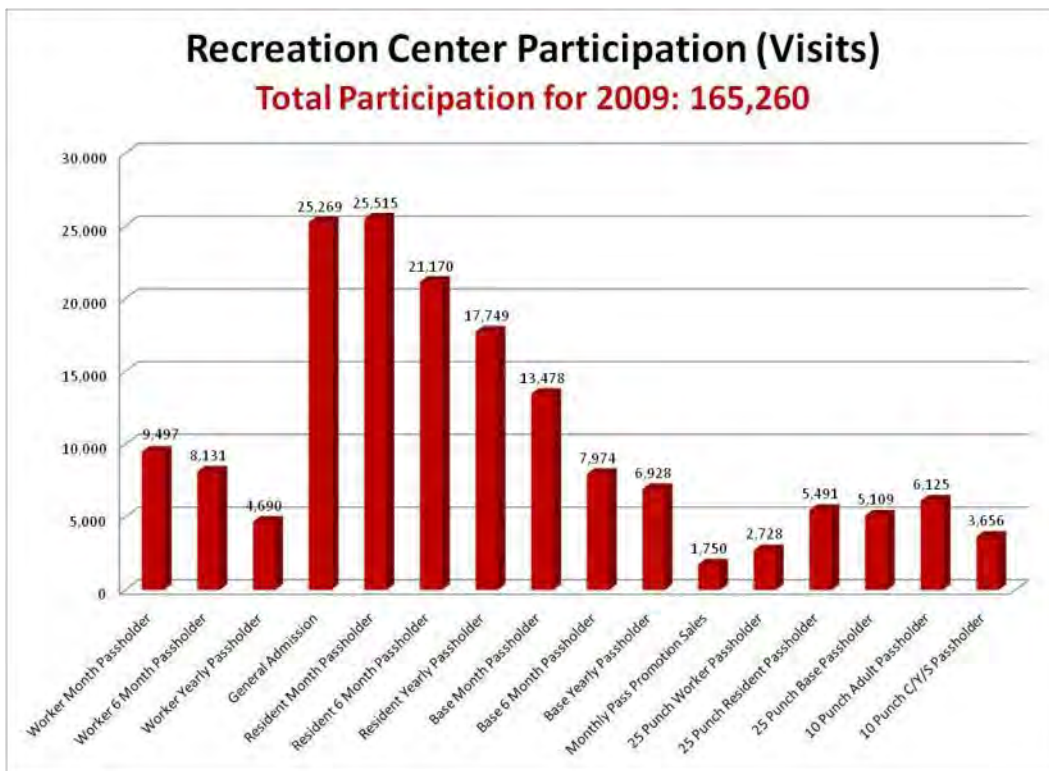
The department markets the recreational facilities, programs and services through a variety of resources. These include radio, local television, the Summit Daily News, the hotels and an assortment of print media. Information is provided in both print media and electronic formats, via the internet. It 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



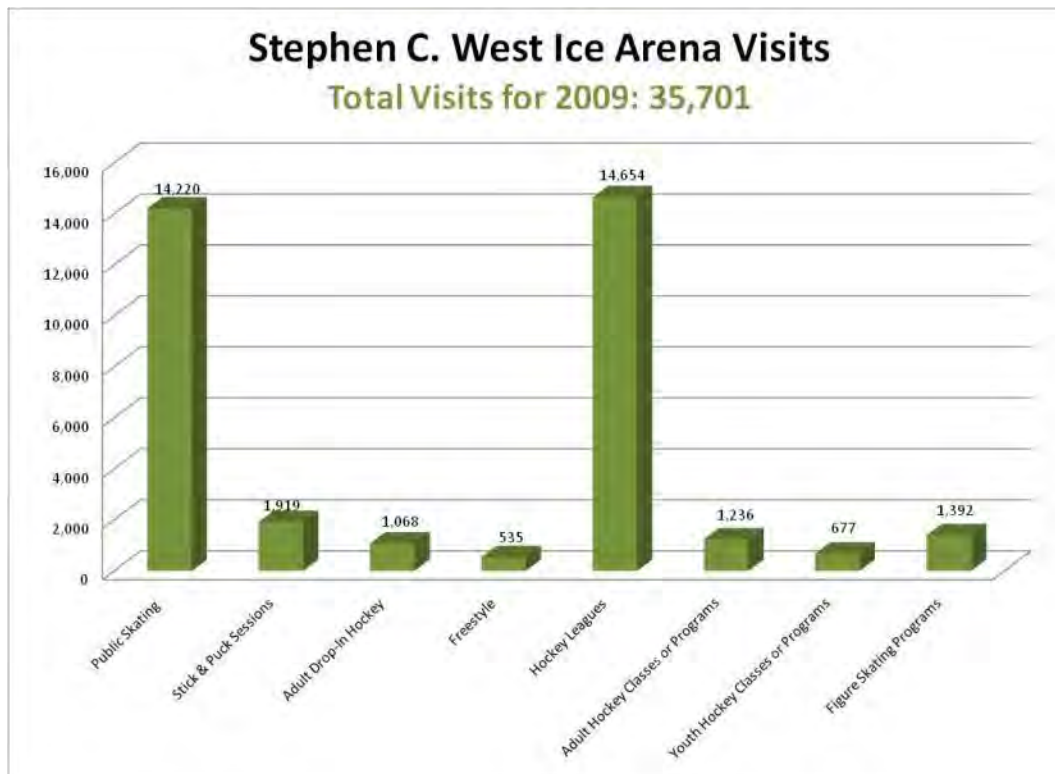
Recreation Center



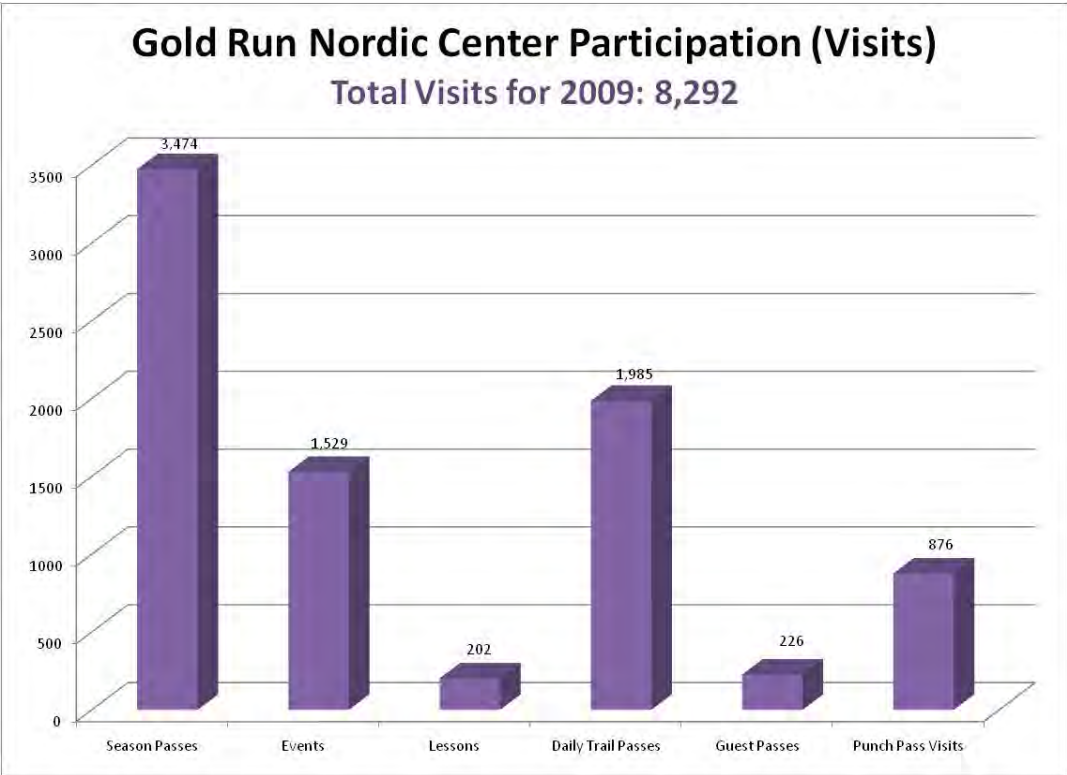
Recreation Programs



Stephen C. West Ice Arena

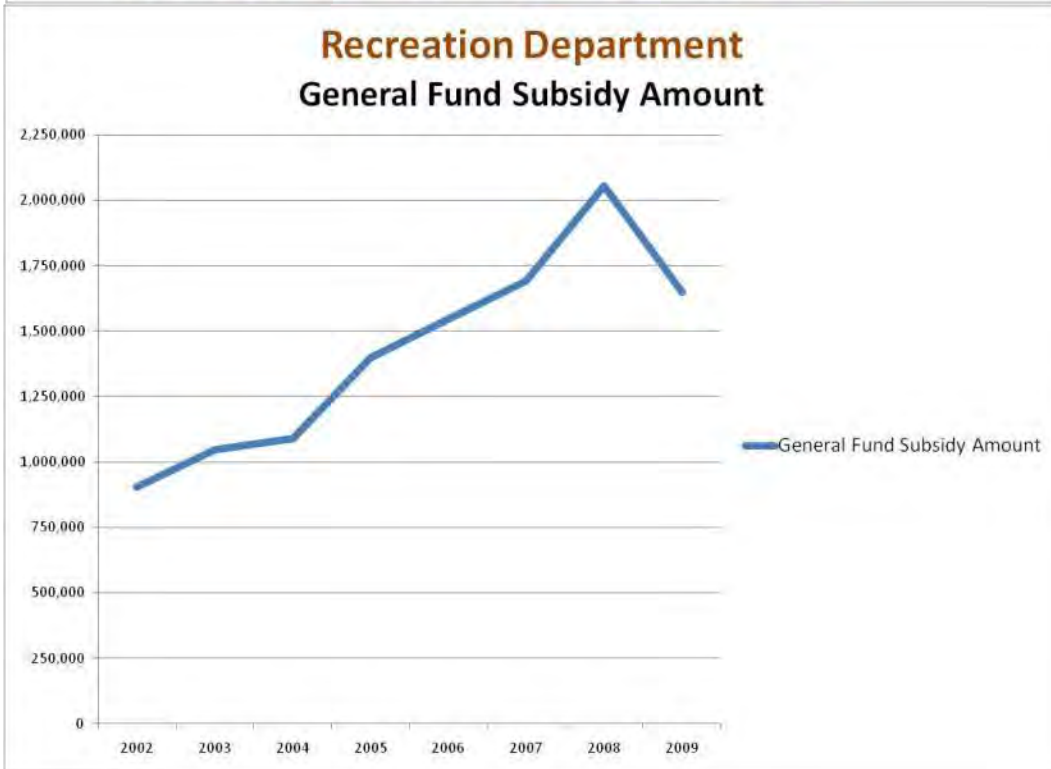
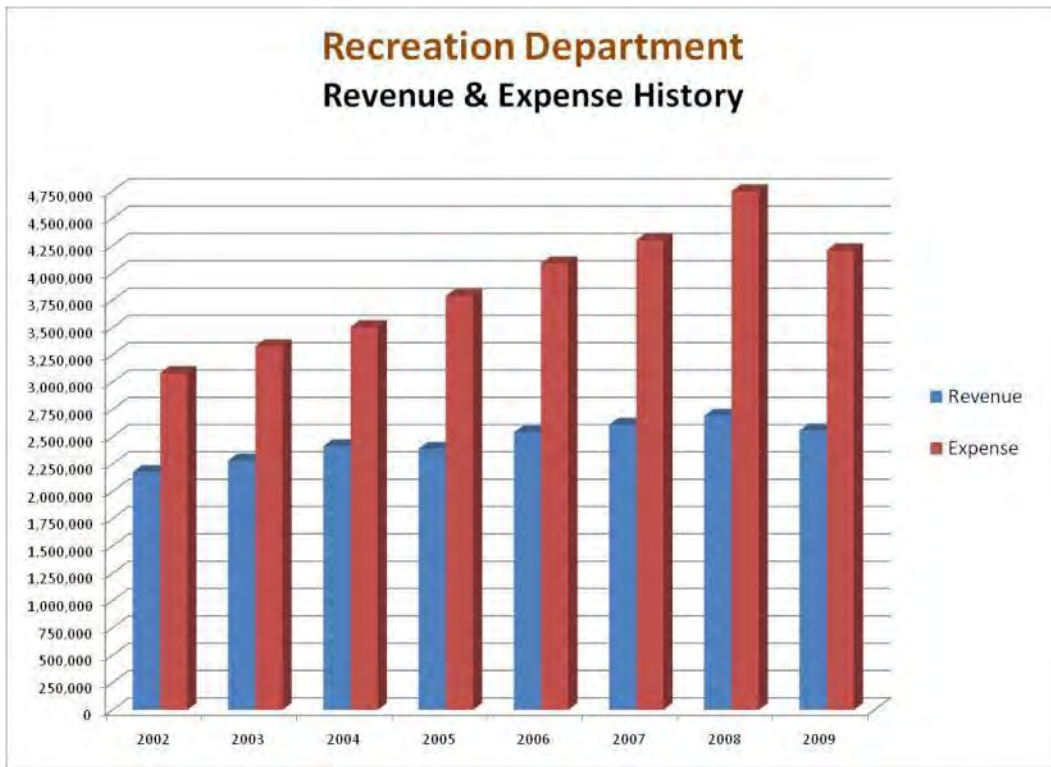


Gold Run Nordic Center

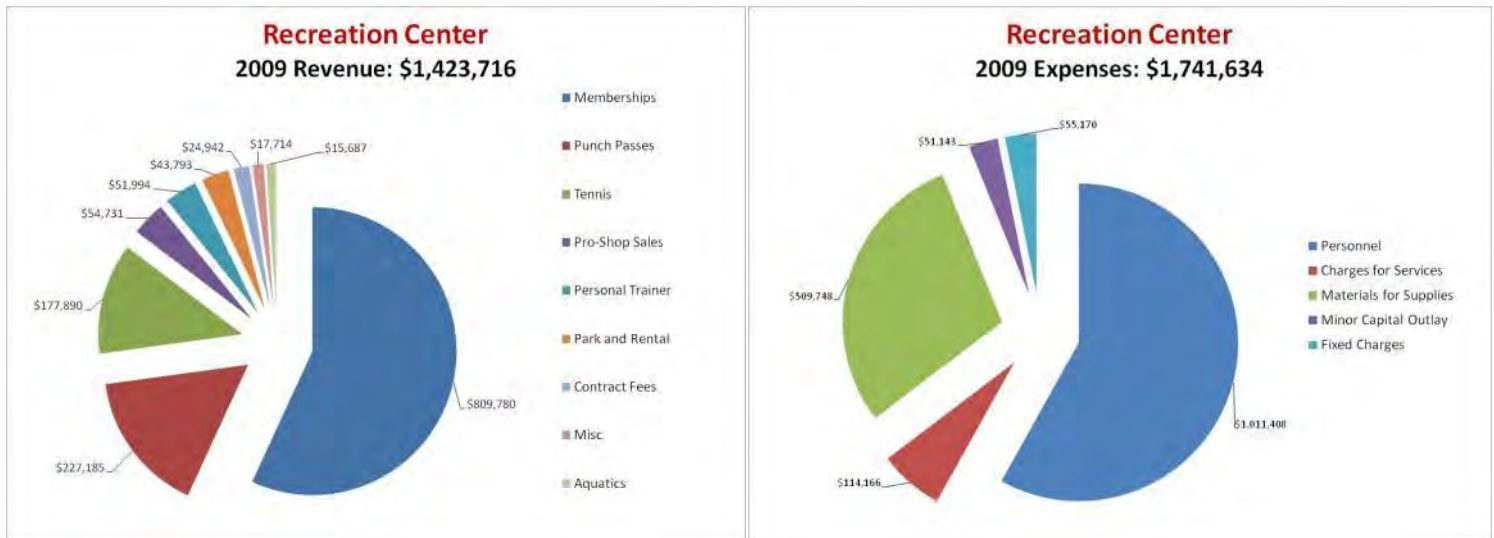


Finances

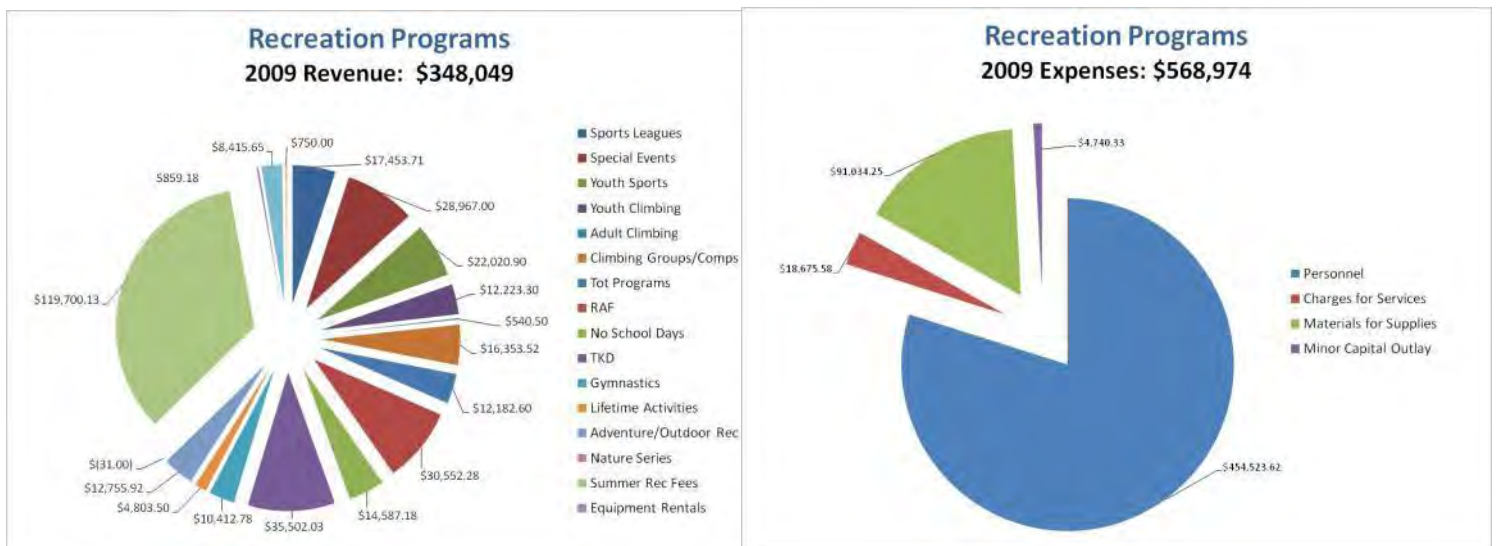
Recreation Department Overview



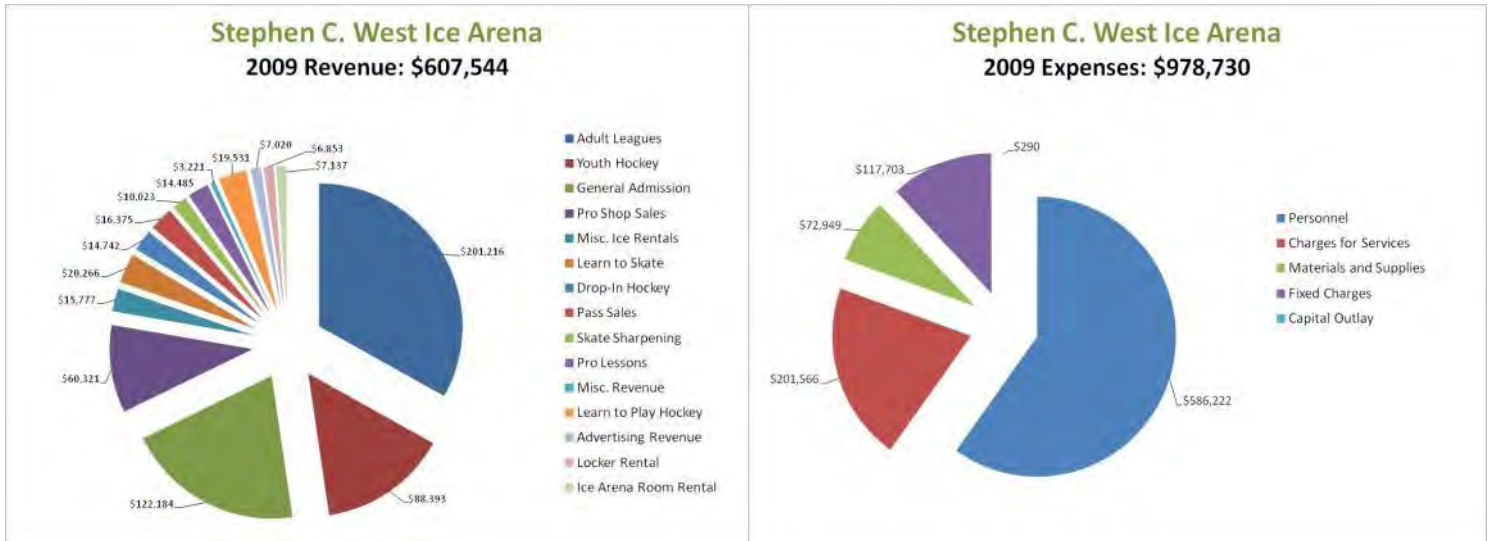
Recreation Center



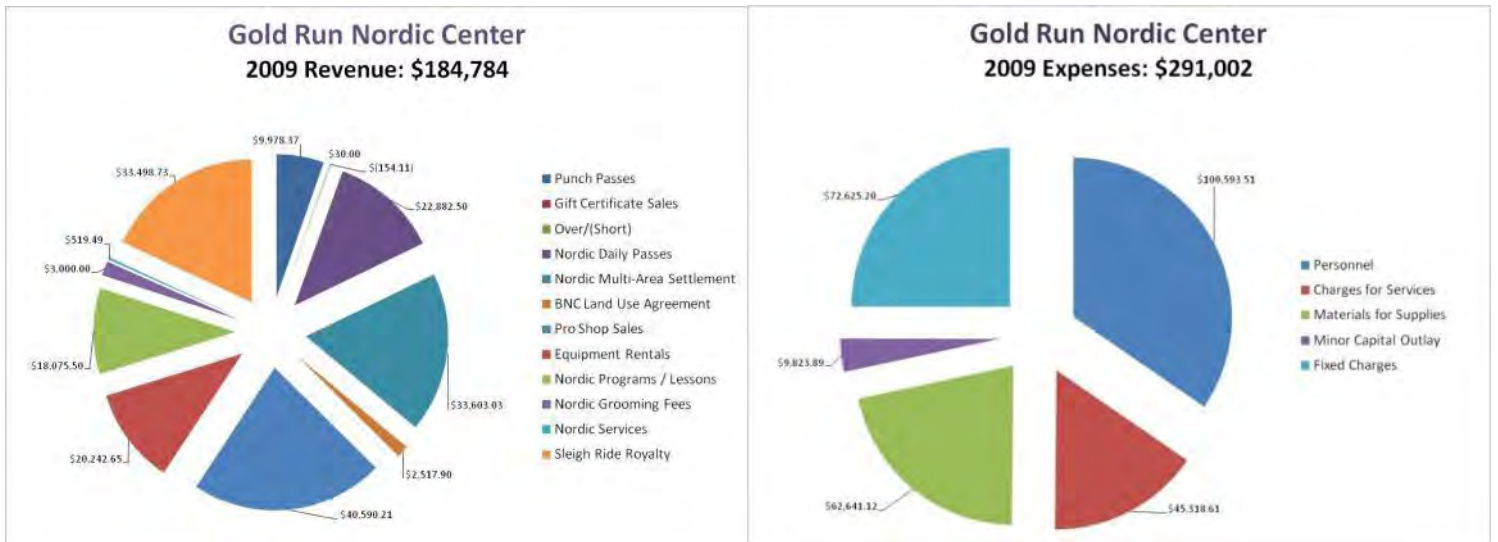
Recreation Programs



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

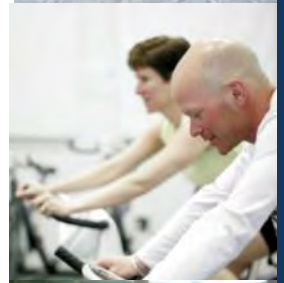
Number of miles of piping in concrete, under each sheet of ice, to keep the ice refrigerated: 12 miles

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.



MEMO

TO: Breckenridge Town Council
FROM: Laurie Best-Community Development Department
DATE: July 20, 2010 (for July 27, 2010 meeting)
RE: Childcare Programs-Overview

The purpose of this memo is to provide the Council with an overview of the Childcare Programs that were initiated in 2006 and 2007 by the Town of Breckenridge and to provide budget projections and recommended next steps for these programs.

Background:

In late 2006 the Town began working with a citizens committee comprised of local childcare professionals and providers. The purpose was to address childcare issues within the community, including:

- shortage of slots (wait lists in excess of 200 children)
- insufficient revenues for centers to cover expenses (rates that were perceived as affordable were not sufficient to cover costs so centers were operating on non-sustainable budgets and relying on fundraising events to cover operating expenses)
- inability of centers to compensate teachers and staff resulting in very high attrition that impacted the quality of care and efficiency of operations

As a result of the committee's recommendation, the Council endorsed a childcare plan that included several components:

- construction of Timberline Learning Center to add new childcare slots (Capital Budget)
- debt relief to existing centers to enable them to establish capital funds for upkeep and maintenance (Capital Budget)
- salary supplements to centers in order to provide for raises and benefit packages consistent with similar jobs-in return, the Centers agreed to gradually raise rates to cover expenses (Childcare Fund)
- scholarship program to provide financial assistance directly to cost-burdened families paying in excess of 10-15% of their gross income on childcare (Childcare Fund)

Budget:

The Town opted to fund these childcare initiatives through the Capital Budget for capital projects and to create a Childcare Fund for the salary supplements and scholarships. The Childcare Fund is part of the Housing Fund and it was established by implementing a property tax that had previously been approved by the voters. The property tax is used to pay a general obligation debt. Funds that were previously used to cover the general obligation debt were freed up and redirected to childcare. It is estimated that this will generate approximately \$6.6 million for these childcare programs from 2007 until it expires in 2013. When the scholarship program was launched in late 2007 it was difficult to project the demand/budget

and determine how long the fund could be sustained. With 2008 and 2009 actual figures and 2010 projections, we now have a better understanding of the demand and have created a proforma that assumes a 10% annual increase in expenses. The proforma indicates that the fund will be depleted around 2017.

Impacts/Issues:

Following is a summary of some of the impacts and outcomes as the programs have been implemented. Shortly after the implementation of the programs the economic decline began and that has impacted many aspects of childcare.

- The construction of Timberline Learning Center added 64 slots and eliminated the wait lists. Based on input from the local centers it appears that the available slots/capacity is more than adequate to cover the current demand. The current demand has been impacted by the economy and by the loss of approximately 7% of local jobs since 2007. As families drop days or usage the Centers appear to be operating at 70-75% of capacity where 90% would be ideal for cash flow and efficiencies.
- Employee retention has improved significantly as Centers utilize the salary supplements. Retention of experienced staff is important to the quality of the programs so the salary supplements have been viewed very favorably by the Centers. Initially the bulk of the Towns financial support was directed at salary supplements and most Centers granted immediate salary increases ranging from 15-23%. This addressed the salary discrepancies and increased wages comparable to other similar jobs. The Centers report that staff turnover related to pay is not the serious issue it was prior to 2007. The salary supplements are currently projected to expire in 2012 at which time all of the Towns contributions will go to the family scholarship programs.
- All of the Centers have created reserve plans and budgets. Cash flow related to lower enrollment continues to affect the ability of the Centers to maintain these budgets.
- Rates at the Centers have increased by about 34% from an average of \$42 day in 2007 to average of \$57 day.
- The scholarship program was launch in 2008 and is managed by Early Childhood Options (ECO) on behalf of the Town. The requests for scholarships have increased significantly as the Centers raise rates to cover true costs and the Centers accept more CCCAP families in their programs. The CCCAP families are very low income families who receive subsidy from the County/State. Because the County/State reimbursement rates do not cover the full rate, Centers did not accept many CCCAP families prior to the scholarship program. Because the scholarship program covers the gap between the County/State reimbursement rate and the enrollment fee Centers can now accept CCCAP families without taking the loss. This helps the families to access affordable quality care and also helps the Centers to maintain enrollment. However, since the average monthly scholarship to a CCCAP child is about \$300 per month compared to \$200 a month for non-CCCAP children there is some concern about our ability to fund scholarships for a variety of income levels up to 150% of AMI. While the number of CCCAP children only represents about 1/3 of the children in the program their scholarships represent almost half of the budget.

The total request for scholarships in 2010 also exceeded the funds that had been allocated, so it was necessary for ECO to reduce awards based on ranking of the following criteria:

- 1-Live and work in Upper Blue
- 2-Live in Upper Blue
- 3-Work in Upper Blue

Following is a summary of the scholarship program. Regardless of the award amount, the families are very grateful for the Town’s assistance and the program provides funding indirectly to the Centers.

Scholarship Program	# of Children	Total Scholarships-\$ Awarded	Requested-\$	CCCAP # children
2007				
2008	69	\$ 139,917		9
2009	142	\$ 297,520		36
2010	148	\$ 416,887	\$ 523,440	50
2011		\$ 450,000 projected		
2012		\$ 495,000 projected		
2013		\$ 544,500 projected		
2014		\$ 598,950 projected		
2015		\$ 658,845 projected		
2016		\$ 724,729 projected		
2017		\$ 797,202 projected		
Projected 2017 fund balance=\$ 503,378				

Recommended Next Steps/Summary:

Staff will continue to work with the Committee on issues related to these programs, in particular:

- Long term funding beyond 2017
- Possible CCCAP cap to insure availability of scholarships for a variety of income levels including middle class
- Work with ECO on implementation of the scholarship program, specifically the award calculations and criteria, ie:
 - is 10-15% the right goal?
 - how should awards be reduced when requests exceed budget-live and work?
 - how to coordinate scholarship increases with rate increases
- Tracking metrics regarding quality (teacher retention, quality ranking, class size)
- Cost reduction strategies by Centers
- Explore opportunities with the School District
- Continue working with the Centers as partners in childcare programs-outreach to Boards and families

I look forward to any comments from Council regarding this overview and the recommended next steps. Thank you.

	A	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
1	Childcare Fund Proforma (July 27, 2010)																							
2	Using 2007 and 2008 audited																							
3		Audited 2007		Audited 2008		Final 2009		Budget 2010		Projected 2011		Projected 2012		Projected 2013		Projected 2014		Projected 2015		Projected 2016		Projected 2017		Comments
59	III. Childcare																							
60	Beginning Balance	0.00		167,686.00		714,590.00		1,300,861.76		1,806,324.76		2,322,149.76		2,900,941.76		3,283,104.76		2,684,154.76		2,025,309.76		1,300,580.76		
61	Expenditures																							
62	Childcare Scholarships	15,000.00		139,917.50		297,520.20		416,887.00		450,000.00		495,000.00		544,000.00		598,950.00		658,845.00		724,729.00		797,202.00		increase of 10% annually after 2010
63	Childcare Salary Supplements	154,795.00		260,361.84		209,956.00		160,570.00		115,241.00														
64	Childcare-VB start up and on-going building cost (insurance/maintenance)			95,500.00																				
65	Total Childcare Expenditures	169,795.00		495,779.34		507,476.20		577,457.00		565,241.00		495,000.00		544,000.00		598,950.00		658,845.00		724,729.00		797,202.00		
66																								
67	Revenue																							
68	Total Childcare Revenue	337,481.00		1,080,000.00		1,093,747.96		1,082,920.00		1,081,066.00		1,073,792.00		926,163.00		0.00		0.00		0.00		0.00		2013 is last year for Childcare Excise Transfer Expires in 2014
69	Year End Balance/Sustainability Reserve	167,686.00		714,590.00		1,300,861.76		1,806,324.76		2,322,149.76		2,900,941.76		3,283,104.76		2,684,154.76		2,025,309.76		1,300,580.76		503,378.76		additional Center budgeted in 2014 Capital Fund
70																								
71																								



MEMORANDUM

TO: Town Council

FROM: Julia Puester, AICP
Chris Neubecker, AICP

DATE: June 2, 2010 for meeting of July 27, 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 27th and looks forward to hearing from the Council on the proposed changes and recommendations.

MEMORANDUM

TO: Tim Gagen
FROM: Chris Kulick, Planner I
DATE: February 2, 2010 (for July 27, 2010 meeting)
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.

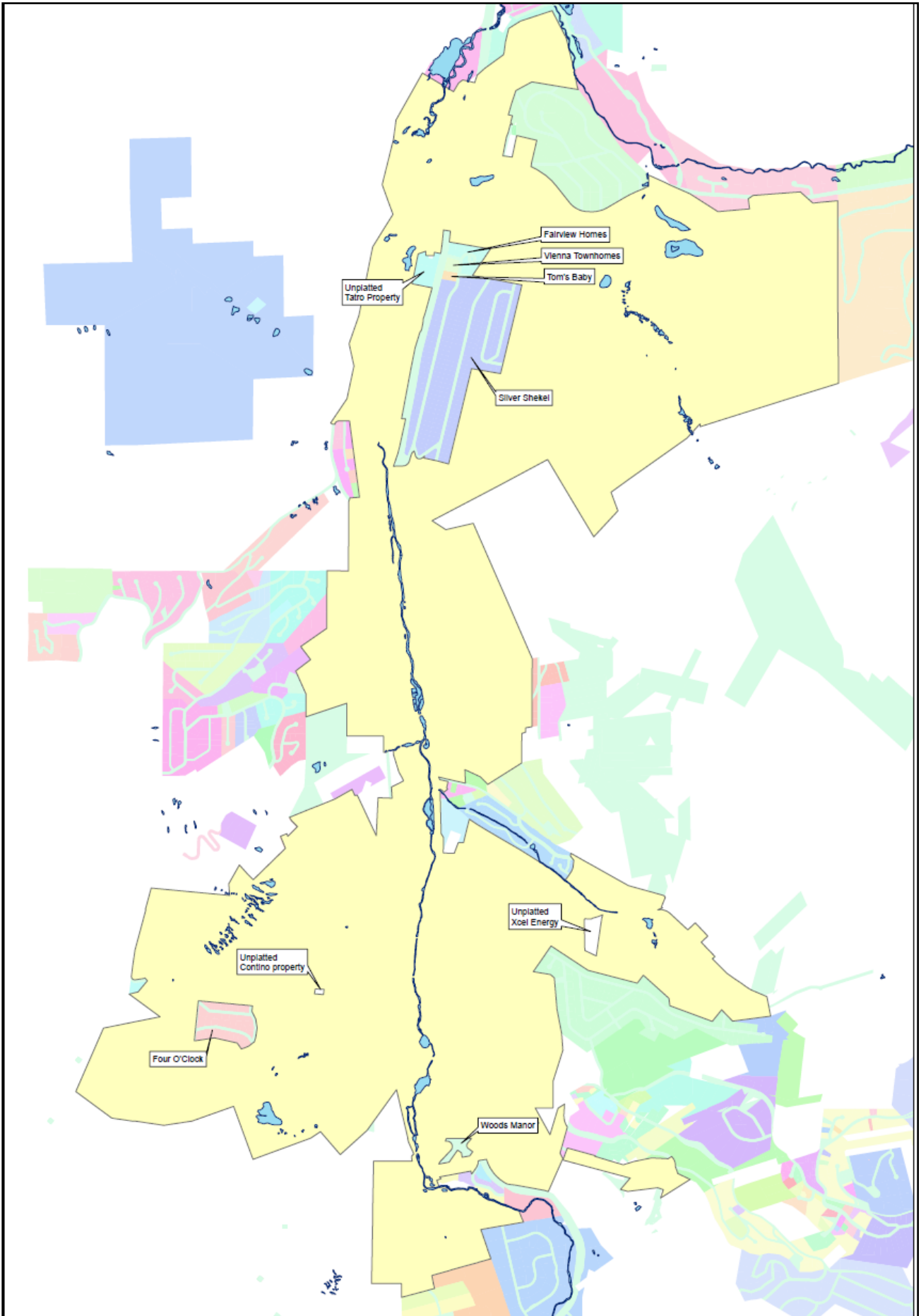
Woods Manor Condos – Woods Manor Condos is a 24 unit residential development situated on a 3.9 acre parcel of land adjacent to Maggie Placer, Ski and Racquet Condominiums, Amerind Townhomes and Village Point Townhomes. The complex was constructed in 1985. 18 units are owned by second home owners and 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



Memorandum

To: Town Council

From: Open Space Staff

Re: Open Space Master IGA

Date: July 27, 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 *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

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

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

7 2. Definitions. As used in this Agreement, the following terms have the following
8 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.

INTERGOVERNMENTAL 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

1 Space Parcels and all Jointly Acquired Open Space Parcels existing as of the
2 Effective Date of this Agreement. The failure to include a particular parcel of
3 land in either Exhibit "A" or Exhibit "B" is not a waiver of either Party's rights (if
4 any) with respect to such parcel.

5 4.2 By separate agreement entered into subsequent to this Agreement the Parties may
6 exclude any Jointly Funded Open Space Parcel or any Jointly Acquired Open
7 Space Parcel from the provisions of this Agreement, or modify this Agreement
8 with respect to any Jointly Funded Open Space Parcel or Jointly Acquired Open
9 Space Parcel.

10 4.3 This Agreement does not apply to any real property owned by either Party that is
11 neither a Jointly Funded Open Space Parcel or a Jointly Acquired Open Space
12 Parcel.

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

15 5.1 If the Parties agree to purchase a Jointly Funded Open Space Parcel, they will
16 agree upon:

- 17 (a) the Party who will take title to the Jointly Funded Open Space Parcel;
- 18 (b) the amount of money that will be contributed by the Contributing Party
19 toward the acquisition of the Jointly Funded Open Space Parcel;
- 20 (c) the date by which the money will be paid by the Contributing Party to the
21 Acquiring Party; and
- 22 (d) other matters deemed to be relevant to the acquisition of the Jointly
23 Funded Open Space Parcel.

24 5.2 The Acquiring Party will prepare all contract documents related to the acquisition
25 of the Jointly Funded Open Space Parcel.

26 5.3 The Acquiring Party will pay all closing costs related to the acquisition of a
27 Jointly Funded Open Space Parcel.

28 5.4 Title to a Jointly Funded Open Space Parcel will be taken solely in the name of
29 the Acquiring Party, and any title insurance policy for the Jointly Funded Open
30 Space Parcel will be issued solely to the Acquiring Party.

31 5.5 In exchange for the financial contribution made by the Contributing Party, the
32 Acquiring Party agrees to limit the future use of the Jointly Funded Open Space
33 Parcel to those uses agreed to by the Parties in the Open Space Management Plan.
34 If, for any reason, the Parties are unable to agree on the allowed uses of a Jointly
35 Funded Open Space Parcel, and to the extent the Open Space Management Plan

1 does not specify a permitted use, the Acquiring Party agrees that such parcel may
2 only be used for public open space and recreational purposes, including, but not
3 limited to, hiking, cross-country skiing, bicycling, snow-shoeing, environmental
4 reclamation/remediation, and fishing access. The uses enumerated in the
5 preceding sentence also include related work which may or may not require
6 disturbance of the surface of the property or construction of any structure on the
7 Property such as the construction or repair of parking areas, trailhead areas and,
8 paved bicycle paths, and soft surface trails.

9 5.6 If a Jointly Funded Open Space Parcel is being used by the Acquiring Party for a
10 use or uses other than those described in Subsection 5.5, such action will
11 constitute a default under this Agreement. The provisions of this Subsection 5.6,
12 and not the default provisions of Section 11 of this Agreement, will apply in such
13 circumstance. If the default is not cured within 30 days after written notice of the
14 default is given by the Contributing Party to the Acquiring Party, or if such
15 default cannot be completely cured within such 30 day period, if the Acquiring
16 Party does not commence correcting the default within the 30 day period and
17 thereafter correct the default with due diligence and good faith, the Acquiring
18 Party will, upon demand by the Contributing Party, refund the amount paid by the
19 Contributing Party in connection with the acquisition of the Jointly Funded Open
20 Space Parcel, together with interest calculated at a rate equal to the overall
21 percentage increase (if any) in the Consumer Price Index for All Urban
22 Consumers (CPI-U) for All Items for the Denver-Boulder, Colorado area
23 produced by the Bureau of Labor Statistics, or any successor index, from the
24 month of the payment by the Contributing Party to the month preceding the
25 refund of the such payment by the Acquiring Party. The amount repaid by the
26 Acquiring Party may never be less than the initial payment made by the
27 Contributing Party. The Acquiring Party will make any payment due to the
28 Contributing Party under this Section 5 within 60 days after the demand for
29 payment has been made by the Contributing Party. Upon receipt of all sums due
30 to it, the Contributing Party will execute such documentation as may reasonably
31 required by the Acquiring Party acknowledging receipt of such sums and, except
32 for indemnification obligations under Section 10, releasing all further claims
33 under this Agreement with respect to the Jointly Funded Open Space Parcel.

34 5.7 If this Agreement is terminated for any reason, the obligation of an Acquiring
35 Party to pay the Contributing Party as described in this Section 5 will continue to
36 be enforceable notwithstanding such termination.

37
38 5.8 If the Acquiring Party trades or sells a Jointly Funded Open Space Parcel, or any
39 portion thereof, to the United States Forest Service, or any other governmental
40 entity, the provisions of Subsection 5.11 do not apply. However, in such event the
41 Acquiring Party shall repay to the Contributing Party the amount paid toward the
42 acquisition of such parcel by the Contributing Party, together with interest on
43 such payment calculated in the manner described in Subsection 5.6

INTERGOVERNMENTAL AGREEMENT

1 termination of this Agreement, and continue to be enforceable thereafter in
2 perpetuity.

3 6.5 No Jointly Acquired Open Space Parcel may be sold except by the mutual
4 agreement of the Parties. The terms and conditions of any such sale shall be set
5 forth in a written contract approved by both Parties. Such contract will provide for
6 an agreed allocation of the net proceeds of the sale between the Parties.

7 6.6 If any parcel of Jointly Acquired Open Space is condemned by a party having the
8 lawful authority to do so, all landowner compensation, attorneys' fees, and costs
9 awarded or agreed to in connection with such condemnation action will be
10 divided equally between the Parties, unless otherwise agreed.

11 6.7 All matters related to the use, maintenance, and management of all Jointly
12 Acquired Open Space Parcels will be determined by mutual agreement of the
13 Parties in the Open Space Management Plan described in Section 7.

14 7. Open Space Management Plan.

15 7.1 From time to time throughout the Term of this Agreement the Parties will
16 develop, approve, fund, and implement one or more Open Space Management
17 Plans for the use, maintenance, and management of:

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

21 The Open Space Management Plans will be approved by the governing bodies of
22 both Parties and will be the controlling agreement for the use, maintenance and
23 management of all Jointly Acquired Open Space Parcels and those Jointly Funded
24 Open Space Parcels included in the plan, unless the plan is modified by mutual
25 agreement of the Parties. If there is a conflict between the terms of the Open
26 Space Management Plans and this Agreement, the terms of this Agreement shall
27 control.

28 8. Insurance.

29 8.1 Required Insurance. Throughout the Term of this Agreement the Town and the
30 County will each procure and maintain the following minimum insurance
31 coverages:

- 32 (a) workers' compensation insurance to cover obligations imposed by
33 applicable laws for any employee of the Town or County (as applicable).
- 34 (b) general liability insurance with limits of liability not less than the limits of
35 liability established from time to time by the Act. The policy must include

1 coverage for bodily injury, broad form property damage (including
2 complete operations), personal injury (including coverage for contractual
3 and employee's acts), blanket contractual, products, and completed
4 operations.

5 Such coverages will be procured and maintained with forms and insurers
6 reasonably acceptable to the other Party. All coverage will be continuously
7 maintained throughout the Term of this Agreement. In the case of any claims-
8 made policy, the necessary retroactive dates and extended reporting periods will
9 be procured to maintain such continuous coverage.

10
11 8.2 Deductibles. The Town and the County are each solely responsible for any
12 deductible amounts required to be paid under their own required insurance
13 policies described in Subsection 8.1.

14 8.3 Insurance Certificate. Each Party shall provide the other Party with a certificate of
15 insurance evidencing that policies providing the required coverages, conditions,
16 and minimum limits are in full force and effect. Such certificates shall be
17 provided within 10 days of the Effective Date of this Agreement, and on each
18 renewal or replacement of the required insurance policies throughout the Term of
19 this Agreement. The completed insurance insurances will be sent to the Parties at
20 the addresses provided in Section 12.

21 8.4 Open Space Not To Be Open To Public Use If No Insurance Coverage. If at any
22 time during the Term of this Agreement either the Town or the County fails to
23 procure or maintain policies providing the required coverages, conditions, and
24 minimum limits set forth above, no public use of any Jointly Acquired Open
25 Space Parcel will be permitted until such time as the required insurance policies
26 have been obtained. The failure of a Party to produce a certificate of insurance
27 evidencing that policies providing the required coverages, conditions, and
28 minimum limits are in full force and effect within 10 days of a written demand by
29 the other Party shall create a presumption that the required insurance policies are
30 not in full force and effect. This Subsection 8.4 shall not be deemed to create a
31 duty by either the Town or County to patrol or enforce any closure of a Jointly
32 Acquired Open Space Parcel.

33 9. Governmental Immunity. The Parties are each relying on, and do not waive or intend to
34 waive by any provision of this Agreement, the monetary limitations (presently \$150,000
35 per person and \$600,000 per occurrence) or any other limitation, right, immunity, defense
36 or protection otherwise available to Town and the County, and their officers,
37 representatives, agents and employees.

38 10. Mutual Indemnification.

39 10.1 Indemnification By Town. The Town will indemnify and defend the County, its
40 officers, employees, insurers, and self-insurance pool against all liability, claims,

1 and demands, on account of injury, loss, or damage, including, without limitation,
2 claims arising from bodily injury, personal injury, sickness, disease, death,
3 property loss or damage, or any other loss of any kind whatsoever, arising out of
4 or in any manner connected with this Agreement, to the extent that such injury,
5 loss, or damage is caused by:

6 (a) the negligence or intentional wrongful act of the Town, or any officer,
7 employee, representative or agent of the Town; or

8 (b) the Town's breach of this Agreement,

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

16
17 10.2 Indemnification By County. The County will indemnify and defend the Town, its
18 officers, employees, insurers, and self-insurance pool against all liability, claims,
19 and demands, on account of injury, loss, or damage, including, without limitation,
20 claims arising from bodily injury, personal injury, sickness, disease, death,
21 property loss or damage, or any other loss of any kind whatsoever, arising out of
22 or in any manner connected with this Agreement, to the extent that such injury,
23 loss, or damage is caused by:

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

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

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

34
35 10.3 Indemnity Subject To Act. The obligation of a Party to indemnify and defend the
36 other Party pursuant to this Section 10 is expressly subject to any applicable
37 limitation or provision of the Act or any other law providing similar limitations or
38 protections.

39 10.4 Indemnity For Worker's Compensation Claims.

INTERGOVERNMENTAL AGREEMENT

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

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

7 10.5 Survival. The obligation of a Party to indemnify and defend the other Party
8 pursuant to this Section 10 will survive the termination of this Agreement, and
9 will continue to be enforceable thereafter until such obligations are fully
10 performed.

11 11. Default; Resolution Of Disputes.

12 11.1 Default. A default will exist under this Agreement if any Party violates any
13 covenant, condition or obligation required to be performed hereunder. If any
14 Party fails to cure such default within 20 business days after another Party gives
15 written notice of the default to the Defaulting Party, then, at the Non-Defaulting
16 Party's option, the Non-Defaulting Party may terminate this Agreement. In the
17 event of a default not capable of being cured within 20 business days, a
18 Defaulting Party will not be in default hereunder if it commences curing the
19 default within 20 business days after receipt of written notice of default from the
20 Non-Defaulting Party, and thereafter cures such default with due diligence and in
21 good faith. Notwithstanding any Party's right to terminate this Agreement for an
22 uncured default, this Agreement is subject to the rights of any Party to invoke the
23 remaining provisions of this Section 11.

24 11.2 Negotiation. Either Party may give the other Party written notice of any dispute
25 arising out of or related to this Agreement that is not resolved in the normal
26 course of business. The Parties will attempt in good faith to resolve any such
27 dispute promptly by negotiations between the Parties' Authorized
28 Representatives. Within 15 business days after receipt of said notice, Authorized
29 Representatives will meet at a mutually acceptable time and place, and thereafter
30 as often as they reasonably deem necessary, to exchange relevant information and
31 to attempt to resolve the dispute. If the matter has not been resolved within 60
32 business days of the notice of dispute, or if the Parties fail to initially meet within
33 15 business days, either Party to the dispute may initiate mediation of the
34 controversy as provided below.

35 11.3 Mediation. If the dispute has not been resolved by negotiation as provided above,
36 the Parties will endeavor to settle the dispute by mediation with a neutral third
37 Party. If the Parties encounter difficulty in agreeing on a neutral third Party, they
38 may each appoint a neutral third Party, such third Parties to appoint a neutral third
39 Party to mediate.

1 11.4 Arbitration. Any dispute arising out of or relating to this Agreement or the
2 breach, termination or validity hereof, which has not been resolved by the
3 methods set forth above within 60 business days of the initiation of mediation,
4 will be finally settled by binding arbitration conducted expeditiously in
5 accordance with the commercial arbitration rules of the American Arbitration
6 Association (or other rules as may be agreed to by the Parties) by a sole arbitrator.
7 The place of arbitration will be Breckenridge, Colorado. The arbitrator is not
8 empowered to award damages in excess of compensatory damages.

9 11.5 Provisional Remedies. The procedures specified in this Section 11 are the sole
10 and exclusive procedures for the resolution of disputes among the Parties arising
11 out of or relating to this Agreement; provided, however, that a Party may seek a
12 preliminary injunction or other provisional judicial relief if, in its judgment, such
13 action is necessary to avoid irreparable damage or to preserve the status quo.
14 Despite such action, the Parties will continue to participate in good faith in the
15 procedures specified in this Section 11.

16 11.6 Performance To Continue. Each Party is required to continue to perform its
17 obligations under this Agreement pending final resolution of any dispute arising
18 out of or relating to this Agreement.

19 11.7 Extension Of Deadlines. All deadlines specified in this Section may be extended
20 by mutual agreement.

21 11.8 Costs. Each Party will pay its own costs with respect to negotiation and
22 mediation. The prevailing Party in any arbitration or provisional judicial relief is
23 entitled to reimbursement from the other Party for all reasonable costs and
24 expenses, including attorney fees in connection with such arbitration or
25 provisional judicial relief.

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

29 If intended for Town to:

30
31 Town of Breckenridge
32 P.O. Box 168
33 150 Ski Hill Road
34 Breckenridge, Colorado 80424
35 Attn: Timothy J. Gagen, Town Manager
36 Telecopier number: (970)547-3104
37 Telephone number: (970)453-2251
38

39 with a copy in each case (which will not constitute notice) to:
40

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

10 If intended for County, to:

11
12 Board of County Commissioners
13 P.O. Box 68
14 Breckenridge, Colorado 80424
15 Attn: Gary Martinez, County Manager
16 Telephone number: (970)453-3401
17 Telecopier number: (970)453-3535
18

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

20
21 Jeff Huntley, Esq.
22 Summit County Attorney
23 P.O. Box 68
24 Breckenridge, Colorado 80424
25 Telephone number: (970)453-3407
26 Telecopier number: (970)454-3535
27

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

39 13. Annual Appropriation.

40
41 13.1 Town Appropriation. Notwithstanding anything herein contained to the contrary,
42 the Town's obligations under this Agreement are expressly subject to an annual
43 appropriation being made by the Town Council of the Town of Breckenridge in
44 an amount sufficient to allow Town to perform its obligations under this
45 Agreement. If sufficient funds are not so appropriated, this Agreement may be

1 terminated by either Party without penalty upon notice given in the manner
2 described in Section 12. The Town’s obligations under this Agreement do not
3 constitute a general obligation indebtedness or multiple year direct or indirect
4 debt or other financial obligation whatsoever within the meaning of the
5 Constitution or laws of the State of Colorado.

6 13.2 County Appropriation. Notwithstanding anything herein contained to the contrary,
7 the County’s obligations under this Agreement are expressly subject to an annual
8 appropriation being made by the Board of County Commissioners of Summit
9 County, Colorado in an amount sufficient to allow the County to perform its
10 obligations under this Agreement. If sufficient funds are not so appropriated, this
11 Agreement may be terminated by either Party without penalty upon notice given
12 in the manner described in Section 12. The County’s obligations under this
13 Agreement do not constitute a general obligation indebtedness or multiple year
14 direct or indirect debt or other financial obligation whatsoever within the meaning
15 of the Constitution or laws of the State of Colorado.

16 14. Third Parties. This Agreement does not confer upon or grant to any third party any right
17 to claim damages or to bring suit, action, or other proceeding against either the Town or
18 the County because of any breach of this Agreement, or because of any of the terms,
19 covenants, agreements and conditions contained in this Agreement.

20 15. Waiver. The failure of either Party to exercise any of its rights under this Agreement is
21 not a waiver of those rights. A Party waives only those rights specified in writing and
22 signed by either Party waiving its rights.

23 16. Independent Contractor. In connection with this Agreement each of the Parties acts as an
24 independent contractor (and not an agent or employee of the other Party), without the
25 right or authority to impose tort or contractual liability upon the other Party.

26 17. Applicable Law. This Agreement will be interpreted in all respects in accordance with
27 the laws of the State of Colorado.

28 18. Entire Agreement. This Agreement constitutes the entire agreement and understanding
29 between the Parties as to the subject matter of this Agreement, and supersedes any prior
30 agreement or understanding relating thereto.

31 19. Amendment. This Agreement may be modified or amended only by a duly authorized
32 written instrument executed by the Parties. No oral amendment or modification of this
33 Agreement is allowed.

34 20. Severability. If any of the provisions of this Agreement are declared by a final, non-
35 appealable judgment court of competent jurisdiction to be invalid, illegal or
36 unenforceable in any respect, the validity, legality and enforceability of the remaining
37 provisions of this Agreement will not in any way be affected or impaired thereby.

- 1 21. Section Headings. Section and subsection headings are inserted for convenience only
- 2 and in no way limit or define the interpretation to be placed upon this Agreement.

- 3 22. Authority. The individuals executing this Agreement on behalf of each of the Parties
- 4 represent to the other Party that they have all requisite powers and authority to cause the
- 5 Party for whom they have signed to enter into this Agreement, and to bind such Party to
- 6 fully perform its obligations as set forth in this Agreement.

- 7 23. No Adverse Construction. Both Parties acknowledge having had the opportunity to
- 8 participate in the drafting of this Agreement. This Agreement is not to be construed
- 9 against either Party based upon authorship.

- 10 24. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the Parties
- 11 and their respective successor governing boards.

- 12 25. Approval By Governing Boards or Other Authority. In accordance with Section 29-1-
- 13 203(1), C.R.S., this Agreement will not become effective unless and until it has been
- 14 approved by the governing bodies of both the Town and the County, or by such persons
- 15 as has the power to approve this Agreement on behalf of the Town and the County.

16 TOWN OF BRECKENRIDGE, a Colorado
 17 municipal corporation

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

23
 24 ATTEST:

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 28 _____
 29 Mary Jean Loufek, CMC,
 30 Town Clerk

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 32 BOARD OF COUNTY COMMISSIONERS OF
 33 SUMMIT COUNTY, COLORADO

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 35 By:
 36
 37 _____
 38 Chair

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ATTEST:

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

800-86/Master IGA_6 (Clean) (05-12-10)

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	Acquisition Price	Amount of Contributing Party's Contribution
Cucumber Gulch	TOB	SC	\$4,750,000	\$475,000
Curtis Property	TOB	SC	\$125,000	\$12,500
Fourmile Bridge	SC	TOB	\$250,000	\$25,000

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]**

Parcel Name or Description	Acquisition Price		
B&B Mining Claims	\$9,000,000		
Barney Ford Woods East	\$191,106		
Betz	Land Exchange		
Black Gulch	\$78,968		
Brill Wetlands	\$320,537		
Bruns	\$15,000		
Camp Bird	\$\$60,000		
Carpenter Placer	\$496,000		
Cleopatra Lodes & Summit Gulch	??		
Dash Warren/John Shock Claims	\$17,670		
Detroit Placer	\$202,000		
Esser Claims	\$584,850		
Galena Gulch/Morris	\$46,950		
Galena Mining Claims/Richards	\$76,000		
Golden Gate Placer	\$300,000		
Hardwick Claims	\$120,000		
Jordan/Loma Verde	\$62,500		
Key West (??)			
Kipp	\$3,759		
Lewis	8,400		
Levy	\$135,000		
Middle Fork Swan & Quandary	\$38,364		
Mission Enterprises	26,750		

MJ Lode	\$6,105		
Mt. Guyot	\$38,730		
Munshaw	\$158,000		
North and South Forks of the Swan	\$584,850		
Parkville Phase I	\$500,440		
Parkville Phase II	\$500,425		
Parkville Phase III	\$1,290,000		
Quandary Village Lots	\$480,000		
Ravan Lode	\$15,480		
Ridge #1	\$18,960		
Robertson	\$		
Robinson	\$112,400		
Sts John	\$38,363		
Summit Gulch Claims	\$122,400		
Swan River Valley Lot 12	\$350,000		
Waldbaum 1	\$133,076.05		
Waldbaum 2	\$17,670		
Weber	\$15,480		
White Cloud	\$60,000		
White Top Claims	\$7,740		
Williams	\$191,105		

MEMO

TO: Breckenridge Town Council

FROM: Laurie Best-Community Development Department

DATE: June 2, 2010 (for July 27, 2010)

RE: Block 11-Blue River Corridor Landscape Plan Improvements

In late 2008 a plan for the Blue River Corridor between Valley Brook Street and Coyne Valley was presented to the Town Council. The conceptual plan was developed by DTJ Design with input from the Community Development Department, Open Space and Trails, and the Public Works Department. The intent was to:

- create a long range plan for river corridor improvements that is integrated with the Block 11 Master Plan and responds to the needs of future residents on the Block 11 property (180-350 housing units)
- enhance the river corridor and the recreation path
- maintain opportunities for wildlife and fishing
- create a community-wide amenity and aesthetic entry to Town
- balance passive open space with active park space
- accommodate the Army Corps of Engineers project to realign the Blue River

Plan Overview

An overview of the Plan is included in your packet. The Plan includes approximately 44.15 acres with native vegetation and tree planting along the river banks/corridor, five bridges to provide river crossings, six distinct destination parks/sites, soft surface trails, and undisturbed areas. The parks and the bridges are strategically located to connect and integrate the future Block 11 neighborhoods, the CMC campus, other adjacent uses, the river, and trails. Staff will review the overall plan with Council during your worksession on June 8th.

There are several issues which would suggest the plan should be implemented in phases. The full cost for all 44.15 acres and all improvements was projected at approximately \$6 million. There are also on-going projects that impact the corridor including rock removal, utility relocation, and regrading on Block 11. A river realignment is also planned for the portion of the river adjacent to the CMC campus. The development of housing on Block 11 is not likely to start until at least 2013 and would take several years to build out. Additional negotiations with the School District are also required because they own property that is included in the Block 11 Plan and in the River Corridor Plan. Given these issues, the Council advised staff to look at an initial phase of tree planting within the corridor.

DTJ prepared a Phase 1 Tree Planting Option that includes approximately 336 trees planted throughout the corridor on both the east and west banks of the river. The Phase 1 Option is included in your packet and includes trees throughout the corridor with more dense planting just east of the Upper Blue

Elementary School and near the intersection of Coyne Valley and Highway 9. Staff estimates the cost for planting this initial phase at approximately \$150,000.

Summary

We are seeking Council feedback regarding this project and whether the initial tree planting estimated at \$150,000 should be included in the 2011 budget package for your consideration.

We are also seeking Council feedback in regard to which budget should be used when and if this project is funded. It is staff's recommendation that costs associated with the River Corridor Landscape Plan be split between the Housing Fund (for park areas), the Capital Improvement Budget (for corridor landscaping/bridges), and the Open Space and Trails (for trails). If Council agrees with this split, the first phase of tree planting (\$150,000) would be included in the Capital Improvement Budget as a corridor improvement.

We look forward to your comments and direction. Thank you.

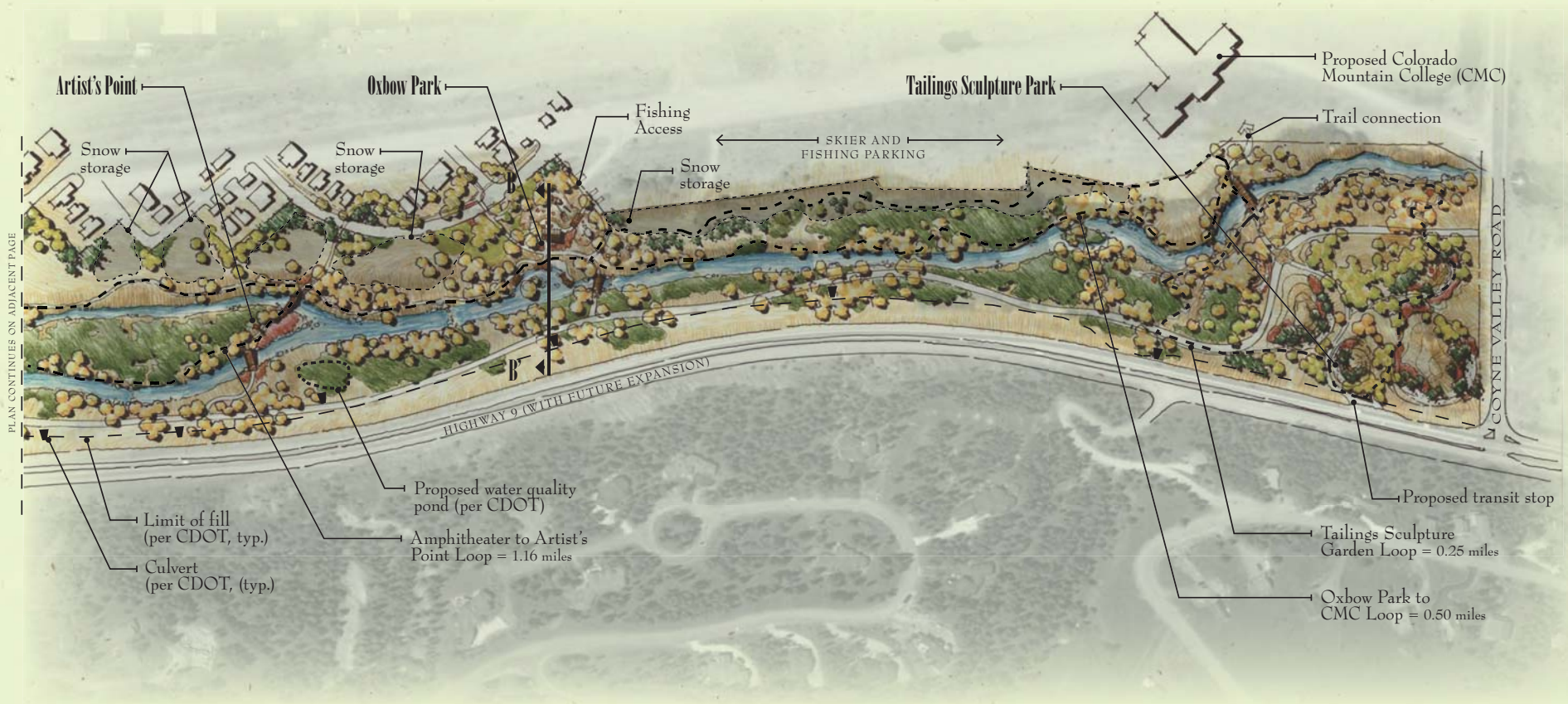
River Corridor Master Plan

The Master Plan demonstrates existing conditions and proposed improvements to the corridor.

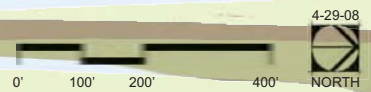


RIVER CORRIDOR MASTER PLAN TOWN OF BRECKENRIDGE BLUE RIVER CORRIDOR





RIVER CORRIDOR MASTER PLAN
 TOWN OF BRECKENRIDGE
 BLUE RIVER CORRIDOR



River Corridor Phase 1 Diagram

Potential improvements for the first phase may include tree plantings along the east and west banks of the river corridor and hardscape and softscape improvements to the Amphitheater, Artist's Point, or Tailings Sculpture Garden. See pages 14 and 15 for itemized cost for improvements.



PLAN CONTINUES ON ADJACENT PAGE

PHASE 1 OPTIONS TOWN OF BRECKENRIDGE BLUE RIVER CORRIDOR





PHASE 1 OPTIONS
 TOWN OF BRECKENRIDGE
 BLUE RIVER CORRIDOR





BRECKENRIDGE TOWN COUNCIL REGULAR MEETING
Tuesday, July 27, 2010; 7:30 p.m.

I	CALL TO ORDER and ROLL CALL	
II	APPROVAL OF MINUTES – July 13, 2010	100
III	APPROVAL OF AGENDA	
IV	RECOGNITION OF FORMER COUNCIL MEMBERS (Rob Millisor and Dave Rossi)	
V	COMMUNICATIONS TO COUNCIL	
	A. Citizen’s Comment - (Non-Agenda Items ONLY; 3 minute limit please)	
VI	CONTINUED BUSINESS	
	A. SECOND READING OF COUNCIL BILL, SERIES 2010 - PUBLIC HEARINGS	
	1. 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)	106
	2. 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)	111
VII	NEW BUSINESS	
	A. FIRST READING OF COUNCIL BILL, SERIES 2010	
	1. Council Bill No. 20, Series 2010 - AN ORDINANCE CONSENTING TO THE VOLUNTARY PARTICIPATION BY TOWN PROPERTY OWNERS IN SUMMIT COUNTY GOVERNMENT’S PROGRAM FOR THE INSTALLATION OF RENEWABLE ENERGY SYSTEMS AND ENERGY EFFICIENCY PROJECTS	114
	2. Council Bill No. 21, Series 2010 - AN ORDINANCE AMENDING ORDINANCE NO. 16, SERIES 2010, TO ALLOW FOR THE TRANSFER OF TOWN OF BRECKENRIDGE MEDICAL MARIJUANA DISPENSARY PERMITS; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH PERMITS MAY BE TRANSFERRED; DECLARING AN EMERGENCY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE OF THIS ORDINANCE	117
	B. RESOLUTIONS, SERIES 2010	
	1. A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SUMMIT COUNTY CONCERNING THE ADMINISTRATION OF THE “HELP! SUMMIT HOME ENERGY LOAN PROGRAM”	121
	2. A RESOLUTION REQUESTING A CHANGE OF THE ACCESS CATEGORY OF A PORTION OF COLORADO HIGHWAY 9 WITHIN THE TOWN OF BRECKENRIDGE	132
	C. OTHER	
	1. NONE	
VIII	PLANNING MATTERS	
	A. Planning Commission Decisions of July 6, 2010	2
	B. Town Council Representative Report (Mr. Burke)	
IX	REPORT OF TOWN MANAGER AND STAFF*	
X	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)	
XI	OTHER MATTERS	
XII	SCHEDULED MEETINGS	135
XIII	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 13, 2010 Town Council Meeting to order at 7:35 p.m. The following members answered roll call: Mr. Mamula, Mr. Dudick, Mr. Joyce, Mr. Burke, Mr. Bergeron, Ms. McAtamney and Mayor Warner.

APPROVAL OF MINUTES – June 22, 2010

Mayor Warner indicated two corrections in Communications to Council. The first correction was on the second line, the second word “followed” should be changed to “follow.” Second, Steve Westley is a retired physician and should be addressed as Dr. Westley.

Mr. Burke remarked that Mr. Dudick’s initiated discussion regarding amusement/lift tax should be mentioned in the minutes. The minutes for June 22, 2010 shall read “Mayor Warner pointed out that Mr. Dudick’s numbers show an amusement tax (a tax on ticketed events, lift tickets, etc) would render about three times more than a lodging tax. It was felt that monies realized through an amusement tax should go towards ongoing sustainability of a town-wide need. Parking and Transportation were cited as examples. Mr. Dudick stated Vail Resorts realizes a discussion of an amusement tax will be coming in the future. They would be a key player in the discussion. Mr. Burke stated he is “okay” with the lodging tax now. He asked that a group be formed to study aspects and impacts of an amusement tax. The group should include key players. “

With no other changes or corrections to the meeting minutes of June 22, 2010, Mayor Warner declared they were approved.

APPROVAL OF AGENDA

Mr. Gagen indicated a deletion of Council Bill No. 17, Series 2010 - AN ORDINANCE AMENDING CHAPTER 12 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE CONCERNING EXTERIOR LIGHTING because it needs more work.

An Executive Session was added under Other Matters.

COMMUNICATIONS TO COUNCIL

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

Mr. Fred Kinat came reluctantly to discuss an increase to lodging tax. Mr. Kinat stated raising the lodging tax was one of the least opposed ways and the easiest apple to pick, but hard to sell to the guests paying \$1000.00 with another \$106.00 of lodging tax. He would like to see other businesses step up and not just have lodging be the sole contributor to the marketing fund. He is reluctant to join up, but thinks it is important.

Mayor Warner asked for his solution. Mr. Kinat stated that it would be better received by lodging if it was an across the board sales tax increase to share in the responsibility. A lot of the lodging company owners do not live in town and are not voters, and would have it “shoved down their throat.” Mayor Warner pointed out that they would not get to vote on a sales tax increase either.

Mayor Warner asked if he would agree they need a sustainable marketing fund. Mr. Kinat agreed the community feels it.

Mr. Sean McAlister, local attorney, spoke on behalf of medical marijuana dispensaries. He actively represents five of the six in town. He spoke on the state law, stating that dispensaries must have a permit. August 1st is the deadline for filing an application with the state. Due to the moratorium, his client Christopher Crumbliss, owner of Soul Shine, cannot sell his dispensary to a new owner because the license is non-transferrable. There are six dispensaries and two want to sell, but they cannot due to the interpretation of the ordinance. Christopher Crumbliss went through the licensing process, but had a felony charge two years ago for growing as a caregiver. He faced an eight year prison sentence, and he took a deal which is coming back to bite him and he cannot run the dispensary. He has permission to be a caregiver from the judge. But the state law created obstacles, including the residency requirement of December 15. There are problems allowing people to operate. Casey Trujillo would also like to sell and it is in a company’s name. He can sell as a company instead of the owner, and get by the moratorium. But Soul Shine cannot transfer prior to August 1. Mr. McAllister asked the Town Council to consider

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, JULY 13, 2010
PAGE 2**

adopting an amendment to allow for transfers of existing dispensaries. He would like to stress the intent to let the existing dispensaries continue, and not let in "thirty more". The existing two dispensaries he spoke of have invested in about \$10,000.00 dollars. If we do not do something for Crumbliss, he will lose his investment, and will have to grow in a basement. He has been a good tenant, and obtained a three-year lease, believing he could operate the dispensary. He is located next to Breck Auto Repair. They didn't know until June when the governor signed the bill, that it would be an absolute barrier. Until they talked to the Colorado Department of Revenue, they didn't know the felony would be this big of a problem.

Mr. Bergeron and Mr. Burke agreed that it was not the intention of the moratorium to disallow transfers of the business, but to cap the total number of dispensaries.

Mr. Berry explained that the original ordinance makes the permits non-transferrable. He stated the vision was that the new business owner would come in and apply. The owner of the business could see the business and the name on the license would not change. The business in question is a sole proprietorship, so the sale does not work. He mentioned the purpose of the moratorium was to get the number of dispensaries down to an acceptable amount, and not being able to transfer the dispensary licenses would get it down to the right number. He addressed Mr. McAllister's concern stating the Council could amend the ordinance, and include that it is all right to cancel an existing license, and add a new one, as long as the number of dispensaries does not go over the total number at the time of the moratorium.

The Council discussed the obstacles of an LLC/Sole owner, and how the intended new owner would obtain the license. Mr. Berry remarked that the new owner should make sure that they are able to make all application deadlines on the state level. He also stated that the Council needs to direct him to draft an ordinance that would allow the transfer to happen prior to the August 1 deadline.

The Mayor took a verbal vote of the Council. The vote was 7-0 to go forward with the amendment to the ordinance, allowing a transfer of license. Mr. Berry stated he could draft the ordinance for the next Town Council meeting.

Mr. Todd Barson asked for Town Council's endorsement for the 5th District Court judgeship. He passed out his resume and statement page that will be attached to his actual application. He stated the judgeship is a culmination of his efforts for his whole life. He attended Michigan State University and Detroit College of Law, where he went to school at night and worked for a judge. He believed he knew then he had a call to public service. He stated he has been in Breckenridge for eighteen years. He went back to Michigan to finish law school, has finished and dedicated his life to this community. His intent is to obtain this judgeship. He is forty-two, has a wife Rayleen, and children. He started with Dave Helmer's office, and then was in the district attorney's office for six years. He mentioned that the position is a District not a County position, for Clear, Summit, Lake and Eagle Counties. The position Judge Terry Ruckriegel is stepping down from is the Summit County Judgeship. He spoke about his family values wants to keep his family here. He talked about the lack of service to juveniles. He spoke about the booming population of Summit County families, and that some may be seen in the juvenile system. He spoke of the current system and how it is not serving the juveniles, and when they are seen are usually served by the least-experienced staff member. He spoke about showing the kids they are worthy even if they have come from bad families. He wanted to help teach them responsibility. He speaks about kids being victims of battling parents. He spoke that this is his main interest. He again spoke about his resume; he was a Mountain Mentor for fifteen years (his mentee went on to college), about coaching baseball and the importance of being part of the community. He attended the Keystone Science School leadership program. He has served as Town Prosecutor in Frisco, and Blue River. He is currently the Blue River Municipal Court Judge. It is experience. It has allowed him to attend the National Judicial College, another step to getting him the position, something no one else brings. He talked about his experience on both sides of the fence. He has had more jury trials than any other attorney in this county. He spoke about his leadership qualities, other attorneys come to him to talk about issues of things that are lacking. He talked about attorneys retiring because of the bad state of affairs. He talked about schools not taking tours of the Justice Center, and the system not being promoted and educated. He

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, JULY 13, 2010
PAGE 3**

assured the Council it is a goal that he aspires to for the next twenty-five years, not as a stepping stone but as a life achievement. He thanked the Council for listening, and hopes that they would consider the endorsement. Applications are due very soon, with certain letters and endorsements.

Mayor Warner stated this is the first time he has been approached for a Town Council endorsement and turned to Mr. Berry for advice. Is this something he takes under advisement? Mr. Berry said unfortunately there is no process. He knows there are other people interested that will also be making applications. He does not believe it is inappropriate. Mr. Barson needs a letter to go with his application.

Mr. Berry stated he has served on the board for three years and spoke about the process where they meet and interview candidates, and make a recommendation of three people to the governor who makes the appointment. Mr. Barson said there are two processes; one process is getting through the board, and the other is getting through the governor. He has met with every Chief of Police so far and has received their support with the exception of Chief Holman. He spoke to Summit County Advocates, Christine Scanlan, Dan Gibbs, and other judges. He stated he has spoken to everyone possible.

Mayor Warner asked when they would need a letter by. Mr. Barson said he would need it by July 25. Mayor Warner said he feels he is a good candidate, but they need to discuss it as a group first under advisement of Mr. Berry.

Mayor Warner closed the citizen's comments period.

B. Breckenridge Resort Chamber Report

John McMahon presented a plaque to Mr. Bergeron, as promised. He mentioned the survey that went out to all the businesses showing that 80% are in favor of some sustainable marketing. He spoke about looking forward to Oktoberfest and next winter. He spoke about looking to better animate the winter season, and the restaurant association. He reported on the advertising numbers for June with a tie in to revenue. He mentioned the 4th of July holiday was busy, but with less retail and less restaurant business. He remarked that Breckenridge Bike week was successful, and believes it will be a strong annual event. He mentioned the Annual Meeting is next week at One O'clock at One Ski Hill place, where Christine O'Donnell will give her perspective, and Mayor Warner will be there to talk about sustainable funding. He mentioned that he would come back and talk about Central Reservations in August, and there are better signs with occupancy trending up with a 42% increase in reservations in June. He added that group business is also starting to pick up. Lastly, he mentioned that Carly had joined the Colorado Tourism office.

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

Mr. Berry stated said if this ordinance is adopted it would amend the definition of “smoking” in the Town's Smoking Ordinance by incorporating the smoking of medical marijuana. By adopting the ordinance the smoking of medical marijuana would become illegal wherever the ordinance prohibits.

Mayor Warner opened the public hearing. No comments from the public were made. Mayor closed the public hearing.

Mr. Bergeron moved to approve 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 on second reading. Mr. Mamula seconded the motion. The motion passed 7-0.

NEW BUSINESS

A. FIRST READING OF COUNCIL BILL, SERIES 2010

1. Council Bill No. 18, Series 2010 – AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN TOWN-OWNED REAL PROPERTY TO THE

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
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PAGE 4**

SUMMIT HOUSING DEVELOPMENT CORPORATION, a Colorado non-profit corporation (Tracts 1, 2, and 3 Valley Brook Subdivision)

Mr. Berry remarked that this matter needs to be conveyed by ordinance or by election. At the appropriate time the Town is authorized to bring a copy of the deed to the authority before they enter into any contracts.

Mr. Bergeron moved to approve 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) on first reading. Mr. Joyce seconded the motion. The motion passed 7-0.

**2. 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)**

Mr. Berry stated that it is now apparent that the Town will not be able to make an agreement with the property owners, so this ordinance proposes to repeal the Entrada annexation ordinance.

Mr. Joyce moved to approve 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) on first reading. Mr. Mamula seconded the motion. The motion passed 7-0.

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)**

Mr. Berry indicated that two resolutions were adopted to approve agreements. Neither had been signed and it is important to repeal the Entrada annexation.

Mr. Bergeron moved to approve 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) on first reading. Ms. McAtamney seconded the motion. The motion passed 7-0.

**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**

Mr. Berry stated the Free Ride program receives federal funds, and the federal rules state the town needs to adopt the business plan. He has reviewed the plan and it meets the requirements of federal law. The resolution needs to be approved by Council so that the plan may be filed.

Ms. McAtamney moved to approve 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 on first reading. Mr. Mamula seconded the motion. The motion passed 7-0.

C. OTHER

None

PLANNING MATTERS

- A. Planning Commission Decisions of July 6, 2010
Seeing no objections to the consent calendar, it stands as submitted.
- B. Town Council Representative Report (Mr. Burke)

Mr. Burke spoke about his concern with the HERS rating (Home Energy Rating). He remarked that removing the lighting and appliances, and then rating the energy efficiency does not seem right. He feels it is sending the wrong message to rate the energy efficiency without the items (lighting and appliance) that use the most energy. He wants to know why they are going with the rating that way.

Mr. Joyce said the intent is to take out those items to qualify without them.

The Council discussed the points system, and how it has been abused in the past with employee housing points. Mr. Dudick stated that developers should not be discouraged from building employee housing type units within their development, when it is part of the town's mission. He stated they should not give points for it, but encourage it. If it is only used half the time for employee housing, it is better than no employee housing at all.

Mr. Mamula disagrees, and believes it needs to be discussed. The code needs to be redone for this issue.

Mr. Dudick and Mr. Mamula debated the parking issue in the historic district. The residents need to park in the back, since there is no on-street parking.

REPORT OF TOWN MANAGER AND STAFF

Mr. Gagen reported that the Engine #9 agreement is not available yet due to an issue with the \$7,500.00 testing of the hydrostatic boiler system. The agreement should be available next meeting. At this point he cannot recommend the Heritage Alliance move forward with the structure until the agreement is ready. The Town Council gave Mr. Gagen the authority to move forward when the agreement is ready.

REPORT OF MAYOR AND COUNCILMEMBERS*

A. CAST/MMC (Mayor Warner)

Mr. Gagen mentioned Hannah Lewchefskey from the Summit Prevention Alliance spoke at the MMC about ways to limit youth access to tobacco, and limited tobacco advertising. The Prevention Alliance would like to see a license to sell tobacco. Others in the MMC thought that this was a good idea.

Mr. Mamula mentioned the chop and drop of some trees and the wood chips everywhere.

B. Breckenridge Open Space Advisory Commission (Ms. McAtamney) -

Ms. McAtamney said they will meet next week, and are meeting early to go to the sustainability meeting.

C. BRC (Mr. Dudick) He did not attend the last meeting.

D. Summit Combined Housing Authority (Mr. Joyce) No meeting.

E. Breckenridge Heritage Alliance (Mr. Burke) Mr. Burke mentioned the Alliance is getting good donations for the Engine #9 shelter, and they don't want to lose momentum.

F. Sustainability Committee (Mr. Bergeron, Mr. Joyce, Mayor Warner)

Sustainable Breckenridge met on Wednesday, July 7. The turnout was 40-50 people. Breakout sessions were interesting, but the meeting norms were not closely followed. The Mayor mentioned he had spoken to Chris Kulick about the facilitator's reigning in control of the meeting next time. Ms. McAtamney asked if it is all right for Town Council Members to attend. Mr. Gagen said yes. The next meeting is Monday night, July 19. BOSAC will be there to discuss open space, and economics is a critical topic that will be discussed.

OTHER MATTERS

Mr. Gagen spoke on the code and the charter regarding resignations. The language says resignations are automatic. There is no rescinding; when J.B. Katz submitted her resignation it had to be accepted. Mr. Gagen recommended that based on the Town Code, the Town Council may allow her to resubmit, but not rescind.

Mayor Warner stated that the meeting norms from Kate Boniface are that non-emergent uses of electronic devices are not appropriate. He stated the policy should be put out to all board, authority and Council members within the Town.

Mr. Gagen reintroduced Todd Barson's request for Town Council endorsement. He mentioned that in the past no one has ever been endorsed. Others have come and spoke to Town Council, but have

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, JULY 13, 2010
PAGE 6**

never asked for an endorsement. The Council members discussed possible solutions to the issue, including who may or may not wish to endorse him.

Mayor Warner remarked they need to be unanimous. He stated he does not write letters, because he believes the six of them need to be behind him. He mentioned he chooses not to write things as the mayor, but as a dentist. The Mayor asked for a verbal vote on the matter. It was agreed that it is better to endorse individually, since one Council member did not know Mr. Barson.

Mr. Mamula stated that sewer taps are refunded by the sanitation district when a project is put on hold, and when the permit is extended the tap needs to be paid for again. The planning department may not be aware that the tap had been refunded. Mr. Gagen stated there should be a check list when they move forward. Mr. Berry said he didn't know it was the policy, and they need to be aware.

Mr. Bergeron spoke about the Sons of Norway. It was feel good government, unbelievable, well-attended, and well-received.

Mr. Bergeron remarked that Tomlinson should come before Council regarding forgiving his debt, so that the town could obtain the trail easement. Mr. Gagen said he would allow him to come in and ask.

Mr. Bergeron asked when the Lodge and Spa on Shock Hill was going to be re-vested, and mentioned the property should be deeded to the town.

The Council discussed the AT&T cell phone tower, that it was being moved in August to Beaver Run, which has applied for permits and filed the application.

Mr. Bergeron remarked that misinformation is running rampant regarding the Pellet Mill Plant being unable to check the air quality. Mr. Gagen said it is up but not fully operational because they are checking the sound level of the chipper.

SCHEDULED MEETINGS

At 9:30 p.m. Mr. Burke 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; Paragraph 4(b) of Section 24-6-402, C.R.S., relating to conferences with the Town Attorney for purposes of receiving legal advice with respect to specific legal questions; and Paragraph 4(e) of Section 24-6-402, C.R.S., relating to determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations; and instructing negotiators. Mr. Joyce seconded the motion.

Mayor Warner stated: A motion has been made for the Town Council to go into an 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; Paragraph 4(b) of Section 24-6-402, C.R.S., relating to conferences with the Town Attorney for purposes of receiving legal advice with respect to specific legal questions; and Paragraph 4(e) of Section 24-6-402, C.R.S., relating to determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations; and instructing negotiators.

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

At 10:35 p.m. Mr. Mamula moved to reconvene in the regular meeting. Ms. McAtamney made the second. All members of Council were in favor of the motion.

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 10:35 p.m.

Submitted by Cathy Boland, Municipal Court Clerk.

ATTEST:

Mary Jean Loufek, CMC, Town Clerk

John Warner, Mayor

MEMO

TO: Breckenridge Town Council

FROM: Laurie Best-Community Development Department

DATE: July 20, 2010 (for July 27, 2010 meeting)

**RE: Ordinance to Transfer Valley Brook property to Summit Housing Development Corporation—
2nd Reading**

This ordinance is scheduled for second reading, and if approved the Mayor will be authorized to execute a special warranty deed transferring ownership of the Valley Brook Property to the Summit Housing Development Corporation (SHDC). According to the Development Agreement approved by the Council on June 8, 2010 the SHDC will construct the Valley Brook units in accordance with plans and specifications approved by the Town.

The Town Attorney will advise the Mayor when it is appropriate to transfer the ownership. We expect this will be between August 6th and August 9th and we expect the vertical construction of the first three buildings (13 units) to begin immediately thereafter. The transfer date is based on completion of the Town's Infrastructure Project by Stan Miller which is currently projected for July 30th and confirmation of substantial completion by the Town. The goal is to allow the SHDC to begin the Vertical Project as soon as possible in order to minimize winter conditions and deliver units to buyers around the end of the year.

Using the most current cost estimates, staff projects that the cash subsidy required by the Town for all 42 units in the Valley Brook project is approximately \$1,525,855. This projected subsidy represents the gap in project expenses (preconstruction/construction/sales expenses, etc) and the project revenue (sales proceeds). The entire cash subsidy is directed at the HUD low income units which are priced to be affordable to households earning less than 75% of the AMI. The 105% AMI units are projected to cash flow slightly. The current projection is significantly less than the \$2,616,142 cash subsidy requested by Mercy Housing in October 2009. It should be noted that the Town is making other contribution to the project in addition to the gap subsidy. This includes:

- 4.54 acre parcel-paid \$ 40,105 per acre (\$182,076)
- water PIFs (\$186,631 for 42 units)
- permit fees (estimate-\$96,000 for 42 units)
- sewer tap fees for 42 units (\$500,000 from Town/\$250,000 from Summit County)
- infrastructure completed by the Town (approx \$1 million-covered by DOLA grants)

It is expected that the construction contract between the SHDC and the General Contractor for the first phase (13 units) will be executed around the first of August and that the units will be completed and sold in late 2010 and early 2011 which would allow a second phase of the project to begin in Spring of 2011. At this time there are reservations on all 13 units in the first phase and on 16 units of the 20 units in the subsequent phase.

Recommendation: Staff recommends approval of the Ordinance to transfer the property. Staff will be available to discuss this project with the Council on July 27th.

1 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
2 BRECKENRIDGE, COLORADO:
3

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

5 A. In Section 29-26-101(1), C.R.S., the Colorado legislature has found and declared that:
6

7 1. “(i)t is in the public interest to maintain a diverse housing stock in order to
8 preserve some diversity of housing opportunities for the state’s residents and
9 people of low-and moderate-income.
10

11 2. A housing shortage for persons of low- and moderate-income is detrimental to
12 the public health, safety and welfare. In particular, the inability of such persons to
13 reside near where they work negatively affects the balance between jobs and
14 housing in many regions of state and has serious detrimental transportation and
15 environmental consequences.
16

17 B. The determinations made by the Colorado legislature in Section 29-26-101(1),
18 C.R.S., are applicable to the need for affordable housing within the Town of
19 Breckenridge.
20

21 C. In *Town of Telluride v. Lot 34 Venture, LLC*, 3 P.3d 30, 38 (Colo. 2000) the Colorado
22 Supreme Court found that the a municipality (along with the state) has a “significant
23 interest in maintaining the quality and quantity of affordable housing.”
24

25 D. There is an insufficient amount of affordable housing (also referred to as “attainable
26 housing”) within the Town of Breckenridge.
27

28 E. The development of an adequate supply of affordable housing within the Town of
29 Breckenridge is a top priority of the Town Council.
30

31 F. In an effort to address the lack of sufficient affordable housing within the Town the
32 Town Council has adopted a housing plan, and has committed significant amounts of
33 public resources, in the form of both public funds and the expenditure of substantial
34 amounts of Town staff time, to the development and implementation of a housing
35 strategy designed to make more affordable housing available to the citizens of the
36 Town.
37

38 G. The development of the affordable housing project described in “Valley Brook
39 Development Agreement” with the Summit Housing Development Corporation, a
40 Colorado non-profit corporation, will provide up to 42 affordable “for sale” housing
41 units that will significantly assist in the provision of affordable housing for people
42 who work within the Town and desire to live near where they work.
43

44 H. The development of the affordable housing project described in the Valley Brook
45 Development Agreement with the Summit Housing Development Corporation, a
46 Colorado non-profit corporation, will serve a substantial public purpose.

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

11 Section 3. When he has been advised by the Town Attorney that it is appropriate to do
12 so, the Mayor of the Town of Breckenridge is authorized, empowered, and directed to execute,
13 acknowledge, and deliver to Summit Housing Development Corporation, a Colorado non-profit
14 corporation, a special warranty deed. The deed shall convey to the Summit Housing
15 Development Corporation, a Colorado non-profit corporation, the following Town-owned real
16 property:

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

22
23 The special warranty deed shall be in a form approved by the Town Attorney.

24 Section 4. The special warranty deed described in Section 2 of this ordinance shall
25 provide that real property that is conveyed by the Town to the Summit Housing Development
26 Corporation, a Colorado non-profit corporation, shall be used only for the development of the
27 affordable housing project described in that Valley Brook Development Agreement
28 dated _____, 2010.

29 ~~Section 5. Ordinance No. _____, Series 2010, entitled “An Ordinance Authorizing The~~
30 ~~Conveyance Of Certain Town-Owned Real Property To Mercy Housing Colorado, a Colorado~~
31 ~~Non-Profit Corporation (Tract 1, Valley Brook Subdivision)”~~, is repealed.

32 Section 6. The Town Council hereby finds, determines and declares that it has the power
33 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
34 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

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

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

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
8
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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MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 19 (Repealing Entrada Annexation Ordinance)

DATE: July 19, 2010 (for July 27th meeting)

The second reading of the ordinance repealing the Entrada Annexation Ordinance is scheduled for your meeting on July 27th. 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 27***

2
3 ***NO CHANGE FROM FIRST READING***

4
5 COUNCIL BILL NO. 19

6
7 Series 2010

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

13
14 WHEREAS, on August 11, 2009 the Town Council adopted Ordinance No. 23, Series
15 2009, entitled “An Ordinance Annexing A Parcel of Land To The Town of Breckenridge”; and
16

17 WHEREAS, on October 27, 2009, the Town Council adopted Resolution No. 28, Series
18 2009 approving an Amended Annexation and Development Agreement with Entrada at
19 Breckenridge, Inc., a Colorado corporation; and
20

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

26 WHEREAS, the Amended Annexation and Development Agreement with Entrada at
27 Breckenridge, Inc., a Colorado corporation, approved by Resolution No. 28, Series 2009, has not
28 been signed and the Town Council has been informed and believes that such agreement will not
29 be signed by Entrada at Breckenridge, Inc., a Colorado corporation; and
30

31 WHEREAS, because the Amended Annexation and Development Agreement has not
32 been signed by Entrada at Breckenridge, Inc., a Colorado corporation, the Town Council finds
33 and determines that the terms and conditions under which the real property described in
34 Ordinance No. 23, Series 2009 was to be annexed to the Town have not been complied with; and
35

36 WHEREAS, Ordinance No. 23, Series 2009, and the accompanying annexation map
37 have not been filed as required by Section 31-12-113(1), C.R.S., and pursuant to Section 31-12-
38 113(3), C.R.S., the annexation of the property described in Ordinance No. 23, Series 2009, has
39 not become effective; and
40

41 WHEREAS, the Town Council further finds and determines that Ordinance No. 23,
42 Series 2009 should be repealed and the real property described therein not annexed to and made
43 a part of the Town of Breckenridge.
44

1 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
2 BRECKENRIDGE, COLORADO:

3
4 Section 1. Ordinance No. 23, Series 2009 is repealed. The Town Clerk is directed not to
5 file the annexation ordinance and map as described in Section 31-12-113, C.R.S.

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

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

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

16
17 TOWN OF BRECKENRIDGE, a Colorado
18 municipal corporation
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21
22 By _____
23 John G. Warner, Mayor
24

25 ATTEST:

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29 _____
30 Mary Jean Loufek, CMC,
31 Town Clerk
32

MEMO

TO: Breckenridge Town Council

FROM: Julia Puester, AICP

DATE: July 21, 2010 for meeting of July 27, 2010

RE: Resolution and Ordinance for HELP! Summit program-First readings

The Home Energy Loan Program (HELP! Summit) to loan money to residential property owners for the purchase and installation of energy efficiency measures at the owners' properties reached the first application deadline on July 15th. There were no qualifying applications made within the Town limits. The County received 10 applications. Although there was little response in the first round of funding, staff is hopeful that with a second round of funding that offers residents more time to have an energy audit completed and get bids for proposed qualifying work will produce more applications in the future. The timeframe of the first round of funding was shortened due to putting program details together and attempting to have the loans processed within the summer/fall building season.

Should the Town Council want to proceed with the HELP! Summit loan program, the Town needs to enter into an Intergovernmental Agreement with Summit County in order to allow the County to process the loans that would be paid back by participating property owners' property taxes over a period of 10 years. Under the current program parameters, High Country Conservation Center runs the program including homeowner workshops, accepting and reviewing the applications, the Town approves the loans and forwards approved loans to the County for payments and processing.

In addition, an ordinance has been prepared for first reading in which the Town consents to the voluntary participation of Town property owners in Summit County's program for energy efficiency improvements and renewable energy projects. This ordinance is required because the legal mechanism being used by the County to administer the loan program is a local improvement district (amounts due from borrowers are collected as part of tax bills), and state law does not allow a county's local improvement district to include land within a municipality without the municipality's consent by ordinance.

Staff will be available at the meeting to answer any questions that the Council may have.

1 **FOR WORKSESSION/FIRST READING – JULY 27**

2
3 COUNCIL BILL NO. ____

4
5 Series 2010

6
7 AN ORDINANCE CONSENTING TO THE VOLUNTARY PARTICIPATION BY TOWN
8 PROPERTY OWNERS IN SUMMIT COUNTY GOVERNMENT’S PROGRAM FOR THE
9 INSTALLATION OF RENEWABLE ENERGY SYSTEMS AND ENERGY EFFICIENCY
10 PROJECTS

11
12 WHEREAS, pursuant to Part 6 of Article 20 of Title 30, C.R.S., as amended, Summit
13 County, Colorado government has established a program, known as the “Help! Summit Home
14 Energy Loan Program”, to loan money to residential property owners for the purchase and
15 installation of energy efficiency measures at the owners’ properties (“County Program”); and
16

17 WHEREAS, pursuant to Section 30-20-603(1)(a), C.R.S., the County Program will be
18 made available to the owners of residential properties located within the corporate limits of the
19 Town only if the Town Council consents; and
20

21 WHEREAS, the Town Council finds and determines that it should give its consent to the
22 voluntary participation in the County Program by property owners within the Town; and
23

24 WHEREAS, the Town Council further finds and determines that giving its consent to the
25 voluntary participation by Town property owners in the County Program is in the best interests
26 of the residents and property owners of the Town.
27

28 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
29 BRECKENRIDGE, COLORADO:
30

31 Section 1. Pursuant to Section 30-20-603(1)(a), C.R.S., the Town of Breckenridge
32 consents to the voluntary participation by the owners of real property located within the
33 corporate limits of the Town in Summit County government’s “Help! Summit Home Energy
34 Loan Program.” Such participation shall be subject to all of the applicable terms and conditions
35 of Part 6 of Article 20 of Title 30, C.R.S., as amended, as well as the rules and requirements of
36 the “Help! Summit Home Energy Loan Program” established from time to time by Summit
37 County government.

38 Section 2. The officers and employees of the Town are directed to take such action as
39 may be necessary or reasonably required to implement this ordinance. All action previously
40 taken by the Town’s officers and employees with respect to the “Help! Summit Home Energy
41 Loan Program” is hereby ratified, confirmed, and approved.

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

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

3 Section 4. The Town Council hereby finds, determines and declares that it has the power
4 to adopt this ordinance pursuant to Section 30-20-603(1)(a), C.R.S., and the powers possessed by
5 home rule municipalities in Colorado.

6 Section 5. 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
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17
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19 By _____
20 John G. Warner, Mayor
21

22 ATTEST:

23
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26 _____
27 Mary Jean Loufek, CMC,
28 Town Clerk
29

MEMO

TO: Town Council

FROM: Town Attorney

RE: Emergency Ordinance Amending Medical Marijuana Moratorium Ordinance

DATE: July 19, 2010 (for July 27th meeting)

Enclosed is the emergency ordinance amending the Town's current Medical Marijuana Moratorium Ordinance. The changes to the current Moratorium Ordinance are shown in blacklined text.

The proposed ordinance amends the current Moratorium Ordinance to allow the Town Manager to issue a new medical marijuana dispensary permit in connection with the sale of an existing dispensary business under the following conditions:

1. the new permit must be issued by August 1, 2010 (recall that under HB1284 this is the deadline for holders of local dispensary permits to make application for a state license);
2. the new permit must be issued for the same physical location as described in the current Town permit;
3. contemporaneously with the issuance of the new permit the old permit must be surrendered and cancelled by the Town. This will keep the number of Town-issued dispensary permits fixed at the current level; and
4. the new permit holder must be fully qualified to hold the permit under the Town's current Medical Marijuana Dispensary Ordinance, and be entitled to the new permit but for the adoption of the recent Moratorium Ordinance.

Please note that the provisions of the proposed ordinance are to be repealed on August 2, 2010.

I hope this ordinance reflects the Council's goals .

Sean McAlister has been very helpful in notifying the current Town dispensaries of the Council's consideration of this ordinance. Sean has contacted Medicine Man, Breck Cannabis Club, Soulshine Organic Therapy, Alpenglow Botanicals, the Breck Loft, and Organix and advised them of the proposed ordinance. He also left a voice mail message about the proposed ordinance for Breck Organic Therapy on Airport Road, although they are not currently a client of his.

Recall that the Charter imposes special requirements on an emergency ordinance. These include a statement explaining the need for the adoption of the ordinance on an emergency basis. I have included what I believe to be appropriate language in Section 5 of the ordinance. Also, because the proposed ordinance is an emergency ordinance, it will require five affirmative votes to be adopted.

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

1 ***FOR WORKSESSION/ADOPTION AS EMERGENCY***
2 ***ORDINANCE – JULY 27***

3
4 Additions To The Current Medical Marijuana Dispensary Moratorium Ordinance Are
5 Indicated By **Bold + Dbl Underline**; Deletions By ~~Strikeout~~
6

7 COUNCIL BILL NO. ____

8
9 Series 2010

10
11 AN ORDINANCE AMENDING ORDINANCE NO. 16, SERIES 2010, TO ALLOW FOR THE
12 TRANSFER OF TOWN OF BRECKENRIDGE MEDICAL MARIJUANA DISPENSARY
13 PERMITS; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH
14 PERMITS MAY BE TRANSFERRED; DECLARING AN EMERGENCY; AND PROVIDING
15 FOR AN IMMEDIATE EFFECTIVE DATE OF THIS ORDINANCE
16

17 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
18 COLORADO:
19

20 Section 1. Section 2 of Ordinance No. 16, Series 2010 is amended so as to read in its
21 entirety as follows:

22 Section 2. Imposition of Temporary Moratorium on Applications For New Permits
23 Under The Town’s Medical Marijuana Dispensary Ordinance; Exception For New
24 Permits Issued Prior On or Before August 1, 2010 In Connection With the Sale
25 of An Existing Medical Marijuana Dispensary.
26

27 A. Upon the adoption of this ordinance a moratorium is imposed upon the
28 submission, acceptance, processing, and approval of all applications for new permits
29 to operate medical marijuana dispensaries under the Town’s Medical Marijuana
30 Dispensary Ordinance. During the moratorium period, the Town Manager and Town
31 staff shall not: (i) accept for filing any application for a new permit to operate a
32 medical marijuana dispensary under the Town’s Medical Marijuana Dispensary
33 Ordinance; or (ii) process, review, grant, deny or take any action with respect to any
34 application for a new permit to operate a medical marijuana dispensary under the
35 Town’s Medical Marijuana Dispensary Ordinance.
36

37 B. Notwithstanding Section 2(A) of this ordinance, on or before August 1, 2010
38 a new medical marijuana dispensary permit may be issued by the Town
39 Manager to the purchaser of an existing medical marijuana dispensary located
40 within the Town if: (i) the new permit is issued for the same physical location as
41 described in the existing Town permit; (ii) contemporaneously with the issuance
42 of the new permit the existing permit for such medical marijuana dispensary is
43 surrendered and cancelled by the Town; and (iii) the new permittee meets all of
44 the qualifications and requirements established in Chapter 14 of Title 4 of the
45 Breckenridge Town Code (the “Town of Breckenridge Medical Marijuana

1 Dispensary Ordinance”) and would be entitled to the issuance of a new
2 medical marijuana dispensary permit had the moratorium imposed by this
3 ordinance not been enacted. This Section 2(B) is repealed August 2, 2010.
4

5 Section 2. Except as specifically amended, Ordinance No. 16, Series 2010 shall continue
6 in full force and effect.

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

11 Section 4. The Town Council hereby finds, determines and declares that it has the power
12 to adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act,
13 Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal
14 zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)
15 Section 31-15-401, C.R.S. (concerning municipal police powers); (v) Section 31-15-501
16 (concerning municipal power to regulate businesses); (vi) Section 12-43.3-202(b)(II), C.R.S.;
17 (vii) the authority granted to home rule municipalities by Article XX of the Colorado
18 Constitution; and (viii) the powers contained in the Breckenridge Town Charter.

19 Section 5. The Town Council of the Town of Breckenridge hereby finds, determines, and
20 declares that an emergency exists and that this ordinance is necessary for the immediate
21 preservation of public property, health, welfare, peace or safety. HB10-1284 requires holders of
22 local medical marijuana dispensary licenses to make application to the State of Colorado for a
23 state-issued medical marijuana license by August 1, 2010. It has been brought to the attention of
24 the Town Council that one or more of the current holders of Town-issued medical marijuana
25 dispensary permits desire to sell their businesses prior to August 1, 2010 and the purchasers of
26 such businesses cannot submit the required application to the State of Colorado unless the
27 purchaser holds a Town-issued medical marijuana dispensary permit. The Town Council
28 determines that the moratorium imposed by Ordinance No. 16, Series 2010 should be modified
29 to allow for the transfer of an existing Town medical marijuana dispensary permit in connection
30 with the sale of a medical marijuana dispensary so long as there is no increase in the total
31 number of Town-issued medical marijuana dispensary permits; the sale of the business is
32 concluded prior to the August 1, 2010 deadline for state license applications established by
33 HB10-1284; and the new permit holder would have been entitled to the issuance of a medical
34 marijuana dispensary permit from the Town but for the existence of the moratorium imposed by
35 Ordinance No. 16, Series 2010. This matter was brought to the Town Council’s attention on July
36 13, 2010, and there is not sufficient time to allow for the consideration of this ordinance on a
37 non-emergency basis. The Town Council further determines that the adoption of this ordinance
38 as an emergency ordinance is in the best interest of the citizens of the Town of Breckenridge.

39 Section 6. Pursuant to Section 5.11 of the Breckenridge Town Charter this ordinance
40 shall take effect and be in full force upon adoption of this ordinance by the affirmative votes of at
41 least five (5) members of the Town Council.

1 Section 7. This ordinance shall be published in full within ten (10) days after adoption,
2 or as soon thereafter as possible, as required by Section 5.11 of the Breckenridge Town Charter.

3 ADOPTED AND APPROVED as an Emergency Ordinance this ___ day of _____, 2010.

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

10
11
12

By: _____
John G. Warner, Mayor

13 ATTEST:

14
15
16
17

Mary Jean Loufek, CMC,
Town Clerk

21 APPROVED IN FORM

22
23
24
25

Town Attorney

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

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

TOWN OF BRECKENRIDGE

By _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney date

1 *DRAFT June 29, 2010 DRAFT*

2
3 INTERGOVERNMENTAL AGREEMENT
4 (Administration of HELP! SUMMIT Home Energy Loan Program)
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 County has established a program to loan money to residential property
20 owners for the purchase and installation of energy efficiency measures at the owners' properties;
21 and
22

23 WHEREAS, pursuant to Section 30-20-603(1)(a), C.R.S., the County's energy efficiency
24 loan program will be made available to the owners of residential properties located within the
25 corporate limits of the Town; and
26

27 WHEREAS, the Town desires to include additional funds for the County's program to
28 provide loans to residential property owners within the Town limits; and
29

30 WHEREAS, the County desires to have the Town assist it with the administration of the
31 energy efficiency loan program as it applies to the owners of residential properties located within
32 the corporate limits of the Town, all as more fully set forth in this Agreement.
33

34 NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained
35 herein, and intending to be legally bound, the Parties agree as follows:
36

- 37 1. Authority. This Agreement is entered into pursuant to the authority granted by Article
38 XIV, Section 18(2)(a) of the Colorado Constitution, and Part 2 of Article 1 of Title 29,
39 C.R.S.
- 40 2. Definitions. As used in this Agreement, the following terms have the following
41 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

INTERGOVERNMENTAL AGREEMENT

amended throughout the Term of this Agreement.

Director: The Director of the Department of Community Development of the Town of Breckenridge, or such person's designee.

Program: The County's program to loan money to residential property owners for the purchase and installation of energy efficiency measures at the owners' properties, as amended from time to time throughout the Term of this Agreement.

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. Notwithstanding the stated Term of this Agreement, either Party may terminate this Agreement, without cause and without liability for breach, by giving the other Party not less than 30 days' prior written notice. Such notice must be given in the manner provided for in Section 8. Upon the giving of timely notice of termination, this Agreement will terminate as of the date of termination described in the notice of termination.

4. Town Assistance With Administration of Program

4.1 The Town will assist the County in the administration of the Program in accordance with the rules and regulations for the Program implemented from time to time by the County.

4.2 The specific duties and responsibilities to be performed by the Town in connection with the administration of the Program will be established from time to time by the Director and the County, but shall initially include:

INTERGOVERNMENTAL AGREEMENT

- 1 (a) verification of all Program loan approvals submitted by the owners of real
2 property located within the corporate limits of the Town; and
3
- 4 (b) the funding of approved loan applications submitted by the owners of real
5 property located within the corporate limits of the Town up to a maximum
6 total amount of \$100,000. The Town's obligation to provide funding of
7 approved Program loans under this Agreement shall not exceed \$100,000
8 unless additional funds are subsequently approved by the Town. Such
9 funds shall be paid to the County in the total amount approved by the
10 Town within 30 days following execution of loan documents by those
11 individuals approved by the Town.

12 5. Governmental Immunity. The Parties are each relying on, and do not waive or intend to
13 waive by any provision of this Agreement, the monetary limitations (presently \$150,000
14 per person and \$600,000 per occurrence) or any other limitation, right, immunity, defense
15 or protection otherwise available to Town and the County, and their officers,
16 representatives, agents and employees.

17 6. Mutual Indemnification.

18 6.1 Indemnification By Town. To the extent permitted by law, the Town will
19 indemnify and defend the County, its officers, employees, insurers, and self-
20 insurance pool against all liability, claims, and demands, on account of injury,
21 loss, or damage, including, without limitation, claims arising from bodily injury,
22 personal injury, sickness, disease, death, property loss or damage, or any other
23 loss of any kind whatsoever, arising out of or in any manner connected with this
24 Agreement, to the extent that such injury, loss, or damage is caused by:

25 (a) the negligence or intentional wrongful act of the Town, or any officer,
26 employee, representative or agent of the Town; or

27 (b) the Town's breach of this Agreement,

28 except to the extent such liability, claim or demand arises through the negligence
29 or intentional wrongful act of the County, its officers, employees, or agents, or the
30 County's breach of this Agreement. To the extent indemnification is required
31 under this Agreement, the Town agrees to investigate, handle, respond to, and to
32 provide defense for and defend against, any such liability, claims, or demands at
33 its expense, and to bear all other costs and expenses related thereto, including
34 court costs and attorney fees.
35

36 6.2 Indemnification By County. To the extent permitted by law, the County will
37 indemnify and defend the Town, its officers, employees, insurers, and self-
38 insurance pool against all liability, claims, and demands, on account of injury,

INTERGOVERNMENTAL AGREEMENT

1 loss, or damage, including, without limitation, claims arising from bodily injury,
2 personal injury, sickness, disease, death, property loss or damage, or any other
3 loss of any kind whatsoever, arising out of or in any manner connected with this
4 Agreement, to the extent that such injury, loss, or damage is caused by:

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

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

8 except to the extent such liability, claim or demand arises through the negligence
9 or intentional wrongful act of the Town, its officers, employees, or agents, or the
10 Town's breach of this Agreement. To the extent indemnification is required under
11 this Agreement, the County agrees to investigate, handle, respond to, and to
12 provide defense for and defend against, any such liability, claims, or demands at
13 its expense, and to bear all other costs and expenses related thereto, including
14 court costs and attorney fees.
15

16 6.3 Indemnity Subject To Act. The obligation of a Party to indemnify and defend the
17 other Party pursuant to this Section 6 is expressly subject to any applicable
18 limitation or provision of the Act, or any other law providing similar limitations
19 or protections.

20 6.4 Indemnity For Worker's Compensation Claims.

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

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

27 6.5 Survival. The obligation of a Party to indemnify and defend the other Party
28 pursuant to this Section 6 will survive the termination of this Agreement, and will
29 continue to be enforceable thereafter until such obligations are fully performed.

30 7. Default; Resolution Of Disputes.

31 7.1 Default. A default will exist under this Agreement if any Party violates any
32 covenant, condition or obligation required to be performed hereunder. If any
33 Party fails to cure such default within 20 business days after another Party gives
34 written notice of the default to the Defaulting Party, then, at the Non-Defaulting
35 Party's option, the Non-Defaulting Party may terminate this Agreement. In the
36 event of a default not capable of being cured within 20 business days, a
37 Defaulting Party will not be in default hereunder if it commences curing the

1 default within 20 business days after receipt of written notice of default from the
2 Non-Defaulting Party, and thereafter cures such default with due diligence and in
3 good faith. Notwithstanding any Party's right to terminate this Agreement for an
4 uncured default, this Agreement is subject to the rights of any Party to invoke the
5 remaining provisions of this Section 7.

6 7.2 Negotiation. Either Party may give the other Party written notice of any dispute
7 arising out of or related to this Agreement that is not resolved in the normal
8 course of business. The Parties will attempt in good faith to resolve any such
9 dispute promptly by negotiations between the Parties' Authorized
10 Representatives. Within 15 business days after receipt of said notice, Authorized
11 Representatives will meet at a mutually acceptable time and place, and thereafter
12 as often as they reasonably deem necessary, to exchange relevant information and
13 to attempt to resolve the dispute. If the matter has not been resolved within 60
14 business days of the notice of dispute, or if the Parties fail to initially meet within
15 15 business days, either Party to the dispute may initiate mediation of the
16 controversy as provided below.

17 7.3 Mediation. If the dispute has not been resolved by negotiation as provided above,
18 the Parties will endeavor to settle the dispute by mediation with a neutral third
19 Party. If the Parties encounter difficulty in agreeing on a neutral third Party, they
20 may each appoint a neutral third Party, such third Parties to appoint a neutral third
21 Party to mediate.

22 7.4 Arbitration. Any dispute arising out of or relating to this Agreement or the
23 breach, termination or validity hereof, which has not been resolved by the
24 methods set forth above within 60 business days of the initiation of mediation,
25 will be finally settled by binding arbitration conducted expeditiously in
26 accordance with the commercial arbitration rules of the American Arbitration
27 Association (or other rules as may be agreed to by the Parties) by a sole arbitrator.
28 The place of arbitration will be Breckenridge, Colorado.

29 7.5 Provisional Remedies. The procedures specified in this Section 7 are the sole and
30 exclusive procedures for the resolution of disputes among the Parties arising out
31 of or relating to this Agreement; provided, however, that a Party may seek a
32 preliminary injunction or other provisional judicial relief if, in its judgment, such
33 action is necessary to avoid irreparable damage or to preserve the status quo.
34 Despite such action, the Parties will continue to participate in good faith in the
35 procedures specified in this Section 7.

36 7.6 Performance To Continue. Each Party is required to continue to perform its
37 obligations under this Agreement pending final resolution of any dispute arising
38 out of or relating to this Agreement.

39 7.7 Extension Of Deadlines. All deadlines specified in this Section may be extended
40 by mutual agreement.

INTERGOVERNMENTAL AGREEMENT

1 7.8 Costs. Each Party will pay its own costs with respect to negotiation and
2 mediation. The prevailing Party in any arbitration or provisional judicial relief is
3 entitled to reimbursement from the other Party for all reasonable costs and
4 expenses, including attorney fees in connection with such arbitration or
5 provisional judicial relief.

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

9 If intended for Town to:

10
11 Town of Breckenridge
12 P.O. Box 168
13 150 Ski Hill Road
14 Breckenridge, Colorado 80424
15 Attn: Timothy J. Gagen, Town Manager
16 Telecopier number: (970)547-3104
17 Telephone number: (970)453-2251
18

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

20
21 Timothy H. Berry, Esq.
22 Town Attorney
23 Timothy H. Berry, P.C.
24 131 West 5th Street
25 P. O. Box 2
26 Leadville, Colorado 80461
27 Telephone number: (719)486-1889
28 Telecopier number: (719)486-3039
29

30 If intended for County, to:

31
32 Board of County Commissioners
33 P.O. Box 68
34 Breckenridge, Colorado 80424
35 Attn: Gary Martinez, County Manager
36 Telephone number: (970)453-3401
37 Telecopier number: (970)453-3535
38

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

40
41 Jeff Huntley, Esq.
42 Summit County Attorney
43 P.O. Box 68

INTERGOVERNMENTAL AGREEMENT

1 Breckenridge, Colorado 80424
2 Telephone number: (970)453-3407
3 Telecopier number: (970)454-3535
4
5

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

17 9. Annual Appropriation.
18

19 9.1 Town Appropriation. Notwithstanding anything herein contained to the contrary,
20 the Town's obligations under this Agreement are expressly subject to an annual
21 appropriation being made by the Town Council of the Town of Breckenridge in
22 an amount sufficient to allow Town to perform its obligations under this
23 Agreement. If sufficient funds are not so appropriated, this Agreement may be
24 terminated by either Party without penalty upon notice given in the manner
25 described in Section 8. The Town's obligations under this Agreement do not
26 constitute a general obligation indebtedness or multiple year direct or indirect
27 debt or other financial obligation whatsoever within the meaning of the
28 Constitution or laws of the State of Colorado.

29 9.2 County Appropriation. Notwithstanding anything herein contained to the contrary,
30 the County's obligations under this Agreement are expressly subject to an annual
31 appropriation being made by the County's Board of Directors in an amount
32 sufficient to allow the County to perform its obligations under this Agreement. If
33 sufficient funds are not so appropriated, this Agreement may be terminated by
34 either Party without penalty upon notice given in the manner described in Section
35 8. The County's obligations under this Agreement do not constitute a general
36 obligation indebtedness or multiple year direct or indirect debt or other financial
37 obligation whatsoever within the meaning of the Constitution or laws of the State
38 of Colorado.

39 10. Third Parties. This Agreement does not confer upon or grant to any third party any right
40 to claim damages or to bring suit, action, or other proceeding against either the Town or
41 the County because of any breach of this Agreement, or because of any of the terms,
42 covenants, agreements and conditions contained in this Agreement.

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

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INTERGOVERNMENTAL AGREEMENT

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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: _____
Robert French, Chair

ATTEST:

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



MEMORANDUM

TO: Town Council

FROM: Chris Neubecker and Shannon Smith

DATE: June 30, 2010 (for the July 27, 2010 meeting)

SUBJECT: Resolution to Request a Change to Access Category for Highway 9

As part of the approval of the Gondola Lots Master Plan, Vail Summit Resorts is required to apply for an access permit from the Colorado Department of Transportation (CDOT). This permit application has been submitted, and staff from Vail Summit Resorts and the Town of Breckenridge have met on several occasions with engineers from CDOT. However, as part of this application process, CDOT requires that the “appropriate local authority” pass a resolution to request a change to the access category for the portion of the highway from the round-about on the north to the intersection with Main Street on the south.

The current category of Highway 9 along Park Avenue is “Rural Arterial (R-A)”, which is the most restrictive category. All state highways automatically become designated as Rural Arterial (R-A) upon a swap with a local jurisdiction, as the Town did with Park Avenue several years ago. The current Rural Arterial (R-A) status of the highway limits the ability to add new access points, as proposed with the new transit access to Park Avenue. The proposed access category is “Non-Rural Arterial (NR-B)”, which is supported by Vail Summit Resorts, the Town Engineer and CDOT staff.

We recommend that the Town Council approve a resolution to formally request a change to the access category for Highway 9 from CDOT. Staff will be available during the work session to answer questions about this process.

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

2
3 A RESOLUTION

4
5 SERIES 2010

6
7 A RESOLUTION REQUESTING A CHANGE OF THE ACCESS CATEGORY OF A
8 PORTION OF COLORADO HIGHWAY 9 WITHIN THE TOWN OF BRECKENRIDGE
9

10 WHEREAS, the present access category of that portion of Colorado Highway 9 from MP
11 87.42 to MP 86.48 within the Town is “Rural Arterial (R-A)”; and
12

13 WHEREAS, Section 2.2(3) of the “Colorado State Highway Access Code” (2 CCR 601-
14 1) allows an “appropriate local authority” to request a change in the assigned category of a state
15 highway located within their jurisdiction by the adoption of an appropriate resolution; and
16

17 WHEREAS, the Town of Breckenridge is the “appropriate local authority” with respect
18 to the portion of Colorado Highway 9 located within the boundaries of the Town; and
19

20 WHEREAS, the Town Council of the Town of Breckenridge, acting at the
21 recommendation of the Town Engineer, believes that it would be consistent with the purpose of
22 Section 43-2-147, C.R.S., and the standards of the Colorado State Highway Access Code for the
23 access category of that portion of Colorado Highway 9 from MP 87.42 to MP 86.48 within the
24 Town to be changed from “Rural Arterial (R-A)” to “Non-Rural Arterial (NR-B)”; and
25

26 WHEREAS, the Town Council desires to request the Colorado Transportation
27 Commission to change the access category of that portion of Colorado Highway 9 from MP
28 87.42 to MP 86.48 within the Town to be changed from “Rural Arterial (R-A)” to “Non-Rural
29 Arterial (NR-B)”.

30
31 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
32 BRECKENRIDGE, COLORADO, as follows:
33

34 Section 1. The Town Council of the Town of Breckenridge requests the Colorado
35 Transportation Commission to change the access category of that portion of Colorado Highway 9
36 from MP 87.42 to MP 86.48 from “Rural Arterial (RA)” to “Non-Rural Arterial (NR-B)”. The
37 appropriate members of the Town staff are authorized and directed to submit a formal request for
38 such change to the Colorado Transportation Commission and the Colorado Department of
39 Transportation.

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

41 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2010.
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TOWN OF BRECKENRIDGE

By _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek,
CMC, Town Clerk

APPROVED IN FORM

Town Attorney Date



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 20th Admin Conf Room Council Training: Public Officials 11:45 – 2:00 pm
Thursday, July 22nd @ Chateau at Trapper’s Glen, 1065 4 O’Clock Road 1:00 – 2:00 pm
Council Meets w/Breckenridge Lodging Association to discuss Lodging Tax/Marketing Fund

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; 8:30am Breckenridge Resort Chamber; BRC Offices

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