



BRECKENRIDGE TOWN COUNCIL WORK SESSION
Tuesday, August 24, 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.*

		Page
3:00 – 3:15 p.m.	I <u>PLANNING COMMISSION DECISIONS</u>	2
3:15 – 3:45 p.m.	II <u>LEGISLATIVE REVIEW*</u>	
	Repeal of Entrada Annexation Ordinance	70
	Marketing Committee Ordinance	73
	Marketing Fund Ordinance	80
	Accommodation Tax Ballot Question	84
	2010 Model Traffic Code Ordinance	90
	CMC Liquor License Distance Restriction	119
	Website Publication Ordinance	122
	Lighting Ordinance	126
	Sale of Engine #111 to CHS	130
	Loan Agreement for Engine #9	142
	Amazing Grace Parking Variance	150
3:45 – 4:45 p.m.	III <u>OTHER</u>	
	July 4 th Arts Fair Location Recap	12
	AT&T Extension Request/Temporary Tower	38
	Facility Master Plan Update	39
	Power Purchase Agreement (PPA)	42
4:45 – 5:45 p.m.	IV <u>EXECUTIVE SESSION</u>	
5:45 – 6:00 p.m.	V <u>MANAGERS REPORT</u>	
	Public Projects Update	Verbal
	Housing/Childcare Update	Verbal
	Committee Reports	49
	Financials	50
6:00 – 6:15 p.m.	VI <u>PLANNING MATTERS</u>	
	Sustainable Breck Update	57
6:15 – 7:15 p.m.	VII <u>JOINT MEETING-BRECKENRIDGE HERITAGE ALLIANCE</u>	
	Dinner provided	

***ACTION ITEMS THAT APPEAR ON THE EVENING AGENDA** **60**

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: August 18, 2010

Re: Town Council Consent Calendar from the Planning Commission Decisions of the August 17, 2010, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF August 17, 2010:

CLASS C APPLICATIONS:

1. Hunter Residence, PC#2010043, 0095 Gold Run Road
Construction of a new single-family residence with 3 bedrooms, 3 bathrooms, 2,016 sq. ft. of density and 2,554 sq. ft. of mass for a F.A.R. of 1:10.92. Approved.
2. Slater Residence, PC#2010042, 189 Lake Edge Drive
Construction of a new single-family residence with 4 bedrooms, 4 bathrooms, 5,258 sq. ft. of density and 6,964 sq. ft. of mass for a F.A.R. of 1:3.78. Approved.
3. Eagle Ridge Townhomes Remodel, PC#2010044, 340-350 Broken Lance Drive
Exterior remodel to consist of: new siding on the entire building except the grade level of the east (back) elevation, all new 2X trim, natural moss-rock stone veneer base, natural moss-rock stone veneer chimneys, new wood faced garage doors, new wood railings with wrought iron balusters, new entry porches, and new compliant exterior light fixtures. Approved.

CLASS B APPLICATIONS:

1. Freeway Super Pipe, PC#2010045, Breckenridge Ski Resort Peak 8, 1599 Ski Hill Road
Re-grade slope of hill on upper part of Freeway trail to accommodate the required grade for a 22 foot competition half pipe and revegetate all disturbed soils. Approved.

HUNTER RESIDENCE
0095 GOLD RUN ROAD

SLATER RESIDENCE
189 LAKE EDGE DRIVE



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Breckenridge South

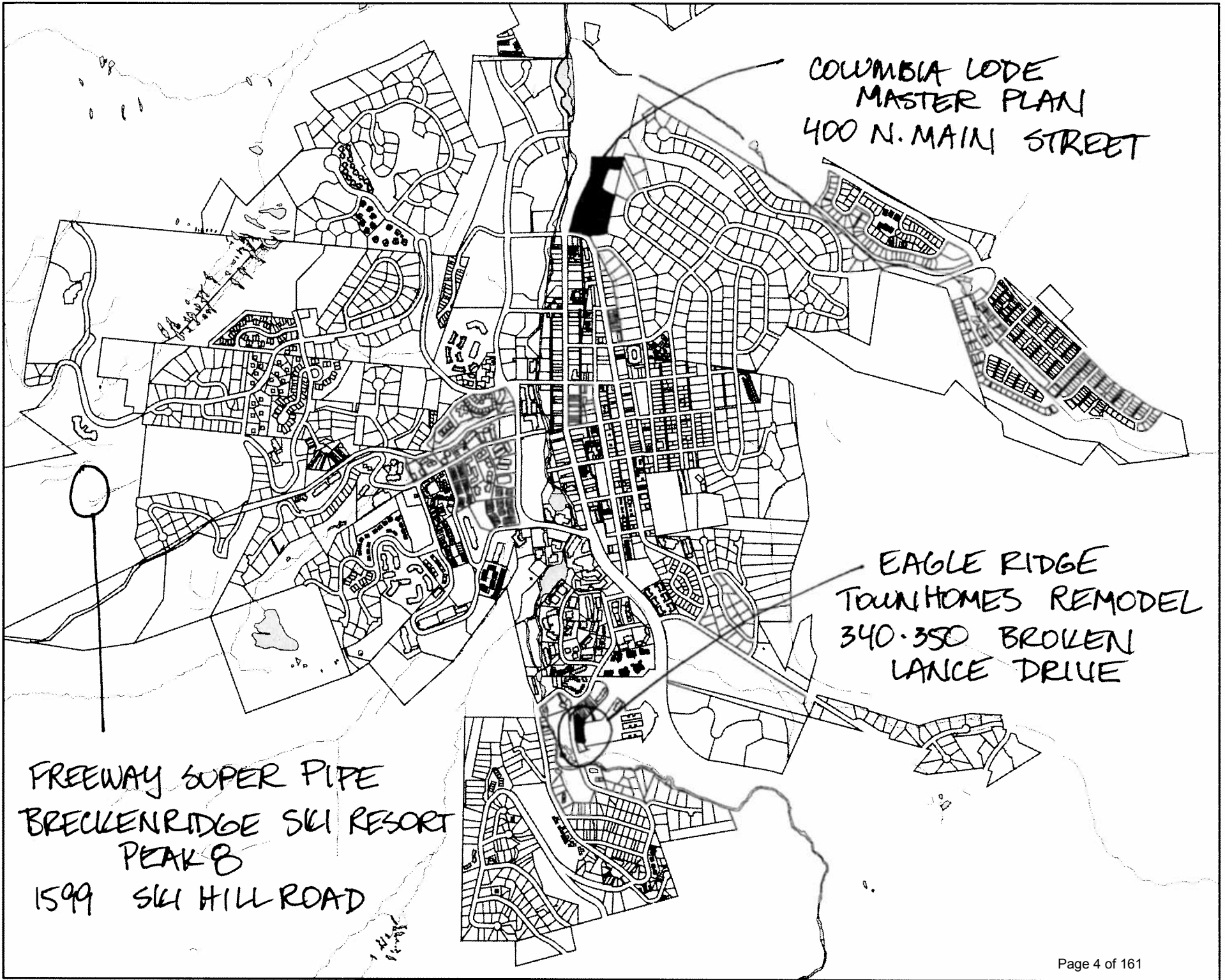
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COLUMBIA LODGE
MASTER PLAN
400 N. MAIN STREET

EAGLE RIDGE
TOWNHOMES REMODEL
340-350 BROKEN
LANCE DRIVE

FREEWAY SUPER PIPE
BRECKENRIDGE SKI RESORT
PEAK 8
1599 SKI HILL ROAD



PLANNING COMMISSION MEETING

The meeting was called to order at 7:07 pm.

ROLL CALL

Jim Lamb	Dan Schroder	Michael Bertaux
Leigh Girvin	Rodney Allen	Jack Wolfe
Dave Pringle		

Mark Burke was absent.

APPROVAL OF MINUTES

With no changes, the minutes of the August 3, 2010 Planning Commission meetings were approved unanimously (6-0). Mr. Wolfe abstained as he was not in attendance on August 3.

APPROVAL OF AGENDA

Mr. Neubecker addressed that there are extra materials not included in the packet for viewing if anyone wished. These included a letter on the Columbia Lode project and additional architectural information on Eagle Ridge Townhomes. With no changes, the Agenda for the August 17, 2010 Planning Commission meeting was approved unanimously (7-0).

CONSENT CALENDAR:

- 1) Hunter Residence (JP) PC#2010043, 0095 Gold Run Road
- 2) Slater Residence (MGT) PC#2010042, 189 Lake Edge Drive
- 3) Eagle Ridge Townhome (MM) PC#2010044, 340-350 Broken Lance Drive

Ms. Girvin questioned the “2,500 square feet” in the Hunter Residence. That is indeed the square footage, it is not a typo. Mr. Wolfe asked if the Eagle Ridge Townhome is a new project. Mr. Mosher explained a few noted details in the standard Findings and Conditions that may appear that way, such as finishing any exposed foundation, screening utilities, cash bond for landscaping, and Certificate of Occupancy vs. Compliance. On any remodel, many of these may be unforeseen and are included as standard conditions. Mr. Neubecker agreed that they could change that wording from “Certificate of Occupancy” to “Certificate of Compliance.”

Mr. Pringle asked to see the materials suggested for the Eagle Ridge Townhomes. Mr. Mosher passed around a materials sample board, existing condition photos and color rendering of the project for further examination.

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

WORKSESSIONS:

- 1) Housing Rules and Regulations (LB) (Memo Only)

The memo provides the Commission with an update regarding the request for several revisions to the Affordable Housing Policies, particularly in regard to density and points. This issue was discussed at the June 22nd joint meeting with Town Council and has been raised on several occasions. Staff intends to meet with the Council Housing Subcommittee and the full Council to determine of their intent before codifying the changes.

Mr. Pringle would like the Town to address employee housing units that are purchased by companies for their staff and not by the employee themselves. Mr. Neubecker indicated that this was a Town Council issue, not a Planning Commission issue.

TOWN COUNCIL REPORT:

None.

COMBINED HEARINGS:

- 1) Freeway Super Pipe (CN) PC#2010045, Breckenridge Ski Resort, Peak 8, 1599 Ski Hill Road (Mr. Bertaux abstained from the discussion as an employee of the Breckenridge Ski Resort.)

Mr. Neubecker presented an application to re-grade the slope of the hill on upper part of Freeway trail to accommodate the required grade for a 22 foot competition half pipe and revegetate all disturbed soils; as well as prevent water quality disturbance with ground covering, sediment fencing, straw bales, etc. Dirt roads will provide good construction access.

Staff supported this project and believed that it will be a very beneficial project for the Town, as it will encourage outdoor recreation and visitors to the community, with both tournaments and everyday use. They recommend positive three (+3) points under recreation facilities.

Staff welcomed any Commissioner comment. This application was advertised as a Combined Preliminary and Final Hearing. If the Commission had concerns with approving this application as a Combined Hearing, Staff requested the Commission continue the application to a later date, providing Staff and the Applicant time to address the concerns.

The Planning Department recommended the Planning Commission approve the Freeway Terrain Park 22 Foot Half Pipe, PC#2010045, with the presented Findings and Conditions and Point Analysis.

Mr. Gary Shimanowitz, Breckenridge Ski Resort (Applicant), summarized that the pipe will be built soon, as long as it passes.

Mr. Eric Armfield, Breckenridge Ski Resort: At the bottom, a twenty-two (22) foot pipe will actually be above the tree line. This turned into a bigger engineering problem than what we have the resources to deal with now.

Mr. Shimanowitz: We would like to try this larger pipe at the top, for now. Let's give it a year, if it does not work, we could move it back down to the bottom and make it eighteen (18) feet again.

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

Commissioner Questions/Comments:

Mr. Schroder: Were positive points earned when it was created for its old location? If that was the case, we should probably not award it points now. (Mr. Neubecker: Positive points were awarded, but under water conservation, not community need or recreational facilities.)

Final Comments: I support this application; however, twenty-two (22) feet scares me!

Mr. Pringle: The pipe should be located down the mountain, more accessible to people than at the top. (Mr. Shimanowitz: The pipe will still be accessible at the new location.) (Mr. Lamb: I agree.)

Final Comments: I support it; however, I like the old location better.

Ms. Girvin: I am concerned about noise disturbance from the pipe during nightly events. (Ms. Kristen Pettit, Breckenridge Ski Resort: Noise permits will be available if necessary.) (Mr. Neubecker: Noise is an issue regardless of the pipe's location; it was not important to this application.) Will there be any nighttime events? (Ms. Pettit: There will not.)

Final Comments: I support it; if you want to make it work, go for it.

Mr. Bertaux: Final Comments: I support this application.

Mr. Lamb: Final Comments: I support this application. It is important for the Town and skiing community.

Mr. Wolfe: Final Comments: I support this application.

Mr. Allen: Final Comments: I support this application.

Mr. Pringle made a motion to approve the point analysis for the Freeway Super Pipe, PC#2010045, Breckenridge Ski Resort, Peak 8, 1599 Ski Hill Road. Mr. Lamb seconded, and the motion was carried unanimously (6-0) with Mr. Bertaux abstaining.

Mr. Pringle made a motion to approve the Freeway Super Pipe, PC#2010045, Breckenridge Ski Resort, Peak 8, 1599 Ski Hill Road, with the presented findings and conditions. Mr. Lamb seconded, and the motion was carried unanimously (6-0) with Mr. Bertaux abstaining.

PRELIMINARY HEARINGS:

1) Columbia Lode Master Plan (MM) PC#2010017, 400 North Main Street

Mr. Mosher presented a proposal to Master Plan for 24 units total per an approved Development Agreement made with Town Council allowing up to a maximum of 24 units with all plans passing a Point Analysis based on the Development

Code. The proposal is for 21 market-rate units in duplex and single family form with two workforce units (duplex) on the lower portion of the site. The original Breckenridge Building Center (BBC) buildings and lumber yard will be demolished. With this submittal, the single-family home site is being proposed back in its original (platted) location. Master Plan development standards in the form of Master Plan Notes are proposed for the entire development. After Council approval, each building will be submitted separately for review under individual Class C applications.

Mr. Marc Hogan, bhh Partners, Architect, spoke with Mr. Jon Brownson, Applicant; they would like to move the original single family home site down the hill from the originally proposed location.

Changes since the July 6th Worksession

Addressing concerns expressed from the Commission, Staff, and neighbors, the Applicants have modified the site plan layout. (The remaining master plan criteria have remained essentially the same.)

1. Most notably, the single-family lot is no longer shown at the north end of the site, but in its current approved platted location along the eastern slope near the Weisshorn Subdivision.
2. Additionally, the multi-family units have been shifted further west on the site. One unit from the upper grouping has been moved to the lower grouping, relaxing the spacing of the upper units.
3. The private drive has shifted to the west about 40-feet.
4. Site grading has been reduced about 3-feet.
5. The 'Pocket Park' has been reduced in size.
6. There are now two workforce housing units.
7. Paving has been reduced.

The Applicant and Agents sought a worksession format to allow an open dialog at this hearing (no final comments required from the Commission).

Generally, Staff was supportive of the changes to the site plan. The grading has been reduced, the impacts of the lower development to the hillside have been reduced, the upper multi-family buildings have been relaxed a bit, and the historic grid along Main Street has been strengthened. Since writing the report, the applicant and agent have move the lone single family lot further south and west to minimize site impacts.

Staff had the following questions for the Commission:

1. Was the Commission supportive of the new lower level development limitations and new road alignment?
2. Was the Commission supportive of the removal of one SFE on the upper grouping of units to the lower portion of the site?
3. Staff welcomed any comments of the single-family unit of density above the multi-family portion of the master plan.
4. Did the Commission believe the development of a single-family home (unlimited density) along the east sloped edges of the property could pass a point analysis with the suggested design enhancements?
5. Did the Commission believe the grid alignment of the lower buildings should be perpendicular to Main Street (immediately in front of the buildings) or match the alignment of the buildings south of French Street in the Conservation District?

Mr. Wolfe asked Mr. Mosher some specific questions requesting information from previous reports and presentations given in discussions that he was not a part of. Mr. Mosher and Mr. Steve West, West Brown Huntley Thompson, Attorney for the Applicant, complied. The proposed public art was addressed, as well as moving the single family home disturbance envelope. The voluntary restraints of the design of the single family home, site layout. Mr. Schroder asked clarification about the speed limit along this portion of Main Street. Mr. Pringle questioned the any other land use preparations and if the Town planners had not thought about future land use for this plot of 'gateway' land in the Town's Overview. (Mr. Truckey clarified that they had not previously designated any specific use beyond what is defined in the Land Use District Guidelines.) Mr. Pringle was concerned about ridgeline visibility of this new development. Mr. Pringle identified what he called a "wall of development" fronting Main Street and that the treed backdrop would not even be seen along Main Street because of the intensity of the

development proposed along this edge. Mr. Wolfe asked if the single family lot was already plotted. (Mr. Mosher: Yes.)

Mr. Wolfe asked if the neighboring ridgeline properties in the Weisshorn views would be interrupted by this development. Mr. Mosher referred to a list he had prepared identifying that no views would be blocked. However, it may block the neighbor's view of Gold Creek condos, but not drastically. Mr. Schroder questioned whether the site disturbances of the units and the single family dwelling would be combined during the Master Plan review, or be reviewed separate. Mr. Mosher replied that the Master Plan would be reviewed as one Development Permit and the points would reflect all together. Mr. Mosher invited Mr. Hogan to explain further the site disturbance and other details addressed.

Mr. Hogan: This process has been going on now for about a year. Asked Mr. West to continue in detail the history of this project.

Mr. West explained in detail how they have gotten to this development agreement with current land use delineation. He mentioned the existing Land Use Guidelines (LUGs), associated density and the general conception of the Development Agreement made with Town Council. We would like to retain the valuable single family lot in the project to help off-set the more expensive part of constructing the rest of the project. We still wish to relocate the Klack drainage into an enclosed drainage system instead of the ditch it's currently in. We have worked with staff for at least six months before we even presented it. We are trying to listen and be compassionate to the strong opinions of the neighboring public and the Commission. We want to create a pleasant 'gateway' to our community, just as do you.

(Mr. Pringle: Mr. West, have you ever considered putting three (3) houses up on the upper single family lot? Could you access the property further east on French Street to reduce the driveway impacts?) Mr. Hogan drew on the map where exactly Mr. Burke's lot was located, and explained that this is not on the applicant's property. (There was not general Commission support for placing any additional density on the slope of the hill.)

Mr. Neubecker suggested that the Commission discuss the location of the single family home-site to determine if the current location is hillside or ridgeline development. Mr. Hogan added that another option is that the single family residence could be moved even further south and west towards the multi-family units to avoid the existing mining disturbance located on the slope. As a result, the driveway would be substantially reduced by more than one-half and reduce the visual impacts. However, this lower portion of the lot is at a steeper grade.

Mr. Schroder asked about the site disturbance regarding filling in the Klack drainage ditch and impacts to the location of the driveway. Mr. Hogan suggested that they would refill the ditch that the Klack is currently located and the driveway would be built over the existing fill. Mr. Mosher also noted that Staff felt that the more this single family house was moved south and west the better the remaining treed backdrop would be preserved. There is not substantial tree buffer to the south west anyway.

Mr. Hogan: We have 'greened up' the paving plan around the multi-family lots and reduced the overall paving areas. We have suggested minimization of the space between the Main Street units from twenty (20) to fifteen (15) feet. We also have addressed the driveway access, added an additional workforce housing unit, and more green space. The public trail will be addressed at a future meeting.

Mr. Allen opened the hearing to public comment.

Julia Regan, representing Mr. Eric and Mrs. Sue Politte (227 Royal Tiger Road): Just checking to see if the Commission received a letter via email to Mr. Mosher and to the Planning Commission. (Mr. Mosher confirmed that it had been handed out to the Commission at the beginning of the meeting and the Commission had read it.) Mr. Politte would likely support the single family house being located further south and west on the hillside.

Mr. Lee Edwards: I was concerned about the use of the remaining land if the single family envelope was moved south and is different than the Development Agreement. (Mr. Mosher: There is no remaining density on the property. Any remaining space will be Private Open Space.) Can I get more details of filling in the Klack? I think

the Main Street units should take a character similar to Brittany Place, just down the street, would be a better presentation of housing for this application.

Mr. Gary List (315 Royal Tiger Road): I am supportive of moving the single family site to the south, as that would make it more “a part of the Town” anyway. I think that the ridgeline issues could actually be addressed better at its location in the middle of the hill as opposed to the ‘new’ southwest proposed location. I generally like the direction of the Commission’s discussions so far.

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

Commissioner Comments:

Mr. Bertaux: [Single-Family Envelope:] Support the move of the single family envelope to the southwest, to minimize visual impacts of the driveway. As the house is moved forward, to the west, it will be less visible and more cohesive with the development below. I understand Mr. Pringle’s concerns about a ‘wall of development’ on the multi-family portion of the development but believe this can be resolved with good design and by providing view corridors. Maybe look at keeping the historic grid all the way to the north-most units across the drive. This might relax the spacing even more of the upper units.

Mr. Schroder: Believe that as the single family envelope moves further south, it becomes a more a part of the new development, and less a ‘ridgeline development issue.’ I am supportive of the one upper unit of multi-family density moving to the west below. It will give the overall look of the buildings an appropriate fill. I support the presented project ‘facing the street’ giving it an old historic feel. Support the ‘grid’ as is.

Ms. Girvin: Not real supportive of the project as a whole, but, have to agree that moving the single family home to the south and west is a better decision. (The applicant asked what her ‘ideal use and layout’ for the site would be.) Feels as though this in not an appropriate use for such an important gateway community anchor to Town. Would like to see something completely different, such as a large and taller boutique hotel that could block the unsightly views of the Gold Creek condos. There might be density left on the site for a few more units towards the north. I do not support the drive design and the overall traffic proposal. Would like to see the access moved to the east for a safer entry/exit. (It was noted that this would be off the applicant’s property.) Would like that pocket park moved to the north to act more as a buffer. From a community needs standpoint, I have a very different vision for this property. (Mr. Hogan: I am glad to hear that Ms. Girvin has a visionary plan that may be a good one. We have studied a similar situation. If it weren’t for the shoulder seasons for our seasonal tourist community, it might be work. Economically, it is just not viable.) (Mr. Tim Gerken, bhh Partners: Thank you for your thoughtful comments, however, there are so many factors, not only economics that prevented the developers from going in this general direction. Addressing the ‘wall of development’; there are ‘walls of development’ all around town in the historic district, that this will not be the only one, that that is the nature of our Town.) Addressed the concerns about the appearance of the project during construction. Will it look like Vista Point before it was built? Full of weeds? That’s not what we want. (Mr. Hogan: Landscaping with vegetation and wild flowers prior to site building, for aesthetics, then re-vegetated after completion of building.)

[Moving One Unit from the East to the West side:] I like the idea of creating openings between the buildings as you look across the site.

Mr. Pringle: [Single-Family Envelope:] Agreed that Ms. Girvin had a great idea of a starting over with a clean slate and a completely different application. I see this being similar to the Main Street Junction property. A wall of development. Also, the Main Street Junction development is not being used to its fullest. But as for this application, there are still building grading issues, along with preserving the natural background of trees. The lower development blocks all of the scenic backdrop anyway. You could easily place more density on the steeper slopes with little visual impact from Main Street. I do not like the driveway off French Street where it is. This gets too icy in the winter. You need four-wheel-drive here all the time. This is too dangerous. It is on a downhill slope and on a curve. Add another full movement driveway to Main Street. I do not like the idea of adding more cars, people and congestion on this already dangerous corner. Who approved the current site circulation? Why are we left out of the discussion? (Mr. Hogan: We have met with Engineering and the Red

White and Blue several times and have followed their direction. This layout serves the development, the Town and the Fire Department the best. (Mr. Mosher and Mr. Neubecker: Let's save the traffic study for future hearing.)

[Proposed Driveway Location:] Does not approve of the proposed driveway location.

[Moving One Unit from the East to the West side:] Support moving the single family lot to the south and west. It will make it just look like more development. The upper units are still too tight. The lower may be too tight too.

Mr. Lamb: [Single-Family Envelope:] Agreed to move the single family lot to the south.

[Moving One Unit from the East to the West side:] I like the overall staggering of buildings to create a quaint, historic looking site. I live in the Historic District. I'm not concerned with this issue of 'wall of development' because that is exactly what it is, as we are an historic Town and this matches the intensity of the District.

Mr. Wolfe: [Single-Family Envelope:] Agree with Mr. Schroder.

[Moving One Unit from the East to the West side:] I like the move, but am concerned about the prominence of the site, and suggest it needs to have a fence or something to transition into the historic district when driving or walking South. (Mr. Mosher agreed to help review the past public hearing drawings and issues before the next review.)

[Pocket Park:] I am also concerned that the proposed green space will become a public park, which does not belong here.

Mr. Allen: [Single-Family Envelope:] Agreed with moving the single family envelope to the south. Agreed that the house was previously 'hillside' development, not 'ridgeline' development. Supported using similar materials, as well, to help blend it in to the other development.

[Moving One Unit from the East to the West side:] Supported this move.

[Driveway:] Supported the turn somewhere around buildings six (6) or seven (7).

[Pocket Park:] I am glad that there is a pocket park. Green space is needed.

Commission agreed that traffic, the trail location and architecture of the single family home and its design restrictions should be addressed at further hearings. Mr. Pringle and Mr. Allen would like to see a streetscape with several elevations directly from Main Street, as well as neighboring properties.

CONTINUED HEARINGS:

1) Environmental Energy Partners Pellet Plant (MGT) PC#2010038, 12863 Colorado Highway 9

(To be continued to a future date per the request of the Applicant.)

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

Mr. Pringle moved to continue the Environmental Energy Partners Pellet Plant, PC#2010038, 12863 Colorado Highway 9, to a future date as requested by the applicant. Mr. Schroder seconded, and the motion was carried unanimously (7-0).

OTHER MATTERS:

1) PC Field Trip, September or October, 2010

Mr. Neubecker requested the Planning Commission select a few dates in September or October they were available for a field trip. A possible location may be Vail, with a development emphasis, to address their density issues.

Commissioner Comments:

Mr. Wolfe: Vail would be a great location for a development emphasis field trip. I have connections with people there who could help us discuss the problems that they are faced with. I encourage that we, as the Planning Commission, pay close attention to our future pressure to redevelop at the rate that Vail has done. We should observe their benefits to this scrape-off development, and all their misgivings. We need to learn from them. No: October 15th (Riverwalk Center event that evening.)

Mr. Bertaux: Minturn is another option. Vail would only take a couple of hours, so let's go somewhere else in the same day. No: Last two weeks of October.

Mr. Allen: Our question at hand is 'to redevelop or not to redevelop'; hearing both sides of the story from Vail will be ample information for that day.

Mr. Schroder: No: September 17th, October 9th

Mr. Neubecker: No: October 6th-8th (APA Conference). Yes: October 14th or 15th

2) Power Purchasing Agreement (Verbal)

Mr. Grosshuesch and Mr. Neubecker presented. The Town of Breckenridge is working on an agreement for solar panel installation on multiple Town buildings, including the Steven C. West Ice Arena, the Breckenridge Public Works buildings, the Recreation Center, and the Breckenridge Golf Course. The agreement with the energy company would be for 25 years, during the first five years of which the energy company would install and maintain all the panels. The Town could save potentially six figures per year in energy costs, and would have the option to purchase the panels after the first five year period. Staff wanted to alert Planning Commission about this potential project, as the installations would come through the Commission as Town Project approvals.

Commissioner Comments:

Mr. Bertaux: Will this building (Town Hall) be used? (Mr. Grosshuesch: No.) The former CMC building? (Mr. Grosshuesch: No.) Which ones then? (Mr. Grosshuesch: The ice rink, golf course, public works, and recreation center.) Are any other communities participating in this program? (Mr. Grosshuesch: The school and sanitation district are not on board yet.)

ADJOURNMENT:

The meeting was adjourned at 9:42 p.m.

Rodney Allen, Chair



To: Mayor and Town Council Members
From: Kim DiLallo
Date: August 18, 2010 (*for 8.24.10 meeting*)
RE: July 4th Art Fair as part of Arts District Celebration on Ridge and Washington

History:

Beginning in 2001, the Town of Breckenridge rented (for-profit rate) the Town-owned Wellington and East Sawmill lots to the Breckenridge Art Fairs (organized by Mountain Art Festivals - MAF) for the July 4th and Labor Day weekends. In September 2006, the Town excluded rental of the Wellington and East Sawmill lots during the July 4th weekend due to the loss of parking on a holiday weekend. The MAG organizers continued the Breckenridge July 4th Art Fair on private property (Main Street Station and the Village at Breckenridge).

In December 2009, Council was presented, and approved, a request from the Friends of the Arts District to experiment with hosting the art fair in the Arts District for 2010, basically borne from the 'new business model' for economic stability and the cut in funding for the Arts District. The goals were to raise funding and awareness for the Arts District, and allowed the Grand Celebration to expand from one day to three days.

As requested by Council, staff has collected various data for Council to review to aid in determining how to proceed, which is provided as an attachment. Also provided are unsolicited letters that were requested to accompany this memo.

Attachments are:

1. Arts District Grand Celebration Recap (from ToB staff), Welcome Center counts, MAF financial impacts (from ToB staff and MAF surveys)
2. ToB Merchant/Business Survey (RESULTS provided separately due to confidentiality)
3. ToB conducted Guest/Visitor Survey (July 3, 2010 in Arts District)
4. BRC Membership Survey (via Survey Monkey, post event)
5. BRC / Grand Timber Lodge Guest/Visitor Survey (July 2-4 in Blue River Plaza)
6. Letter (unsolicited) from MAF
7. Email (unsolicited) from Ben Gordon

As expected, the surveys display a wide range and diverse points of view on the art fair in general – dates, location, etc.

Council Action Requested:

- Is the information and data presented sufficient? If not, what more would Council like to see?
- Is Council supportive or not supportive of allowing Town property to be utilized for the July 4th Art Fair?

Thank you.

July 4th Art Fair Memo to Breckenridge Town Council Attachments

Arts District Grand Celebration Recap:

2010 - Fuqua's activities saw over 93 children for beading on Friday, 75 for face painting on Saturday, 160 for sidewalk chalk art on Saturday, and 175 for watercolor postcards on Sunday. The Tin Shop saw over 100 visitors per day and the Quandary Antiques Cabin saw 60-75 visitors per day. NOTE: Celebration was expanded to three days vs. one day in prior years.

The goal for the Friends of the Arts District was to raise visibility of the Arts District and raise funds to keep Tin Shop open. At the August 9th meeting it was unanimous that the goal was met. NOTE: results from an email survey to "Friends" regarding support of the continuation of the event will be reported to Council at the August 24th work session.

Arts District received \$5,000 donation from MAF and collected \$2,000 from food vendors. "Friends" also educated artists participating in the art fair about the Arts District and collected pieces worth \$2,135 donated for a gala planned by "Friends" in January 2011.

Past participation figures:

- 2009 – 96 sidewalk chalk art (NOTE: moved to Breck150 celebration August 8)
- 2008 – 95 sidewalk chalk art, make and take projects ~ 50 - 75
- 2007 – 92 sidewalk chalk art, make and take projects ~ 60
- 2006 – 90 sidewalk chalk art, make and take projects ~ 50
- 2005 – 80 sidewalk chalk art
- 2004 – 65 sidewalk chalk art

Breckenridge Welcome Center:

Visitation (counts thru Front Door)

- 2010 (July 2-4) – 8,526
- 2009 (July 3-5) – 7,716

MAF financial impacts:

Sales tax remittances from the artists at the Art Fairs:

- 2009 – 77 returns \$4,343.86 (in tax)
- 2010 – 79 returns \$5,187.99 (in tax) *NOTE: forms aren't due until 8/20/10 so could receive more*

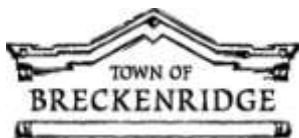
MAF pays a Special Sales Event Organizer license fee of \$250 (per event annually).

MAF artists' questionnaire (2010):

25 surveys were returned to MAF; 23 responded that they estimated they would spend (lodging, food, shopping and miscellaneous) of an average of \$602/artist in the Breckenridge community.

Location preference (some multiple locations):

- Arts District (11) Wellington Lot (9) Main St. Stn. (3) Not Sure (6)



July 9, 2010

Dear Breckenridge Merchant/Business Owner,

The Town of Breckenridge would like to understand the impact on your business of the Breckenridge Art Festival in the new Ridge/Washington Street location over Independence Day weekend as part of the Arts District Grand Celebration. To that end, we are requesting your sales information for certain dates (see below).

Please note, per Breckenridge Town Code, title 3, chapter 7, section 1, we are required to keep ALL individual sales tax information confidential. As such, please be assured that your individual information will not be viewed by anyone other than authorized Town personnel.

We request the survey be returned by JULY 23. Thank you in advance for your contribution and timeliness.

RESULTS:
268 Mailed to core businesses BOLT list
64 Returned

Location of Business: *Ridge St. (3) 5% North Main (16) 25% South Main (34) 53% Park Ave (3) 5% Main St. Stn. (1) 2% Airport Rd. (1) 2% None Given (mainly lodging/property management cos.) (6) 9%*

Type of Business: *Restaurant (11) 33% Retail (34) 53% Lodging (5) 8% Other (4) 6%*

Please report gross sales activity for (*total for three days in each year requested*):

<i>July 2 – 4, 2005:</i>	<i>\$513,188</i>	<i>30 biz reporting</i>	<i>\$17,106 average</i>
<i>July 2 – 4, 2006:</i>	<i>\$653,917</i>	<i>39 biz reporting</i>	<i>\$16,767 average</i>
<i>July 4 – 6, 2008:</i>	<i>\$735,857</i>	<i>49 biz reporting</i>	<i>\$15,017 average</i>
<i>July 3 – 5, 2009:</i>	<i>\$797,692</i>	<i>54 biz reporting</i>	<i>\$14,772 average</i>
<i>July 2 - 4, 2010:</i>	<i>\$805,563</i>	<i>55 biz reporting</i>	<i>\$14,647 average</i>

What impact do you feel the July 4th Breckenridge Art Festival has on your business?

Very Positive (11) 17% Somewhat Positive (10) 16% No Impact (21) 33% Somewhat Negative (7) 11% Very Negative (9) 14% Didn't answer (6) 9%

What impact do you feel the July 4th Breckenridge Art Festival has on the Town overall?

Very Positive (19) 30% Somewhat Positive (22) 34% No Impact (7) 11% Somewhat Negative (8) 13% Very Negative (2) 3% Didn't answer (6) 9%

Do you feel the July 4th Breckenridge Art Festival is effective in drawing people to Town overall?

Very Positive (15) 23% Somewhat Positive (20) 31% Somewhat Positive/ No Impact (2) 3% No Impact (6) 9% Somewhat Negative (6) 9% Very Negative (2) 3% Didn't answer (7) 11%

Comments:

Comments
*Note: 2010 is a difficult comparison due to lunch closure in 2010.
*We notice a very positive impact when the show is in the Wellington Lot. This year it was a modestly positive since it was on French St. Our July 4th business was much slower (down 14.7%) since the parade started too early.
[Paraphrased:] People are here over the 4th already, and retail is already shut down for several hours for the parade. Late June or late August could use a bump. Perhaps another type of event: small music festival, live arts competition..... Enough of competing with and hurting Main St. businesses, who pay rent all year and then see what could be a great weekend become mediocre.
Does not draw guest, but <i>very</i> good to have attractions available for their stay.
Don't close the street on Thursday. Start early Friday morning, people did not start showing up until noonish on Friday. Hours were 10-6; maybe 11-7.
Even though the \$ figure is down for 2010 we had more sales than 2009 - the drop in avg. sale was 17%
For us wasn't good to have it in Ridge St.
High volume, low purchasing. Average sales dropped from \$91 in 08, \$87 in 09, \$69 in 10. Why no local artists?
I don't feel the arts festival draws a significant # of new people to town. Spendable \$ are diverted from us. They do not collect sales tax (they cheat.)
I feel it will bring people to town. I can see how local art galleries won't like it but I don't think it negatively affects my business.
I feel the 4th was ok. The weekend before, for the Meet the Artists, was the WORST Sat. since May. 2 weekends in a row is too much!
I feel we draw a crowd for the 4th regardless of what goes on. Location of the arts may have been a distraction from Main St. Parking was a definite problem.
I think it is such good exposure for Breckenridge - getting people here is a goal we have worked on for years.
I think the choice of location this year was very poor. No one even knew it was up there. The Wellington lot brings in a lot of business.
I would like to see the art festival come in June to bring people to town when it's not already busy.
If it were effective at bringing people in, then do it on another weekend.
If you need 2005 revenue info by day, please re-request after 8/1/10.
It could be much more beneficial on another weekend but location was great.
It is already a busy weekend being the 4th, the crowds bothered some guests, the following weekend would have been better as it was a slow weekend.
Keep the events coming! What happened to the concerts/performances in the Riverwalk? [maybe he means Blue River Plaza?]
Lots of streets closed on a <u>busy</u> weekend. Location good but another weekend, please.
Loved having all the people here - just has to make a difference in the long run.
Need some event at south end of town to draw people especially this year with the Village closed.
Our business enjoyed heavier traffic when the festival was in the Wellington Lot.
Parking is already impossible during the 4th. Shutting off Washington St. for an art festival does not make sense. [Note: VN at new location.]
People tend to stay near Ski Hill & Main St. more - with Arts on Ridge or Main St. lot. Lots of people - a great thing.
Prefer lot on Main Street @ North Side
Thanks for checking!
The art fair creates a pleasant "buzz" for visitors, but I am strongly against bringing outside business into town on our busiest weekend of the summer. Retailers paying rent all year should be the ones who benefit from a holiday weekend - not outsiders who don't pay taxes here and don't live here.
The art festival brings a good clientele to town interested in shopping and eating on Main Street.
The Art Festival would benefit the town if it was here the weekend <u>before</u> . [Noted that 09 was Very Negative when at MSS.]

Comments Continued...

The art festivals bring the right kind of clientele to town for our (and other's) business. The beer festivals and party weeks (Spring Massive) are really bad for our business/sales.

The fair can be positive if used as a tool to draw people to town when it is not already packed (pre-4th, post-Labor Day).

The holiday itself, the parade, the free concert has more of a draw - the festival is something we have to organize around.

These art shows should be the weekend before July 4th & the weekend after Labor Day - to extend the summer season. The above weekends do not need an art fair to bring folks to town. In fact many of our clients with second homes here do not come into town as it is so crowded they cannot park anywhere. We have our own shows throughout the summer & winter & without our shows on July 4th we would be way down on sales.

TOO many such events in Breck. Conflict of interest. It's quality not quantity. Businesses are struggling as it is, this doesn't help! Why on the 4th? There are people in the county/Breck regardless.

Too much going on for people to have a positive experience; takes away income from local year-round businesses. Parking was atrocious with none available on Ridge St.; locals & 2nd homeowners avoided coming into town 4th of July weekend.

We are a garden center on Airport Road and we don't get foot traffic.

We feel having the Art Festival in the main part of town is such a benefit. Having people walking thru the shops and having fun is a great experience for all.

We feel the arts festival helps July 4th holiday revenue.

We would rather not give you the actual #'s but from 05-09 they have been within about \$1000 up/down. This year they went down by about \$2800. The Town needs to have more events in the north Main St lots; we miss out on all foot traffic, since you always close the street off at the Lincoln/Ski Hill light and no tourists walk past a closure.

ToB conducted Guest/Visitor Survey:

ToB staff conducted surveys (37 completed) with randomly selected visitors in Arts District on July 3, 2010.

ARTS DISTRICT OF BRECKENRIDGE GRAND CELEBRATION SURVEY 2010

Are you a: Full-time Resident Part-time Resident Visitor

Including yourself, how many people are in your group? _____ persons (INSERT 'ONE' IF ALONE)

How many days (or nights) will you attend Independence Day (4th of July) activities **this year**?

- One day Two days Three days

What are your main reasons for coming to downtown Breckenridge this weekend? (CHECK ALL THAT APPLY)

- 1) Arts Festival
- 2) Arts District Grand Celebration
- 3) parade
- 4) Independence Day weekend activities
- 5) Recreational activity (golf, fishing, rafting, hiking)
- 6) Firecracker 50 Bike Race
- 7) Other: _____

Which one of the above was the **MOST IMPORTANT** reason? _____ (INSERT NUMBER FROM LIST)

How important was the Arts Festival in your decision to visit downtown Breckenridge this weekend?

- Not at all important Very important
- Somewhat important Critical—came for this event

About how much do you estimate you'll spend this weekend -

- a) at the Art Fair \$_____
- b) other art purchases elsewhere in town \$_____
- c) lodging \$_____
- d) dining \$_____
- e) other shopping \$_____
- f) recreation \$_____
- g) other \$_____ for _____

What is your home ZIP Code? _____

What is your family status?

- Single, no children Household with children Couple, no children Empty nester

What year were you born? _____

Which category best describes your annual household income (before taxes)?

- 1) \$0 – 24,999 6) \$150 – 199,999
- 2) \$25 – 49,999 7) \$200 – 249,999
- 3) \$50 – 74,999 8) \$250,000+
- 4) \$75 – 99,999 9) Declined/uncertain
- 5) \$100 – 149,999

What would you like to see different?

ToB conducted Guest/Visitor Survey RESULTS:

July 3, 2010

F/P/V	# Group	# Days	Main Reasons	Most Imp	Arts?	\$ Art Fair	\$ Other Art	\$Lodging	\$Dining	\$Shop	\$Rec	\$Other	Zip	Family	YOB	Income	Comments
	2	2	3	3	N								75087	Couple	1934/35	2	
V	2	3	7-Destination wedding	7	V	?		300	200	100	100		60302	Empty	1934	2	
	3	1	1, 7 - visit family	7	C	75							50056	Single	1953	2	
	2	2	1, 3, 7 - Mtn escape	7	S	50		250	100				80751	Empty	1939	3	
F	1	3	1, 2	2	C	410			50				80424	Household	1948	3	
F	4	2	1, 3	3	S	20	0	0	60	0	0	30/tickets & rides	80424	Household	1968	3	
F	2	3	1, 3, 4, 5, 6	3	V	200					50		80424	Couple	1941	4	
	2	3	1, 2, 3, 4	3	V	50	50				25		38237	Empty	1946	4	
V	2	1	1	1	C								80212	Empty	1944	4	Really like the new location
F	2	3	1, 3, 7 - live here & love town activities	7	N	100			100				80424	Empty	1953	4	Love this location
V	4	3	1, 2, 3, 4	1	C	150	0	1000	250	150	50		66220	Household	1968	4	
V	4	3	7-Wedding	7	S	?		3000	1000	1000			75234	Empty	1934	5	
	6	1	4	4	V			300	100		100		80023	Empty	1946	5	
V	4	3	4, 5	5	N				100	100			80134	Household	1964	5	
F	2	2	2, 3	3	N				50				80424	Household	1970	5	Marching band in parade
F	3	2	1, 3, 4, 5, 6		V	50							80424	Household	1966	5	Keep Art Fest on Ridge Street!
	4	3	4		S		100		100	100	100		80435	Household	1976	5	
V	2	3	1, 2, 4, 5, 7	5	N	0	0	0	150	50	50	0	77096	Couple	1975	6	
	4	2	1, 3, 4		S	0	0	400	200	200			81008	Couple	1961	6	
P	3	2	7-Vaca home	7	N	0	0	0	250	1000	250	0	10314	Empty	1944	6	
	5	3	1, 3, 4, 5	5	V	0	0	0	50	0	0	0	80111	Household	1952	6	
	9	3	1, 4	4	S			X	X				80129	Household	1962	6	We love it!
F	2	3	All	1	C	100	0	0					80424	Couple		8	
	8	3	1, 2, 4	4	S	0	400	0	50	0	0	0	80421	Empty	1960	8	
	2	2	1	1	V	1000	200		200				19130	Household	1953	8	I love where it is
P	4	3	1, 2, 4	4	S			2 mo. rental	200	100			33158	Household	1966	8	Chalk - add white, black & red for kids
P	12	2	1, 4	4	S		?			?			75070	Household	1947	8	
P	6	3	1, 3, 4	4	S	100	0	0	200	200			75220	Household	1947	8	Like new location of fair better
P	14	3	1, 3, 4, 5, Hiking	5	S	0	0	0	300	200	200		80122	Couple		9	
	2	1	4	4	S	100		(Frisco)	150	200			77079	Empty		9	Seems like a good location

ToB conducted Guest/Visitor Survey RESULTS:

July 3, 2010

V	4	3	1, 3, 4, 5	4	S	100	0	0	200	0	0	0	77057	Household	1972	9	
	3	1	1, 4	1	V								75104	Single	1986	9	
F	2	3	1, 2, 3, 4	2	V								80424	Couple			Flow/layout of Art fair not very welcoming @ the 4 entrances
V	2	1	1		V			40					80927	Couple			
F	3	1			C								80498	Empty			Handicap - this is terrible w/the curbs & gutters. Not conducive to wheelchairs, baby buggies, motorized handicapped vehicles
P	5	3	1, 3, 4	4	S								75080	Household	1994		
F	2	3	1, 2, 3, 4, 7 Socializing	1	V	250-300			100	100				Single	1950		Like it on Ridge Street

2505 750 5250 4200 3500 925

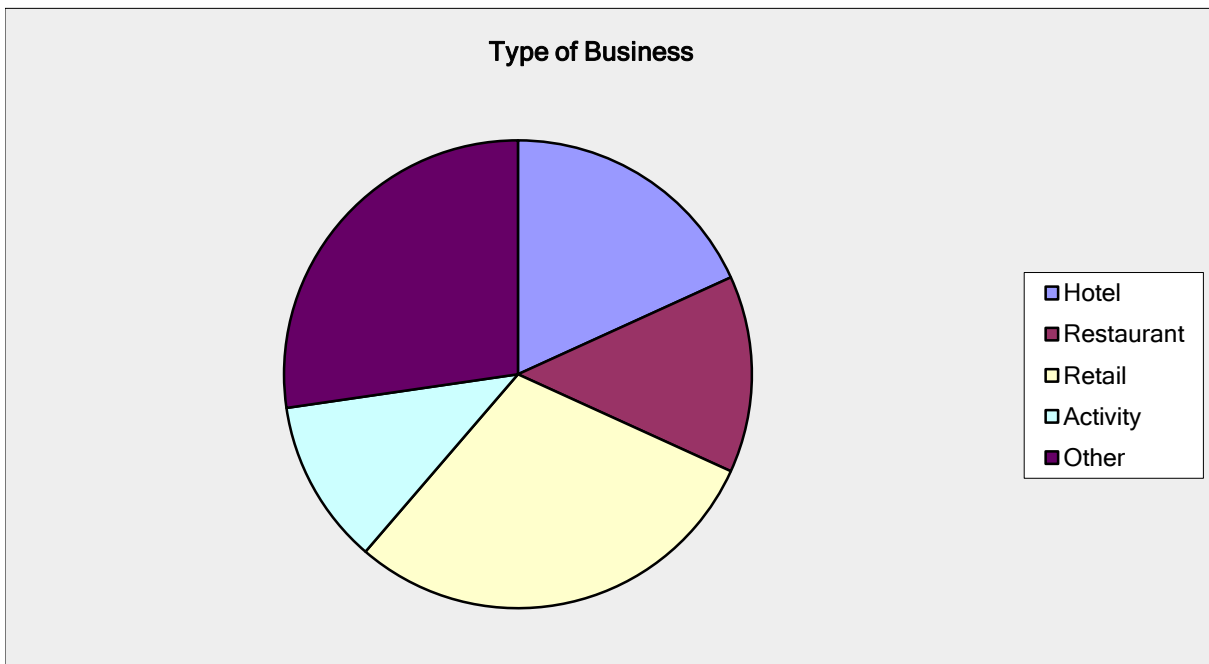
4th of July Feedback

4th of July Feedback

4th of July Feedback

4th of July Feedback

Type of Business	Type of Business	Type of Business	Type of Business
Answer Options	Answer Options	Response Percent	Response Count
Hotel	Hotel	18.2%	8
Restaurant		13.6%	6
Retail		29.5%	13
Activity	Activity	11.4%	5
Other	Other	27.3%	12
<i>answered question</i>			44
<i>skipped question</i>			0

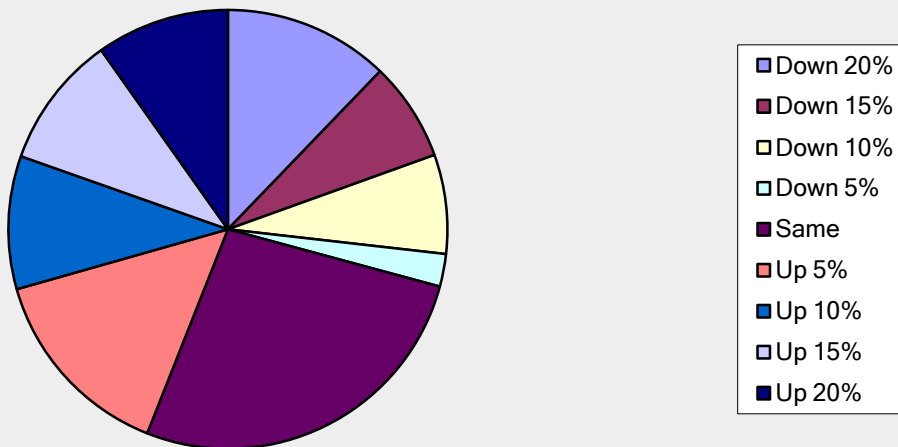


4th of July Feedback

How much was your 4th of July business up or down this year compared to last year?

Answer Options	Response Percent	Response Count
Down 20%	12.2%	5
Down 15%	7.3%	3
Down 10%	7.3%	3
Down 5%	2.4%	1
Same	26.8%	11
Up 5%	14.6%	6
Up 10%	9.8%	4
Up 15%	9.8%	4
Up 20%	9.8%	4
<i>answered question</i>		41
<i>skipped question</i>		3

How much was your 4th of July business up or down this year compared to last year?



4th of July Feedback - BRC's survey to membership

Do you have any feedback regarding the location of the Art Fair this year (Ridge and Washington)?

Response Count

answered question 37

skipped question 7

Response Text

no

Yes, move it to Keystone. We don't need an Art Fair in Breckenridge taking business away from local galleries on the busiest weekend of the year.

no

Thought it was great. It allowed and encouraged more people to visit all the businesses in town versus just those on North Main.

I liked the location a lot better. It seemed to draw crowds into the shops more so than behind everything at the Wellington lot. It also brought you right into the Riverwalk plaza where everything was.

I think it caused way too much traffic congestion, parking on streets up on Pine Street was definitely an indicator that too many people were in one spot. It also really took away from other stores.

seemed good to have "arts district" highlighted although parking/getting thru alley was awful and NOT well marked at all

Great location but there should also be a food concession up on Ridge with food, wine and beer, and water.

Great location, drew people downtown and kept them down town

We liked it. The fact that the Art Fair made a nice donation to the Arts District was a big boost.

Does it need to be on the 4th?

good place for it

Love that location

Looked good, space was right and it seemed participants and shoppers were better located to take advantage of the downtown services. Integrating into the Arts District feels 'right'.

Yes, I've been to the past three years of the Art Fairs and this one was disappointing. It seemed smaller and cramped. Much better when it was located behind the stores on Main along the river area.

Loved it.

The Art Fair should be in a parking lot on North Main, tourists need to know that town does not end at the stop light! Everything seems to be happening south of the light, and all businesses north of it, never get to benefit from events. Ridge Street just had the Outhouse Races as well, we need to spread the love a little! I also want to mention that the answer to the question above is actually Down 50%, not 20, which you give as the max!!

And, lastly, since i don't see anywhere for additional comments, Main Street should be reopened all the way, or closed off as pedestrian all the way up to French, again, because of the fact that people will not venture past the closed off section, leaving all of us north of the light with no foot traffic. I did the walk around town myself on the 4th, thousands of people between Main/Ridge/The Concert, but only within the closed off area, both north and south of it, it dwindled off markedly! Maybe we should consider not adding so many food tents as well, this is only taking away the lunch crowds from our local establishments, and we sorely need any business we can get. There is so much competition already, adding 3-4 food tents is not helping! Sorry, lots of complaints, but we had the worst 4th ever, and i am pretty sure it had to do with street closures and special events being held in other parts of town. Thanks for listening!

location seemed good to get people up to Ridge St. but we had to really think about how to get around town.

liked it!

Worked very well

Did not attend due to the location. Would be interested to hear from vendors if their business was good in that location.

Parking was very tight for those of us who live on the surrounding streets such as French

I had some of the artists complain to me that they were very crowded up there. They said that the it was much better in the parking lots on Main St. We saw a substantial loss in revenue having the event on Ridge St. When streets are closed off in Breckenridge, tourists feel that is were they should go.

I liked the location - makes sense to highlight the arts district as well as help out Ridge St. businesses. But the area was really tight & hard to see the art as everything was crammed in there. Would be best to include 200 S. Ridge also to spread things out. I think it was a very festive atmosphere for our visitors & locals alike - it was fun to see all the outdoor seating areas used so the public could people watch. It was a lot of fun.
liked it there...perfect spot
Seemed good; right in the heart of town
I personally thought it was fine, however, did overhear discussion of locals who did not like it and also were concerned that it took away parking and road access at a time when the town roads and parking are already crowded.
I think that is a great location, we were very busy! busiest day was Saturday (we are located on 100 block of S. Main Street)
We appreciated the location of the Art Fair. Seemed to bring people more to the center of town and after all was in the Art District, which helps the arts.
Great location. Centre of town, booths close together so had more of a market feel.
The general public did not like this location. As they could not find it and no parking. They all liked it better when in parking lot. Especially now that the gondola is running.
I thought it was awesome. Great vendors. The arrangement was a little odd. Didn't flow very well.
Downtown Breck is already jammed and parking impossible during the fourth of July. An art festival in downtown only makes parking and traffic worse and prevents customers who actually want to shop Main Street from getting to Main Street.
interesting, made the town look exciting and full.... but the question is why have it on the 4th, how about another weekend when the town could use some traffic flow
Came to visit on Sunday - no place to park with parade at same time - drove back to Frisco. Seems more "squashed" in the smaller location and not as easy to navigate.
I thought it was awesome to have the Arts Fair in the Arts District however I do think it would be better on a weekend that is not so busy already. We do need a draw to the South end of Town on these weekends.
GREAT LOCATION

Breckenridge 4th of July Celebration

STATISTICAL DEMOGRAPHIC FINDINGS REPORT Total Respondents: 261

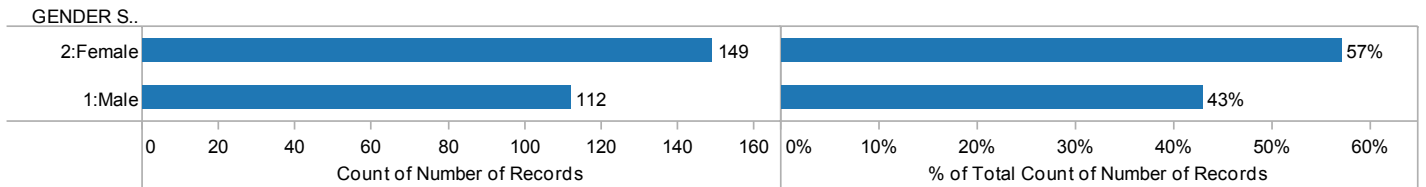
Sean Diehl
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303.905.5580 ☐
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Jackie Stalter
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303.809.1231 ☐
jstalter@bgvmarketing.com

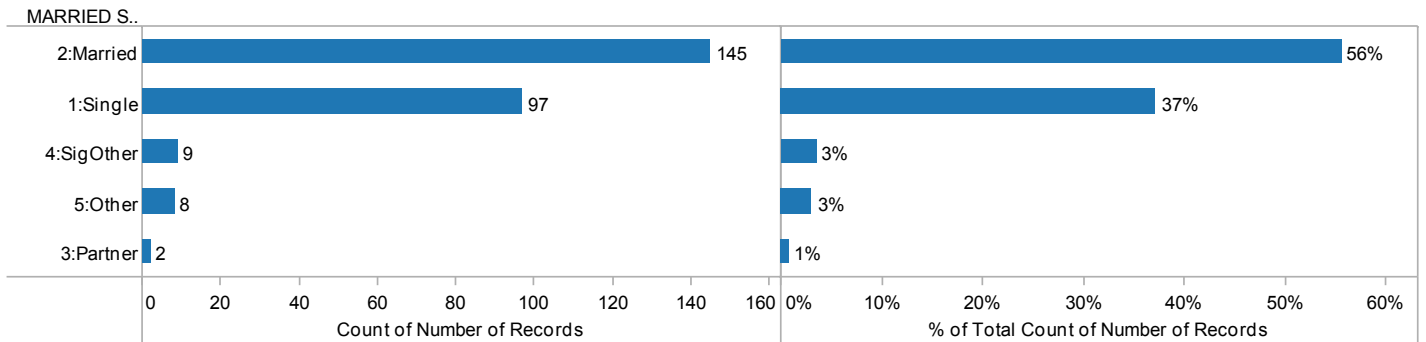
Theron Johnson
Business Development Manager
303.748.3471 ☐
tjohnson@bgvmarketing.com

Created By:
BGV Marketing Services
6920 S. Jordan Rd. Ste. O
Centennial, CO 80112

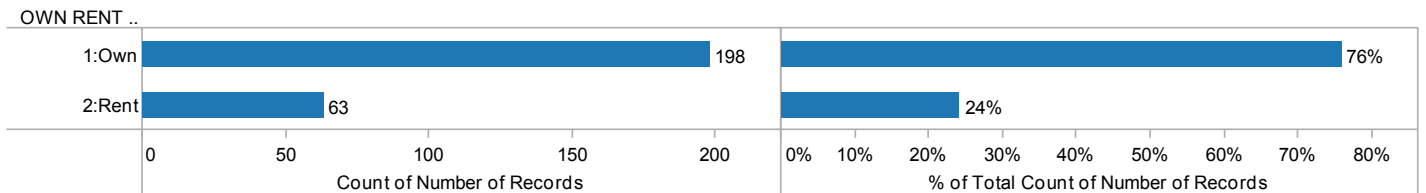
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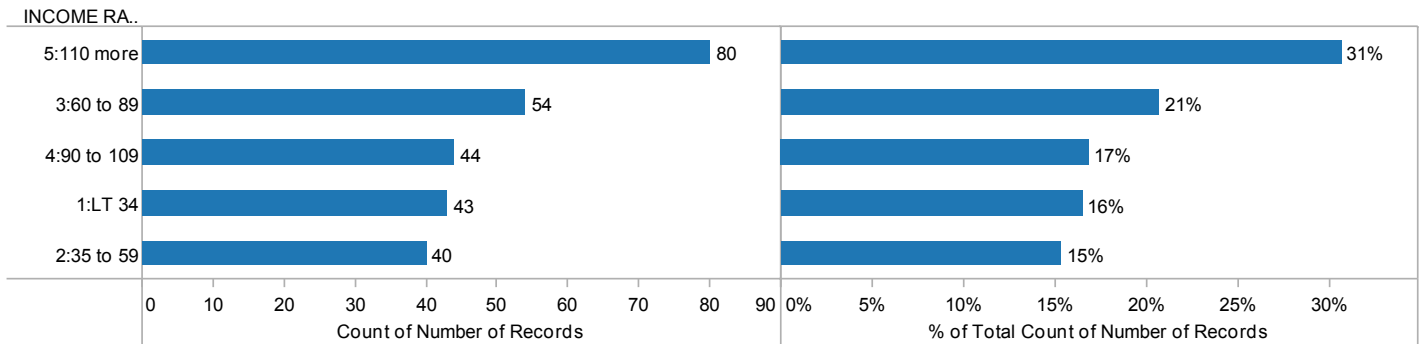
Marital Status



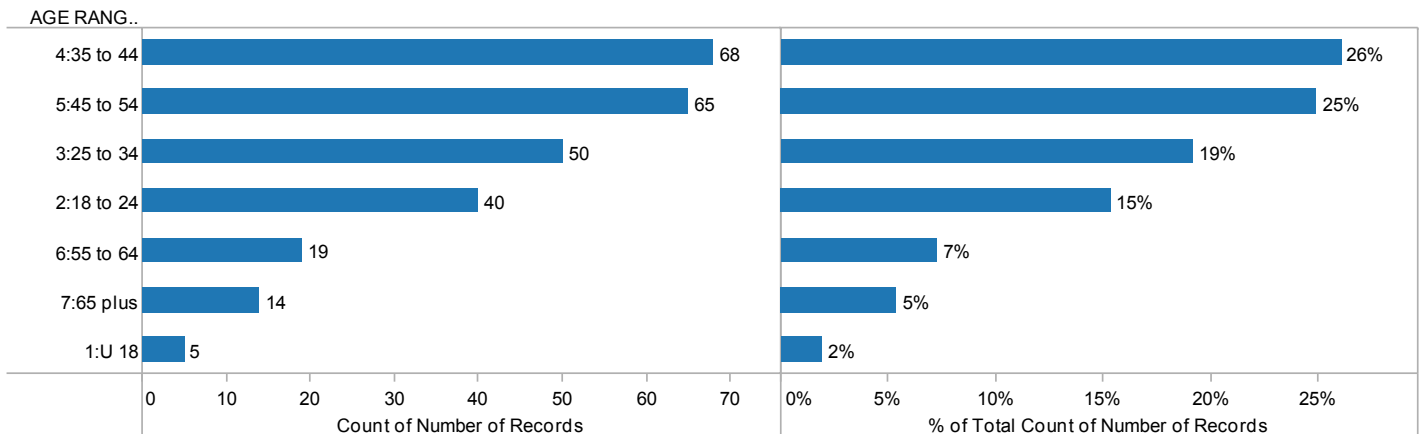
Home Ownership



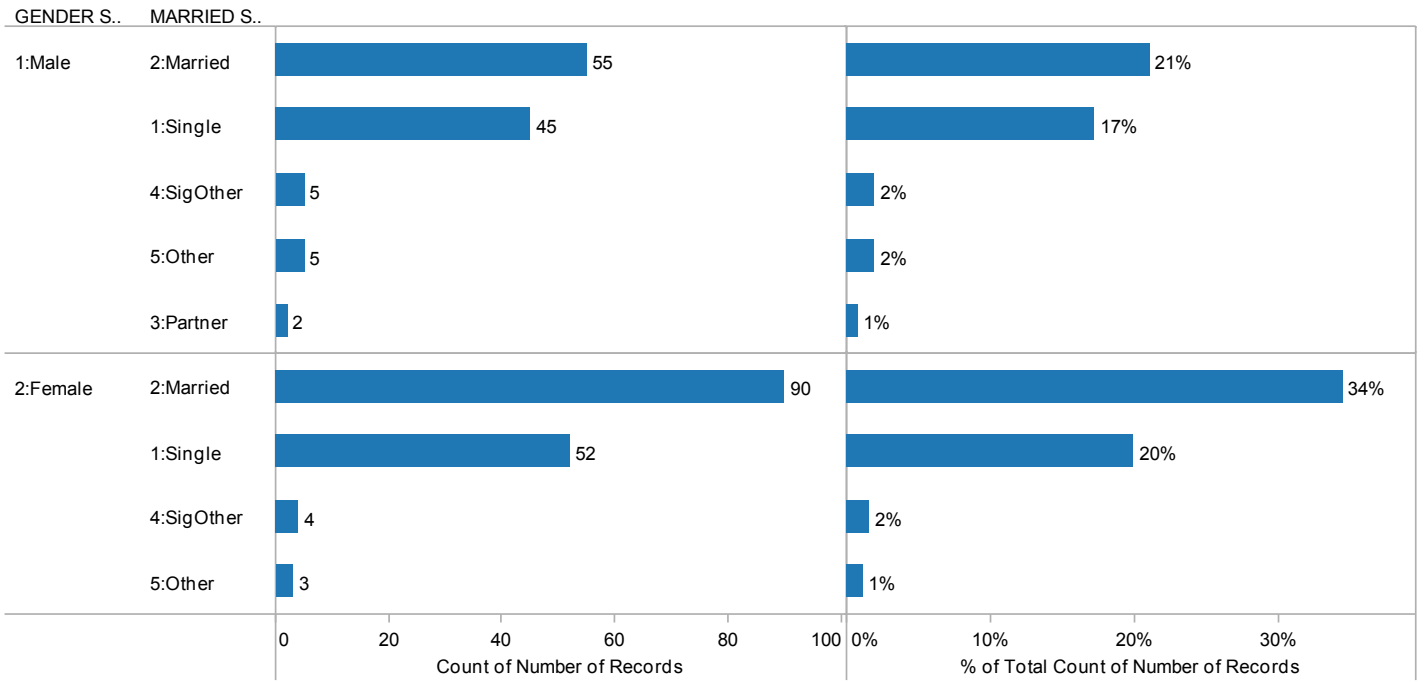
Household Income



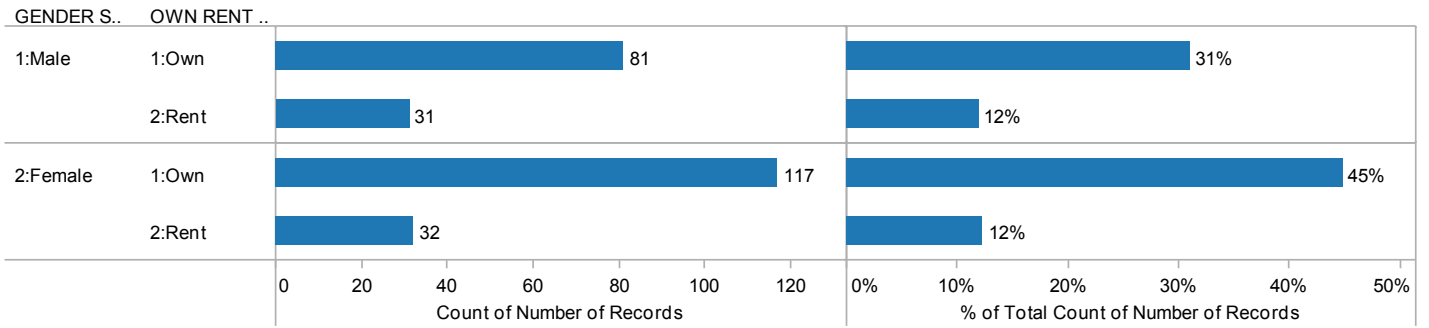
Age Category



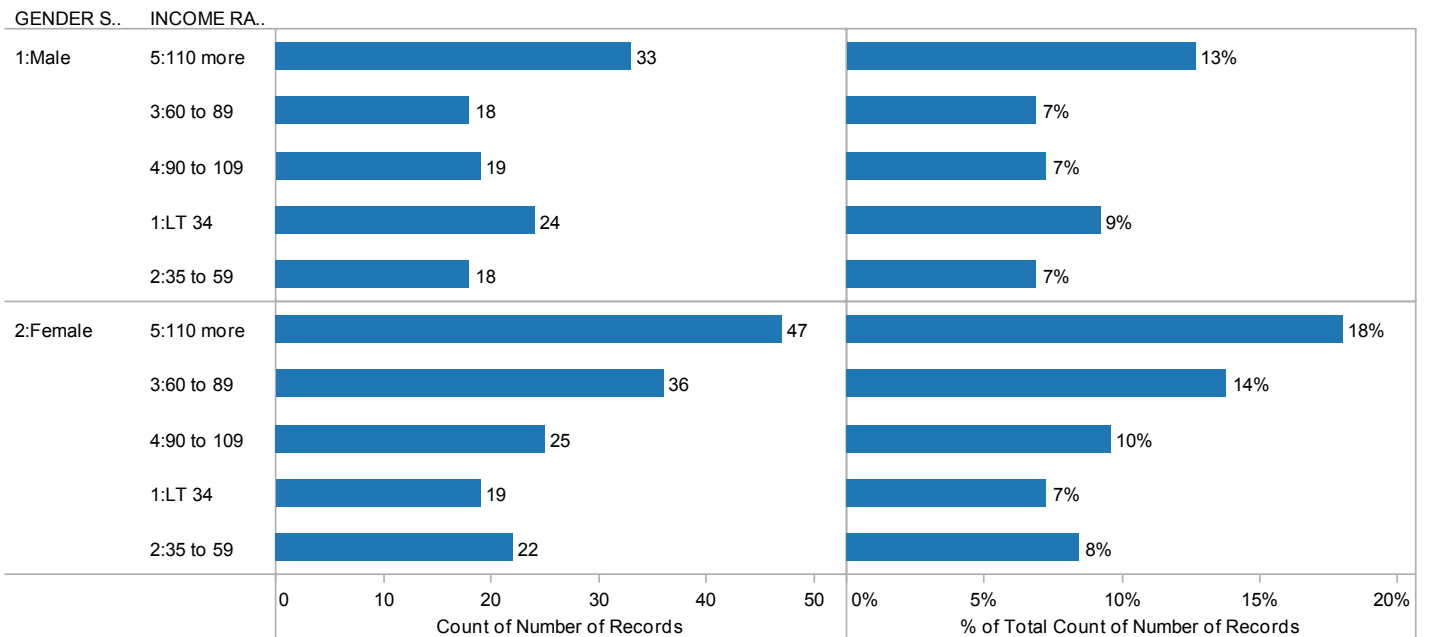
Gender by Marital Status



Gender by Home Ownership

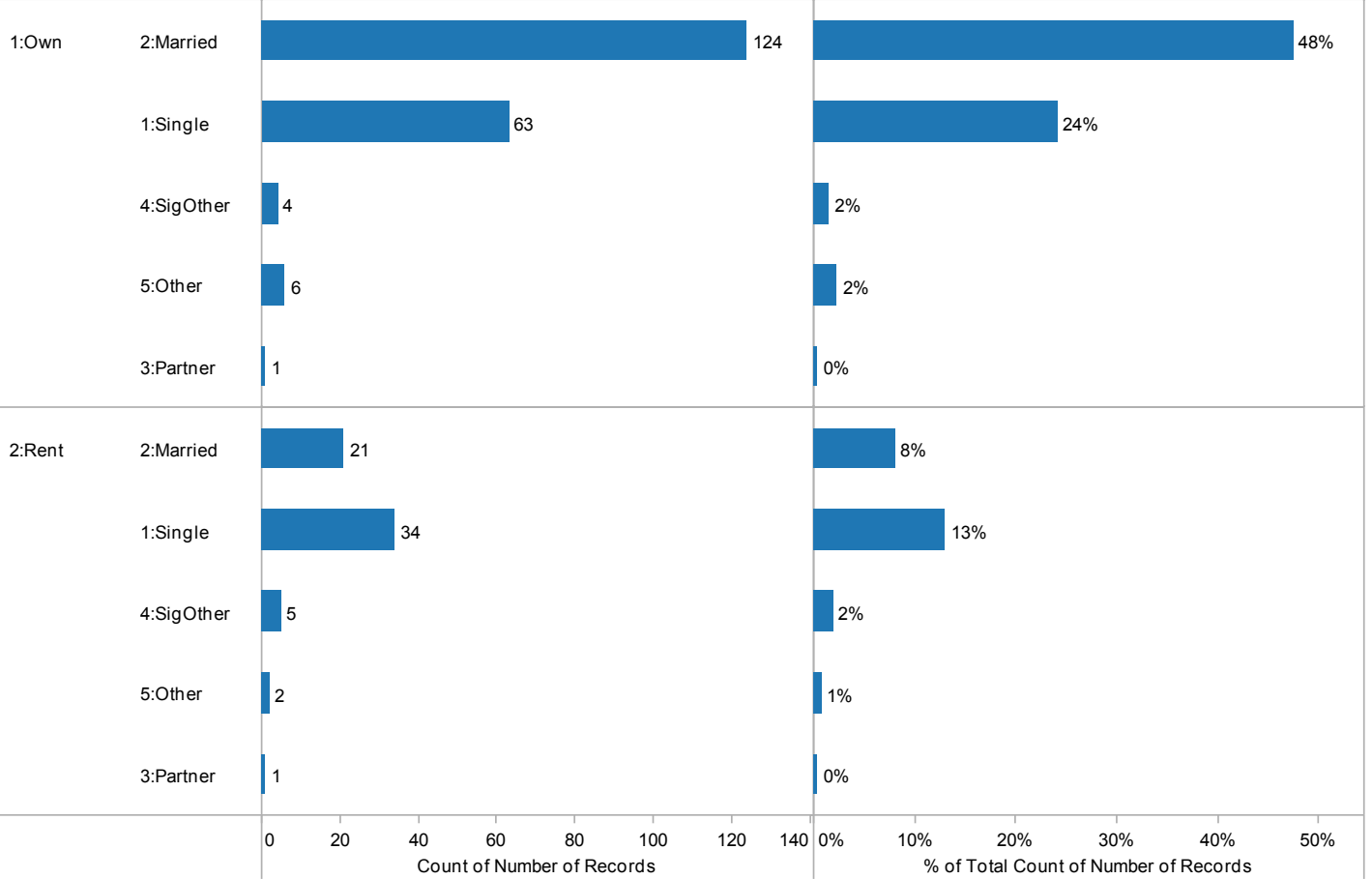


Gender by Income



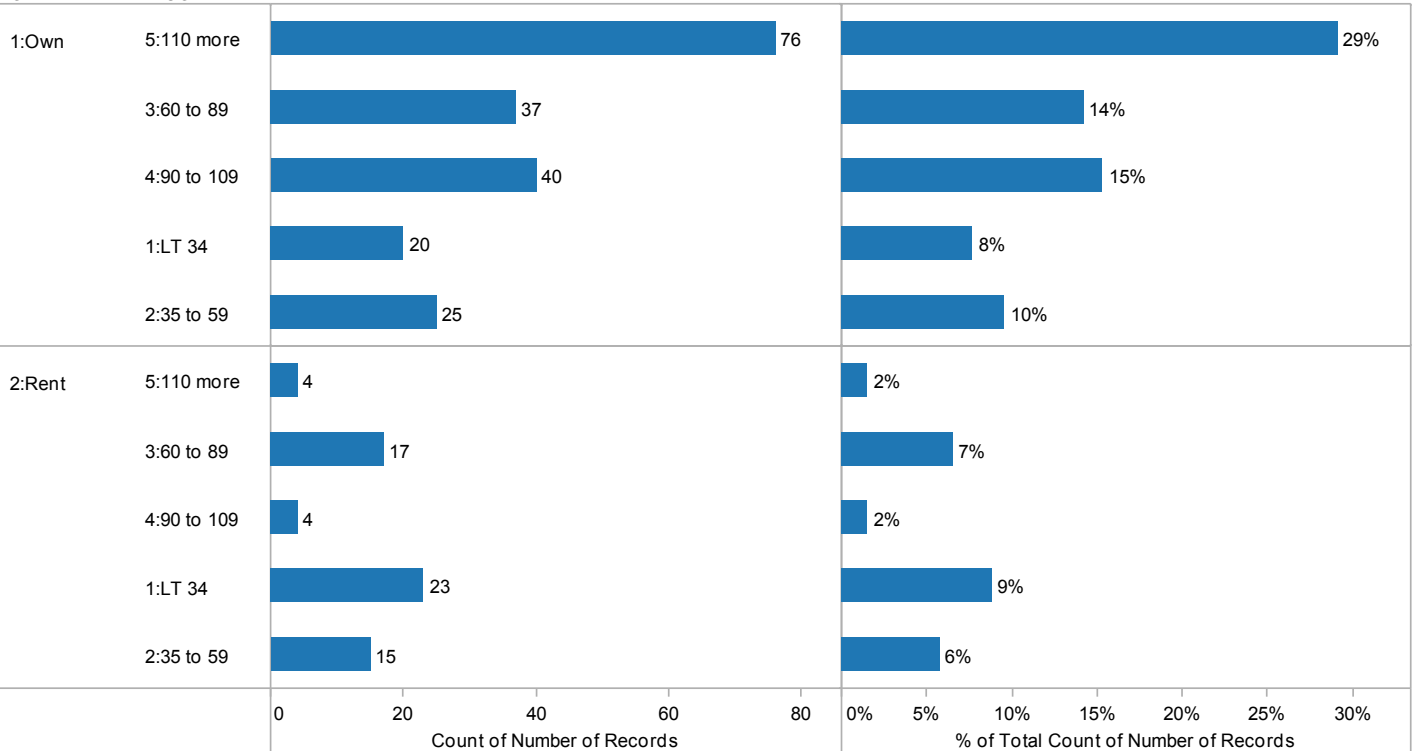
Home by Marital

OWN RENT .. MARRIED S..



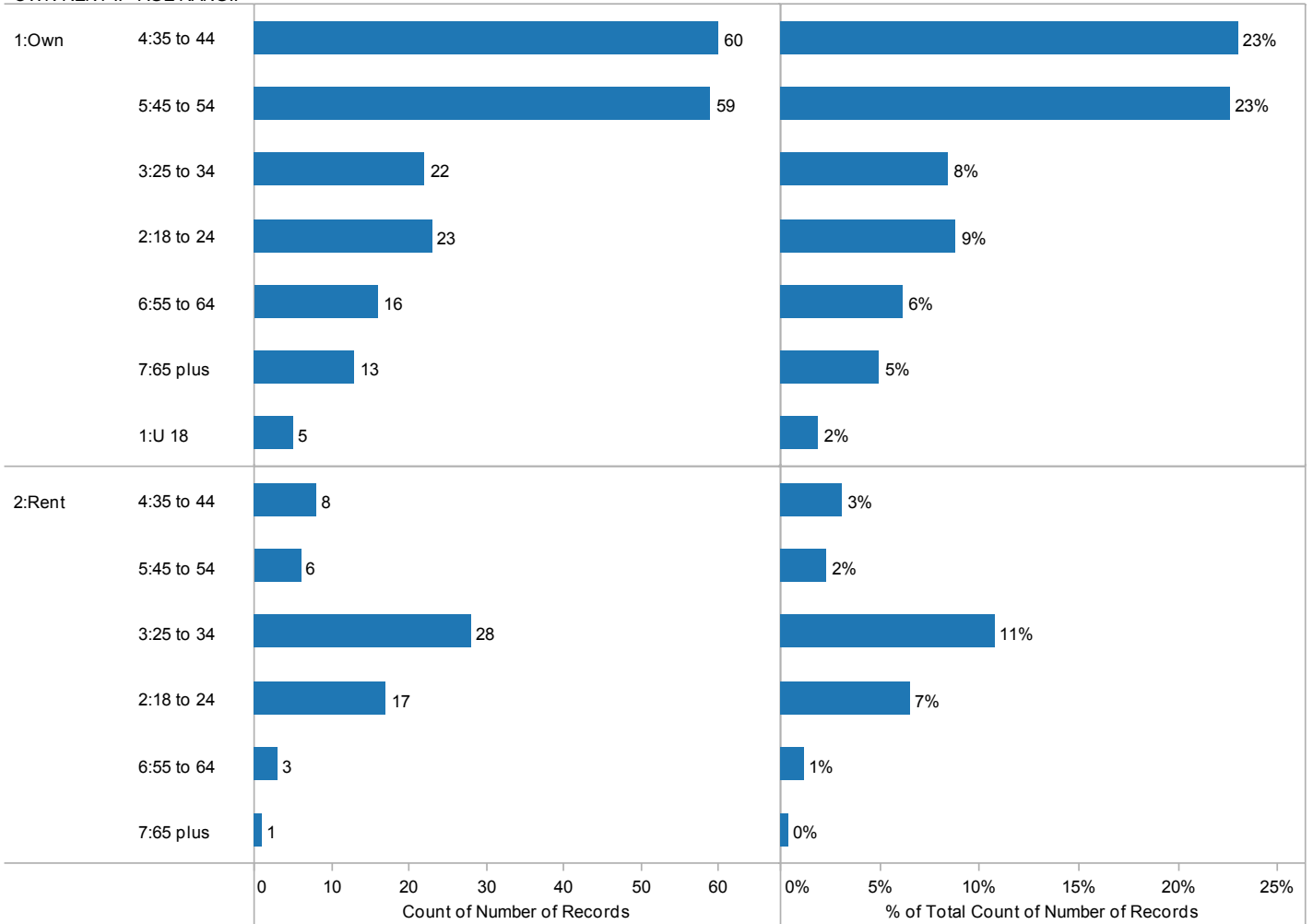
Home by Income

OWN RENT .. INCOME RA..



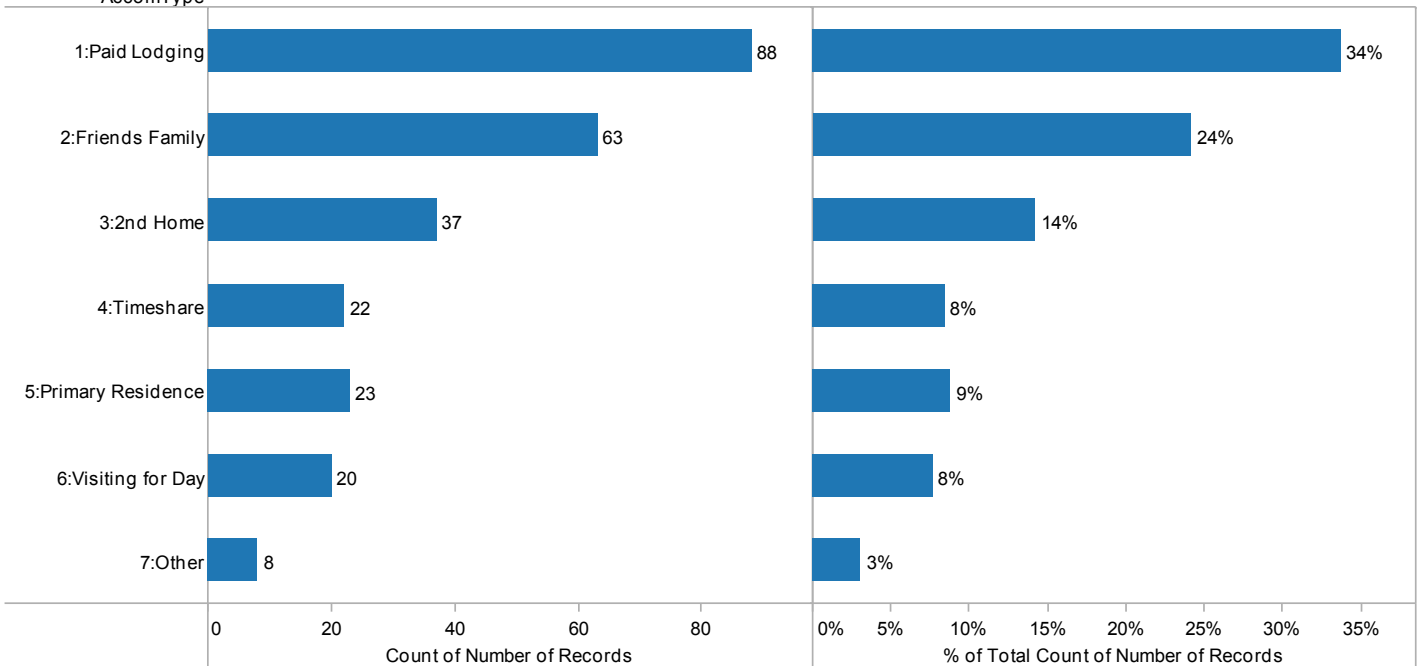
Home by Age

OWN RENT... AGE RANG..

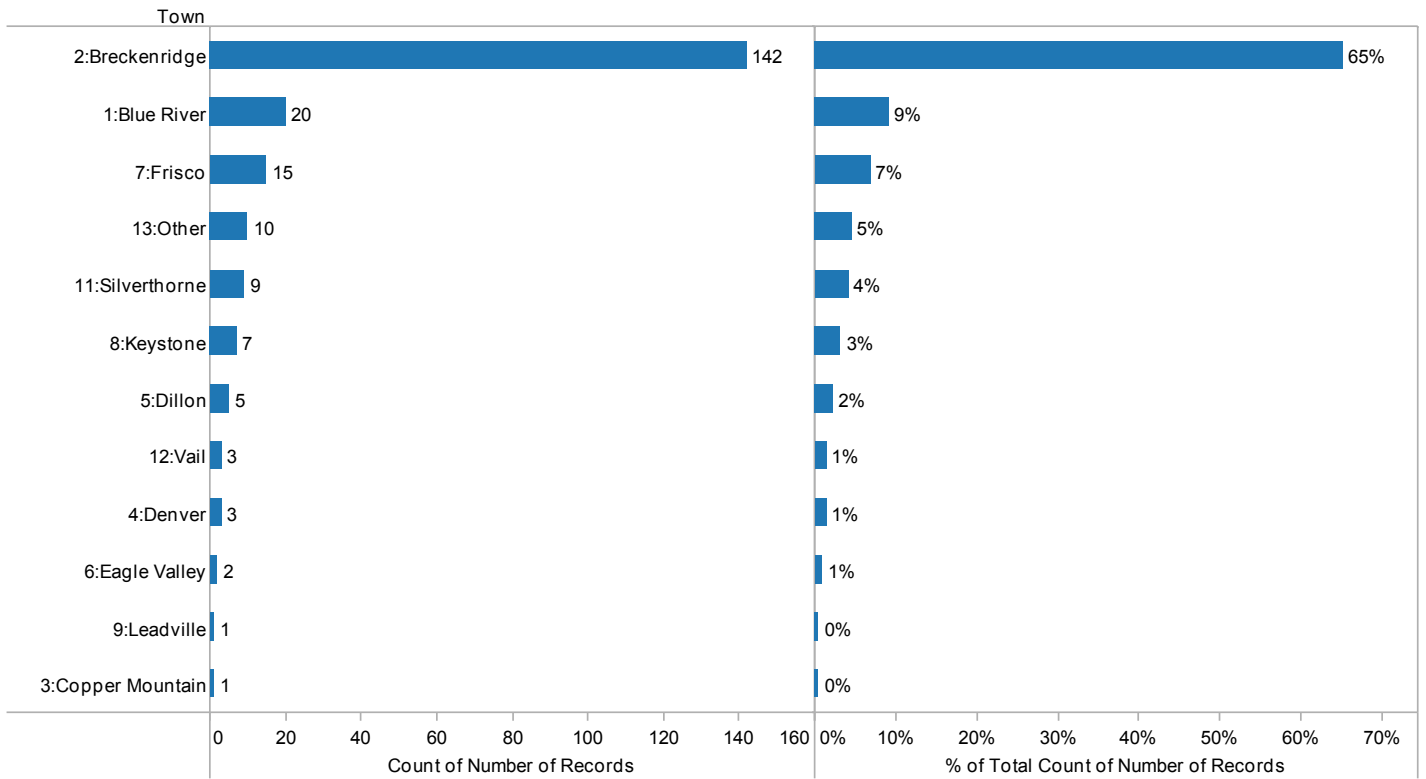


Accommodations

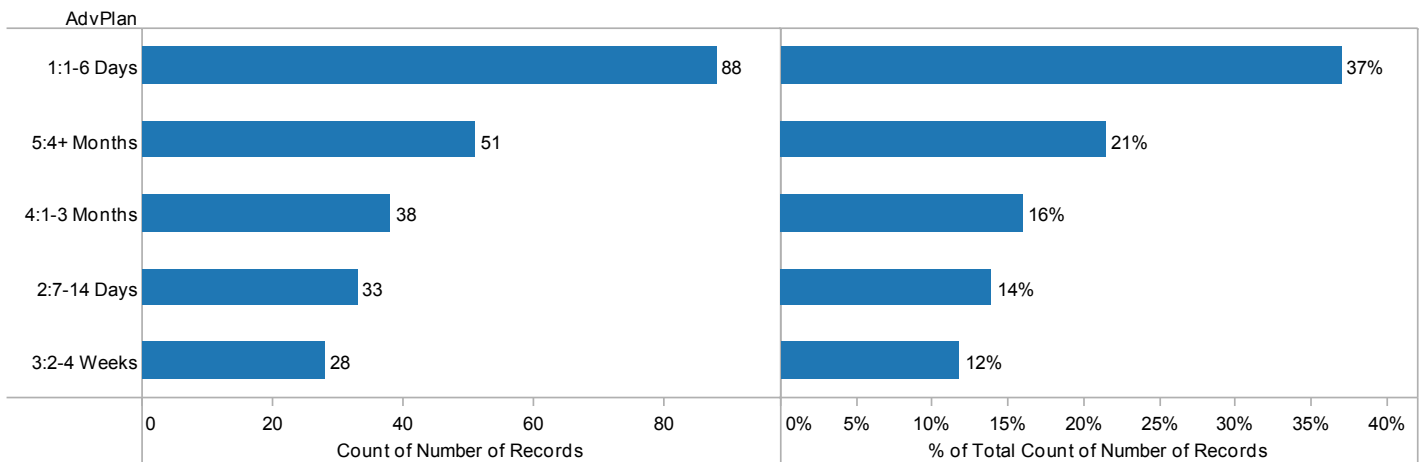
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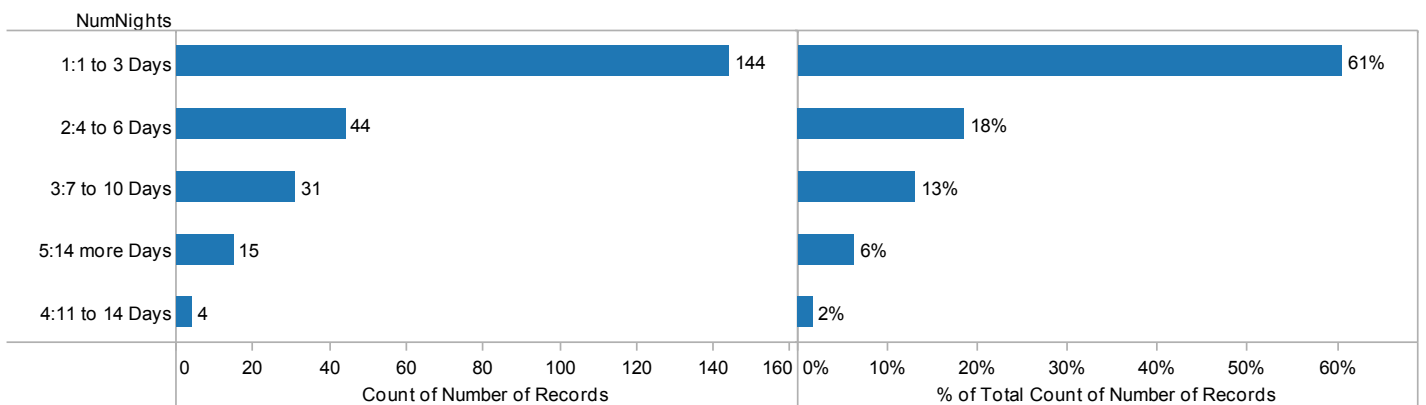
Staying Where



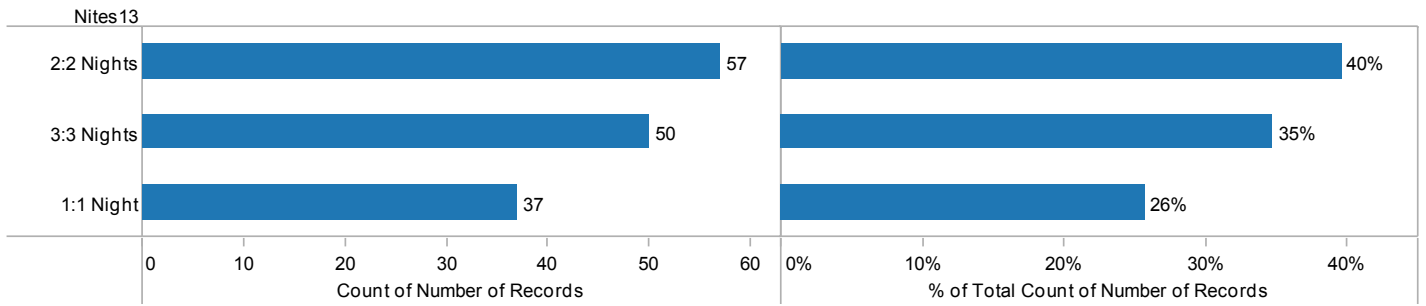
Plan Trip



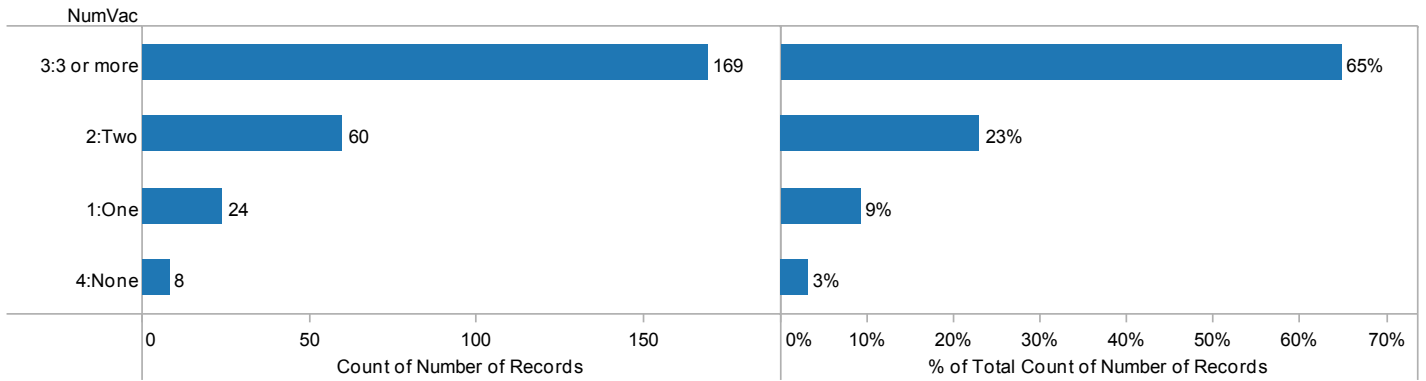
Number of Nights



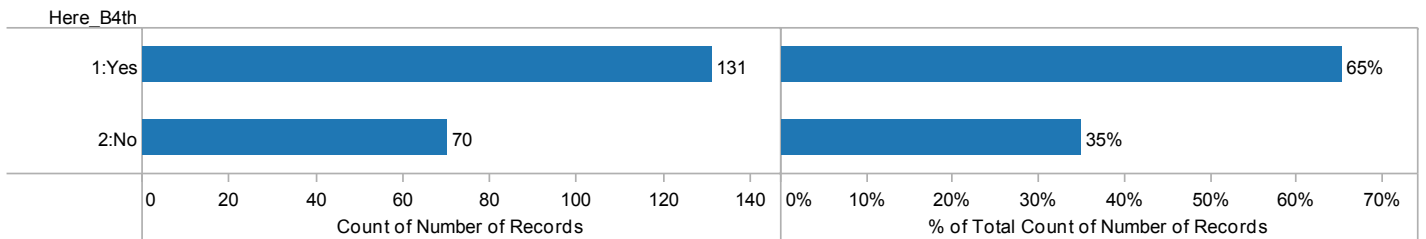
Staying 3 Days or Less



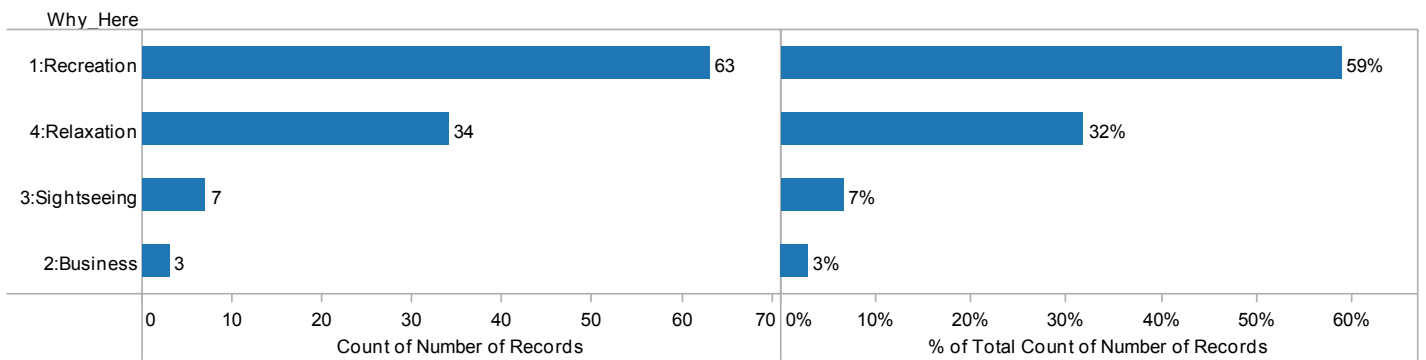
Number of Vacations



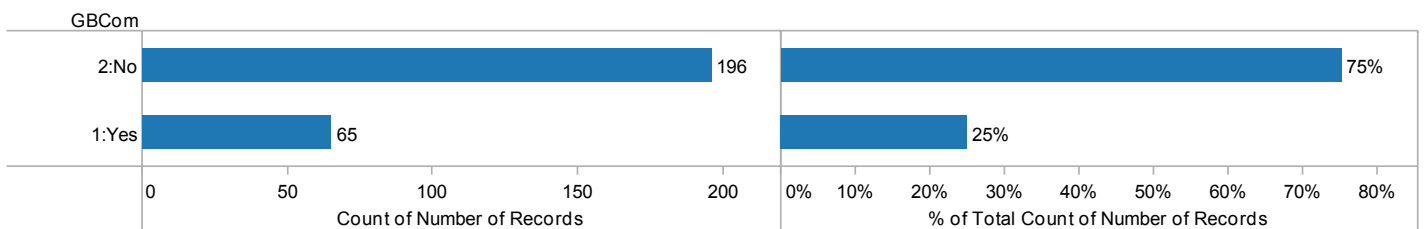
Here for Breck 4th



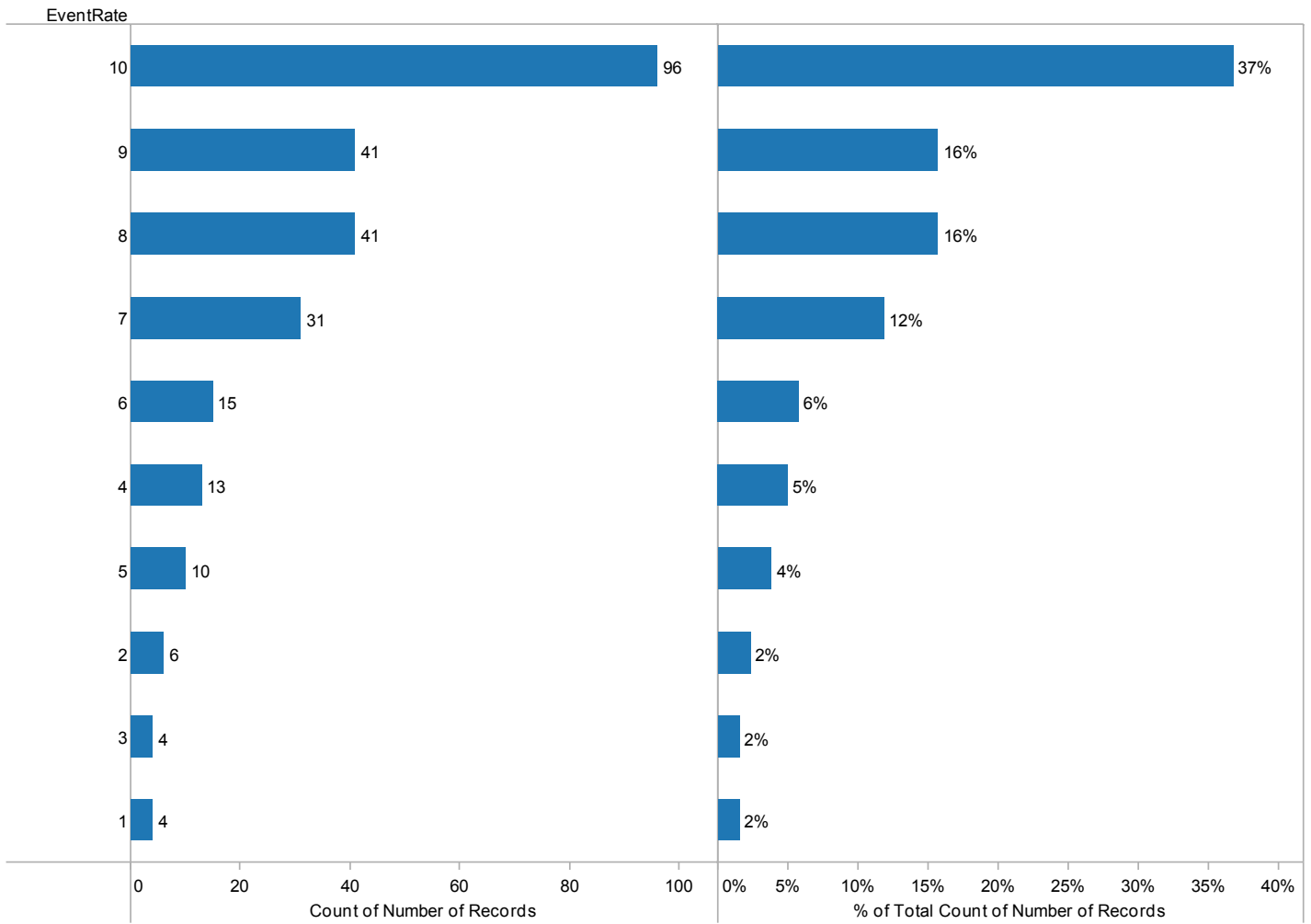
Why Here



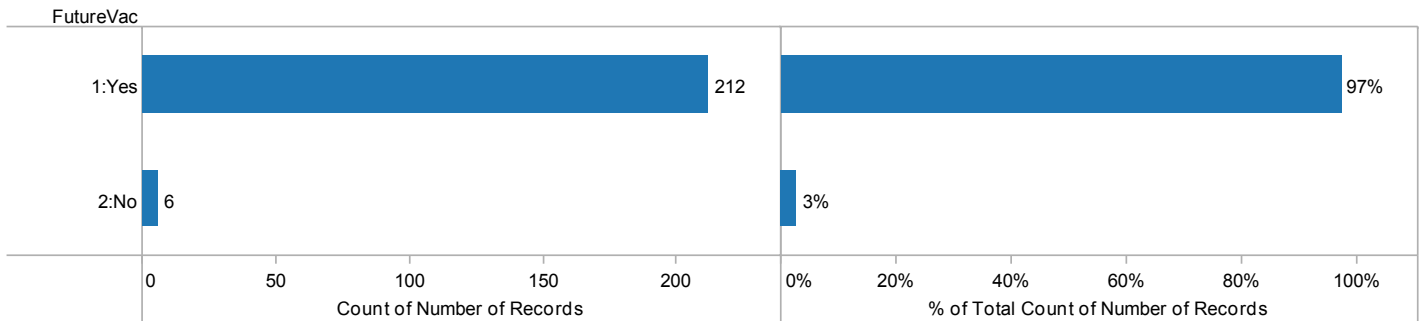
Used gobreck.com



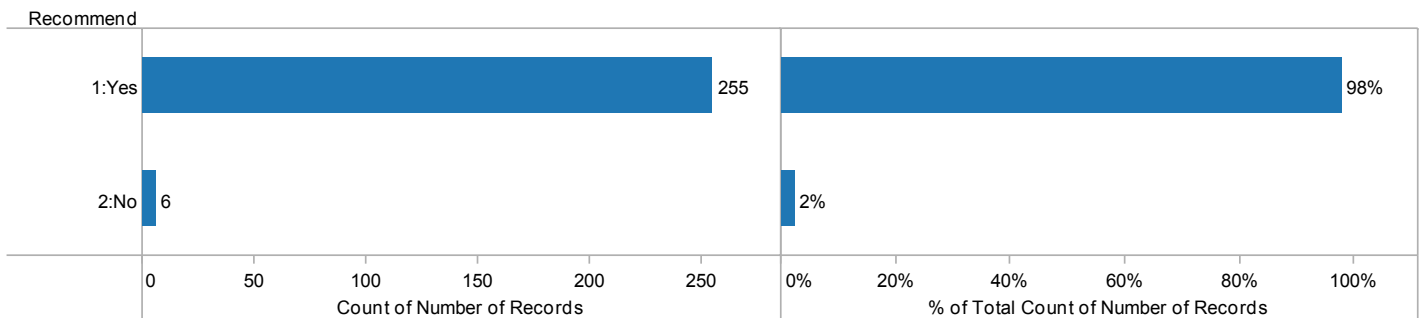
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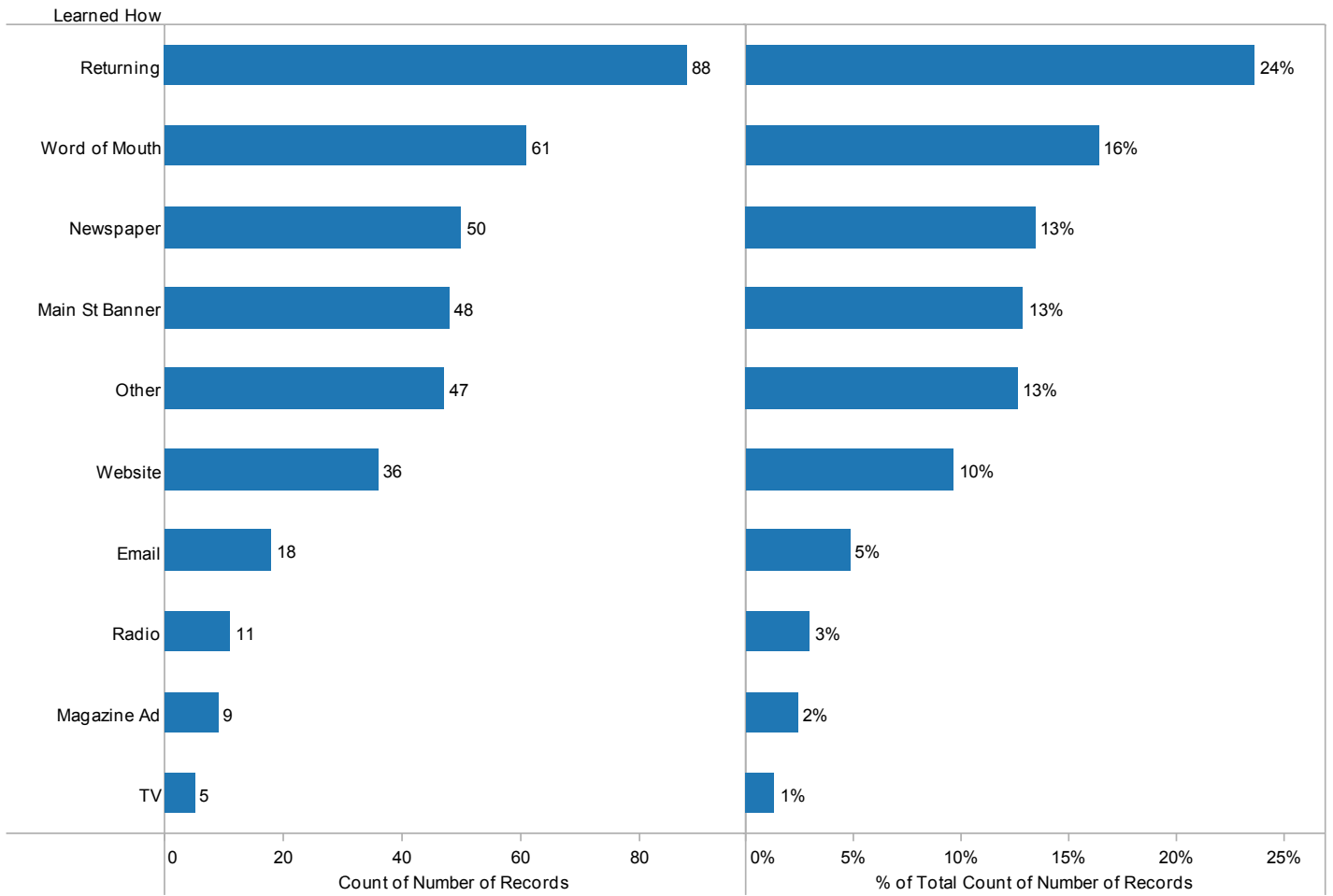
Future Vacation In Breck



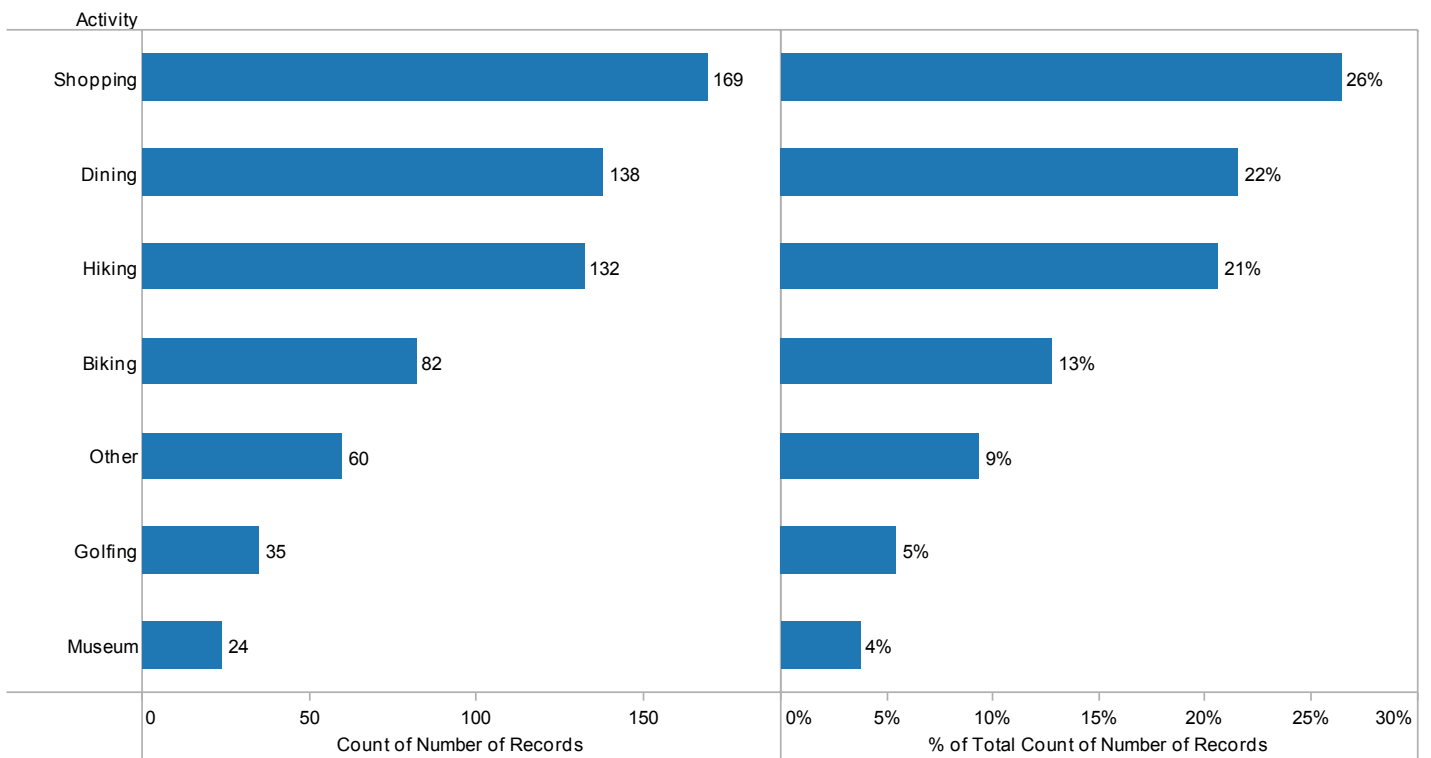
Recommend Event



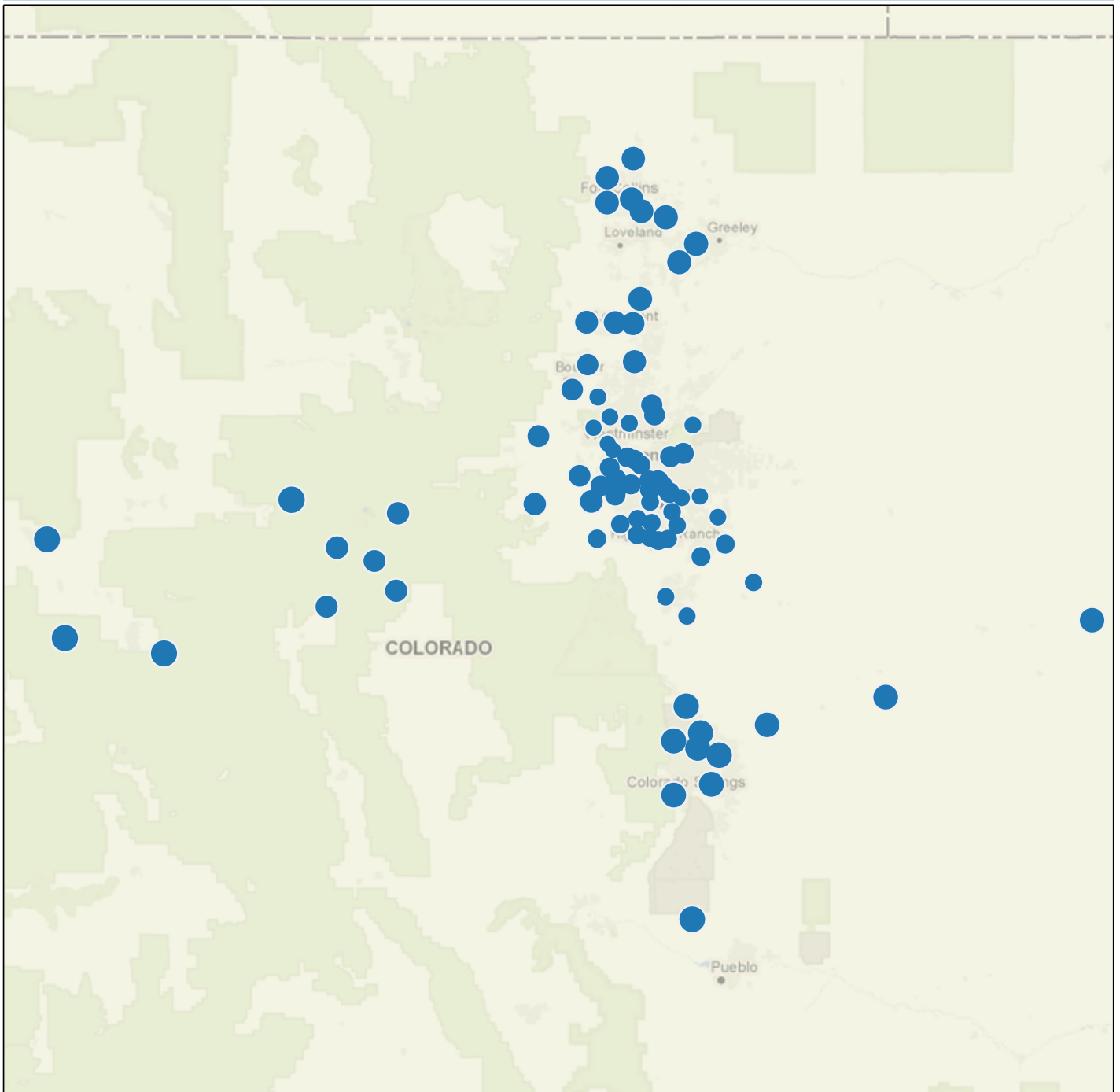
Learned of Event



Activities



Map

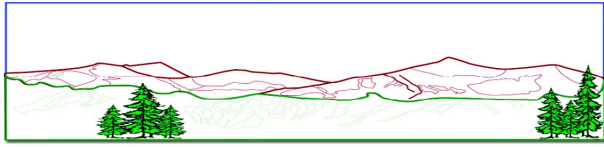


Survey conducted and reported by:

Breckenridge Grand Vacations Marketing Services
6920 S Jordan Road Suite "O"
Centennial, Colorado 80112
303-766-0257 – Office

Contact:
Sean Diehl
Director of Marketing
303-905-5580 – Mobile
720-870-3441 – Facsimile
sdiehl@bgvmarketing.com - Email

For questions regarding this report, please contact
Theron Johnson
303-748-3471
tjohnson@bgvmarketing.com



MOUNTAIN *art festivals* MARK BELING

August 18, 2010

Mayor John Warner
Breckenridge Town Council
Town of Breckenridge
P.O. Box 168
Breckenridge, CO 80424

Sent via email to: Kimd@breckgov.com

Dear Mayor Warner and Town Council,

On August 24 you will be presented with the results of the July 4th Arts District Celebration which included the 27th Annual Breckenridge July Art Festival. We know there are several new town council members since we last discussed this issue and felt it important to provide you with some background information for your discussion.

As you are aware, our intention with holding the 2010 July Art Festival in the Arts District was to hopefully create a win-win situation for the Arts district, Ridge Street and ourselves. As we understand it, at the 2010 event the Arts District gained an immense amount in public visibility and participation. We are very pleased to have contributed to that success, as well as make a financial contribution to the Arts District. Additionally, the Friends of the Arts District collected 15 pieces of art from July Art Festival participants to be sold or auctioned at a later fund-raising event for the District.

High Quality

In 2009 the July Art Festival was ranked as the 18th best Art Festival in the country by Art Fair Sourcebook. This rating is what attracts the very high quality artist that you saw on the July 4th weekend. The success of this festival is due largely in part to several things:

1. The consistent date for 27 years.
2. The wonderful Town and the demographics of the visitors.
3. The consistent and strict jury guidelines used to select participating artists.
4. The professional event organization and marketing that we provide for the artists and the Festival overall. We spend an average of \$20,000 in advertising to bring art minded clientele to Breckenridge. Additionally artists advertise to their own clientele, generally within a 100 mile radius of the festival.

P.O. BOX 3578 * BRECKENRIDGE, COLORADO * 80424
(970) 547-9326 FAX (970) 547-5375

E-MAIL: INFO@MOUNTAINARTFESTIVALS.COM WEB: WWW.MOUNTAINARTFESTIVALS.COM

Adding to this success are the guidelines set forth by us for the artists:

- We limit the number of artists for each category (i.e. Painting, glass, ceramics, etc.)
- The artist must represent and sell their own work, artist representatives are not allowed.
- We insist on professional looking displays, not a flea market atmosphere.

Most of the artists stay in properties in town, eat all their meals in local restaurants and also shop. Some of them view this as a vacation and bring their families for a week or more, others will spend a month or more in Breckenridge, using it as a home base for additional festivals they may be participating in throughout the mountain region.

Our Background

Both Mark and Judith are jewelry artists and exhibited in fine art shows from 1976-2001 in Florida, the Southeast, Northeast and Midwest states, as well as Colorado.

In 1993 we purchased the then Memorial Day, July 4th and Labor Day art shows from Dick Cunningham, when he moved from Breckenridge to Florida. He was insistent that we take them over as he felt our experience would be very beneficial to this rather complex business. We have organized successful events in Breckenridge and look forward to continuing. We are also the owners of J&M Jewelry, for 20 years we have run this business on Main St. in Breckenridge.

We are very community minded. Over the past 16 years we have donated over \$135,000 in cash to a wide range of organizations including Summit High School Scholarships, Team Summit, Summit County Youth, Breckenridge Arts District (\$27,000 before 2010) and many others. Additionally, we have consistently allowed one organization per year collect "silent auction" items from artists to benefit their organization.

Date Change

We often get the question: "Why can't you just change the date to a different weekend?"

1. After 27 years the event is very successful, for reasons stated above. Changing the date would be like starting over, with a new event. Along with all the other wonderful July 4th activities, the Art Festival is one reason people come to Breckenridge at that time.
2. The summer art festival season in the mountains of Colorado, Utah, Idaho & Wyoming is very short – from July 1st till Labor Day, consequently there are lots of shows packed into a few weekends. Many weekends there are 6-8 shows for artists to choose from. On the July 4th weekend our only competition for artists is Cherry Creek in Denver & the new show in Frisco which was formed to compete with the Breckenridge show. Consequently, we can draw high quality, professional artists which help the image of Breckenridge as an art town. By changing the date we would lose many of the fine artists to other shows & risk the quality of the show. Clientele who know art know the difference.
3. We have spent a lot of time, energy & dollars over the last 16 years to build our shows to a high reputation. It didn't come easily or happen overnight. Our ranking as the 18th best Art Festival in 2009 is a pretty amazing feat for a show in a small town like Breckenridge.
4. Consistency is the key to successful events – same date, same location in a community. Because of the tight season, date is most important. Changing the date would jeopardize the success of the show, for everyone involved, not just us as the event producers.

P.O. BOX 3578 * BRECKENRIDGE, COLORADO * 80424
(970) 547-9326 FAX (970) 547-5375

E-MAIL: INFO@MOUNTAINARTFESTIVALS.COM WEB: WWW.MOUNTAINARTFESTIVALS.COM

Other comments

Because of our jewelry gallery we have first hand experience of the effects of the art festivals. We also have a lot of competition from the show as there are usually 10-15 jewelry booths, but we almost always do well financially on those weekends as it brings our type of clientele to town. They may not buy that weekend, but we have more traffic in the store and are exposed to new customers who may come back in the winter or fall.

We would never be involved in an event that would negatively impact our primary business – J&M Jewelry. We only see it as positive for our store.

We hear some of the galleries say that they have bad sales the weekend of the show. How do they know that their sales would be better without the show? The July Art Festival has been in town for 27 years and there are very few galleries that were here before this show was in existence. You would have to have records of sales from 28 years ago, but they would not be very valid as a lot has changed in town during that time. Our experience is that holiday weekends are often not great for sales as people are doing family things rather than buying things.

Thank you for taking the time to review this letter and please know that we are good, responsible, and caring business people in Breckenridge. We care about this community and its success.

We will be unable to make the meeting on August 24, but our Marketing Director Carol Craig will be in attendance to answer any questions.

Warm Regards,

Mark Beling
Judith Pollock

From: Ben Gordon [beng1139@comcast.net]
Sent: Sunday, August 01, 2010 8:40 PM
To: Ben Gordon
Subject: Arts Fair and the Arts District relationship

Hello 2nd Saturday Art Walk members and all contributors to our Arts effort in Breckenridge,

Thanks to Stephanie of Teal Gallery for hosting a meeting for the 2nd Sat group. I would like to comment that there are many positive efforts the group is making but also some difficult challenges in this economic environment. Being willing to sit down and talk about things is always a positive development. I am a committed supporter of the Arts District and am very pleased for our town that we have created such a special offering for visitors and townspeople.

Of course the Art Fairs are a completely separate entity from the Arts District . The Art Fair (Business) and the Arts District (Town Government) partnership for this year was an experiment. The “partnering” of the Arts District and the Art Fair is a creative solution to add needed funding to the Arts District and it has also created a fun atmosphere on Ridge St (where my Studio is located). But it has also created some conflict of interest.

I should mention my concern of the Art Fair / Arts District partnership. Although it doesn't directly affect my art business, I do understand the concerns of other galleries. Some Business owners are very uncomfortable with this partnership between the Arts District and the Art Fair, feeling they are on the losing end of this arrangement. I believe the Arts fairs must be on equal footing with any other business in town. My position is that I hope we can find a way to fund the Art District differently than the arranged Arts Fair Contribution, understanding this was \$5,000 this year. I would love to see more Art Events on Ridge Street as I think it was overall very positive, appropriately located in the Arts District and heard it was successful for restaurant business on Ridge.

In conclusion I plan to continue being a committed supporter of the Arts District. Concerning the Arts Fairs, like all businesses in town, I hope for their financial success and contribution to our town's quality experience.
Sincerely, Ben Gordon

GordonArts
Ben Gordon
(studio) 202 S. Ridge St
Breckenridge, Colorado 80424
(e-mail)beng1139@comcast.net
(phone) 970-389-2968
(snail mail) PO Box 2111
(web)www.bengordonarts.com



MEMORANDUM

TO: Town Council
FROM: Chris Neubecker, Current Planning Manager
DATE: August 17, 2010
SUBJECT: AT&T Temporary Tower - Lease

As the Council may remember, the Town entered into a lease agreement with New Cingular Wireless PCS, LLC (AT&T Mobility Corporation) for the installation of a temporary mobile telephone service antenna on the south parking lot of the former Colorado Mountain College parking lot. The term of the lease was for 6 months (3 months, plus a 3 month extension). The lease is set to expire on September 1, 2010, but the new permanent antenna is not expected to be on-line and operational until the end of September. A building permit application has been submitted, but has not yet been issued. New Cingular Wireless PCS, LLC has requested an extension of the lease until September 30, 2010.

Staff believes that the temporary “cell-on-wheels” (C.O.W.) has been positive for the community and for visitors. We have personally noticed the improved mobile phone coverage in the area after the installation of the temporary C.O.W. However, we also understand the Town Council’s concern with the duration of this “temporary” solution, which the Town Council was insistent about not extending past the September 1st term. We recommend that if the Council does allow the term to expand until September 30th that the lease rate increases from \$1,000 per month to \$2,000 per month. We also suggest that the rate double in subsequent months, if allowed by Council, as we believe the current rates are far below the value provided to AT&T and their customers. We recommend against allowing the temporary C.O.W. beyond October 31, 2010.

New Cingular Wireless PCS and their consultants, Black & Veatch, have been working to get the new antenna installed at Beaver Run. They have had a few setbacks with their lease negotiations, which stemmed around the design and location of some of the permanent equipment, including a proposed penetration of the membrane roof. As staff understands, the final lease with Beaver Run was not signed until the week of August 9th, further delaying the design and installation of the permanent antenna.

In addition to extending the term of the lease, the development permit (PC#2010006) for this temporary structure will need to be extended. This will be extended by the staff with a Class D permit if the lease extension is approved.

We would like the Town Council to direct staff on how to proceed with this requested lease extension, including commenting on the lease term and rate.

Memorandum

TO: Town Council

FROM: Tom Daugherty, Town Engineer

DATE: August 19, 2010

RE: Facilities Master Plan Update for Town Hall

The Town conducted a study in 2002 to assess the facilities owned by the Town and to determine the Town's space needs into the future. This study was conducted by Daniel C. Smith and Associates. The study identified areas where the Town could need additional space. As an example, the Police Facility was a result of a need identified in this study. The study assumed that the service levels, at the time, would be maintained as the community grew. Now that service levels have been reduced the study needs to be revisited to reflect the new reality. This memo is intended to provide information to the Town Council as they look to make decisions relative to the Harris Street building (old CMC) and Town Hall buildings.

The Smith Study projected that the staffing level for the Town Hall functions would increase beyond the space available in the current Town Hall. In 2008 the Town hired McMenemy Design Associates to perform a fitting exercise in the existing Town Hall and the Harris Street Building. This exercise used the Smith Study staffing projections to evaluate each building. The conclusion was that the existing Town Hall would need an addition of approximately 4,400 square feet to fit the projected staffing and the Harris Street building could accommodate the projected staffing without an addition and only modifications to the interior.

The service levels have now decreased and the staffing will decrease as well. Below is a table showing the 2008 staffing, the Smith Study staffing and the new service level staffing.

Town Hall Facilities Update
Number of Employees

Functional Group	Department	2008 Staffing		Build Out Daniel Smith Study 2020		New Service Level	
		Full Time	Seasn/PT	Full Time	Seasn/PT	Full Time	Seasn/PT
Town Hall	Administration	3		4		3	
	Comm Dev	16	4	21		14	4
	Engineering	4		4		4	
	Finance	11		15		10	
	IT	4		5		4	
	Human Resources	5		7		5	
	Total	43	4	56	0	40	4

Current Town Hall - 18,169 s.f.

The Smith study showed that the existing Town Hall was lacking storage and conference space and the efficiency was below normal levels for a municipal Town Hall. The lack of conference space has, at times, impacted staffs ability to conduct business.

Typical municipal buildings have efficiencies of 0.75 and the existing Town Hall has an efficiency of 0.65. The incremental expansion and remodels have compromised functionality. An example of that is the finance and clerk offices are located on two different floors. The fact that we have multiple public counters duplicates services and creates the need for multiple staff members to interact with the public.

As you can see in the above table, the net loss of two employees will not cause the need for an expansion of the existing Town Hall. Because some departments will lose employees and others will gain employees some remodel would be necessary to make the space functional for the effected departments. It would be very difficult to increase conference and storage space in the existing facility due to the existing layout. The need for storage and conference space would likely need to be addressed with an addition.

The current Town Hall sits on a lot that is already crowded and any addition would create potential impacts on the site and parking.

Harris Street Building – 27,770 s.f.

The 2008 McMenamin Design Associates study showed that this building could accommodate the needs established in the Smith study as well as additional uses such as ceramics studio and dance studio. The Town Hall function would occupy approximately 21,000 square feet. Needless to say the reduced staffing shown in the above table can be easily accommodated as well. The appropriate conference and storage space can be accommodated in this building in either scenario and the functionality can be addressed during the design of the interior.

The existing layout of the building is meant for classroom type uses and is likely that a remodel will be required for any use of the building in the future.

As an additional item, staff has considered moving the Recreation Center administration staff to Town Hall. Currently Recreation administration consists of 4 employees which would equate to approximately 1,000 square feet of office space. This is based on a standard of 250 square feet of net usable square feet per person. The current offices at the Recreation Center are crowded and undersized which restricts functionality. Moving the administration for the Recreation Department would free up needed space in the Recreation Center for use by Recreation Center Staff.

Summary

The current Town Hall is essentially at capacity and any growth in staffing levels would require an addition to the building or relocate to another location such as the Harris Street building. The existing Town Hall building does not meet current storage and conference space needs and is unlikely to be met without an addition or extensive remodeling. The functionality of the building impacts efficiencies and is not likely to be remedied without a remodel or addition.

The Harris Street building has enough space and flexibility that it can accommodate most future scenarios. The Harris Street building will require an interior remodel for most future uses of the building.

TO: BRECKENRIDGE TOWN COUNCIL
FROM: BRIAN WALDES, FINANCIAL SERVICES MANAGER
SUBJECT: POWER PURCHASE AGREEMENT
DATE: 8/16/2010
CC: TIM GAGEN, KATE BONIFACE

The purpose of this memo is to describe to Council a renewable solar energy option that could save the Town a substantial amount on our annual expense for electricity over the foreseeable future. This option would also provide for the generation the solar power on site.

Financial Benefits Analysis

The specific financial arrangement staff would like to explore is called a Power Purchase Agreement (PPA). A PPA is a financial partnership between the private and public sectors that allows the private sector to monetize tax credits and other incentives available for renewable energy assets while the public sector partner enjoys a discount on its electrical utility expense, as well as other substantial benefits. In effect, the PPA allows a public sector entity to realize the benefits of the tax incentives that would otherwise not be available to an exempt organization such as the Town.

If the Town were to enter into a PPA, the private sector partner (vendor) will install, on Town property, Photovoltaic (PV) Arrays. The Town then purchases the power generated by the PV arrays at a rate less than what we currently pay to Xcel. The rate the Town would pay to the vendor escalates anywhere from 3-5% per year, as determined by the specific PPA agreement. The average term of a PPA in Colorado is 20 years. It is important to note that the Town does not own the panels under the PPA agreement, nor can we assert to be generating solar power. The vendor maintains ownership of both the panels and the claim to be generating solar power. This is an important distinction.

A 20 year PPA structured in this manner could save the Town as much as \$2.6mm over the complete term of the arrangement. This saving amount assumes large arrays at the Recreation Center, Ice Rink, Golf Course, among other smaller locations. However, PPAs are generally structured with purchase options after year 5. Under this option, the Town could purchase the PV arrays at that time for their appraised fair market value. If the purchase option is exercised at the end of year 5, the savings for the Town increase to \$3.5mm over the 20 year analysis period. It bears stating that PV arrays are generally guaranteed for 25 years by the manufacturer. Preliminary analysis indicates that the rate of return on such an investment approaches 20% based on the energy expense savings the Town would realize.

Staff has researched several extant PPA agreements in Colorado. Through this research, it has become clear that Breckenridge is an excellent candidate for a PPA. The Town uses a substantial amount of power (4.6mm kWh/year) and has ample roof space for large PV array installations. We have contacted several vendors and have received very preliminary sketches of what we could achieve. It may be possible to install enough arrays to offset over 20% of our current electrical power consumption.

A PPA compares very favorably to continuing to purchase all of our power from Xcel. It also would save money over a straight purchase of a large set of PV arrays by the Town, with the best option overall being to purchase the arrays from the vendor as soon as possible under the specific PPA contract. The specific funding arrangement for the purchase will be determined at a later date. An analysis of the 4 options over a 20 year period is presented below.

5 Year PPA with Purchase		vs	Xcel		vs	Straight Purchase		vs	20 year PPA	
Expense	\$ 850,641	*	Savings	\$ 3,429,693		Savings	\$ 1,856,480		Savings	\$ 810,878
	19.6%		Rate of Return on \$1,220,000 purchase price			* Net of year 1-5 savings				

Table 1

The analysis in table 1 is based on proposals from several vendors. An actual PPA may be different in terms of the electrical rate, size of the array, estimated purchase price, etc.

Social and Environmental Benefits Analysis

While the financial benefits of a PPA are relatively easy to illustrate, the social and environmental benefits are even more so.

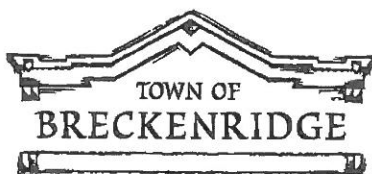
By generating its own renewable solar energy, the Town of Breckenridge would become a mountain region leader in the generation of Green power. Over 20 years, we could reduce our carbon emissions footprint by 50,000 metric tons. That equates to over 5,000,000 gallons of gasoline. The panels would, in some cases, be in highly visible locations (recreation center and ice rink). Visitors entering Town from the north or south would have a good view of the Town’s efforts to utilize renewable energy. In addition, there is the potential to install kiosks in Town buildings that would display real time updates on power generated, CO₂ emissions offset, and other information on an interactive display screen.

In researching vendors, staff has endeavored to locate firms that use local labor to install the actual PV arrays. While this aspect of the agreement cannot be guaranteed 100% due to price restrictions, we have received information indicating that potential vendors will seek local partnerships in this area. In addition, the arrays will require minimal maintenance from time to time throughout their life. This service can also be contracted locally.

Conclusion

Staff respectfully requests Council’s permission to pursue a PPA with a qualified vendor. If granted, staff will use this authority to move quickly on an agreement that will take advantage of current pricing structures available.

Attached is a power point presentation that will be presented to Council at the August 24th work session. We will go into more detail at that time and be able to answer any questions Council may have.



Power Purchase Agreement Analysis

-
- Financial
 - Operational
 - Town Vision

Financial

A Power Purchase Agreement (PPA) is a partnership between the private and public sectors through which both parties benefit.

Financial

Private Sector Benefits

The PPA vendor purchases, installs, and maintains ownership of the arrays. They enjoy;

1. Federal Income Tax Credit (ITC) of 30% of array cost
2. Alternative tax depreciation methods. Fully depreciated in 5 years. 50% in year 1.
3. Energy payments from customer (The Town)

Financial

Private Sector Benefits Cont.

1. Xcel rebate - when system becomes operational. Paid on a kWh basis
2. Xcel Renewable Energy Credit (REC) contract. Xcel pays for actual power generated.
3. Payment from customer for purchase of array

Financial

Public Sector Benefits

1. Array is purchased and installed at no cost to the Town.
2. Town purchases power from PPA vendor at discounted rate relative to Xcel rate.
3. Through purchase option (year 5), Town obtains entire array for (est.) 50% of initial cost. Town also inherits REC revenue contract.
4. Return on investment (purchase price) is very high.

Financial

5 Year PPA with Purchase		vs	Xcel		vs	Straight Purchase		vs	20 year PPA	
Expense	\$ 850,641 *		Savings	\$ 3,429,693		Savings	\$ 1,856,480		Savings	\$ 810,878
	19.6%		Rate of Return on \$1,220,000 purchase price			* Net of year 1-5 savings				

Operational

Benefits

- Budget cost certainty
- Hedged against energy price increases
- Potential Synergy Opportunities (e.g. Outdoor Ice rink roof)

Operational

Challenges

- Maintenance
- Committing roof space for 20-30 years
- Complicates any roof repairs, replacements
- Other operational risks (roof leaks, lightning, snow removal)
- Building Code issues

Town Vision

The PPA could not be more in line with our long term vision;

1. Saves \$
2. Green energy, offsetting up to 20% of use at facilities with arrays
3. Highly visible (kiosks, visible arrays)
4. Town would be taking a leadership role both locally and regionally

Recommendation

Council grants permission to proceed in direct negotiations with PPA vendor.

MEMO

TO: Mayor & Town Council
FROM: Tim Gagen
DATE: August 18, 2010
SUBJECT: Committee Reports for 8.10.10 Council Packet

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

I-70 Coalition **Tim Gagen** **August 4, 2010**

The Board of Directors has decided not to pursue hiring a new Executive Director for the time being. However, they will instead contract with a consultant to assist the Coalition in the review of the revised PEIS. CDOT plans the release of the PEIS in the next 30 days, and will hold public hearings in October in each County. The Board is also working with CDOT to coordinate TDM (Transportation Demand Management) efforts along the corridor. Budget and dues for 2011 will be discussed at the next meeting.

Liquor Licensing Authority **MJ Loufek** **August 17, 2010**

- All consent calendar items were approved.
- The Authority approved “A Resolution Adopting Amended Penalty Guidelines For Use In Connection With The Imposition Of Disciplinary Action Against Liquor Licensees.” The resolution incorporates the offense “Removal of Alcohol from Licensed Premises” in the guidelines.
- A copy of Council Bill No. 27, Series 2010, eliminating the distance restriction for a hotel and restaurant liquor license for the campus of a junior college district and recently adopted on first reading by the Town Council, was shared with the Authority.

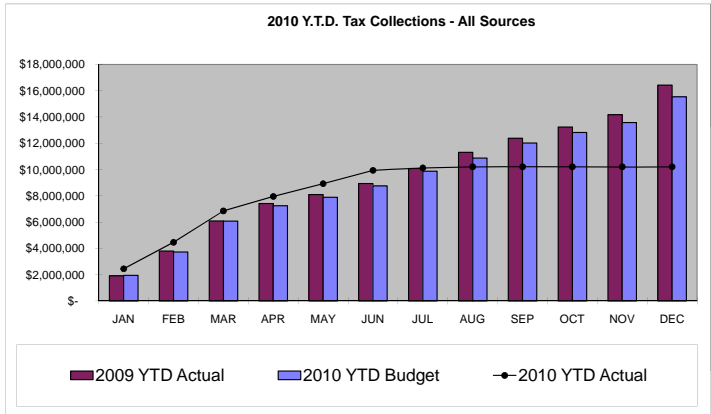
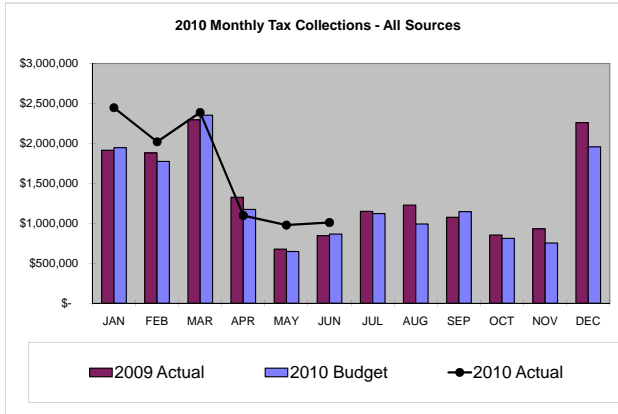
<u>Committees</u>	<u>Representative</u>	<u>Report Status</u>
CAST	Mayor Warner/Tim Gagen	No Meeting/ Report
CDOT	Tim Gagen	Verbal
CML	Tim Gagen	No Meeting/Report
I-70 Coalition	Tim Gagen	Included
Mayors, Managers & Commissions Mtg	Mayor Warner	No Meeting/Report
Summit Leadership Forum	Tim Gagen	No Meeting/Report
Liquor Licensing Authority*	MJ Loufek	Included
Wildfire Council	Matt Thompson	No Meeting/Report
Public Art Commission*	Jenn Cram	No Meeting/Report
Summit Stage*	James Phelps	No meeting/Report
Police Advisory Committee	Rick Holman	No Meeting/Report
Housing/Childcare Committee	Laurie Best	Verbal Report

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

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

TOWN OF BRECKENRIDGE
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	\$ 1,914,193	\$ 1,914,193	11.7%	\$ 1,946,599	\$ 1,946,599	12.5%	\$ 2,445,656	27.8%	125.6%	\$ 2,445,656	27.8%	125.6%
FEB	\$ 1,880,837	\$ 3,795,030	23.1%	\$ 1,773,619	\$ 3,720,218	24.0%	\$ 2,019,377	7.4%	113.9%	4,465,033	17.7%	120.0%
MAR	\$ 2,293,993	\$ 6,089,023	37.1%	\$ 2,351,856	\$ 6,072,074	39.1%	\$ 2,387,074	4.1%	101.5%	6,852,107	12.5%	112.8%
APR	\$ 1,325,730	\$ 7,414,752	45.1%	\$ 1,172,250	\$ 7,244,324	46.6%	\$ 1,096,851	-17.3%	93.6%	7,948,959	7.2%	109.7%
MAY	\$ 676,634	\$ 8,091,386	49.3%	\$ 646,259	\$ 7,890,583	50.8%	\$ 976,996	44.4%	151.2%	8,925,955	10.3%	113.1%
JUN	\$ 844,559	\$ 8,935,945	54.4%	\$ 864,354	\$ 8,754,938	56.4%	\$ 1,009,020	19.5%	116.7%	9,934,975	11.2%	113.5%
JUL	\$ 1,148,282	\$ 10,084,227	61.4%	\$ 1,121,936	\$ 9,876,873	63.6%	\$ 186,067	-83.8%	16.6%	10,121,042	0.4%	102.5%
AUG	\$ 1,226,749	\$ 11,310,975	68.8%	\$ 991,855	\$ 10,868,729	70.0%	\$ 86,598	-92.9%	8.7%	10,207,640	-9.8%	93.9%
SEP	\$ 1,075,451	\$ 12,386,427	75.4%	\$ 1,144,450	\$ 12,013,179	77.3%	\$ -	n/a	0.0%	10,207,640	-17.6%	85.0%
OCT	\$ 853,659	\$ 13,240,086	80.6%	\$ 811,550	\$ 12,824,728	82.6%	\$ -	n/a	0.0%	10,207,640	-22.9%	79.6%
NOV	\$ 930,260	\$ 14,170,346	86.3%	\$ 751,933	\$ 13,576,661	87.4%	\$ -	n/a	0.0%	10,207,640	-28.0%	75.2%
DEC	\$ 2,258,751	\$ 16,429,097	100.0%	\$ 1,956,122	\$ 15,532,784	100.0%	\$ -	n/a	0.0%	\$ 10,207,640	-37.9%	65.7%

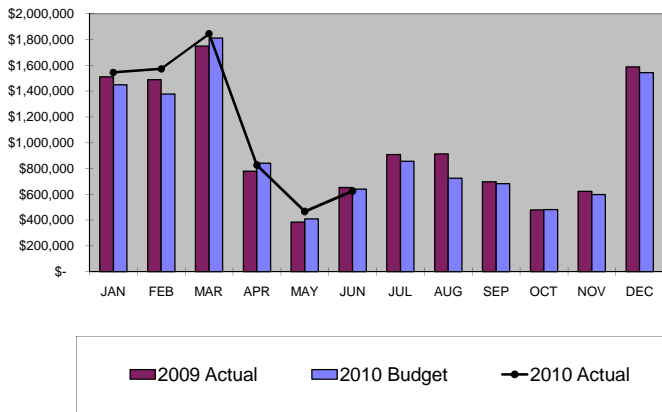


Prior Year Actual and Current Year Budget Variances					
	TOTAL	Sales	Accommodations	RETT	Housing
vs. June 09 Actual	164,461	(26,541)	(8,948)	201,958	(2,007)
vs. June 10 Budget	144,666	(14,764)	(5,502)	163,427	1,504
vs. YTD 09 Actual	999,030	313,715	(2,246)	649,190	38,371
vs. YTD 10 Budget	1,178,534	352,470	69,057	690,792	66,215

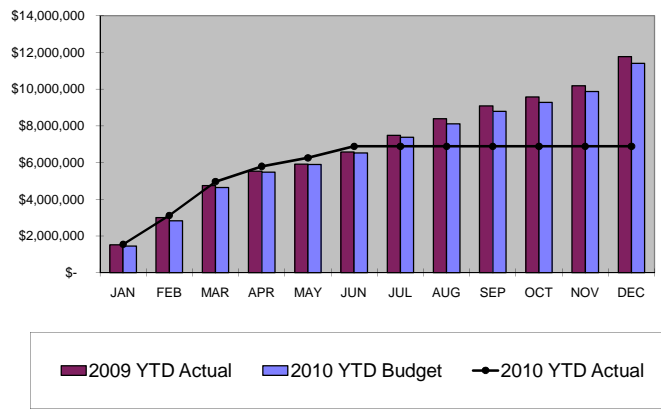
**TOWN OF BRECKENRIDGE
SALES TAX COLLECTIONS
REPORTED IN THE PERIOD EARNED**

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%	\$ 625,370	-4.1%	97.7%	6,880,056	4.8%	105.4%
JUL	907,582	7,473,924	63.5%	855,252	7,382,838	64.7%	\$ -	n/a	0.0%	6,880,056	-7.9%	93.2%
AUG	914,206	8,388,129	71.2%	725,780	8,108,618	71.1%	\$ -	n/a	0.0%	6,880,056	-18.0%	84.8%
SEP	697,168	9,085,297	77.2%	682,331	8,790,948	77.0%	\$ -	n/a	0.0%	6,880,056	-24.3%	78.3%
OCT	479,350	9,564,648	81.2%	480,780	9,271,728	81.2%	\$ -	n/a	0.0%	6,880,056	-28.1%	74.2%
NOV	623,385	10,188,032	86.5%	597,497	9,869,225	86.5%	\$ -	n/a	0.0%	6,880,056	-32.5%	69.7%
DEC	\$ 1,587,558	\$ 11,775,591	100.0%	\$ 1,542,384	11,411,609	100.0%	\$ -	n/a	0.0%	\$ 6,880,056	-41.6%	60.3%

2010 Monthly Sales Tax Collections



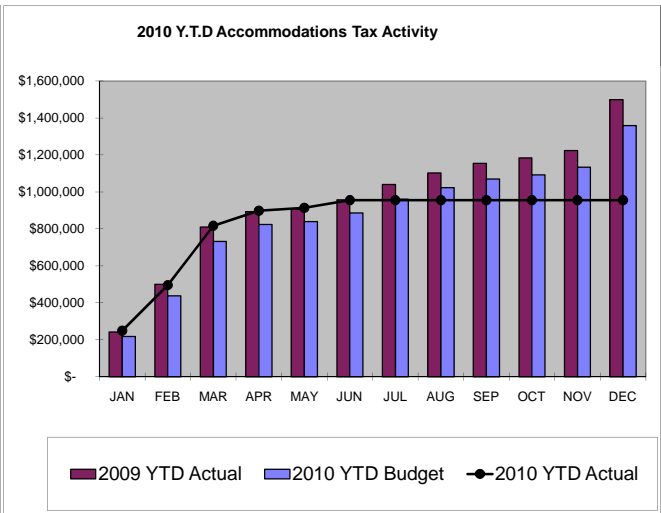
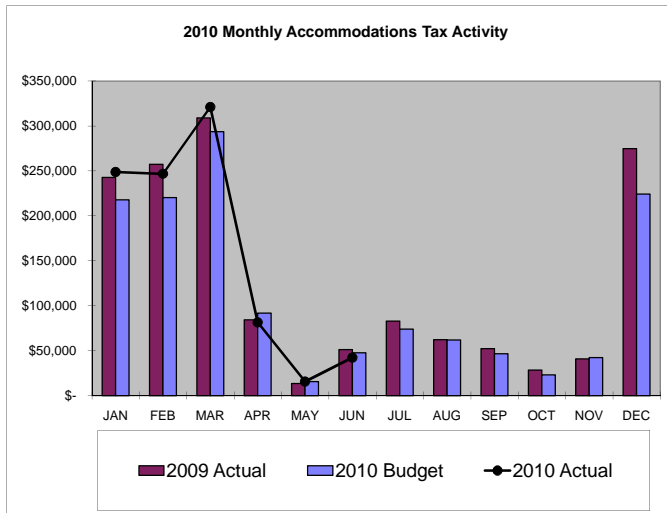
2010 Y.T.D. Sales Tax Collections



**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	\$ 242,816	\$ 242,816	16.2%	\$ 217,666	\$ 217,666	16.0%	\$ 248,685	2.4%	114.3%	\$ 248,685	2.4%	114.3%
FEB	257,415	500,230	33.4%	220,378	438,044	32.2%	\$ 246,800	-4.1%	112.0%	495,485	-0.9%	113.1%
MAR	309,038	809,268	54.0%	293,538	731,582	53.9%	\$ 321,114	3.9%	109.4%	816,600	0.9%	111.6%
APR	84,113	893,382	59.6%	91,571	823,153	60.6%	\$ 81,371	-3.3%	88.9%	897,971	0.5%	109.1%
MAY	13,349	906,730	60.5%	15,721	838,874	61.8%	\$ 15,461	15.8%	98.3%	913,432	0.7%	108.9%
JUN	51,189	957,919	63.9%	47,743	886,617	65.3%	\$ 42,241	-17.5%	88.5%	955,673	-0.2%	107.8%
JUL	82,671	1,040,591	69.4%	73,957	960,574	70.7%	\$ -	n/a	0.0%	955,673	-8.2%	99.5%
AUG	62,207	1,102,798	73.6%	61,895	1,022,468	75.3%	\$ -	n/a	0.0%	955,673	-13.3%	93.5%
SEP	52,076	1,154,873	77.0%	46,421	1,068,889	78.7%	\$ -	n/a	0.0%	955,673	-17.2%	89.4%
OCT	28,488	1,183,361	78.9%	23,199	1,092,088	80.4%	\$ -	n/a	0.0%	955,673	-19.2%	87.5%
NOV	40,901	1,224,262	81.7%	42,213	1,134,300	83.5%	\$ -	n/a	0.0%	955,673	-21.9%	84.3%
DEC	\$ 274,807	\$ 1,499,070	100.0%	\$ 224,123	1,358,423	100.0%	\$ -	n/a	0.0%	\$ 955,673	-36.2%	70.4%

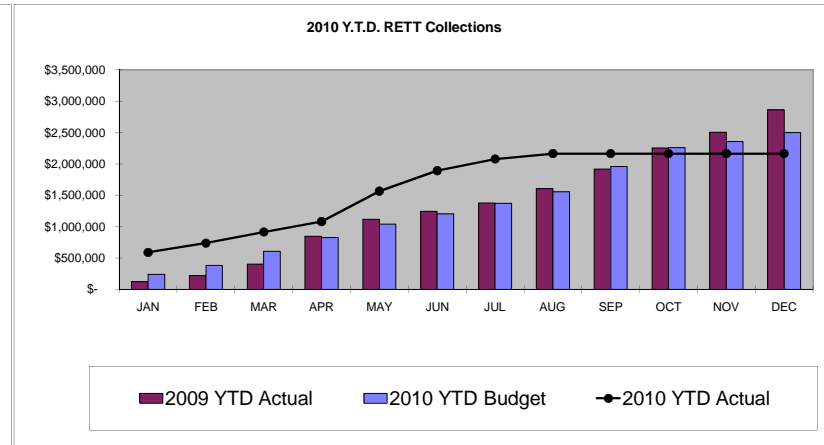
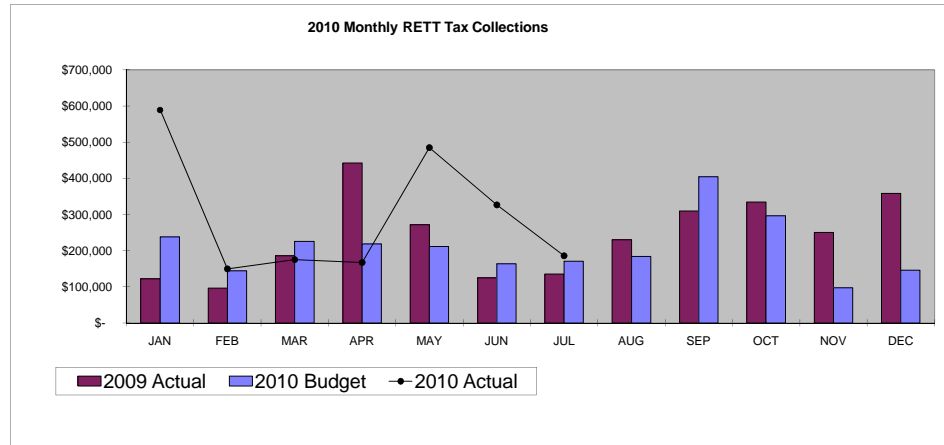
Accommodation tax amounts reflect collections at the 2% rate.



**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%	186,067	108.8%	-45.8%	37.4%	2,077,841	151.5%	-29.1%	50.8%
AUG	594,349	3,527,032	62.1%	230,014	1,607,991	56.2%	183,756	1,555,681	62.23%	86,598	47.1%	-85.4%	-62.4%	2,164,439	139.1%	-38.6%	34.6%
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	2,164,439	110.4%	-48.9%	12.9%
OCT	392,752	4,631,779	81.6%	334,899	2,252,591	78.7%	296,502	2,256,623	90.26%	-	0.0%	n/a	n/a	2,164,439	95.9%	-53.3%	-3.9%
NOV	459,147	5,090,926	89.7%	250,106	2,502,697	87.5%	97,454	2,354,077	94.16%	-	0.0%	n/a	n/a	2,164,439	91.9%	-57.5%	-13.5%
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	\$ 2,164,439	86.6%	-61.9%	-24.3%

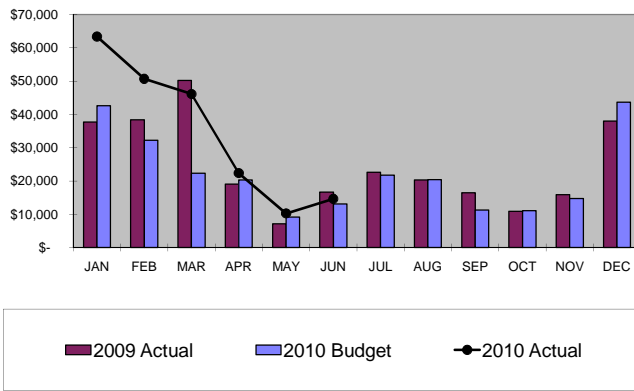
August #s are as of 8/13/10



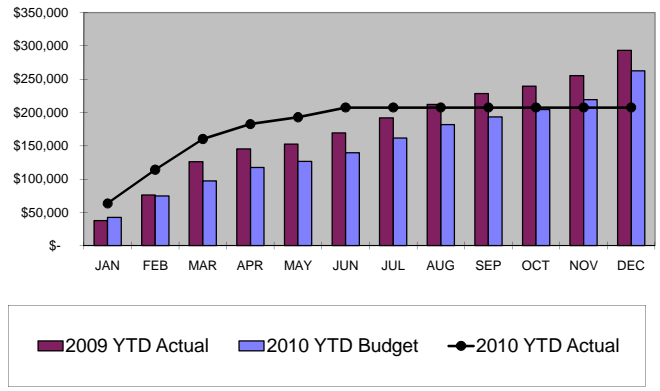
**TOWN OF BRECKENRIDGE
AFFORDABLE HOUSING SALES TAX COLLECTIONS
REPORTED IN THE PERIOD EARNED**

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%	\$ 14,630	-12.1%	111.5%	207,471	22.7%	148.5%
JUL	22,635	191,735	7.7%	21,785	161,537	7.5%	\$ -	n/a	0.0%	207,471	8.2%	128.4%
AUG	20,323	212,058	6.9%	20,425	181,962	6.6%	\$ -	n/a	0.0%	207,471	-2.2%	114.0%
SEP	16,506	228,564	5.6%	11,259	193,221	6.1%	\$ -	n/a	0.0%	207,471	-9.2%	107.4%
OCT	10,922	239,486	3.7%	11,069	204,290	4.1%	\$ -	n/a	0.0%	207,471	-13.4%	101.6%
NOV	15,868	255,354	5.4%	14,769	219,059	5.4%	\$ -	n/a	0.0%	207,471	-18.8%	94.7%
DEC	\$ 37,964	\$ 293,318	12.9%	\$ 43,693	262,752	15.1%	\$ -	n/a	0.0%	\$ 207,471	-29.3%	79.0%

2010 Monthly Aff. Housing Sales Tax Collections



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

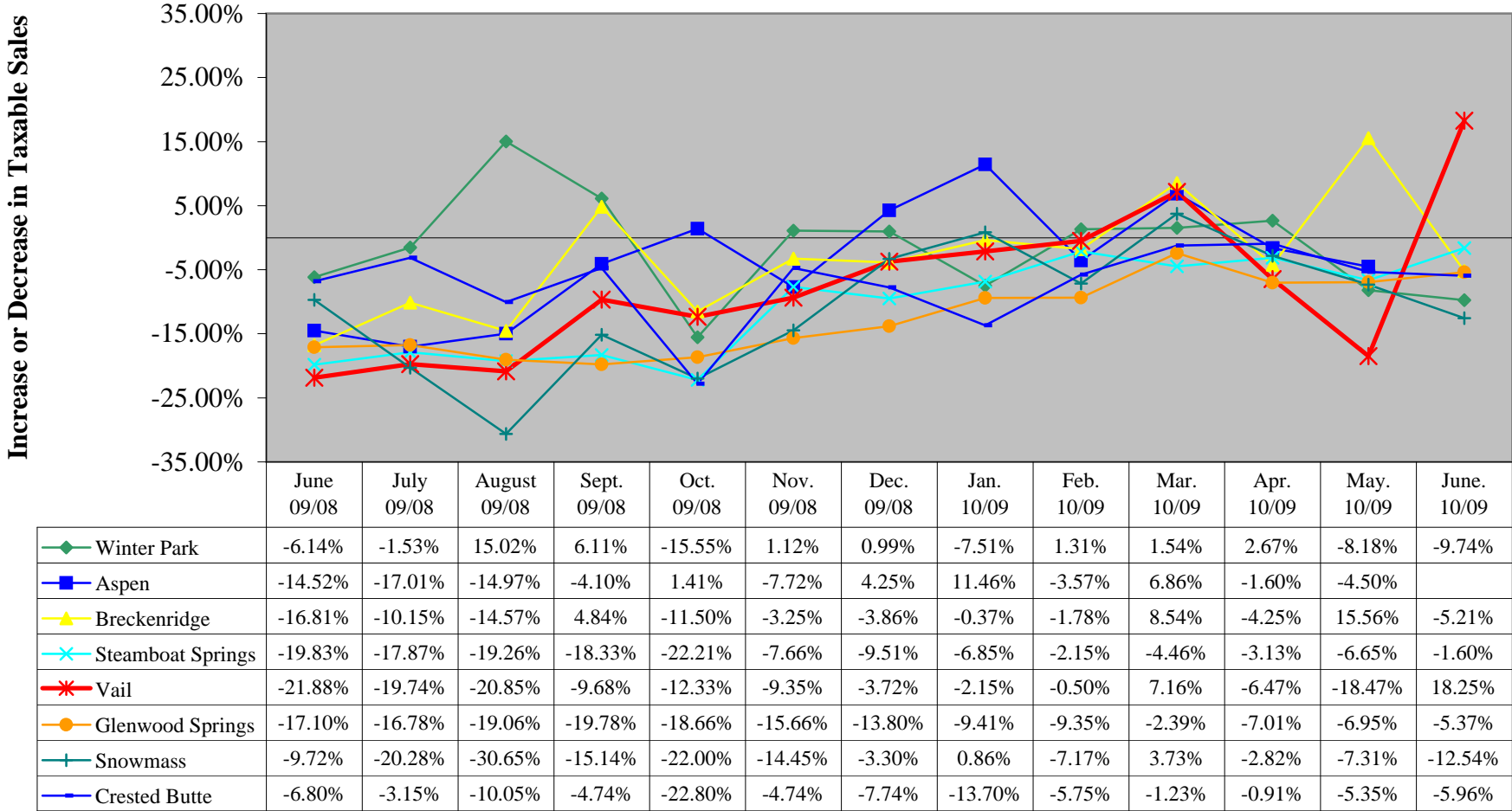


Mountain Communities Report

Taxable Sales (based on Sales/Use tax collected) 2010/2009 to 2009/2008

	June 2009/2008	July 2009/2008	August 2009/2008	September 2009/2008	October 2009/2008	November 2009/2008	December 2009/2008	January 2010/2009	February 2010/2009	March 2010/2009	April 2010/2009	May 2010/2009	June 2010/2009
Sales - Winter Park (5%)	\$ 3,431,880	\$ 3,515,100	\$ 3,044,340	\$ 3,130,240	\$ 1,755,500	\$ 2,673,360	\$ 8,911,020	\$ 7,668,840	\$ 7,861,500	\$ 9,386,660	\$ 3,987,360	\$ 1,752,640	\$ 3,097,760
	\$ 3,656,540	\$ 3,569,540	\$ 2,646,860	\$ 2,950,080	\$ 2,078,720	\$ 2,643,700	\$ 8,823,720	\$ 8,291,240	\$ 7,759,920	\$ 9,244,280	\$ 3,883,660	\$ 1,908,720	\$ 3,431,880
<i>Winter Park % Inc(Dec) in sales</i>	-6.14%	-1.53%	15.02%	6.11%	-15.55%	1.12%	0.99%	-7.51%	1.31%	1.54%	2.67%	-8.18%	-9.74%
	Year-to-date:												
	-2.22%												
Sales - Aspen (2.2%)	\$ 32,461,636	\$ 43,670,818	\$ 42,276,273	\$ 31,730,429	\$ 20,042,143	\$ 18,500,571	\$ 64,032,476	\$ 59,049,952	\$ 49,063,381	\$ 54,395,143	\$ 20,210,143	\$ 15,781,952	\$ -
Note: 2.1% prior to 09/2009	\$ 37,974,273	\$ 52,622,864	\$ 49,720,818	\$ 33,086,909	\$ 19,763,468	\$ 20,048,000	\$ 61,421,545	\$ 52,980,364	\$ 50,880,045	\$ 50,903,091	\$ 20,539,091	\$ 16,526,273	\$ -
<i>Aspen % Inc(Dec) in sales</i>	-14.52%	-17.01%	-14.97%	-4.10%	1.41%	-7.72%	4.25%	11.46%	-3.57%	6.86%	-1.60%	-4.50%	-
	Year-to-date:												
	-												
Sales - Breckenridge (2.5%)	\$ 16,940,960	\$ 23,166,440	\$ 20,965,880	\$ 22,799,480	\$ 13,088,040	\$ 15,917,200	\$ 45,125,440	\$ 40,041,360	\$ 39,431,960	\$ 49,949,880	\$ 19,897,440	\$ 11,393,720	\$ 16,057,840
	\$ 20,363,200	\$ 25,782,840	\$ 24,541,640	\$ 21,746,560	\$ 14,789,240	\$ 16,452,360	\$ 46,937,840	\$ 40,190,280	\$ 40,148,320	\$ 46,018,120	\$ 20,780,000	\$ 9,859,320	\$ 16,940,960
<i>Breckenridge % Inc(Dec) in sales</i>	-16.81%	-10.15%	-14.57%	4.84%	-11.50%	-3.25%	-3.86%	-0.37%	-1.78%	8.54%	-4.25%	15.56%	-5.21%
	Year-to-date:												
	1.63%												
Sales - Steamboat Springs (4%)	\$ 30,082,600	\$ 35,486,800	\$ 32,550,700	\$ 29,409,375	\$ 24,192,450	\$ 23,792,650	\$ 53,257,775	\$ 44,259,950	\$ 43,242,200	\$ 48,302,725	\$ 23,256,100	\$ 21,206,900	\$ 29,601,200
	\$ 37,523,400	\$ 43,208,225	\$ 40,313,550	\$ 36,009,325	\$ 31,100,575	\$ 25,766,350	\$ 58,851,925	\$ 47,516,500	\$ 44,190,550	\$ 50,555,125	\$ 24,008,325	\$ 22,718,225	\$ 30,082,600
<i>Steamboat % Inc(Dec) in sales</i>	-19.83%	-17.87%	-19.26%	-18.33%	-22.21%	-7.66%	-9.51%	-6.85%	-2.15%	-4.46%	-3.13%	-6.65%	-1.60%
	Year-to-date:												
	-4.20%												
Sales - Vail (4%)	\$ 17,930,825	\$ 28,046,500	\$ 26,709,775	\$ 18,843,850	\$ 14,525,825	\$ 16,296,825	\$ 63,849,350	\$ 64,083,600	\$ 64,401,675	\$ 67,099,125	\$ 28,899,650	\$ 10,520,775	\$ 21,203,975
	\$ 22,951,525	\$ 34,946,050	\$ 33,744,875	\$ 20,864,225	\$ 16,569,175	\$ 17,977,725	\$ 66,315,700	\$ 65,491,825	\$ 64,722,225	\$ 62,614,175	\$ 30,898,525	\$ 12,903,750	\$ 17,930,825
<i>Vail % Inc(Dec) in sales</i>	-21.88%	-19.74%	-20.85%	-9.68%	-12.33%	-9.35%	-3.72%	-2.15%	-0.50%	7.16%	-6.47%	-18.47%	18.25%
	Year-to-date:												
	0.65%												
Sales - Glenwood (3.7%)	\$ 34,959,703	\$ 32,990,054	\$ 32,274,351	\$ 32,741,811	\$ 27,778,649	\$ 27,512,514	\$ 39,117,459	\$ 25,374,649	\$ 23,339,649	\$ 29,069,297	\$ 24,909,486	\$ 27,186,486	\$ 33,081,081
	\$ 42,170,216	\$ 39,639,622	\$ 39,874,135	\$ 40,815,027	\$ 34,151,405	\$ 32,622,405	\$ 45,377,622	\$ 28,010,324	\$ 25,747,378	\$ 29,781,351	\$ 26,788,243	\$ 29,217,757	\$ 34,959,703
<i>Glenwood % Inc(Dec) in sales</i>	-17.10%	-16.78%	-19.06%	-19.78%	-18.66%	-15.66%	-13.80%	-9.41%	-9.35%	-2.39%	-7.01%	-6.95%	-5.37%
	Year-to-date:												
	-6.62%												
Sales - Snowmass (1%)	\$ 4,441,000	\$ 5,954,500	\$ 5,214,000	\$ 4,130,700	\$ 2,143,800	\$ 2,690,900	\$ 17,029,500	\$ 23,717,500	\$ 21,719,800	\$ 21,563,500	\$ 6,345,000	\$ 2,120,500	\$ 3,883,900
	\$ 4,919,300	\$ 7,469,153	\$ 7,517,900	\$ 4,867,800	\$ 2,748,500	\$ 3,145,400	\$ 17,611,400	\$ 23,514,900	\$ 23,397,200	\$ 20,788,800	\$ 6,528,800	\$ 2,287,700	\$ 4,441,000
<i>Snowmass % Inc(Dec) in sales</i>	-9.72%	-20.28%	-30.65%	-15.14%	-22.00%	-14.45%	-3.30%	0.86%	-7.17%	3.73%	-2.82%	-7.31%	-12.54%
	Year-to-date:												
	-1.99%												
Sales - Crested Butte (4%)	\$ 4,348,700	\$ 7,015,700	\$ 6,179,225	\$ 4,660,150	\$ 2,453,000	\$ 2,243,175	\$ 4,921,650	\$ 3,471,125	\$ 3,614,025	\$ 4,699,500	\$ 1,747,325	\$ 2,052,900	\$ 4,089,450
	\$ 4,665,950	\$ 7,243,900	\$ 6,869,250	\$ 4,892,125	\$ 3,177,325	\$ 2,354,725	\$ 5,334,600	\$ 4,021,975	\$ 3,834,625	\$ 4,757,800	\$ 1,763,375	\$ 2,169,025	\$ 4,348,700
<i>Crested Butte % Inc(Dec) in sales</i>	-6.80%	-3.15%	-10.05%	-4.74%	-22.80%	-4.74%	-7.74%	-13.70%	-5.75%	-1.23%	-0.91%	-5.35%	-5.96%
	Year-to-date:												
	-5.84%												

Mountain Communities - Monthly Comparison



MEMORANDUM

TO: Town Council

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

DATE: August 12, 2010 for August 24 Meeting

SUBJECT: Sustainable Breck Update on Public Process and Comments

The public involvement portion of the Sustainable Breck project is nearing completion. This memo outlines what has been accomplished to date and remaining events related to the project. We have also summarized public input received to date and will be looking for Council direction regarding our report back to the community at the September 15 Wrap-up meeting.

Kickoff Meeting June 21

The kickoff event on June 21 was successful, with over 120 people attending the event. The event was highlighted by a keynote speech from Auden Schendler, Executive Director of Sustainability for Aspen Skiing Company. Auden discussed some of the challenges he had faced in implementing sustainability measures in the Aspen area. The public seemed to enjoy an electronic polling exercise we conducted, which gave us some early feedback on the community's priorities for sustainability. "Energy" and "Economy" were the two sustainability topics with the highest community interest. Attendees were encouraged to sign up for the three subsequent breakout sessions.

Breakout Sessions July and August

Although not as well attended as the kickoff meeting, we had considerable public interest at the breakout group meetings. Over 40 people participated in the best attended breakout meeting (July 19), with smaller attendance at the other two meetings. A wealth of public comments were collected and the verbatim list of comments can be reviewed at www.sustainablebreck.com. The following topics were addressed in individual breakout groups, with four topics being covered at each of the three meetings (Energy and Economy were covered twice).

Housing
Energy
Child Care
Forest Health
Economy
Open Space and Recreation
Wildlife Habitat
Transportation
Land Use
Water

Staff took each of the breakout groups through an introduction of issues, including a list of suggested actions the Town could take to address the topic. The suggested actions were those actions that had been developed by the Sustainability Task Force and endorsed by the Town Council at their March 23 meeting.

Staff from the Keystone Center then facilitated group discussions on the topic. Comments were recorded on flip charts as they were made. At the end of each breakout group, the participants had an opportunity to vote on several key questions. The questions included:

- A. Is the Town on the right track regarding its proposed targets and actions?
- B. Is the proposed level of effort appropriate?
- C. Which actions or targets are highest priority?

Regarding question A, participants overwhelmingly responded that the Town is on the right track or is for “the most part” on the right track for nine of the ten topic areas listed above. Only under the Housing category was there a split, with half of the participants indicating the Town was mostly or on the right track, and the other half not thinking the Town was on the right track. Comments received indicated some of the concerns were related to targeting the housing program more towards lower income families.

Regarding question B, participants noted that the Town’s proposed levels of effort should be increased somewhat or a lot for energy, housing, economy, water, wildlife, land use, and transportation. Participants felt that the Town’s proposed level of effort regarding forest health, child care, and open space/recreation was appropriate.

Regarding question C., the following proposed actions garnered the highest level of support from participants:

Housing: Creation of lower AMI rental housing

Energy: Increases in commercial and residential energy efficiencies

Forest health: Watershed protection (to address potential erosion after wildfire) and wildfire protection

Child care: Identify long term funding for child care

Economy: Growing tourism-related and recreational visitation

Recreation and open space: Maintenance of existing open space and prioritizing Nordic ski trails and special events

Wildlife Habitat: Develop a wildlife management plan

Water: Increase water storage and ability to use more of our water rights and water conservation efforts

Transportation: Increasing the utilization of transit and parking management

Land Use: Address potential loss of service commercial/light industrial uses

Staff will provide a Powerpoint overview of the question responses at the August 24 meeting.

Wrap-up Survey

On August 16 staff launched a Sustainable Breck Wrap-Up Survey. The same questions that were asked at the breakout meetings are included in the survey. The Wrap-Up Survey also asks an additional question that is intended to prioritize between different topic areas that the Town can take action on. The intent of the survey is to get feedback from people that were not able to attend the breakout meetings, as well as getting input from people that may have attended one or more breakout meetings, but were unable to attend all of the topic sessions. Staff will present preliminary results from the Wrap-Up Survey at the August 24 Council meeting.

Upcoming September 15 Wrap-up Meeting

The final Wrap-Up meeting will report back to the public on the results from the breakout groups and surveys and will describe the general shape the Sustainability Action Plan will be taking, such as priorities for implementing different actions. Besides these action priorities, the public will get to see the proposed

monitoring program for measuring progress on different sustainability issues, and they will be informed of next steps.

Prioritization of Sustainability Actions

In order to report back to the public on September 15, staff will ultimately need direction from Council on the list of actions that have been developed for the Sustainable Breck project. The Council has seen most of these actions previously when they were presented in March as the Sustainability Task Force's recommendations. We will need to know the Council's desires on priorities in implementing these actions, or if there are concerns with taking on any of these actions. We intend to hold two meetings with the Sustainability Task Force in the upcoming weeks. At these meetings, the Task Force will review the different sustainability actions (as prioritized by meeting attendees and survey respondents) and will develop a final list of recommendations, which will be reviewed by the full Town Council at its September 14 meeting. This list will also include a proposed monitoring program, so that the community can monitor our progress on various sustainability issues. At the September 14 Council meeting, staff will ask for Council direction in order to report back to the community at the September 15 Wrap-Up meeting.

Questions for Council

This memo is intended primarily as an update to the Council on the progress of the Sustainable Breck project. Staff welcomes any initial comments the Council has regarding meeting and survey responses or any other input the Council wishes to provide.



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING
Tuesday, August 24, 2010; 7:30 p.m.

I	CALL TO ORDER and ROLL CALL	Page
II	APPROVAL OF MINUTES – August 10, 2010	62
III	APPROVAL OF AGENDA	
VI	COMMUNICATIONS TO COUNCIL	
	A. Citizen’s Comment - (Non-Agenda Items ONLY; 3 minute limit please)	
V	CONTINUED BUSINESS	
	A. SECOND READING OF COUNCIL BILLS, SERIES 2010 - PUBLIC HEARINGS	
	1. 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)	70
	2. Council Bill No. 22, Series 2010 – AN ORDINANCE ESTABLISHING THE “BRECKENRIDGE MARKETING COMMITTEE” AS AN ADVISORY BOARD OF THE TOWN OF BRECKENRIDGE	73
	3. Council Bill No. 23 Series 2010 - AN ORDINANCE DESIGNATING CERTAIN FUNDS FOR USE IN CONNECTION WITH THE “TOWN OF BRECKENRIDGE MARKETING FUND”	80
	4. Council Bill No. 24, Series 2010 – AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE TOWN OF BRECKENRIDGE AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 2, 2010 THE QUESTION OF WHETHER, COMMENCING JANUARY 1, 2011, THE “TOWN OF BRECKENRIDGE PUBLIC ACCOMMODATION TAX” TAX RATE SHOULD BE INCREASED FROM 2.4% TO 3.4% ON THE PRICE PAID FOR THE LEASING OR RENTAL OF ANY HOTEL ROOM, MOTEL ROOM OR OTHER ACCOMMODATION LOCATED IN THE TOWN AS A TAX RATE INCREASE TAX PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION; REQUIRING ALL OF THE INCREASED PUBLIC ACCOMMODATION TAX REVENUES COLLECTED BY THE TOWN AS A RESULT OF THE TAX RATE INCREASE TO BE PAID INTO A SPECIAL FUND OF THE TOWN AND USED ONLY TO MARKET AND ADVERTISE THE TOWN; SETTING FORTH THE BALLOT TITLE; AND PROVIDING FOR THE CONDUCT OF THE ELECTION	84
	5. Council Bill No. 26, Series 2010 – AN ORDINANCE REPEALING AND READOPTING WITH CHANGES CHAPTER 1 OF TITLE 7 OF THE <u>BRECKENRIDGE TOWN CODE</u> ; ADOPTING BY REFERENCE THE MODEL TRAFFIC CODE FOR COLORADO, 2010 EDITION, PUBLISHED BY THE COLORADO DEPARTMENT OF TRANSPORTATION; MAKING CERTAIN AMENDMENTS TO THE MODEL TRAFFIC CODE FOR COLORADO, 2010 EDITION; AND PROVIDING PENALTIES FOR THE VIOLATION OF THE MODEL TRAFFIC CODE FOR COLORADO, 2010 EDITION	90
	6. Council Bill No. 27, Series 2010 - AN ORDINANCE AMENDING CHAPTER 2 OF TITLE 5 OF THE <u>BRECKENRIDGE TOWN CODE</u> BY ELIMINATING THE DISTANCE RESTRICTIONS FOR HOTEL & RESTAURANT LIQUOR LICENSES ISSUED FOR THE CAMPUS OF A JUNIOR COLLEGE DISTRICT LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF BRECKENRIDGE	119
	7. Council Bill No. 28, Series 2010 – AN ORDINANCE ADOPTING CHAPTER 21 OF TITLE 1 OF THE <u>BRECKENRIDGE TOWN CODE</u> CONCERNING THE PUBLICATION OF TOWN ORDINANCES, NOTICES, AND OTHER DOCUMENTS	122
VI	NEW BUSINESS	
	A. FIRST READING OF COUNCIL BILLS, SERIES 2010	
	1. Council Bill No. 29, Series 2010 – AN ORDINANCE AMENDING CHAPTER 12 OF TITLE 9 OF THE <u>BRECKENRIDGE TOWN CODE</u> CONCERNING EXTERIOR LIGHTING	126
	B. RESOLUTIONS, SERIES 2010	
	1. A RESOLUTION APPROVING THE SALE OF THE TOWN’S RAILROAD LOCOMOTIVE #111 TO THE STATE HISTORICAL SOCIETY OF COLORADO	130
	2. A RESOLUTION APPROVING A LOAN AGREEMENT WITH THE STATE HISTORICAL SOCIETY OF COLORADO (RAILROAD ENGINE #9)	142

*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

BRECKENRIDGE TOWN COUNCIL REGULAR MEETING

Tuesday, August 24, 2010; 7:30 p.m.

Page 2

	Page
C. OTHER	
1. Amazing Grace Parking Variance	150
VII PLANNING MATTERS	
A. Planning Commission Decisions of August 17, 2010	2
B. Town Council Representative Report (Mr. Burke)	
VIII REPORT OF TOWN MANAGER AND STAFF*	
IX REPORT OF MAYOR AND COUNCILMEMBERS*	
A. CAST/MMC (Mayor Warner)	
B. Breckenridge Open Space Advisory Commission (Ms. McAtamney)	
C. BRC (Mr. Dudick)	
D. Summit Combined Housing Authority (Mr. Joyce)	
E. Breckenridge Heritage Alliance (Mr. Burke)	
F. Sustainability Committee (Mr. Bergeron, Mr. Joyce, Mayor Warner)	
X OTHER MATTERS	
XI SCHEDULED MEETINGS	161
XII ADJOURNMENT	

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

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, AUGUST 10, 2010
PAGE 1**

CALL TO ORDER and ROLL CALL

Mayor Warner called the August 10, 2010 Town Council Meeting to order at 7:42 p.m. The following members answered roll call: Mr. Bergeron, Mr. Burke, Mr. Dudick, Mr. Mamula, Ms. McAtamney, Mr. Joyce, and Mayor Warner.

APPROVAL OF MINUTES – July 27, 2010 Regular Meeting

Mayor Warner asked if there were any changes to the meeting minutes of July 27, 2010. Mr. Dudick commented on Mr. Burke's statement about the tennis courts. Mr. Burke clarified he said the tennis courts should be repaired or removed for safety reasons. Depending on the cost, he would prefer they be repaired. Mr. Burke felt it was important to have the positive comments about the Entrada Annexation reflected in the minutes. Currently, only the negative comments are reflected in the minutes. Mr. Gagen stated the minutes will be amended to reflect those changes. Mayor Warner asked that his comments referencing Dave Rossi's service to the town state "...four years of service to the council indicated his passion for process and open space." With no further changes and corrections to the meeting minutes of July 27, Mayor Warner declared they would stand approved as amended.

APPROVAL OF AGENDA

Mr. Gagen reported two changes. Under New Business, First Readings, Council Bill 25, Series 2010 will be removed from the agenda. To be added to the agenda, under Other Matters, an executive session should be called. He pointed out the numbering of the ordinances on the agenda is correct, the numbering of a couple ordinances in the packet is incorrect.

COMMUNICATIONS TO COUNCIL

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

Sean McAllister thanked council for their consideration today of Council Bill 25 and their decision to postpone discussion of the bill to a later date. Before the end of the year, he will review the matter with Chief Holman. He requested that, "if the town refuses to stop spending tax payer money enforcing marijuana laws, that the town at least be intellectually consistent and begin enforcing all state misdemeanor drug laws". Mr. McAllister's main reason for addressing council this evening was to comment on affordable housing. He is a resident of the Wellington Neighborhood. He stated families of four and five people are having a difficult time making their homes a livable size. He cited his situation as an example. If he adds on or improves his home he is only able to take 10% of the purchase price of the home as a credit (\$30,000). In order to build what he needs (a garage with a bedroom over that garage), it may cost him as much as \$60,000. His financing company has pointed out he doesn't have the equity in the home to support a loan of that amount. He will work with staff. In closing he stated the current rules are too restrictive, he believes the 10% credit should be 20%. Mayor Warner explained the philosophy of the council at the time the Wellington Neighborhood was being developed. They were trying to avoid the cost of these units creeping out of the affordable housing range.

Mitch Weiss, General Manager of Pine Ridge Condominiums, began by thanking Mr. Dudick for attending the lodging community meeting. Mayor Warner stopped Mr. Weiss and stated if he was going to discuss the lodging tax he should hold his citizen's comments for that portion of the meeting. Mr. Weiss will comment later in the meeting.

B. Breckenridge Resort Chamber Report - John McMahan, Director of the BRC, was present. He reported the BRC is working on a couple marketing plans. Their on-line national campaign is wrapping up for the summer. Visits for the summer are up about 17%. The BRC is reviewing finalist for the Public Relations position. They had 100 applicants. It's been a difficult process. He hopes to have a decision of some sort by next week. In the area of Sales, the BRC has seen some corporate groups come back. "Vets on the Rockies" is looking at Breckenridge for next year. The Putterhead Volleyball Tournament is in Breckenridge this weekend. This group is utilizing the sand courts in Breckenridge and Silverthorne. Mayor Warner and Mr. McMahan will be involved with the Colorado Parks and Recreation group, in town on September 22. Mr. McMahan reported the planning for Oktoberfest is ahead of schedule. He will be looking at the Tour of Colorado to see if the town's return on investment will be worth the town's participation. This event would be held in August, 2011. Occupancy numbers are up 8.4% in July, August is up 17%. At this point in time, winter bookings are slow. He hopes the momentum from the summer will continue into the winter. The BRC is working to make the Thanksgiving season a little more exciting. They are looking to see what they can do with Black Friday. The BRC realizes the potential of the Blue River Plaza for the Lighting of Breckenridge. They are looking to make it a more authentic experience. Mr. McMahan reported the plan, so far, is to have Santa go down a small section of Main Street and end in the plaza. Mayor Warner asked if the town is on board for the Dew Tour. It was brought up at "Coffee Talk" that the Dew Tour currently comes at a time when the lodging community is typically in good shape. Mayor Warner asked if it would be possible to look at the dates of the Dew Tour and bring it to town when the lodging community is a little slower. Mr. McMahan stated the event staff is always looking at a number of items before they consent to hold an event.

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, AUGUST 10, 2010
PAGE 2**

CONTINUED BUSINESS

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

- 1. 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 explained this is a continued second reading from the July 27 meeting. At the previous meeting council asked to learn more about the proposal. That information was provided. If a decision is made to not repeal the Annexation Ordinance then a resolution will be submitted for approval at the next council meeting. It will amend the current Annexation Agreement in a form agreed upon by the parties. Mayor Warner stated the three choices tonight might be: to appeal, to repeal, or continue this ordinance. There were no questions or comments from council. Mayor Warner opened a Public Hearing

Kirk Michelson, was present and stated he is in agreement with what was presented to council.

With no further comments from the public, Mayor Warner closed the public hearing.

Mr. Mamula moved to continue Council Bill No. 19, Series 2010 the title of which was read into the record to the August 24th meeting. Mr. Dudick seconded the motion. Mayor Warner asked for discussion. Mr. Burke asked for clarification. Mr. Mamula explained he did not feel comfortable “making deals on the floor of the council”. Mr. Michelson will need to meet with staff. A continuance will allow council another week to talk over the matter and determine what direction they want to go in. Mr. Dudick asked for clarification. Option A – give Mr. Michelson the opportunity to come back and make a case against having the Cross Easement Agreement (council would vote for a continuance of the ordinance); Option B – throw away what the council currently has and take a new look at the property and what could go on it; Option C - start over with a new owner. Mr. Mamula would like to explore the middle option. Mr. Bergeron was in favor of either C or A. Mr. Burke was in favor of the motion, but would like to see the discussion be more public to get caught up with what had been previously discussed. He was concerned about discussing the matter on the council floor without having additional information to aid in decision making. Mr. Burke did not want to be in the same position two weeks from now as they are tonight. Mr. Dudick agreed. He would like to explore commercial on the front one third and warehouse/storage use on the back two thirds of the property with a contribution to affordable housing. Mr. Dudick needs Mr. Michelson to come in and explain why the property doesn’t need the Cross Easement Agreement. Mayor Warner stated council should have a staff report in August 24 meeting packet to aid in their decision making. Mr. Gagen summarized by asking: Could the cross easement question be resolved if there is less traffic, which is what drove the previous council to the decision to have the Cross Easement Agreement? Mr. Gagen continued, and if one of the components that contributed to the increase in traffic were to no longer be in the plan, would some council members have a level of interest in reviewing a counter proposal. Mr. Bergeron likes the cross easement but he would like to see what else comes to the table. Ms. McAtemney stated she never liked the business deal. There would have to be changes to how that works. She would look at a proposal. Mr. Dudick was not sure why the Cross Easement Agreement was needed since the middle third went from employee housing to storage units. He would like to get an understanding of Option A and B. Mr. Joyce never felt the cross easement was needed. He would like to understand Option A better and would like to understand the contribution provision better. Mr. Burke did not see a need for the cross easement. He would not be in favor of this ordinance as he feels the town should protect this parcel of land: the town has nothing to lose by keeping the annexation. Mr. Burke asked if the owner can put a deal together, otherwise the council is wasting two weeks. Mr. Mamula did not feel a continuance was a waste of time. Mayor Warner stated staff needs 10 days to put their report together.

Mayor Warner allow one additional comment from the public. Faye Reynolds stated the parcel is very noticeable. She would prefer something that says Breckenridge and is not an eye sore. With no further comments from the public, Mayor Warner summarized the motion on the floor. A roll call vote was taken. The motion passed 7-0.

NEW BUSINESS

A. FIRST READING OF COUNCIL BILL, SERIES 2010

- 1. Council Bill No. 22, Series 2010 – AN ORDINANCE ESTABLISHING THE “BRECKENRIDGE MARKETING COMMITTEE” AS AN ADVISORY BOARD OF THE TOWN OF BRECKENRIDGE**

Mr. Berry stated he drafted a revised version of the ordinance after the work session. He hopes it reflects the council’s desires. A revise ordinance was handed out to council with changes blacklined. Mr. Berry reviewed the changes:

2-6-2 Appointment; Qualification:

- A. The Committee shall consist of seven (7) members who shall be appointed by the Town Council.
- B. Each member of the Committee shall either be an elector of the Town or a representative of a business holding a valid Town Business and Occupational Tax (BOLT) License.
- C. Each member of the Committee, except for the Town Council member, shall have experience in marketing.

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, AUGUST 10, 2010
PAGE 3**

D. The composition of the Committee shall be as follows:

1. Three (3) members of the Committee shall be owners, operators or employees of lodging businesses within the Town. These three (3) Committee members shall be selected by the Town Council so as to provide a broad representation of the lodging businesses within the Town, including, but not limited to, large and small lodging businesses.
2. One (1) member of the Committee shall be an owner, operator or employee of a restaurant/retail business located within the Town;
3. One (1) member of the Committee shall be a member of the Town Council; provided, however, that the Mayor shall not serve on the Committee; and
4. The remaining two (2) members of the Committee shall be at large members who need not represent any particular category or type of business within the Town.

E. All members of the Committee shall serve at the pleasure of the Town Council, and may be removed by the Town Council at any time without cause.

Mr. Berry stated there was refining language added to:

2-6-5 Duties and Responsibilities:

A. The Committee shall have the following duties and responsibilities:

1. Advise the Town Council on all matters related to the implementation of the Town's marketing plan....
4. Recommend to the Town Council the hiring of a marketing agent to implement the Town's marketing plan.

Mayor Warner had a question concerning 2-6-2, item C (line 15 in the council's packet). He asked if it might be interpreted that the council can not appoint a council member who has marketing expertise. Mr. Berry does not interpret it that way. Mayor Warner asked if there were further questions for Mr. Berry. There were none.

Mitch Weiss commented on this ordinance. After a ten year hiatus, the Breckenridge Lodging Association (BLA) came together. Mr. Weiss stated initially he wasn't hung up on the 1% proposed increase, he was hung up on the dollar amount that would need to be raised in order to market the town appropriately. He recommended 1.25% or 1.5%. He feels there needs to be a bigger number than \$3,000,000 for marketing. He urged the council, in reference to the committee selection, to focus on proven players with a skill set. Don't restrict the selection base. He doesn't want to see the town limit itself. In reference to the "call to action" he stated 3 companies represent 42% of the inventory, 6 companies represent 57% of the inventory, and 28 companies (or 76% of the total number of companies) need fair representation. He asked council to not forget to allow for small business representation. He was concerned the small business owner will continue to be pushed out of the picture. He urged council to support Central Reservations and its service as an alternative lodging provider. Mayor Warner thanked Mr. Weiss. Mayor Warner stated the discussion part of this agenda item to be closed. The public hearing will be at the August 24 meeting.

With no further questions or comments from council, Mr. Mamula moved to approve Council Bill No. 22, Series 2010 in the form submitted by the town attorney. Mr. Burke seconded the motion. The motion passed 7-0.

2. Council Bill No. 23 Series 2010 - AN ORDINANCE DESIGNATING CERTAIN FUNDS FOR USE IN CONNECTION WITH THE "TOWN OF BRECKENRIDGE MARKETING FUND"

Mr. Berry stated this is the second of the three related ordinances with respect to the ballot question and the use of revenues that will be derived (if the question passes) and the placement of those funds into the marketing fund. He pointed out one change on page 81 of the council's packet. In Section 4 the word "change" should be replaced with the word "reduce".

There were no questions for Mr. Berry. Mayor Warner stated the public hearing on this matter will be at the August 24 meeting. Mr. Bergeron moved to approve Council Bill No. 23, Series 2010, the title of which was previously read into the record to include a change in Section 4, replacing the word "change" with the word "reduce". Mr. Joyce seconded the motion. The motion passed 7-0.

3. **Council Bill No. 24, Series 2010** – AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE TOWN OF BRECKENRIDGE AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 2, 2010 THE QUESTION OF WHETHER, COMMENCING JANUARY 1, 2011, THE 'TOWN OF BRECKENRIDGE PUBLIC ACCOMMODATION TAX' TAX RATE SHOULD BE INCREASED FROM 2.4% TO 3.4% ON THE PRICE PAID FOR THE LEASING OR RENTAL OF ANY HOTEL ROOM, MOTEL ROOM OR OTHER ACCOMMODATION LOCATED IN THE TOWN AS A TAX RATE INCREASE TAX PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION; REQUIRING ALL OF THE INCREASED PUBLIC ACCOMMODATION TAX REVENUES COLLECTED BY THE TOWN AS A RESULT OF THE TAX RATE INCREASE TO BE PAID INTO A SPECIAL FUND OF THE TOWN AND USED ONLY TO MARKET AND ADVERTISE THE TOWN; SETTING FORTH THE BALLOT TITLE; AND PROVIDING FOR THE CONDUCT OF THE ELECTION

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, AUGUST 10, 2010
PAGE 4**

Mr. Berry stated this ordinance has been drafted to comply with the Tabor Amendment. This question will be submitted to the electorate at the November General Election and if approved would increase the town's Accommodation Tax. Tax revenues would be placed in the marketing fund for purposes of marketing the town. It sets the conduct of the town's November Special Election.

With no questions or comments from council, Mr. Joyce moved to approve Council Bill No. 24, Series 2010, the title of which was previously read into the record. Ms. McAtemney made the second. The motion passed 7-0.

4. Council Bill No. 25, Series 2010 – AN ORDINANCE AMENDING THE BRECKENRIDGE TOWN CODE CONCERNING MARIJUANA-RELATED MUNICIPAL OFFENSES

This item was removed from the agenda.

5. Council Bill No. 26, Series 2010 – AN ORDINANCE REPEALING AND READOPTING WITH CHANGES CHAPTER 1 OF TITLE 7 OF THE BRECKENRIDGE TOWN CODE; ADOPTING BY REFERENCE THE MODEL TRAFFIC CODE FOR COLORADO, 2010 EDITION, PUBLISHED BY THE COLORADO DEPARTMENT OF TRANSPORTATION; MAKING CERTAIN AMENDMENTS TO THE MODEL TRAFFIC CODE FOR COLORADO, 2010 EDITION; AND PROVIDING PENALTIES FOR THE VIOLATION OF THE MODEL TRAFFIC CODE FOR COLORADO, 2010 EDITION

Mr. Berry stated the Model Traffic Code (MTC) is updated periodically to reflect changes to the State's traffic laws. Local traffic laws need to be amended to reflect those changes. The Colorado Department of Transportation publishes a new MTC for use by Colorado municipalities and counties. The MTC compiles the state traffic laws into a bound pamphlet that can easily be adopted "by reference" by a municipality, and then enforced in the municipal court. This allows the fines collected to be retained by the municipality. The proposed ordinance adopts the 2010 edition of the MTC and makes a series of local amendments. Many of these changes relate to the process of administering the town's traffic laws and carries forward changes to the 2003 MTC that were approved by the council at that time. Mr. Berry stated he will look into the item Mr. Dudick brought up during the work session in reference to cell phone usage on town streets.

With no further questions or comments from council, Mr. Mamula moved to approve Council Bill No. 26, Series 2010, the title of which was previously read into the record. Mr. Bergeron made the second. The motion passed 7-0.

6. Council Bill No. 27, Series 2010 - AN ORDINANCE AMENDING CHAPTER 2 OF TITLE 5 OF THE BRECKENRIDGE TOWN CODE BY ELIMINATING THE DISTANCE RESTRICTIONS FOR HOTEL & RESTAURANT LIQUOR LICENSES ISSUED FOR THE CAMPUS OF A JUNIOR COLLEGE DISTRICT LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF BRECKENRIDGE

Mr. Berry introduced this matter for first reading. Colorado Mountain College has approached the town about obtaining a hotel and restaurant liquor license for use in connection with a culinary class the college offers. The town cannot currently approve such a license because the Colorado Liquor Code reads:

(N)o application for a local liquor license shall be received or acted upon by a local liquor licensing authority if the building in which the malt, vinous, or spirituous liquor is to be sold is located within five hundred feet of the principal campus of any college or university.

The liquor code authorizes a municipality to modify or eliminate this distance restriction by ordinance. The ordinance provides that the liquor code's prohibition against a liquor licensed establishment being located within 500 feet of the principal campus of a college or university will not apply in Breckenridge to a hotel and restaurant liquor license issued for premises that are part of a junior college campus. The adoption of this ordinance would allow the Liquor Licensing Authority to issue a hotel and restaurant liquor license to CMC for its culinary class, provided the college meets the other licensing requirements of the liquor code. As drafted, the current distance restriction would continue to apply to all other licenses except hotel and restaurant liquor licenses issued for premises that are part of the local college campus. Mr. Berry asked the Town Clerk if there will be any issues with Special Events being held at the college. She stated a special event permit would not be required in areas included in the CMC liquor license.

With no further questions or comments from Council, Mr. Joyce moved to approve Council Bill No. 27, Series 2010, the title of which was previously read into the record. Mr. Mamula made the second. The motion passed 7-0.

7. Council Bill No. 28, Series 2010 – AN ORDINANCE ADOPTING CHAPTER 21 OF TITLE 1 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE PUBLICATION OF TOWN ORDINANCES, NOTICES, AND OTHER DOCUMENTS

Mr. Berry explained the Town Charter requires town ordinances and other documents and notices to be "published" before they become effective. In April the voters approved an amendment to the Town Charter allowing "publication" of town laws and notices to be made by posting on the town's official website unless a different method of publication is required by

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, AUGUST 10, 2010
PAGE 5**

applicable law. Mr. Berry recommended the Council adopt an ordinance in order to fully implement the change. The ordinance would be codified in the Town Code, and would apply to the publication of all town ordinances, documents and other required notices. Mr. Berry explained the key points of the proposed ordinance:

- Unless a different manner of publication is required by state or federal law, the required publication of a Town ordinance, document or other required notice will be accomplished by posting the document or notice on the Town’s website for a period of five consecutive days. No longer would an ordinance, document or notice be published in the newspaper unless such form of publication is required by applicable state or federal law.
- Publication of a town ordinance, document or notice on the website will be complete on the last day of such posting.
- Once the publication on the website is completed, the Town Clerk may certify that the document was published as required by the Town Charter or other town ordinance.
- If a different way of publishing a document is required by state or federal law (typically, publication in a legal newspaper for a certain number of insertions), the town will comply with the applicable state or federal law. In such circumstance, the document may also be posted on the town’s website, but compliance with the applicable state or federal law is compliance with the publication requirement of the Town Charter.
- The Town Clerk is authorized to promulgate administrative rules and regulations to implement the ordinance. (The Town Clerk is currently working on such rules, you should be able to review them in the coming weeks.)

With no questions or comments from council, Mr. Bergeron moved to approve Council Bill No. 28, Series 2010, the title of which was previously read into the record. Ms. McAtemney made the second. The motion passed 7-0.

B. RESOLUTIONS, SERIES 2010

1. A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SUMMIT COUNTY CONCERNING JOINTLY OWNED AND JOINTLY FUNDED OPEN SPACE PARCELS

Mr. Berry introduced this resolution stating if approved the Intergovernmental Agreement (IGA) would address the management of open space that has either been jointly acquired (the two entities split the purchase 50/50) or jointly funded (one entity purchases and the other entity only makes a contribution) by the Town of Breckenridge and Summit County Government. The IGA addresses options in the event 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.

With no questions or comments from council, Mr. Bergeron moved to approve A Resolution Approving An Intergovernmental Agreement With Summit County Concerning Jointly Owned and Jointly Funded Open Space Parcels. Mr. Mamula made the second. The motion passed 7-0.

2. APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE RED, WHITE AND BLUE FIRE PROTECTION DISTRICT CONCERNING THE ADMINISTRATION OF THE TOWN’S VOLUNTARY DEFENSIBLE SPACE ORDINANCE

Mr. Berry introduced this resolution stating the Voluntary Defensible Space Ordinance was adopted in August of 2009 to allow property owners that wish to create defensible space the opportunity to do so. It was made clear that creating defensible space did not mean clear cutting. Evaluation is on a case by case basis and evaluates the best way to reduce fuels around a structure while maintaining site buffers. Specimen trees can be preserved and all required landscaping can be preserved provided it is drip irrigated. Red White and Blue (RWB) staff has been educated on the town’s goals for the implementation of the ordinance. RWB has been performing site inspections, recommending appropriate tree removal and documenting the completion of voluntary defensible space since the ordinance was approved. This resolution and Intergovernmental Agreement (IGA) are housekeeping items to fulfill what was outlined in the ordinance. Per the IGA, the RWB will continue to assist property owners with the creation of defensible space per the standards outlined in the ordinance and document the completion of defensible space for possible future evaluation.

With no questions or comments from council, Mr. Mamula moved to approve A Resolution Approving An Intergovernmental Agreement With The Red, White And Blue Fire Protection District Concerning The Administration Of The Town’s Voluntary Defensible Space Ordinance. Mr. Joyce made the second. The motion passed 7-0.

C. OTHER

1. Planning Commission Appointment

A ballot was handed out to council. Mr. Gagen stated 4 affirmative votes are needed for the successful candidate. Council discussed the applicants’ qualifications, which included; a commitment to the community, an ability to look at Planning Commission matters with “fresh eyes”, a top notch resume, and experience. Trip Butler, Carrie McConnell and Jack Wolfe were the three candidates. There will be four vacancies coming up on the Planning Commission in November.

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, AUGUST 10, 2010
PAGE 6**

Discussion occurred concerning the importance of a commissioner being able to interpret the code. When the discussion was over, a ballot vote was taken. The successful candidate was Jack Wolfe.

PLANNING MATTERS

A. Planning Commission Decisions of August 3, 2010

With no request to call an item off the consent calendar, Mayor Warner declared the Planning Commission Decisions of August 3, 2010 would stand approved as presented.

B. Town Council Representative Report

Mr. Burke had nothing further to report.

REPORT OF TOWN MANAGER AND STAFF

Mr. Gagen stated he and Mayor Warner will be attending meetings in reference to the Tour of Colorado. They will keep council updated. The town has not received an update from the BRC on the question of intellectual rights. In closing, Mr. Gagen stated Mr. Berry will be talking with the Tomlinson attorney. He will have an update for council soon.

REPORT OF MAYOR AND COUNCILMEMBERS

A. CAST/MMC (Mayor Warner) – Mr. Warner reported Mayors and Managers discussed ballot questions 60, 61, and 101. It was reported to the group that it will take \$6,000,000 to educate against passage of these ballot questions. Mayor Warner reported on Summit County Government’s healthcare clinic. Mr. Burke participates in the program. He feels it works for his family, feels it is efficient and he has noticed savings. In closing, Mayor Warner reported there will be a CAST meeting at the end of August in Aspen.

B. Breckenridge Open Space Advisory Commission (Ms. McAtamney) – Ms. McAtamney had nothing further to report. Mr. Bergeron asked to revisit the woodchip issue in Cucumber Gulch. Woodchips are now off the trail but on the side of the trail, hindering growth of wildflowers. They need to be removed in total. The contract with the operator is being looked at for renewal. Mayor Warner stated best management practices should be part of that contract.

C. Breckenridge Resort Chamber (Mr. Dudick) - Mr. Dudick reported on discussions he had with the BRC in reference to the intellectual property right question. He hasn’t heard anything back since initial discussions. The town needs the BRC’s support heading into election season. He feels timing on this matter is not good. Mr. Berry stated he has been talking with Mr. West, attorney for the BRC. Mr. West suggested the town and the BRC enter into a contractual agreement that would guarantee acquisition of intellectual property rights in the event the BRC ceases to exist or if, one day, the BRC is no longer the marketing arm of the town. This would be in lieu of deeding intellectual property rights immediately to the town. Mr. Berry will talk to Mr. West and Mr. Dudick will talk to Mr. McMahon.

Mr. Burke felt the BRC does not market a complete picture of the town. He cited the town’s Heritage Alliance and other cultural aspects that do not appear to be addressed in the town’s marketing. Mr. Dudick stated the Heritage Alliance has been encouraged to participate in the current marketing group within the BRC. He further stated the BRC marketing group was formed to allow groups present in the town to come and voice their opinions. If a group doesn’t show up they can’t be heard. Ms. McAtamney stated there is no branding continuity for these groups. Mr. Gagen suggested, if the Accommodation Tax question passes, the new funds generated could aid in this effort. Council should consider this as an alternative to the grant process.

Mr. Mamula brought up the restrooms at the Information Center. Numbers showed 100,000 people go into the building annually, but only 9,000 visit the museum. He would like to know how the BRC is going to get people past the front desk. Mr. Dudick wondered if there is a design element that hinders people from getting to the back of the museum. Kim Dillalo, Director of Communications, stated issues with under staffing have presented challenges. She is exploring with the Breckenridge Heritage Alliance and the BRC the possibility of having Central Reservations representatives at one of the desks to help draw people into the museum area.

Mr. Burke commented on sponsorship packages for town events. He stated he and Red White and Blue Fire Protection District pitched in to pay for rooms for the Emerald Club. This group of bagpipers and drummers marched in the 4th of July Parade. Mr. Burke wondered why there were no complimentary rooms available for them. He had heard that the sponsor was given 15 rooms for family and friends. Mr. Burke wondered why sponsorship packages include not only the product promotion and sales opportunities for the sponsor, but also rooms during the town’s busy tourist season. He felt strongly that the parade needs a marching band and perhaps the rooms are better used to entice groups that can offer that service to the event/parade. Mr. Dudick could not comment on what is included in a sponsorship package. Mr. Burke did not want to debate the subject at this time, but asked Mr. Dudick, as the BRC representative, if the question could be asked.

D. Summit Combined Housing Authority (Mr. Joyce) – Mr. Joyce had nothing to reported

E. Breckenridge Heritage Alliance (Mr. Burke) – Mr. Burke had nothing to report. Mr. Gagen gave an update on Engine 9 and 111 during Manager’s Report at the work session.

F. Sustainability (Mr. Bergeron, Mr. Joyce, Mayor Warner) – Mayor Warner reported the meeting was held on August 2. Economics and transportation were the main topics. Mr. Gagen stated there was a broader range discussion of

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, AUGUST 10, 2010
PAGE 7**

tourism and marketing then at the last meeting. There was a general consensus in favor of the town's transportation system. There was conversation about utilizing smaller buses for a smaller loop route from the Riverwalk Center to Ridge Street and back. There are currently some polling opportunities on line. The wrap up session will be on September 15, at which time polling results and other items will be summarized.

OTHER MATTERS

Ms. McAtemney commented on a dirt bike issue at the vacant area on Reiling Road across from Little Read Schoolhouse. She asked if PD could patrol more and make sure people are going to the trailhead to ride their bikes.

Mr. Bergeron commented he had seen people measuring carpet at the REC Center. He had budgetary concerns about replacing carpet at this time. Mr. Gagen wasn't sure what was scheduled for replacement during the week long REC Center closing in October. Mayor Warner commented it can sometimes cost more to replace carpet if it is worn down too far.

Mr. Mamula reported on comments he had heard concerning life guards at the pool. There was an appearance of being rude. Mr. Gagen responded letters had been received and the matter was investigated. Ms. McAtemney commented some lifeguards are better at explaining the rules than others.

Mr. Burke asked if there will be a response concerning the tennis courts. Mr. Gagen responded on August 24 there will be a pre-budget discussion. Mr. Joyce asked how the budget discussion will progress. Mr. Gagen stated the council will receive a memo which will include Issues, Suggestions, and Impacts. Council will need to look at the "big picture" and answer questions about long term sustainability and maintenance in reference to items listed within the memo. It was asked of Mr. Gagen if the REC Center Director position will be filled. He stated there will be a national search for that position. The town is taking the opportunity to look at the organizational structure at the REC Center. Staff has been asked to look critically at efficiencies and think out of the box to see if some substantial changes can occur.

SCHEDULED MEETINGS

No further meetings were mentioned.

At 9:45 p.m. Mr. Joyce moved that the town council 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; 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 negotiations. Ms. McAtamney made the second.

Mayor Warner stated a motion had been made 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; 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 negotiations.

The Mayor further stated the subject of the executive session involves confidential consideration of certain private and federally-owned lands that the town might want to acquire, and instructing the Town Manager as to how to proceed with negotiations to acquire such lands.

Mr. Burke, Ms. McAtamney, Mr. Dudick and Mayor Warner answered the roll call. All were in favor of the motion.

At 10:35 p.m. Ms. McAtemney moved to reconvene in the regular meeting of August 10, 2010. Mr. Bergeron made the second. All were in favor of the motion.

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 9:36 p.m.

Submitted by Wanda Creen, Deputy Town Clerk.

ATTEST:

Mary Jean Loufek, CMC, Town Clerk

John Warner, Mayor

EXECUTIVE SESSION CERTIFICATE

Town of Breckenridge)
County of Summit)
State of Colorado)

John Warner, the duly elected, qualified and acting Mayor of the Town of Breckenridge, hereby certifies as follows:

As part of the Town Council Work Session on Tuesday, August 10, 2010 at 7:15 p.m., Mr. Joyce moved to convene in 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; 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 negotiations. Mr. Mamula made the second.

The Mayor restated the motion. The Mayor further stated the subject of the executive session involves confidential consideration of certain private and federally-owned lands that the Town might want to acquire, and instructing the Town Manager as to how to proceed with negotiations to acquire such lands.

A roll call vote was taken and all were in favor of the motion.

Mr. Mamula moved to adjourn the executive session at 7:35 p.m. Mr. Burke made the second. All were in favor of the motion.

This certificate shall be included before the minutes of the regular Town Council meeting of Tuesday, August 10, 2010.

John Warner, Mayor

MEMO

TO: Town Council

FROM: Town Attorney

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

DATE: August 16, 2010 (for August 24th meeting)

The second reading of the ordinance to repeal the Entrada Annexation Ordinance was continued to your meeting on August 24th. There are no changes proposed to ordinance from first reading.

At this writing it is unclear whether there is a new annexation deal to be made. Further information on that topic will be provided to you at or before the meeting on Tuesday.

1 *FOR WORKSESSION/SECOND READING – AUG. 24*

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
19


20
21
22 By _____
23 John G. Warner, Mayor
24

25 ATTEST:

26
27
28
29 _____
30 Mary Jean Loufek, CMC,
31 Town Clerk
32



MEMORANDUM

To: Town Council
From: Tim Gagen, Town Manager 
Date: August 17, 2010
Subject: Marketing Ordinances – An Overview

This memorandum provides brief background and an overview of three (3) marketing related ordinances being considered by the Town.

Issue Statement

The Town is considering three (3) proposed Ordinances related to marketing of the Town:

- 1) Marketing Committee Ordinance: This ordinance would create a Marketing Advisory Committee;
 - 2) Accommodation Tax Allocation Ordinance: This ordinance would designate a certain amount of the current Accommodations Tax to be transferred into the Marketing fund; *and*,
 - 3) Ballot Initiative/Raise Accommodation Tax: This ordinance would approve a ballot initiative for the November 2, 2010 election. The ballot initiative would ask voters to raise the accommodations tax from the current level of 2.4% to 3.4% for the purpose of marketing the Town.
-

Background

The Town Council and the business/lodging community have been exploring different ways to increase the amount of funds available for marketing the Town and supporting events. Presently, the Town provides marketing funds through the following:

- 100% of the BOLT collections (Business Occupational License Tax)
- .4% of Accommodations Tax collections
- 3.33% of the Sales Tax collections

In recent years, the Town's Excise Fund has provided supplemental marketing funding. This transfer from the Excise Fund augmented funds available for marketing, and in 2010 amounted to over \$685,000. This supplemental funding, however, is not sustainable over the long term.

There is a general agreement among Council and others that the total amount of funds available for marketing do not allow Breckenridge to maintain a competitive edge. To address the issues of funding and competitive standing, the Town Council is proposing certain actions which are contained in the three proposed ordinances.

Proposed Ordinances - Overview

Below is an overview of the proposed ordinances.

- **Marketing Committee Ordinance:** The first Ordinance creates a Marketing Advisory Committee. This committee would be charged with making recommendations to the Town Council regarding the best use of the marketing funds to market, advertise and promote the Town as a year-round resort. The committee would be comprised of seven (7) individuals appointed by the Council. These individuals would have appropriate marketing backgrounds and expertise in the community. Up to three (3) members would be from the local lodging community with a diverse representation, at least one (1) from the restaurant/retail sector and one Town Council representative. Creation of this committee is not tied to the approval of the ballot question

 - **Accommodation Tax Allocation Ordinance:** The second Ordinance ensures that an additional .5% of the current 2.4% Accommodations Tax is transferred to the Marketing Fund for the next five (5) years. The amount from Accommodations Tax would supplement the total marketing effort. The five-year period gives the Town and business community an opportunity to find a sustainable replacement source of funds. A replacement source of funds would backfill the loss of the .5% from the Town's Excise Fund, since this fund supports the general operations of the Town. This additional .5% transfer from the Accommodations Fund to Marketing Fund would only happen if the proposed ballot question in the third Ordinance is approved by the voters of the Town.

 - **Ballot Initiative/Raise Accommodation Tax:** The third Ordinance places a question on the November 2, 2010 ballot to raise the current 2.4% Accommodations Tax Rate to 3.4%. The additional 1% generated with the ballot initiative's approval would be dedicated to the Marketing Fund for use in marketing, advertising and promoting the Town as a year-round resort. The initiative would also permit use of these funds for supporting Town events. The Ordinance also makes changes to the Town's Code and Marketing Fund to recognize the 1% tax and designate it for marketing.
-

Summary

The three (3) Ordinances are related, and are thus presented at the same time for Council's consideration. Ordinance #3 (Ballot Initiative) is time sensitive. Proposed language for the November ballot must be approved by the end of August if it is to appear on the November 2nd election ballot.

Requested Action

Council approved the 3 Ordinances on 1st reading with some changes and they are now ready for 2nd reading consideration.

CC: *Kate Boniface, ATM*

1 **FOR WORKSESSION/SECOND READING – AUG. 24**

2
3 **NO CHANGE FROM FIRST READING**

4
5 COUNCIL BILL NO. 22

6
7 Series 2010

8
9 AN ORDINANCE ESTABLISHING THE “BRECKENRIDGE MARKETING COMMITTEE”
10 AS AN ADVISORY BOARD OF THE TOWN OF BRECKENRIDGE
11

12 WHEREAS, at the general election to be held November 2, 2010 there will submitted to the
13 registered electors of the Town a proposal to increase by one percent (1%) the tax rate of the Town
14 of Breckenridge Public Accommodation Tax (“Accommodation Tax”); and
15

16 WHEREAS, if the increase in the tax rate of the Accommodation Tax is approved the
17 increased Accommodation Tax revenues must be paid into a special fund and used only to market,
18 advertise and promote the Town and its environs as a year round resort, and to market, advertise
19 and promote activities and events which the Town Council determines are beneficial to the
20 economic vitality of the community; and
21

22 WHEREAS, the Town Council finds and determines that the establishment of an advisory
23 Town board, to be known as the "Breckenridge Marketing Committee", will assist the Council in
24 marketing, advertising and promoting the Town and its environs as a year round resort, and in
25 marketing, advertising and promoting activities and events which the Town Council determines
26 are beneficial to the economic vitality of the community; and
27

28 WHEREAS, Article IX of the Breckenridge Town Charter authorizes the Town Council to
29 create by ordinance such advisory boards as the Town Council shall deem to be necessary.
30

31 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
32 BRECKENRIDGE, COLORADO:
33

34 Section 1. There is hereby added to the Breckenridge Town Code a new Chapter 6 of Title
35 2, to be entitled "Marketing Committee", which shall read in its entirety as follows:

36 CHAPTER 6

37
38 MARKETING COMMITTEE

39 SECTION:

40
41 2-6-1: Creation

42 2-6-2: Appointment; Qualification

43 2-6-3: Term of Office; Vacancies

44 2-6-4: Compensation

- 1 2-6-5: Duties and Responsibilities
- 2 2-6-6: Operation
- 3 2-6-7: Meetings
- 4 2-6-8: Rules and Regulations
- 5 2-6-9: Applicability of Code of Ethics

6
7 2-6-1: CREATION: There is created and established the Town of Breckenridge Marketing
8 Committee. The Committee shall operate in accordance with and subject to the
9 provisions, duties and limitations of this Chapter.

10
11 2-6-2: APPOINTMENT; QUALIFICATION:

- 12
- 13 A. The Committee shall consist of seven (7) members who shall be appointed by
- 14 the Town Council.
- 15 B. Each member of the Committee shall either be an elector of the Town or a
- 16 representative of a business holding a valid Town Business and Occupational Tax
- 17 (BOLT) License.
- 18 C. Each member of the Committee, except for the Town Council member, shall
- 19 have experience in marketing..
- 20 D. The composition of the Committee shall be as follows:
- 21 1. Three (3) members of the Committee shall be owners, operators or employees of
- 22 lodging businesses within the Town. These three (3) Committee members shall be
- 23 selected by the Town Council so as to provide a broad representation of the lodging
- 24 businesses within the Town, including, but not limited to, large and small lodging
- 25 businesses.
- 26 2. One (1) member of the Committee shall be an owner, operator or employee of a
- 27 restaurant/retail business located within the Town;
- 28 3. One (1) member of the Committee shall be a member of the Town Council;
- 29 provided, however, that the Mayor shall not serve on the Committee; and
- 30 4. The remaining two (2) members of the Committee shall be at large members
- 31 who need not represent any particular category or type of business within the Town.
- 32 E. All members of the Committee shall serve at the pleasure of the Town Council,
- 33 and may be removed by the Town Council at any time without cause.

34
35 2-6-3: TERM OF OFFICE; VACANCIES: The term of the members of the Committee
36 shall be two (2) years, except that the term of four (4) of the members appointed to
37 the first Committee shall be only one (1) year, and the term of the remaining three
38 (3) members of the first Committee shall be for two (2) years. In the event that a
39 vacancy shall occur during the term of any appointed member, a successor shall be
40 appointed by the Town Council to serve the unexpired portion of the term. Any
41 appointment made to fill a vacancy on the Committee shall be made in compliance
42 with the requirements of Section 9.4 of the Town Charter.

43
44 2-6-4 COMPENSATION: Members of the Committee shall serve without compensation,
45 but members shall be reimbursed for actual and necessary out-of-pocket expenses
46 incurred in the performance of their duties.

1
2 2-6-5: DUTIES AND RESPONSIBILITIES:
3

4 A. The Committee shall have the following duties and responsibilities:
5

- 6 1. Advise the Town Council on all matters related to the implementation of the Town's
7 marketing plan. The marketing plan shall provide for the marketing, advertising
8 and promotion of the Town and its environs as a year round resort, as well
9 providing for the marketing, advertising and promotion of activities and events
10 which are beneficial to the economic vitality of the community. The marketing
11 plan may include public relations activities, promotional activities, direct
12 advertising, and financial support for certain events and activities recommend by
13 the plan.
14
- 15 2. Establish the goals and objectives of a Town marketing program for the Town.
16
- 17 3. Establish a process for the Committee and the public to provide input and
18 recommendations to the Town Council concerning the Town's marketing plan.
19
- 20 4. Recommend to the Town Council the hiring of a marketing agent to implement the
21 Town's marketing plan.
22
- 23 5. Perform such other and further duties and responsibilities with respect to the Town's
24 marketing plan as may, from time to time, be delegated by the Town Council, or
25 which are provided for by Town ordinance.
26
- 27 B. Nothing in this Chapter shall limit the final authority of the Town Council to
28 determine how to implement and operate the Town's marketing plan, or to spend
29 Town tax revenues.
30

31 2-6-6: OPERATION: The Committee shall elect a chair and a vice-chair from its members,
32 together with such other officers as the Committee shall deem appropriate, and shall
33 fix the term of such offices. The Committee shall keep an electronic record of its
34 meetings and shall further keep written minutes thereof as required by the Colorado
35 Open Meetings law. Four (4) members of the Committee shall constitute a quorum
36 for the transaction of business.
37

38 2-6-7: MEETINGS: The Committee shall meet at Town Hall, or such other location within
39 the Town as the Committee shall determine. The Committee shall meet on such
40 dates as the Committee may determine. All meetings of the Committee shall be
41 subject to the same open meeting laws and requirements as are applicable to the
42 meetings of the Town Council.
43

44 2-6-8: RULES AND REGULATIONS: The Committee shall adopt rules and regulations
45 governing its operation; provided, however, that no such rule or regulation, or any

1 amendment thereto, shall become effective until such rule, regulation or amendment
2 has been approved by the Town Council.

3
4 2-6-9: APPLICABILITY OF CODE OF ETHICS: The provisions of the Breckenridge Town
5 Code of Ethics (Chapter 16 of Title 1 of this Code) shall apply to all members of the
6 Committee.

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

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

13 Section 4. This ordinance shall be published and become effective as provided by Section
14 5.9 of the Breckenridge Town Charter.

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

20
21 TOWN OF BRECKENRIDGE, a Colorado
22 municipal corporation

23
24
25
26 By _____
27 John G. Warner, Mayor

28
29 ATTEST:

30
31
32
33 _____
34 Mary Jean Loufek, CMC,
35 Town Clerk

1 ***FOR WORKSESSION/SECOND READING – AUG. 24***

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

4
5 COUNCIL BILL NO. 23

6
7 Series 2010

8
9 **AN ORDINANCE DESIGNATING CERTAIN FUNDS FOR USE IN CONNECTION WITH**
10 **THE “TOWN OF BRECKENRIDGE MARKETING FUND”**

11
12 WHEREAS, Ordinance No. 26, Series 1992 provided that it was the intent of the Town
13 Council that the additional revenues generated by the Town as a result of the elimination of the
14 Town’s sales tax vendor’s fee, as provided for in such ordinance, be used primarily for the
15 payment of: (i) expenses incurred in connection with the marketing and promotion of the Town
16 as a year-round resort in order to expand and strengthen the Town’s tourism industry; (ii)
17 expenses incurred in connection with the promotion and marketing of activities and events that
18 are of a general benefit to the economic vitality of the community; and (iii) expenses associated
19 with improving and maintaining guest services; and
20

21 WHEREAS, Ordinance No. 27, Series 1992 provided that it was the intent of the Town
22 Council that the additional revenues generated by the Town as a result of the implementation and
23 collection of the additional four tenths of a percent (.4%) accommodation tax originally
24 authorized by the electors of the Town on April 3, 1984, as provided for in Ordinance No.27,
25 Series 1992, be used primarily for the payment of: (i) expenses incurred in connection with the
26 marketing and promotion of the Town as a year-round resort in order to expand and strengthen
27 the Town’s tourism industry; (ii) expenses incurred in connection with the promotion and
28 marketing of activities and events that are of a general benefit to the economic vitality of the
29 community; and (iii) expenses associated with improving and maintaining guest services; and
30

31 WHEREAS, Section 4-1-1 of the Breckenridge Town Code, which is part of the “Town
32 of Breckenridge Business and Occupational License and Tax Ordinance”, commonly know as
33 the “BOLT Ordinance”, provides, in pertinent part, that the purpose of the BOLT Ordinance is
34 “to generate and raise additional revenues for the Town for the purpose of marketing and
35 promoting the Town and its environs as a year-round resort, (and) to promote and market
36 activities and events beneficial to the economic vitality of the community”; and
37

38 WHEREAS, Section 4-1-14 of the Breckenridge Town Code, which is also part of the
39 BOLT Ordinance, provides that it is intended that the proceeds of the BOLT Ordinance will be
40 used primarily “for marketing and promotion of the Town’s principal industry, being tourism,
41 and for the payment of expenses related to such marketing and promotion and market activities
42 and events beneficial to the economic vitality of the community”; and
43

44 WHEREAS, the Town has previously created the Town of Breckenridge Marketing Fund
45 (“Marketing Fund”); and

1
2 WHEREAS, the purpose of the Marketing Fund is to market, advertise and promote the
3 Town and its environs as a year round resort, as well to market, advertise and promote activities
4 and events which are beneficial to the economic vitality of the community; and
5

6 WHEREAS, the funds from the Town’s Sales Tax Ordinance, Public Accommodation Tax
7 Ordinance, and BOLT Ordinance described in the first three “Whereas” clauses of this ordinance
8 have been and are now being paid into the Marketing Fund and used for their designated purpose;
9 and
10

11 WHEREAS, at the general election to be held November 2, 2010 there will submitted to the
12 registered electors of the Town a proposal to increase by one percent (1%) the tax rate of the Town
13 of Breckenridge Public Accommodation Tax (“Accommodation Tax”); and
14

15 WHEREAS, if the increase in the tax rate of the Accommodation Tax is approved the
16 Accommodation Tax revenues collected by the Town as a result of the approved tax rate increase
17 must be paid into a special fund and used only to market, advertise and promote the Town and its
18 environs as a year round resort, and to market, advertise and promote activities and events that
19 the Town Council determines are beneficial to the economic vitality of the community; and
20

21 WHEREAS, if the increase in the tax rate of the Accommodation Tax is approved
22 Section 3-8-1 of the Breckenridge Town Code will be adopted and will provide that the
23 Marketing Fund will consist of the funds described in the first three “Whereas” clauses of this
24 ordinance and those additional Accommodation Tax revenues collected by the Town as a result
25 of the tax rate increase approved by the electors on November 2, 2010, together with “such
26 additional funds, if any, that may be designated from time to time by the Town Council for
27 inclusion in the Marketing Fund”; and
28

29 WHEREAS, the Town Council finds and determines that it appropriate at this time for it
30 to designate those additional Town funds that will be included in the Marketing Fund if the
31 increase in the tax rate of the Accommodation Tax is approved by the electors of the Town at the
32 special Town election on November 2, 2010.
33

34 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
35 BRECKENRIDGE, COLORADO:
36

37 Section 1. If the electors of the Town approve the ballot question on November 2, 2010
38 increasing by one percent (1%) the tax rate of the Town of Breckenridge Public Accommodation
39 Tax the following additional Town funds shall be included in the Town of Breckenridge
40 Marketing Fund pursuant to Section 3-8-1 of the Breckenridge Town Code:

- 41 1. All revenues collected by the Town as a result of the elimination of the Town’s
42 sales tax vendor’s fee as provided for in Ordinance No. 26, Series 1992;
43
- 44 2. All revenues collected by the Town as a result of the implementation and
45 collection of the additional four tenths of a percent (.4%) Accommodation Tax as
46 provided for in Ordinance No. 27, Series 1992;

- 1
2 3. All revenues collected by the Town as a result of the Town of Breckenridge
3 Business and Occupational License and Tax Ordinance”; and
4
5 4. All revenues collected by the Town from the one percent (1%) increase in the tax
6 rate of the Town’s Accommodation Tax approved by the electors on November 2,
7 2010; and
8
9 5. An amount equal to the revenues collected by the Town from a tax rate of one
10 half percent (.5%) of the Town’s current Public Accommodation Tax.
11

12 Section 2. The amount to be included in the Marketing Fund that that is equal to the
13 revenues collected by the Town from a tax rate of one half percent (.5%) of the Town’s current
14 Public Accommodation Tax as described in item (5) of Section 1 of this ordinance shall sunset
15 and expire on December 31, 2016 unless extended by ordinance duly adopted by the Town
16 Council.

17 Section 3. This ordinance shall not become effective unless the electors of the Town
18 approve the ballot question authorizing an increase of one percent (1%) in the tax rate of the Town
19 of Breckenridge Public Accommodation Tax at the special Town election to be held on November
20 2, 2010. If the electors shall not approve such tax increase, this ordinance shall be null, void and of
21 no effect.

22 Section 4. This ordinance shall be not repealable by the Town Council until on or after
23 December 31, 2016; provided, however, that prior to December 31, 2016 the Town Council may
24 by ordinance amend any portion of this ordinance that does not reduce the total amount of funds
25 to be deposited into the Town’s Marketing Fund.

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

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

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

37 TOWN OF BRECKENRIDGE, a Colorado
38 municipal corporation
39

40
41 By _____
42 John G. Warner, Mayor

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ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

1 *FOR WORKSESSION/SECOND READING – AUG. 24*

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

5
6 COUNCIL BILL NO. 24

7
8 Series 2010

9
10 AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE TOWN OF
11 BRECKENRIDGE AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 2, 2010
12 THE QUESTION OF WHETHER, COMMENCING JANUARY 1, 2011, THE ‘TOWN OF
13 BRECKENRIDGE PUBLIC ACCOMMODATION TAX’ TAX RATE SHOULD BE
14 INCREASED FROM 2.4% TO 3.4% ON THE PRICE PAID FOR THE LEASING OR
15 RENTAL OF ANY HOTEL ROOM, MOTEL ROOM OR OTHER ACCOMMODATION
16 LOCATED IN THE TOWN AS A TAX RATE INCREASE TAX PURSUANT TO ARTICLE
17 X, SECTION 20 OF THE COLORADO CONSTITUTION; REQUIRING ALL OF THE
18 INCREASED PUBLIC ACCOMMODATION TAX REVENUES COLLECTED BY THE
19 TOWN AS A RESULT OF THE TAX RATE INCREASE TO BE PAID INTO A SPECIAL
20 FUND OF THE TOWN AND USED ONLY TO MARKET AND ADVERTISE THE TOWN;
21 SETTING FORTH THE BALLOT TITLE; AND PROVIDING FOR THE CONDUCT OF THE
22 ELECTION

23
24 WHEREAS, the Town of Breckenridge (“Town”) is a home rule municipal corporation
25 organized and existing under Article XX of the Colorado Constitution; and

26
27 WHEREAS, the electors of the Town adopted the Town Charter on April 1, 1980; and

28
29 WHEREAS, Section 12.1 of the Breckenridge Town Charter provides that the Town
30 Council of the Town (“Town Council”) may, by ordinance, levy and collect excise taxes for
31 municipal purposes, including, but not limited to, a “bed tax”; and

32
33 WHEREAS, on April 3, 1984 the electors of the Town approved and authorized the
34 imposition of the Town of Breckenridge Public Accommodation Tax (“Accommodation Tax”) in
35 an amount not exceed two and four tenths percent (2.4%) of the price paid for the leasing or
36 rental of any hotel room, motel room or other accommodation located in the Town; and

37
38 WHEREAS, Chapter 4 of Title 3 of the Breckenridge Town Code imposes a municipal
39 excise tax equal to 2.4% of the price paid for the leasing and rental of any hotel room, motel
40 room or other accommodation located in the Town; and

41
42 WHEREAS, Section 31-11-111(2), C.R.S., authorizes the Town Council to refer
43 questions to the vote of the registered electors of the Town; and

1 WHEREAS, Article X, §20 of the Colorado Constitution requires prior voter approval of
2 a tax rate increase; and

3
4 WHEREAS, Article X, §20 of the Colorado Constitution further provides that a ballot
5 issue such as that set forth in Section 3 of this ordinance may be decided in conjunction with a
6 state general election; and

7
8 WHEREAS, the next state general election will be held on November 2, 2010; and

9
10 WHEREAS, the Town Council finds and determines that there should be submitted to the
11 registered electors of the Town at a special Town election to be held on November 2, 2010 in
12 conjunction with the state general election, as a referred measure, the question of whether
13 Town's Accommodation Tax tax rate should be increased from 2.4% to 3.4% of the price paid
14 for the leasing or rental of any hotel room, motel room or other accommodation located in the
15 Town, with the increased Accommodation Tax revenues collected by the Town from the tax rate
16 increase to be paid into a special fund and used only to market, advertise and promote the Town
17 and its environs as a year round resort, and to market, advertise and promote activities and events
18 which the Town Council determines are beneficial to the economic vitality of the community;
19 and

20
21 WHEREAS, Section 31-11-111(2), C.R.S., provides that the Town Council or its
22 designee shall fix a ballot title for the referred measure set forth in Section 3 of this ordinance;
23 and

24
25 WHEREAS, the Town Council has determined that it should fix the ballot title for the
26 referred measure set forth in Section 3 of this ordinance.

27
28 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
29 BRECKENRIDGE, COLORADO:

30
31 Section 1. Section 3-4-3 of the Breckenridge Town Code is amended so as to read in its
32 entirety as follows:

33 3-4-3: IMPOSITION OF TAX: On and after January 1, 2011, there is levied and
34 shall be paid and collected an excise tax of three and four tenths percent (3.4%)
35 on the price paid for the leasing or rental of any hotel room, motel room, or other
36 accommodation located in the Town.

37
38 Section 2. The Breckenridge Town Code is amended by the addition of a new Chapter 8
39 of Title 3, to be entitled "Marketing Fund", which shall read in its entirety as follows:

40 CHAPTER 8

41
42 MARKETING FUND

43
44 SECTION:
45

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3-8-1: Definitions

3-8-2: Marketing Fund

3-8-1: DEFINITIONS: As used in this Chapter the following words shall have the following meanings:

DESIGNATED REVENUES:

1. All revenues collected by the Town as a result of the elimination of the Town’s sales tax vendor’s fee as provided for in Ordinance No. 26, Series 1992;

2. All revenues collected by the Town as a result of the implementation and collection of the additional four tenths of a percent (.4%) Accommodation Tax as provided for in Ordinance No. 27, Series 1992;

3. All revenues collected by the Town as a result of the Town of Breckenridge “Business and Occupational License and Tax Ordinance”; and

4. All revenues collected by the Town from the one percent (1%) increase in the tax rate of the Town’s Accommodation Tax approved by the electors on November 2, 2010,

together with such additional funds, if any, that may be designated from time to time by the Town Council for inclusion in the marketing fund.

MARKETING FUND:

The Town of Breckenridge Marketing Fund described in Section 3-8-2.

MARKETING PLAN:

A plan adopted from time to time by the Town Council for the marketing, advertising and promotion of the Town and its environs as a year round resort, as well for the marketing, advertising and promotion of activities and events which are beneficial to the economic vitality of the community. The marketing plan may include public relations activities, promotional activities, direct advertising, and financial support for certain events and activities recommend by the plan.

1 3-8-2: MARKETING FUND: On and after January 1, 2011, immediately upon
2 receipt or collection thereof by the Town the designated funds shall be credited to
3 the Marketing Fund that was previously established by the Town. The monies in
4 the Marketing Fund shall be expended by the Town Council only to implement
5 the Marketing Plan. The amounts expended from the Marketing Fund shall be
6 determined from time to time by the Town Council.
7

8 Section 3. In conjunction with the state general election to be held on Tuesday,
9 November 2, 2010 a special town election shall be held. At such election there shall be submitted
10 to the vote of the registered electors of the Town, as a referred measure under Article X,
11 Section 20 of the Colorado Constitution and Section 31-11-111(2), C.R.S., the ballot issue
12 hereinafter set forth. At the said election, the official ballot, including early voters' ballots, shall
13 state the substance of the ballot issue to be voted upon and, as so stated, shall constitute the ballot
14 title, designation, and submission clause, and each registered elector voting at the election may
15 indicate his or her choice on the ballot issue submitted, which shall be in the following form:

16 QUESTION ____ [Number/letter to be inserted by County Clerk]
17

18 SHALL TOWN OF BRECKENRIDGE TAXES BE INCREASED \$985,000
19 ANNUALLY COMMENCING JANUARY 1, 2011, AND THEREAFTER BY
20 WHATEVER AMOUNT IS ACTUALLY COLLECTED, BY INCREASING
21 THE "TOWN OF BRECKENRIDGE PUBLIC ACCOMMODATION TAX"
22 TAX RATE FROM 2.4% TO 3.4% ON THE PRICE PAID FOR THE LEASING
23 OR RENTAL OF ANY HOTEL ROOM, MOTEL ROOM OR OTHER
24 ACCOMMODATION LOCATED IN THE TOWN AS A TAX RATE
25 INCREASE APPROVED PURSUANT TO ARTICLE X, SECTION 20 OF THE
26 COLORADO CONSTITUTION AND OTHER APPLICABLE LAW, AND
27 SHALL ALL OF THE PUBLIC ACCOMMODATION TAX REVENUES
28 COLLECTED BY THE TOWN AS A RESULT OF THE APPROVED TAX
29 RATE INCREASE BE PAID INTO A SPECIAL FUND AND USED ONLY TO
30 MARKET AND ADVERTISE THE TOWN?
31

32
33 YES _____ NO _____
34

35 Section 4. In connection with the fixing of the ballot title for the referred measure as set
36 forth in Section 3 of this ordinance, the Town Council of the Town of Breckenridge finds and
37 determines as follows:

38 A. The Town Council has considered the public confusion that might be caused by
39 misleading ballot titles.
40

41 B. The general understanding of the effect of a "yes" or "no" vote on the referred
42 measure set forth in Section 3 of this ordinance will be clear to the electors.
43

1 C. The ballot title for the referred measure set forth in Section 3 of this ordinance will
2 not conflict with those titles selected for any other measure that will appear on the municipal
3 ballot at the November 2, 2010 special Town election; and
4

5 D. The ballot title for the referred measure set forth in Section 3 of this ordinance
6 correctly and fairly expresses the true intent and meaning of the measure.
7

8 Section 5. If a majority of all the votes cast at the election shall be for the ballot issue set
9 forth in Section 3 of this ordinance ("ballot issue"), the amendments to the Breckenridge Town
10 Code set forth in full in Section 1 and Section 2 of this ordinance shall be deemed to be adopted
11 and shall become effective January 1, 2011, and the Town of Breckenridge shall be authorized to
12 collect, retain, and expend the full amount of the Accommodation Tax revenues collected by the
13 Town as a result of the tax rate increase approved by the ballot issue separate and apart from any
14 other expenditures of the Town which may be limited pursuant to Article X, §20 of the Colorado
15 Constitution, or any other state restriction on the Town's fiscal year spending, and the increased
16 tax revenues authorized for collection, retention and expenditure by the passage of the ballot
17 question shall not be counted in any such spending limitation. If a majority of all the votes cast at
18 the election shall be against the ballot issue the amendments to the Breckenridge Town Code set
19 forth in full in Section 1 and Section 2 of this ordinance shall be deemed to have been defeated,
20 and such amendments to the Breckenridge Town Code shall not become effective.

21 Section 6. The special Town election on November 2, 2010 to consider the ballot
22 question shall be conducted as a coordinated election with Summit County. The Summit County
23 Clerk and Recorder shall conduct the special Town election on behalf of the Town. Pursuant to
24 Section 1-12-6 of the Breckenridge Town Code, the election shall be conducted under the
25 Uniform Election Code of 1992. The cost of the election with respect to the ballot issue shall be
26 paid from the general fund of the Town.

27 Section 7. The officers of the Town are authorized and directed to take all action
28 necessary or appropriate to effectuate the provisions of this ordinance. All action previously
29 taken by the officers of the Town with respect to the ballot question set forth in this ordinance is
30 ratified, confirmed and approved.

31 Section 8. The Town Clerk, or the coordinated election official if so provided by
32 intergovernmental agreement, shall give or cause to be given the notice of election required by
33 Section 1-5-205, C.R.S. Additionally, the Town Clerk shall cause the notice required by
34 §20(3)(b) of Article X of the Colorado Constitution to be prepared and delivered in accordance
35 with the requirements of applicable law.

36 Section 9. The Town Clerk shall serve as the designated election official of the Town the
37 purposes of performing acts required or permitted by law in connection with the election on the
38 ballot issue, and shall take such action as may be required to comply with all applicable laws
39 pertaining to the conduct of the election.

40 Section 10. The Town Council hereby finds, determines and declares that this
41 ordinance is necessary and proper to provide for the safety, preserve the health, promote the

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

3 Section 11. The Town Council hereby finds, determines and declares that it has the
4 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
5 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
6 Charter.

7 Section 12. This ordinance shall be published and become effective as provided by
8 Section 5.9 of the Breckenridge Town Charter.

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

14
15 TOWN OF BRECKENRIDGE, a Colorado
16 municipal corporation

17
18
19
20 By _____
21 John G. Warner, Mayor

22
23 ATTEST:

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

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 26 (2010 Model Traffic Code Ordinance)

DATE: August 16, 2010 (for August 24th meeting)

The second reading of the ordinance adopting and amending the 2010 Model Traffic Code is scheduled for your meeting on August 24th.

At the last meeting there was some discussion about possibly amending the Traffic Code to ban all cell phone use by drivers within the Town. I have checked with CDOT, and such an amendment would not be approved for enforcement on state highways because it would change the statewide “rules of the road.”

It might be legally possible to ban all cell phone use by drivers on non-state highways in the Town, although the state legislature has expressly declared that the new state cell phone/texting law is a “matter of statewide concern” and was therefore intended by the legislature to be binding upon all home rule municipalities.¹

However, I know that the Police Chief objects to the idea of having a local cell phone law that is different from the state law. He has indicated to me that having such a local law would present potential problems with guests and visitors who are unaware of the local law. In addition, I have concerns about having one cell phone rule on state highways, and a different rule for the rest of Town streets.

In deciding how to proceed on this issue I thought it might be helpful for you to see the current state cell phone/texting statute that is included in the 2010 Model Traffic Code. This law was adopted in 2009 and became effective December 1, 2009:

→ § 42-4-239. Misuse of a wireless telephone--definitions--penalty--preemption

(1) As used in this section, unless the context otherwise requires:

(a) “Emergency” means a situation in which a person:

(I) Has reason to fear for such person's life or safety or believes that a criminal act may be perpetrated against such person or another person, requiring the use of a wireless telephone while the car is moving; or

¹ This kind of legislative declaration is not necessarily conclusive on the issue of whether a state statute is binding on a home rule municipality, but is considered and given weight by a court.

(II) Reports a fire, a traffic accident in which one or more injuries are apparent, a serious road hazard, a medical or hazardous materials emergency, or a person who is driving in a reckless, careless, or otherwise unsafe manner.

(b) "Operating a motor vehicle" means driving a motor vehicle on a public highway, but "operating a motor vehicle" shall not mean maintaining the instruments of control while the motor vehicle is at rest in a shoulder lane or lawfully parked.

(c) "Use" means talking on or listening to a wireless telephone or engaging the wireless telephone for text messaging or other similar forms of manual data entry or transmission.

(d) "Wireless telephone" means a telephone that operates without a physical, wireline connection to the provider's equipment. The term includes, without limitation, cellular and mobile telephones.

(2) A person under eighteen years of age shall not use a wireless telephone while operating a motor vehicle.

(3) A person eighteen years of age or older shall not use a wireless telephone for the purpose of engaging in text messaging or other similar forms of manual data entry or transmission while operating a motor vehicle.

(4) Subsection (2) or (3) of this section shall not apply to a person who is using the wireless telephone:

(a) To contact a public safety entity; or

(b) During an emergency.

(5)(a) A person who operates a motor vehicle in violation of subsection (2) or (3) of this section commits a class A traffic infraction as defined in [section 42-4-1701\(3\)](#), and the court or the department of revenue shall assess a fine of fifty dollars.

(b) A second or subsequent violation of subsection (2) or (3) of this section shall be a class A traffic infraction as defined in [section 42-4-1701\(3\)](#), and the court or the department of revenue shall assess a fine of one hundred dollars.

(6)(a) An operator of a motor vehicle shall not be cited for a violation of subsection (2) of this section unless the operator was under eighteen years of age and a law enforcement officer saw the operator use, as defined in paragraph (c) of subsection (1) of this section, a wireless telephone.

(b) An operator of a motor vehicle shall not be cited for a violation of subsection (3) of this section unless the operator was eighteen years of age or older and a law enforcement officer saw the operator use a wireless telephone for the purpose of engaging in text messaging or other similar forms of manual data entry or transmission.

(7) The provisions of this section shall not be construed to authorize the seizure and forfeiture of a wireless telephone, unless otherwise provided by law.

(8) This section does not restrict operation of an amateur radio station by a person who holds a valid amateur radio operator license issued by the federal communications commission.

(9) The general assembly finds and declares that use of wireless telephones in motor vehicles is a matter of statewide concern.

As you will notice, the essence of the new state law is a blanket prohibition against the use of cell phones by all drivers under age 18, and a prohibition against the use of cell phone for texting (but not talking) by drivers age 18 or older.

I know the state legislature has been asked to consider a prohibition against all cell phone use by drivers unless the cell phone is a “hands free” unit. Obviously, to date there has been no political consensus at the state level to do this. It is likely that efforts will continue to change the cell phone law at the state level, although the results of such efforts is unclear at this time.

In light of the Police Chief’s suggestion that the Model Traffic Code be adopted without amending the cell phone law I have not made any changes to the ordinance from first reading. However, after the worksession on Tuesday I can make whatever change in the ordinance the Council directs.

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

1 *FOR WORKSESSION/SECOND READING – AUG. 24*

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

4
5 COUNCIL BILL NO. 26

6
7 Series 2010

8
9 AN ORDINANCE REPEALING AND READOPTING WITH CHANGES
10 CHAPTER 1 OF TITLE 7 OF THE BRECKENRIDGE TOWN CODE;
11 ADOPTING BY REFERENCE THE MODEL TRAFFIC CODE FOR
12 COLORADO, 2010 EDITION, PUBLISHED BY THE COLORADO
13 DEPARTMENT OF TRANSPORTATION; MAKING CERTAIN
14 AMENDMENTS TO THE MODEL TRAFFIC CODE FOR COLORADO, 2010
15 EDITION; AND PROVIDING PENALTIES FOR THE VIOLATION OF THE
16 MODEL TRAFFIC CODE FOR COLORADO, 2010 EDITION
17

18 WHEREAS, Section 5.13 of the Breckenridge Town Charter authorizes the Town
19 Council to adopt published codes by reference, and sets forth the procedures to be followed in
20 connection therewith; and
21

22 WHEREAS, the current Town of Breckenridge Traffic Code is based on the 2003
23 edition of the Model Traffic Code For Colorado, published by the Colorado Department of
24 Transportation; and
25

26 WHEREAS, the 2010 edition of the Model Traffic Code For Colorado, published by the
27 Colorado Department of Transportation, is now available; and
28

29 WHEREAS, the Town Council of the Town of Breckenridge finds and determines that
30 the 2010 edition of the Model Traffic Code For Colorado, with those additions, modifications
31 and deletions hereinafter set forth, should be adopted as the traffic code for the Town.
32

33 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
34 BRECKENRIDGE, COLORADO:
35

36 Section 1. Chapter 1 of Title 7 of the Breckenridge Town Code, entitled "Traffic Code",
37 is hereby repealed and readopted with changes so as to read in its entirety as follows:
38

39 CHAPTER 1

40 TRAFFIC CODE

41
42
43 SECTION:
44

- 1 7-1-1: Adoption of Code
- 2 7-1-2: Additions or Modifications
- 3 7-1-3: Deletions
- 4 7-1-4: Application
- 5 7-1-5: Copy of Code on File
- 6 7-1-6: Penalties

7
8 **7-1-1: Adoption of Code:** Parts 1-17, inclusive; Part 19; and Appendix I (Definitions)
9 of the Model Traffic Code For Colorado, 2010 edition, published by the Colorado Department of
10 Transportation of the State of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222,
11 is hereby adopted as the traffic code of the Town of Breckenridge. The subject matter of the
12 Model Traffic Code For Colorado, 2010 edition, includes comprehensive traffic control
13 regulations for the Town. The purpose of this Chapter, and the Code adopted by reference herein,
14 is to provide for the Town a system of traffic regulations consistent with state law and generally
15 conforming to similar regulations throughout the state and the nation.

16
17 **7-1-2: Additions or Modifications:** The Model Traffic Code For Colorado, 2010
18 edition (the “adopted code”), is adopted as if set out at length, save and except the following
19 additions and modifications:

20
21 A. Section 101 of the adopted code is amended so as to read in its entirety as follows:

22
23 **101. Interpretation; References to C.R.S.**

24
25 1. The general purpose of this Chapter is to establish local traffic regulations for
26 the Town of Breckenridge that conform with the State’s uniform system for the
27 regulation of vehicles and traffic. This Chapter shall be interpreted and construed
28 as to effectuate such purpose.

29
30 2. The published Model Traffic Code For Colorado, 2010 edition, is written to
31 apply to both municipalities and counties, and in some instances, to the State of
32 Colorado as well. In adopting the Model Traffic Code For Colorado, 2010 edition,
33 the Town Council is aware that certain provisions of the Code cannot, by their
34 very nature, or do not by their wording apply to the Town. Any provision of the
35 Code that cannot or does not apply to the Town of Breckenridge shall be ignored
36 and no attempt shall be made to enforce such provision within the Town.

37
38 3. The provisions of Article 4 of Title 2, C.R.S., may be used to interpret the
39 provisions of this Code.

40
41 4. Any reference in this Code to any particular Title, Article and Section of the
42 Colorado Revised Statutes shall be deemed to include any reference to any
43 amendment to such statute, or any successor statute concerning the same subject
44 matter. Further, any reference to a particular Section of the state motor vehicle

1 laws may mean the counterpart traffic regulation of the Town as set forth in the
2 this Code.

3
4 B. Section 104 of the adopted code is amended so as to read in its entirety as follows:
5

6 **104. Meaning of Generic References.** Unless the context clearly requires
7 otherwise, all references in this Code to “this local government”, “this
8 jurisdiction”, “local government authorities”, the “local authority”, “proper
9 authority”, and similar generic references shall mean and shall refer to the Town
10 of Breckenridge, Colorado, or to the elected officials or appointed officers of the
11 Town, as appropriate. References in this Code to matters which apply “within this
12 State” shall mean “within the Town.”
13

14 C. Section 109(4) of the adopted code is amended so as to read in its entirety as
15 follows:
16

17 (4) No person riding upon any low-power scooter, coaster, roller skates, in-line
18 skates, skateboard, skis, snowboard, sled, or toy vehicle shall attach the same or
19 himself or herself to any vehicle upon a roadway.
20

21 D. Section 109(9) of the adopted code is amended so as to read in its entirety as
22 follows:
23

24 (9) No person shall use the highways for traveling on skis, snowboard,
25 toboggans, coasting sleds, skates, in-line skates, skateboards, or similar devices.
26 It is unlawful for any person to use any roadway with the Town as a sled or ski
27 course for the purpose of coasting on sleds, skis, or similar devices. It is also
28 unlawful for any person upon roller skates, in-line skates, skateboards or riding in
29 or by means of any coaster, toy vehicle, or similar device to go upon any roadway
30 within the Town except while crossing a highway in a crosswalk, and when so
31 crossing such person shall be granted all of the rights and shall be subject to all of
32 the duties applicable to pedestrians. This Subsection (9) does not apply to: (i) any
33 public way which is set aside by proper authority as a play street and which is
34 adequately roped off or otherwise marked for such purpose, or (ii) the riding of
35 in-line skates or skateboards on sidewalks.
36

37 E. The adopted code is amended by the addition of a new Section 109.9, to be
38 entitled “Golf Cars Prohibited”, which shall read in its entirety as follows:
39

40 **109.9 Golf Cars Prohibited.** A golf car shall not be operated on a roadway.
41

42 F. Section 110(4) of the adopted code is amended so as to read in its entirety as
43 follows:
44

1 (4) The Municipal Court of the Town of Breckenridge, Colorado shall have
2 jurisdiction over violations of traffic regulations enacted or adopted by the Town
3 Council of the Town of Breckenridge, Colorado, including, without limitation,
4 violations or alleged violations of this Code.

5
6 G. Section 236 of the adopted code is amended so as to read in its entirety as
7 follows;

8
9 **236. Child Restraint Systems Required–Definitions–Exemptions**

10
11 (1) As used in this section, unless the context otherwise requires:

12 (a) "Child care center" means a facility required to be licensed under the "Child Care
13 Licensing Act", article 6 of title 26, C.R.S.

14 (a.3) [DELETED]

15 (a.5) "Child restraint system" means a specially designed seating system that is designed
16 to protect, hold, or restrain a child in a motor vehicle in such a way as to prevent or
17 minimize injury to the child in the event of a motor vehicle accident that is either
18 permanently affixed to a motor vehicle or is affixed to such vehicle by a safety belt or a
19 universal attachment system, and that meets the federal motor vehicle safety standards set
20 forth in section 49 CFR 571.213, as amended.

21 (a.7) [DELETED]

22 (a.8) "Motor vehicle" means a passenger car; a pickup truck; or a van, minivan, or sport
23 utility vehicle with a gross vehicle weight rating of less than ten thousand pounds. "Motor
24 vehicle" does not include motorcycles, low-power scooters, motorscooters,
25 motorbicycles, motorized bicycles, and farm tractors and implements of husbandry
26 designed primarily or exclusively for use in agricultural operations.

27 (b) "Safety belt" means a lap belt, a shoulder belt, or any other belt or combination of
28 belts installed in a motor vehicle to restrain drivers and passengers, except any such belt
29 that is physically a part of a child restraint system. "Safety belt" includes the anchorages,
30 the buckles, and all other equipment directly related to the operation of safety belts.
31 Proper use of a safety belt means the shoulder belt, if present, crosses the shoulder and
32 chest and the lap belt crosses the hips, touching the thighs.

33 (2) (a) (I) Unless exempted pursuant to subsection (3) of this section and except as
34 otherwise provided in subparagraphs (ii) and (iii) of this paragraph (a), every child who is
35 under eight years of age and who is being transported in this state in a motor vehicle or in
36 a vehicle operated by a child care center shall be properly restrained in a child restraint
37 system, according to the manufacturer's instructions.

38 (II) If the child is less than one year of age and weighs less than twenty pounds, the child
39 shall be properly restrained in a rear-facing child restraint system in a rear seat of the
40 vehicle.

41 (III) If the child is one year of age or older, but less than four years of age, and weighs
42 less than forty pounds, but at least twenty pounds, the child shall be properly restrained in
43 a rear-facing or forward-facing child restraint system.

44 (b) Unless excepted pursuant to subsection (3) of this section, every child who is at least
45 eight years of age but less than sixteen years of age who is being transported in this state

1 in a motor vehicle or in a vehicle operated by a child care center shall be properly
2 restrained in a safety belt or child restraint system according to the manufacturer's
3 instructions.

4 (c) If a parent is in the motor vehicle, it is the responsibility of the parent to ensure that
5 his or her child or children are provided with and that they properly use a child restraint
6 system or safety belt system. If a parent is not in the motor vehicle, it is the responsibility
7 of the driver transporting a child or children, subject to the requirements of this section,
8 to ensure that such children are provided with and that they properly use a child restraint
9 system or safety belt system.

10 (3) Except as provided in section 42-2-105.5 (4), C.R.S., the requirements of subsection
11 (2) of this section shall not apply to a child who:

12 (a) [DELETED]

13 (b) is less than eight years of age and is being transported in a motor vehicle as a result of
14 a medical or other life-threatening emergency and a child restraint system is not
15 available;

16 (c) is being transported in a commercial motor vehicle, as defined in section 42-2-402
17 (4)(a), C.R.S., that is operated by a child care center;

18 (d) Is the driver of a motor vehicle and is subject to the safety belt requirements provided
19 in section 237;

20 (e) weighs more than forty pounds and is being transported in a motor vehicle in which
21 the rear seat of the vehicle was not equipped at the time of manufacture with combination
22 lap and shoulder belts; or

23 (f) is being transported in a motor vehicle that is operated in the business of transporting
24 persons for compensation or hire by or on behalf of a motor vehicle carrier as defined in
25 section 40-10-101 (4) (a), C.R.S., a contract carrier by motor vehicle as defined in section
26 40-11-101 (3), C.R.S., or an operator of a luxury limousine service as defined in section
27 40-16-101 (3.3), C.R.S.

28 (4) [DELETED]

29 (5) No person shall use a safety belt or child restraint system, whichever is applicable
30 under the provisions of this section, for children under sixteen years of age in a motor
31 vehicle unless it conforms to all applicable federal motor vehicle safety standards.

32 (6) Any violation of this section shall not constitute negligence per se or contributory
33 negligence per se.

34 (7) Any person who violates any provision of this section commits a traffic infraction.

35 (8) The fine may be waived if the defendant presents the court with satisfactory evidence
36 of proof of the acquisition, purchase, or rental of a child restraint system by the time of
37 the court appearance.

38 (9) [DELETED]

39 (10) [DELETED]

40 (11) (a) A law enforcement officer who stops a driver of a motor vehicle with an
41 occupant of the vehicle in violation of subparagraph (i) of paragraph (a) of subsection (2)
42 of this section shall warn the driver that the violation is a traffic infraction and shall not
43 cite the driver for the violation.

44 (b) this subsection (11) is repealed, effective August 1, 2011.
45

1 H. The last sentence of Section 225(3) of the adopted code is deleted.

2
3 I. Section 615 of the adopted code is amended so as to read in its entirety as
4 follows:

5
6 **Section 615. School Zones--Increase In Penalties For Moving Traffic**
7 **Violations.**

8
9 A. Any person who commits a moving traffic violation in a school zone shall be
10 subject to a doubled fine and surcharge. The Municipal Judge shall amend his or
11 her penalty assessment schedule to reflect such doubled fine and surcharge.

12
13 B. For purposes of this Section, "school zone" means an area that is designated as
14 a school zone and has appropriate signs posted indicating that the penalties and
15 surcharges will be doubled.

16
17 C. Town Authorities shall designate the placement of traffic signs that designate
18 the area that will be deemed to be a school zone for purposes of this Section. In
19 making such designation, the Town Authorities shall consider when increased
20 penalties are necessary to protect the safety of school children.

21
22 D. This Section does not apply if the penalty and surcharge for a violation has
23 been doubled pursuant to Section 614 of this Code or Section 42-4-614, C.R.S.,
24 because such violation also occurred within a highway maintenance, repair, or
25 construction zone.

26
27 J. The adopted code is amended by the addition of a new Section 616, to be
28 entitled "Barricades", which shall read in its entirety as follows:

29
30 **616. Barricades.** Whenever barricades are erected by a police officer or other
31 authorized person to close off a part or all of a street, highway or public property,
32 no person shall drive around, through, or between such barricades or into the
33 barricaded area except as directed or permitted by official signs or in compliance
34 with the directions of a police officer or other authorized person.

35
36 K. The adopted code is amended by the addition of a new Section 1203, to be
37 entitled "Standing in Deliver Zone", which shall read in its entirety as follows:

38
39 **1203. Standing in Delivery Zone.** (a) No person shall stand a vehicle for any
40 purpose or length of time in a place officially marked as a delivery zone, except
41 pursuant to a valid permit issued by the Police Chief pursuant to Subsection (b) of
42 this Section.

43
44 (b) The Police Chief is authorized to issue non-transferable permits for the
45 purpose of authorizing qualified persons to temporarily stand a vehicle in a place

1 officially marked as a delivery zone. The following rules shall apply to the
2 issuance of a delivery zone permit pursuant to this Section:

3
4 1. The Police Chief shall collect for the purpose of reimbursing the Town for the
5 administrative costs of processing the permit application. The permit fee for 2010
6 shall be twenty five dollars (\$25.00) for each such permit. The permit fee for
7 future years shall be established from time to time by resolution of the Town
8 Council. No portion of such permit fee shall be refundable, nor shall any permit
9 issued under this Section be transferable.

10
11 2. A permit may be issued only to a commercial delivery service that delivers to
12 multiple locations within the Town on a daily or weekly basis.

13
14 3. No delivery zone permit shall be issued to any person who does not have a
15 valid business and occupational license issued pursuant to Chapter 1 of Title 4 of
16 this Code. Each permittee shall maintain a valid business and occupational license
17 throughout the term of the permit.

18
19 4. A permit shall be hung from the rear view mirror or placed on the dashboard of
20 a vehicle at all times while such vehicle is standing in a place officially marked as
21 a delivery zone.

22
23 5. The Police Chief is authorized to designate one or more delivery zones within
24 the Town, and to alter, amend, or change such designations from time to time as
25 the Police Chief determines to be necessary or appropriate based upon the usage
26 of the designated delivery zones and the needs of those persons holding permits
27 issued pursuant to this Section.

28
29 6. A permit shall be valid only in those delivery zones indicated on the face of the
30 permit. It shall be a violation of Subsection (a) of this Section for the holder of a
31 permit to stand a vehicle in any delivery zone other than the delivery zone(s)
32 indicated on the face of the permit.

33
34 7. A permit shall be valid for a period of one (1) year, unless sooner revoked by
35 the Police Chief as provided in Subsection 8.

36
37 8. A permit may be revoked by the Police Chief, after a hearing, if, during the
38 term of the permit, the Police Chief determines that the permittee has violated: (i)
39 any of the terms and conditions of this Section; or (ii) any of the terms and
40 conditions of the permit. Any action to revoke a license issued under this Section
41 shall generally comply with the requirements for administrative hearings set forth
42 in Chapter 19 of Title 1 of the Town Code.

43
44 L. Section 1204 of the adopted code is by the addition of a new Subsection
45 (1)(j.5), which shall read in its entirety as follows:

1
2 (j.5) Upon the paved or improved and main-traveled portion of any street within a
3 residential block, except: (i) where on-street parking within such block is
4 authorized by official signs or street markings; (ii) for the temporary parking of
5 construction vehicles, if authorized by the Police Chief based upon the Police
6 Chief's determination that the parking of such vehicles can be done safely, in
7 compliance with the applicable provisions of the Town's Noise Ordinance
8 (Chapter 8 of Title 5 of the Breckenridge Town Code), and without undue
9 disruption to either the traveling public or the neighborhood; or (iii) for parking
10 associated with a special event, if such special event is authorized by a
11 development or other Town permit;

12
13 M. Section 1205(3) of the adopted code is amended so as to read as follows:

14
15 (3) Angle parking is permitted on any Town roadway, except any roadway that is
16 part of the state highway system, when determined to be appropriate by the Town
17 Engineer. As used in this Section, the term "angle parking" means the head-in
18 parking of a vehicle at an angle to the curb or edge of the roadway, instead of
19 parking parallel to the right-hand curb or edge of the roadway, and includes, but is
20 not limited to, "straight in" parking perpendicular to the curb or edge of the
21 roadway.

22
23 Whenever the Town Engineer designates any roadway or portion of a roadway
24 upon which angle parking is permitted, the Town shall mark or sign such roadway
25 indicating that angle parking is permitted and the angle at which vehicles shall be
26 parked.

27
28 When signs or markings are in place indicating angle parking as herein provided,
29 no person shall park or stand a vehicle other than at the angle to the curb or edge
30 of the roadway indicated by such signs or markings with the right front wheel of
31 the vehicle within eighteen inches of the curb or edge of the roadway.

32
33 N. Section 1208 of the adopted code is amended so as to read in their entirety as
34 follows:

35
36 **1208. Parking Privileges for Persons With Disabilities.**

37
38 (a) As used in this Section: (i) "license plate or placard" means a license plate or
39 placard issued pursuant to Section 42-3-204, C.R.S. and (ii) "person with a
40 disability" has the meaning provided for such term in Section 42-3-204, C.R.S., or
41 any successor statute.

42
43 (b) A vehicle with a license plate or a placard obtained pursuant to Section
44 42-3-204, C.R.S., or otherwise authorized by Subsection (f) of this Section, may
45 be parked in public parking areas along public streets within the Town, but the

1 parking of such vehicle is subject to any time limitation imposed in such area. It is
2 unlawful for any person who is not a person with a disability to exercise the
3 privileges defined in this Subsection (b).
4

5 (c) A person with a disability may park in a parking space identified as being
6 reserved for use by persons with disabilities whether on public property or private
7 property available for public use. A license plate or placard obtained pursuant to
8 Section 42-3-204, C.R.S., or as otherwise authorized by Subsection (f) of this
9 Section, shall be displayed at all times on the vehicle while parked in such space.
10

11 (d) The owner of private property available for public use may request from the
12 Director of the Department of Public Works the installation of official signs
13 identifying parking spaces reserved for use by persons with disabilities. Such a
14 request shall be a waiver of any objection the owner may assert concerning
15 enforcement of this Section by peace officers of the Town, and such officers are
16 hereby authorized and empowered to so enforce this Section, provisions of law to
17 the contrary notwithstanding.
18

19 (e) Each parking space reserved for use by persons with disabilities whether on
20 public property or private property shall be marked with an official upright sign,
21 which sign may be stationary or portable, identifying such parking space as
22 reserved for use by persons with disabilities.
23

24 (f) Persons with disabilities from states other than Colorado shall be allowed to
25 use parking spaces for persons with disabilities within the Town so long as such
26 persons have valid license plates or placards from their home state that are also
27 valid pursuant to 23 C.F.R. Part 1235.
28

29 (g) It is unlawful for any person other than a person with a disability to park in a
30 parking space on public or private property within the Town that is clearly
31 identified by an official sign as being reserved for use by persons with disabilities,
32 unless:
33

34 (i) such person is parking the vehicle for the direct benefit of a
35 person with a disability to enter or exit the vehicle while it is
36 parked in the space reserved for use by persons with disabilities;
37 and
38

39 (ii) a license plate or placard obtained pursuant to Section 42-3-
40 204, C.R.S., or as otherwise authorized by Subsection (f) of this
41 Section, is displayed in such vehicle.
42

43 A person found to have violated this Subsection (g) shall be punished by a fine of
44 \$100.00. Any person who violates this Subsection (g) by parking a vehicle owned

1 by a commercial carrier, as defined in Subsection (15) of the Appendix to this
2 Code (Definitions), shall be punished by a fine of \$200.

3
4 (h) Any person who is not a person with a disability and who uses a license plate
5 or placard issued pursuant to Section 43-2-204, C.R.S., in order to receive the
6 benefits or privileges available to a person with a disability under this Section
7 commits an infraction and shall be punished by a fine of \$100.

8
9 (i) Any law enforcement officer or authorized and uniformed parking enforcement
10 official may check the identification of any person using a license plate or placard
11 for persons with disabilities in order to determine whether such use is authorized.

12
13 (j) It is unlawful for any person to park a vehicle so as to block reasonable access
14 to curb ramps or passenger loading zones, as identified in 28 C.F.R. Part 36
15 (Appendix A), that are clearly identified and are adjacent to a parking space
16 reserved for use by persons with disabilities unless such person is loading or
17 unloading a person with a disability. A person convicted of violating this
18 Subsection (i) of shall be punished by a fine of \$100.00.

19
20 (k) It is unlawful and a misdemeanor traffic offense for any person to knowingly
21 and fraudulently obtain, possess, use, or transfer a placard issued to a person with
22 a disability pursuant to Section 42-3-204, C.R.S., or to knowingly make, possess,
23 use, or transfer what purports to be, but is not, a placard issued to a person with a
24 disability pursuant to Section 42-3-204, C.R.S. Any person convicted of violating
25 this Subsection (k) shall be punished in accordance with the provisions of Chapter
26 4 of Title 1 of the Town Code. Any person who knowingly and willfully receives
27 remuneration for committing a violation of this Subsection (k) shall be punished
28 by a minimum fine of \$999. No portion of such fine may be suspended by the
29 Municipal Judge.

30
31 (l) For purposes of this Subsection (l), "holder means a person with a disability as
32 defined in Section 43-2-204, C.R.S., who has lawfully obtained a license plate or
33 placard issued pursuant to Section 43-2-204, C.R.S. Notwithstanding any other
34 provision of this Section to the contrary, a holder is liable for any penalty or fine
35 as set forth in this Section or for any misuse of a disable license plate or placard,
36 including the use of such plate or placard by any person other than a holder,
37 unless the holder can furnish sufficient evidence that the license plate or placard
38 was, at the time of the violation, in the care, custody, or control of another person
39 without the holder's knowledge or consent. A holder may avoid the liability
40 described in this Subsection (l) if, within a reasonable time after notification of
41 the violation, the holder furnishes to the municipal prosecutor or the Police Chief
42 the name and address of the person who had the care, custody, or control of such
43 license plate or placard at the time of the violation or the holder reports said
44 license plate or placard lost or stolen to the Police Department.

1 O. The adopted code is amended by the addition of a new Section 1212, to be
2 entitled "Parking on Private Property", which shall read in its entirety as follows:
3

4 1212. Parking on Private Property.
5

6 (a) It is unlawful and a misdemeanor traffic offense for any person to park or
7 cause to be parked any vehicle upon any private parking lot or any other private
8 property within the town without the consent of the owner or the tenant or person
9 in lawful possession or control of the private parking lot or private property.
10

11 (b) Whenever the owner , tenant or person in lawful possession or control of the
12 private property finds a vehicle parked thereon without his or her consent, such
13 owner, tenant or person in lawful possession or control shall have the authority to
14 have such vehicle towed from the private parking lot or private property where it
15 is found, provided the appropriate provisions of this Section are complied with.
16 The provisions of chapter 3 of title 7 of this code shall not apply to any vehicle
17 towed pursuant to this Subsection (b), and the Town shall have no liability with
18 respect to any such tow.
19

20 (c) Any owner, tenant, or person in lawful possession or control of a private
21 parking lot or private property wishing to avail himself or herself of the
22 provisions of this Section shall post on such property in a conspicuous place so
23 that it can be seen by an ordinarily observant person a sign which reads as
24 follows:
25

26 PRIVATE PARKING
27 UNAUTHORIZED VEHICLES
28 WILL BE TOWED BY OWNER
29

30 (d) If the sign is to be posted to prohibit unauthorized parking at a private parking
31 lot containing more than six (6) parking spaces, one sign shall be posted at each
32 entrance to the private parking lot.
33

34 (e) If the sign is to be posted to prohibit unauthorized parking at a private parking
35 lot containing more than six (6) parking spaces, the sign required by Subsection
36 (c) of this Section shall be not less than 24 inches by 24 inches in size. The
37 lettering on such sign shall be not less than 2 inches in height and shall be red in
38 color and shall be printed on a white background. The sign shall be sheeted with
39 engineer grade reflective sheeting. The sign shall be erected at a height of not less
40 than 7 feet above the ground, measured from the bottom of the sign.
41

42 (f) If the sign is to be posted to prohibit unauthorized parking on private property
43 that is not a parking lot containing more than six (6) parking spaces, the sign
44 required by Subsection (c) of this Section shall be not less than 12 inches by 18
45 inches in size. The lettering on such sign shall be not less than 1 inch in height

1 and shall be red in color and shall be printed on a white background. The sign
2 shall be sheeted with engineer grade reflective sheeting. The sign shall be erected
3 at a height of not less than 7 feet above the ground, measured from the bottom of
4 the sign.

5
6 (g) A sign erected pursuant to this Section shall be an exempt sign within the
7 meaning of Section 8-2-6(L) of this code, and no permit shall be required to
8 authorize the erection of such sign. The installation of a sign pursuant to this
9 Section shall be a waiver of any objection the owner, tenant or person in lawful
10 possession or control of the private parking lot or private property may assert
11 concerning enforcement of this Section by peace officers of the Town.

12
13 (h) No complaint shall be issued for any violation of this Section unless it is
14 issued at the request of the owner, tenant or person in lawful possession or control
15 of the private parking lot or private property within or upon which violation of
16 this Section is alleged to have occurred. The person requesting the issuance of the
17 complaint shall provide to the person issuing the complaint their name, address
18 and telephone number, and must agree to appear and testify in court should a trial
19 on the complaint be required.

20
21 (i) In the event the owner, tenant or person in lawful possession or control of a
22 private parking lot or private property has a vehicle towed in accordance with this
23 Section, he or she shall immediately notify the police department of the town or
24 the Summit County Communications Center and indicate the name of the towing
25 company which towed the vehicle and the location of the storage of such vehicle.

26
27 (j) If the municipal court dismisses a complaint under this Section at the request
28 of the owner, tenant or person in lawful possession or control of a private parking
29 lot or private property, the court shall assess court costs against the person
30 requesting such dismissal in an amount not less than five dollars (\$5.00) and not
31 more than fifty dollars (\$50.00) for each complaint so dismissed.

32
33 (k) Every person, upon conviction of a violation of this Section, shall, upon first
34 conviction thereof, be punished by a fine not less than five dollars (\$5.00), or by
35 imprisonment of not more than five (5) days, or by both such fine and
36 imprisonment. Upon a second conviction of a violation of this Section within one
37 (1) year of a prior conviction, the punishment shall be a fine of not less than ten
38 dollars (\$10.00), or imprisonment of not more than ten (10) days, or both such
39 fine and imprisonment. Upon a third and for each subsequent conviction of a
40 violation of this Section within one (1) year from a prior conviction, the
41 punishment shall be a fine of not less than twenty dollars (\$20.00), or
42 imprisonment for not more than twenty (20) days, or both such fine and
43 imprisonment.

44

1 P. The adopted code is amended by the addition of a new Section 1213, to be
2 entitled "Parking on Private Property", which shall read in its entirety as follows:
3

4 1213. Parking on a Shared Private Driveway.
5

6 A. No person shall park a vehicle upon a shared private driveway in such a
7 manner as to block or impede the lawful use of such shared private driveway by
8 any person entitled to use such driveway, or by any authorized emergency
9 vehicle.
10

11 B. No person shall park a vehicle upon a shared private driveway other than in a
12 Town-approved parking area.
13

14 C. As used in this Section:
15

16 1. The term "shared private driveway" means a platted or granted private
17 easement or license providing the primary means of ingress and egress to and
18 from a public street for two or more residential properties.
19

20 2. The term "Town-approved parking area" means a parking area approved by
21 the Town as described in Subsection 4-1-8-1(A)(1) of the Town Code.
22

23 Q. Section 1409(9) of the adopted code is deleted.
24

25 R. Section 1412(2) of the adopted code is deleted.
26

27 S. Section 1412(12) of the adopted code is amended to read in its entirety as
28 follows:
29

30 (a) Any person who violates any provision of this Section commits a
31 misdemeanor traffic offense; except that Section 42-2-127, C.R.S. shall not apply.
32

33 (b) Any person riding a bicycle or electrical assisted bicycle who violates any
34 provision of this Code other than this Section which is applicable to such a
35 vehicle and for which a penalty is specified shall be subject to the same specified
36 penalty as any other vehicle; except that Section 42-2-127, C.R.S. shall not apply.
37

38 T. Section 1412(14) of the adopted code is amended to read in its entirety as
39 follows:
40

41 (14) Except as authorized by Section 42-4-111, C.R.S., the rider of an electrical
42 assisted bicycle shall not use the electrical motor on a bike or pedestrian path.
43

1 U. The adopted code is amended by the addition of a new Section 1416, to be
2 entitled “Skateboards and In-Line Skates Prohibited on Sidewalks”, which shall read in
3 its entirety as follows:
4

5 **1416. Skateboards and In-Line Skates Prohibited On Sidewalks.** When signs
6 are erected giving notice thereof, no person shall ride a skateboard, in-line skates
7 or a similar device upon a sidewalk.
8

9 V. Part 17 of the adopted code is amended to read in its entirety as follows:
10

11 **1701. Unlawful To Violate Code.** It is unlawful and a municipal offense for any
12 person to violate any provision of this Code. Such offenses shall be classified as
13 misdemeanor traffic offenses and traffic infractions as provided in Section 7-1-6
14 of the Breckenridge Town Code. Any person determined to have violated any
15 provision of this Code shall be punished as provided in Section 7-1-6 of the
16 Breckenridge Town Code.
17

18 **1702. Automatic Point Reduction--Authority of Municipal Judge.** The
19 Municipal Judge may, in his or her discretion, order that if a person receives a
20 penalty assessment notice for a violation of this Code and such person pays the
21 fine and surcharge for the violation on or before the date the payment is due, the
22 points assessed by the State of Colorado for the violation shall be reduced as
23 follows:
24

25 (a) For a violation having an assessment of three or more points, the points are
26 reduced by two points; and
27

28 (b) For a violation having an assessment of two points or less, the points are
29 reduced by one point.
30

31 **1703. Parties To A Crime.** Every person who commits, conspires to commit, or
32 aids or abets in the commission of any declared in this Code to a traffic offense,
33 whether individually or in connection with one or more other persons or as
34 principal, agent, or accessory, is guilty of such offense or liable for such offense,
35 and every person who falsely, fraudulently, forcibly, or willfully induces, causes,
36 coerces, requires, permits, or directs another to violate any provision of this Code
37 is likewise guilty of such offense of liable for such offense.
38

39 **1704. Offenses By Persons Controlling Vehicles.** It is unlawful for the owner
40 of any other person employing or otherwise directing the driver of any vehicle to
41 require or knowingly permit the operation of such vehicle upon a highway in any
42 manner contrary to law or this Code.
43

44 **1705. Person Arrested To Be Taken Before Proper Court.** (1) Whenever a
45 person is arrested for any misdemeanor traffic offense, the arrested person shall

1 be taken without unnecessary delay before the Municipal Judge in any of the
2 following cases:

3
4 (a) When a person arrested demands an appearance without unnecessary delay
5 before a judge;

6
7 (b) When the person is arrested and charged with an offense under this Code
8 causing or contributing to an accident resulting in injury or death to any person;

9
10 (c) In any other event when the provisions of this Part 17 apply and the person
11 arrested refuses to give his or her written promise to appear in court as provided
12 in Section 1707.

13
14 (2) Whenever any person is arrested by a police officer for any misdemeanor
15 traffic offense and is not required to be taken before the Municipal Judge as
16 provided in subsection (1) of this Section, the arrested person shall, in the
17 discretion of the officer, either be given a written notice or summons to appear in
18 Municipal Court as provided in Section 1707 or be taken without unnecessary
19 delay before the Municipal Judge when the arrested person does not furnish
20 satisfactory evidence of identity or when the officer has reasonable and probable
21 grounds to believe the person will disregard a written promise to appear in court.
22 The Municipal Court shall provide a bail bond schedule and available personnel
23 to accept adequate security for such bail bonds.

24
25 **1706. Juveniles – Convicted – Arrested and Incarcerated – Provisions For**
26 **Confinement.** Pursuant to Section 13-10-113(5), C.R.S., and notwithstanding any
27 other provision of law, a child, as defined in Section 19-1-103(18), C.R.S.,
28 arrested for an alleged misdemeanor traffic offense, convicted of violating a
29 misdemeanor traffic offense, or probation conditions imposed by a municipal
30 court, or found in contempt of court in connection with a violation or alleged
31 violation of a misdemeanor traffic offense, shall not be confined in a jail, lockup,
32 or other place used for the confinement of adult offenders but may be held in a
33 juvenile detention facility operated by or under contract with the Department of
34 Human Services or a temporary holding facility operated by or under contract
35 with the Town that shall receive and provide care for such child. The Municipal
36 Court in imposing penalties for violation of probation conditions imposed by such
37 court or for contempt of court in connection with a violation or alleged violation
38 of a Town ordinance may confine a child pursuant to Section 19-2-508, C.R.S.,
39 for up to forty-eight hours in a juvenile detention facility operated by or under
40 contract with the Department of Human Services. In imposing any jail sentence
41 upon a juvenile for violating any Town ordinance when the Municipal Court has
42 jurisdiction over the juvenile pursuant to Section 19-2-104(1)(a)(II), C.R.S., the
43 Municipal Court does not have the authority to order a child under eighteen years
44 of age to a juvenile detention facility operated or contracted by the Department of
45 Human Services.

1
2 **1707. Summons and complaint or penalty assessment notice for traffic**
3 **offenses - release - registration.** (1) Whenever a person commits a violation of
4 this Code other than a violation for which a penalty assessment notice may be
5 issued in accordance with the provisions of this Code and C.M.C.R., and such
6 person is not required by the provisions of Section 1705 to be arrested and taken
7 without unnecessary delay before a Municipal Judge, the peace officer may issue
8 and serve upon the defendant a summons and complaint which shall contain the
9 name and address of the defendant, the license number of the vehicle involved, if
10 any, the number of the defendant's driver's license, if any, a citation of the statute
11 alleged to have been violated, a brief description of the offense, the date and
12 approximate location thereof, and the date the summons and complaint is served
13 on the defendant; shall direct the defendant to appear in a specified court at a
14 specified time and place; shall be signed by the peace officer; and shall contain a
15 place for the defendant execute a written promise to appear at the time and place
16 specified in the summons portion of the summons and complaint.
17

18 (2) If a peace officer issues and serves a summons and complaint to appear in
19 Municipal Court upon the defendant as described in subsection (1) of this Section,
20 any defect in form in such summons and complaint regarding the name and
21 address of the defendant's driver's license, if any, the date and approximate
22 location thereof, and the date the summons and complaint is served on the
23 defendant may be cured by amendment at any time prior to trial or any time
24 before verdict or findings upon an oral motion by the prosecuting attorney after
25 notice to the defendant and an opportunity for a hearing. No such amendment
26 shall be permitted if substantial rights of the defendant are prejudiced. No
27 summons and complaint shall be considered defective so as to be cause for
28 dismissal solely because of a defect in form in such summons and complaint as
29 described in this subsection (2).
30

31 (3)(a) Whenever a penalty assessment notice for a municipal offense is issued
32 pursuant to this Code, the penalty assessment notice which shall be served upon
33 the defendant by the peace officer shall contain the name and address of the
34 defendant, the license number of the vehicle involved, if any, the number of the
35 defendant's driver's license, if any, a citation of the Code Section alleged to have
36 been violated, a brief description of the offense, the date and approximate location
37 thereof, the amount of the penalty prescribed for such offense, the amount of
38 surcharge thereon, if any, the number of points, if any, prescribed for such offense
39 pursuant to Section 42-2-127, C.R.S., and the date the penalty assessment notice
40 is served on the defendant; shall direct the defendant to appear in the Town's
41 Municipal Court at a specified time and place in the event such penalty thereon
42 are not paid; shall be signed by the peace officer; and shall contain a place for
43 such defendant to elect to execute a signed acknowledgement of guilt and an
44 agreement to pay the penalty prescribed thereon within twenty days, as well as
45 such other information as may be required by Town ordinance and C.M.C.R. to
46 constitute such penalty assessment notice to be a summons and complaint, should

1 the prescribed penalty thereon not be paid within the time allowed by ordinance
2 or court order.

3
4 (b) One copy of said penalty assessment notice shall be served upon the
5 defendant by the peace officer and one copy sent to the clerk of the Municipal
6 Court.

7
8 (4)(a) The time specified in the summons portion of said summons and complaint
9 must be at least twenty days after the date such summons and complaint is served,
10 unless the defendant shall demand an earlier court appearance date.

11
12 (b) The time specified in the summons portion of said penalty assessment notice
13 shall be at least thirty days but not more than ninety days after the date such
14 penalty assessment notice is served, unless the defendant shall demand an earlier
15 court appearance date.

16
17 (5) The place specified in the summons portion of said summons and complaint
18 or of the penalty assessment shall be the office of the Municipal Court Clerk, 150
19 Ski Hill Road, in the Town.

20
21 (6) If the defendant is otherwise eligible to be issued a summons and complaint
22 or a penalty assessment notice for a violation of this Code, and if the defendant
23 does not possess a valid Colorado driver's license, the defendant, in order to
24 secure release, as provided in this Section, must either consent to be taken by the
25 officer to the nearest mailbox and to mail the amount of the penalty thereon to the
26 clerk of the Municipal Court or must execute a promise to appear in court on the
27 penalty assessment notice or on the summons and complaint. If the defendant
28 does possess a valid Colorado driver's license, the defendant shall not be required
29 to execute a promise to appear on the penalty assessment notice or on the
30 summons and complaint.

31
32 **1707.5. Traffic Infraction Procedures.** The procedures set forth in Section 1-8-
33 12 of the Breckenridge Town Code shall be followed in connection with the
34 processing of traffic infractions.

35
36 **1708. Burden of Proof – Appeals.** (1) The burden of proof shall be upon the
37 people, and the court shall enter judgment in favor of the defendant unless the
38 people prove the liability of defendant beyond a reasonable doubt.

39 (2) Appeals from the Town's Municipal Court shall be in accordance with Rule
40 37 of the Colorado Rules of Criminal Procedure.

41
42 **1709. Penalty Assessment Notice For Traffic Offenses – Violations of**
43 **Provisions By Officer – Driver's License.** (1) Whenever a penalty assessment
44 notice for a traffic offense is issued pursuant to this Code, the penalty assessment
45 notice which shall be served upon the defendant by the peace officer shall contain
46 the name and address of the defendant, the license number of the vehicle

1 involved, if any, the number of the defendant's driver's license, if any, a citation
2 of the portion of this Code alleged to have been violated, a brief description of the
3 traffic offense, the date and approximate location thereof, the amount of the
4 penalty prescribed for such traffic infraction, the amount of the surcharge thereon
5 pursuant to Section 24-4.2-109, C.R.S., the number of points, if any, prescribed
6 for such traffic infraction pursuant to Section 42-2-127, C.R.S., and the date the
7 penalty assessment notice is served upon the defendant; shall direct the defendant
8 to appear in the Municipal Court at a specified time and place in the event such
9 penalty and surcharge thereon is not paid; shall be signed by the peace officer;
10 and shall contain a place for the defendant to elect to execute a signed
11 acknowledgment of liability and an agreement to pay the penalty prescribed and
12 surcharge thereon within twenty days, as well as such other information as may be
13 required by law to constitute such penalty assessment notice to be a summons and
14 complaint, should the prescribed penalty and surcharge thereon not be paid within
15 the time allowed or set by ordinance or court order.

16 (2) One copy of said penalty assessment notice shall be served upon the defendant
17 by the peace officer and one copy sent to the supervisor of the Motor Vehicle
18 Division and such other copies sent as may be required by rule or regulation of
19 the Motor Vehicle Division to govern the internal administration of the state
20 traffic laws between the Motor Vehicle Division and the Colorado State Patrol.

21 (3) The time period specified in the summons portion of said penalty assessment
22 notice must be at least thirty days but not more than ninety days after the date
23 such penalty assessment notice is served, unless the defendant shall demand as
24 earlier hearing.

25 (4) The place specified in the summons portion of said penalty assessment notice
26 shall be the Municipal Court.

27 (5) Whenever the defendant refuses to accept service of the penalty assessment
28 notice, tender of such notice by the peace officer to the defendant shall constitute
29 service thereof upon the defendant.

30
31 **1710. Failure to pay penalty - procedures.** (1) Unless a person who has been
32 cited for a misdemeanor traffic offense or traffic infraction pays the penalty
33 assessment as provided in this Code and the surcharge thereon, if any, such
34 person shall appear at a hearing on the date and time specified in the citation and
35 answer the complaint against such person. It is unlawful and a separate
36 misdemeanor traffic offense for any person violate his or her written promise to
37 appear given to a police officer upon arrest or issuance of a summons or penalty
38 assessment notice for any violation of this Code.

39
40 (2) If the defendant answers that he or she is guilty or if the defendant fails to
41 appear for the hearing, judgment shall be entered against the defendant.

42
43 (3) If the defendant denies the allegations in the complaint, a final hearing on the
44 complaint shall be held subject to the applicable provisions of the Colorado
45 Municipal Court Rules of Procedure regarding a speedy trial. If the defendant is

1 found guilty or liable at such final hearing or if the defendant fails to appear for a
2 final hearing, judgment shall be entered against the defendant.

3
4 (4) If judgment is entered against a defendant, the defendant shall be assessed an
5 appropriate penalty and surcharge thereon. If the defendant had been cited by a
6 penalty assessment notice, the penalty shall be assessed pursuant to Section 1701.
7 If a penalty assessment notice is prohibited by Section 1705(1), the penalty shall
8 be assessed pursuant to Section 1701.

9
10 **1711. Compliance With Promise To Appear.** A written promise to appear in
11 court may be complied with by an appearance by counsel.

12
13 **1712. Procedure Prescribed Not Exclusive.** The foregoing provisions of this
14 Code shall govern all police officers in making arrests without a warrant for
15 misdemeanor traffic offenses or issuing citations or penalty assessment notices for
16 misdemeanor traffic offense violations of this Code, for misdemeanor traffic
17 offenses or traffic infractions committed in their presence, but the procedures
18 prescribed in this Code shall not otherwise be exclusive of any other method
19 prescribed by law for the arrest or prosecution of a person for an offense or
20 infraction of like grade.

21
22 **1713. Conviction Record Inadmissible In Civil Action.** Except as provided in
23 Section 42-2-201 to 42-2-208, C.R.S., no record of the conviction of any person
24 for any violation of this Code shall be admissible as evidence in any court in any
25 civil action.

26
27 **1714. Traffic Violation Not to Affect Credibility of Witness.** The conviction of
28 a person upon a charge of violating any provision of this Code or other traffic
29 regulation less than a felony shall not affect or impair the credibility of such
30 person as a witness in any civil or criminal proceeding.

31
32 **1715. Convictions, Judgment, and Charges Recorded – Public Records.** (1)
33 The Municipal Judge and the clerk of the Municipal Court shall keep a full record
34 of every case in which a person is charged with any violation of this Code or any
35 other law regulating the operation of vehicles on highways.

36 (2) Within ten days after the entry of a judgment, conviction, or forfeiture of bail
37 of a person upon a charge of violating any provision of this Code or other law
38 regulating the operation of vehicles on highways, the Municipal Judge or the clerk
39 of the Municipal Court shall prepare and immediately forward to the Motor
40 Vehicle Division of the Department of Revenue an abstract of the record of said
41 court covering every case in which said person had a judgment entered against
42 him or her, was so convicted, or forfeited bail, which abstract must be certified by
43 the person so required to prepare the same to be true and correct.

44 (3) Said abstract must be made upon a form furnished by the Department of
45 Revenue and shall include the name, address, and driver's license number of the
46 party charged, the registration number of the vehicle involved, the nature of the

1 offense, the date of hearing, the plea, the judgment or whether bail forfeited, and
2 the amount of the fine or forfeiture as the case may be.
3

4 **1716. Notice to appear or pay fine - failure to appear - penalty.** (1) For the
5 purposes of this Part 17, tender by a police officer of the summons and complaint
6 or penalty assessment notice to a defendant charged with a traffic infraction who
7 refuses to accept the same shall constitute notice to the defendant to appear in
8 Municipal Court at the time specified on such summons or to pay the required
9 fine and surcharge thereon. If a defendant refuses to accept a penalty
10 assessment notice for a designated misdemeanor traffic offense, the police officer
11 may issue and serve the defendant a summons and complaint or may arrest the
12 defendant.

13 (2) It shall be unlawful and a misdemeanor offense for a person to violate his or
14 her written promise to appear in court given to an officer upon arrest or issuance
15 of a summons or penalty assessment notice for any violation of this Code.
16

17 **1717. Conviction – Attendance at Driver Improvement School.** Whenever a
18 person has been convicted of violating any provision of this Code or other law
19 regulating the operation of vehicles on highways, the court, in addition to the
20 penalty provided for the violation or as a condition of either the probation or the
21 suspension of all or any portion of any fine or sentence of imprisonment for a
22 violation other than a traffic infraction, may require the defendant, at his own
23 expense, if any, to attend and satisfactorily complete a course of instruction at any
24 designated driver improvement school providing instruction in the traffic laws of
25 this state, instruction in recognition of hazardous traffic situations, and instruction
26 in traffic accident prevention. Unless otherwise provided by law, such school
27 shall be approved by the court.
28

29 **1718. Notice on Illegally Parked Vehicle.** Whenever any motor vehicle without
30 driver is found parked or stopped in violation of any of the restrictions imposed
31 by this Code, the officer finding such vehicle shall take its registration number
32 and may take any other information displayed on the vehicle which may identify
33 its user, and shall conspicuously affix to such vehicle a penalty assessment notice
34 directing the driver thereof to respond to and answer the charge against him at a
35 place and at a time specified in said notice.
36

37 **1719. Failure to Comply With Notice on Parked Vehicle.** If the driver or
38 owner of an unattended motor vehicle charged with an apparent violation of the
39 restrictions on stopping, standing or parking under this Code does not respond
40 within the time specified to a penalty assessment notice affixed to such vehicle, as
41 provided in Section 1718, by appearance and payment at the office of the
42 Municipal Court Clerk, or by mailing payment by means of the United States
43 Mail, or by other disposition of the charge as provided by law, the Town shall
44 send another notice by mail to the registered owner of the vehicle to which the
45 original notice was affixed, warning such owner that in the event such notice is
46 disregarded for a period of twenty (20) days from the date of mailing, a complaint

1 will be filed. If the applicable penalty or fine is not paid within such twenty day
2 period, a summons and complaint shall be filed with the Municipal Court and
3 served upon the registered owner of the vehicle directing such owner to appear at
4 a time and place specified as in the case of other municipal offenses. It is unlawful
5 and a separate misdemeanor traffic offense for a person to fail to respond to a
6 summons and complaint served pursuant to this Section.
7

8 **1720. Presumption in Reference to Illegal Parking.** In a prosecution charging
9 a violation of any provision of this Code pertaining to the stopping, standing or
10 parking of a vehicle, proof that the particular vehicle described in the complaint
11 was parked in violation of any such regulation, together with proof that the
12 defendant named in the complaint was at the time of such parking the registered
13 owner of such vehicle, shall constitute in evidence a prima facie presumption that
14 the registered owner of such vehicle was the person who parked or place such
15 vehicle at the point where, and for the time during which, such violation occurred.
16

17 W. Any reference in the adopted code to “Codes 1 to 4” of Title 42, C.R.S., or
18 “Codes 1 to 4 of this title” means Articles 1 through 4, inclusive, of Title 42, C.R.S., or
19 any counterpart Section of this Code.
20

21 X. The following definitions set forth in Appendix I (Definitions) of the adopted
22 code are amended so as to read in its entirety as follows:
23

24 (8) "Bicycle" means a vehicle propelled by human power applied to pedals upon
25 which a person may ride having two tandem wheels or two parallel wheels and
26 one forward wheel, all of which are more than fourteen inches in diameter.
27

28 (56) "Motorcycle" means a motor vehicle that uses handlebars to steer and that is
29 designed to travel on not more than three wheels in contact with the ground,
30 except that term does not include a "farm tractor" or a low-power scooter.
31

32 (59) "Motor vehicle" means any self-propelled vehicle that is designed primarily
33 for travel on the public highways and that is generally and commonly used to
34 transport persons and property over the public highways or a low-speed electric
35 vehicle. The term does not low-power scooters, wheelchairs as defined by
36 Subsection (122) of this Section, or vehicles moved solely by human power. For
37 the purposes of the offense described in Section 1401 for farm tractors and off-
38 highway vehicles, as defined in Section 33-14.5-101 (3), C.R.S., operated on
39 streets and highways, "motor vehicle" includes a farm tractor or an off-highway
40 vehicle that is not otherwise classified as a motor vehicle.
41

42 (71) “Person” means every natural person, firm, copartnership, limited liability
43 entity, association, or corporation.
44

45 (111) (a) "Toy vehicle" means any vehicle that has wheels and is not designed for
46 use on highways or for off-road use.

1
2 (b) "Toy vehicle" includes, but is not limited to, gas-powered or electric-powered
3 vehicles commonly known as mini bikes, "pocket" bikes, kamikaze boards,
4 go-peds, and stand-up scooters.

5
6 (c) "Toy Vehicle" does not include off-highway vehicles or snowmobiles.

7
8 (121) "Vehicle" means a device that is capable of moving itself, or of being
9 moved, from place to place upon wheels or endless tracks. "Vehicle" includes,
10 without limitation, a bicycle, electrical assisted bicycle, or EPAMD, but does not
11 include a wheelchair, any off-highway vehicle, snowmobile, farm tractor, or
12 implement of husbandry designed primarily or exclusively for use and used in
13 agricultural operations or any device moved exclusively over stationary rails or
14 tracks or designed to move primarily through the air.

15
16 Y. Appendix I (Definitions) of the adopted code is amended by the addition of
17 the following additional definitions:

18
19 (8.5) "Block" has the meaning provided in the Town's Subdivision Standards
20 (Chapter 2 of Title 9 of the Breckenridge Town Code).

21
22 (9.5) "C.M.C.R." means the Colorado Municipal Court Rules of Procedure, as
23 amended from time to time.

24
25 (14.5) "Code" or "Town traffic code" means the Model Traffic Code For
26 Colorado, 2010 edition, as adopted and amended by Chapter 1 of Title 7 of the
27 Town Code.

28
29 (28.3) "Electrical Assisted Bicycle" means a vehicle having two tandem wheels or
30 two parallel wheels and one forward wheel, fully operable pedals, an electric
31 motor not exceeding seven hundred and fifty watts of power, and a top motor-
32 powered speed of twenty miles per hour.

33
34 (28.5) "EPAMD" means an electric personal assistive mobility device, which is a
35 self-balancing, nontandem two-wheeled device, designed to transport only one
36 person that is powered solely by an electric propulsion system producing an
37 average power output of no more than seven hundred fifty watts.

38
39 (29.5) "Engine compression brake device" means a device that converts a power-
40 producing diesel engine into a power-absorbing air compressor, resulting in a net
41 energy loss. An engine brake is commonly referred to by brand names such as
42 "Jacobs Brake", "Jake Brake" or "Dynatard Brake."

43
44 (39.5) "Golf Car" means a self-propelled vehicle not designed primarily for
45 operation on roadways and that has:
46

- 1 (a) a design speed of less than twenty miles per hour;
2
3 (b) at least three wheels in contact with the ground;
4
5 (c) an empty weight of not more than one thousand three hundred pounds; and
6
7 (d) a carrying capacity of not more than four persons.
8

9 (44.3) "Infraction" or "traffic infraction" means a civil (non-criminal) traffic
10 offense of this Code as described in Section 7-1-6 of the Town Code.
11

12 (44.5) "In-Line Skates" means a shoe with a set of wheels attached in a straight
13 line commonly used for skating over a flat surface.
14

15 (49.3) (a) "Low-Power Scooter" means a self-propelled vehicle designed
16 primarily for use on the roadways with not more than three wheels in contact with
17 the ground, no manual clutch, and either of the following:
18

19 (i) a cylinder capacity not exceeding fifty cubic centimeters if powered by internal
20 combustion; or
21

22 (ii) a wattage not exceeding four thousand four hundred seventy-six if powered by
23 electricity.
24

25 (b) "Low-Power Scooter" shall not include a toy vehicle, bicycle, electrical
26 assisted bicycle, wheelchair, or any device designed to assist mobility impaired
27 people who use pedestrian rights-of-way.
28

29 (49.5) "Low-Speed Electric Vehicle" means a vehicle that:
30

31 (a) is self-propelled utilizing electricity as its primary
32 propulsion method;
33

34 (b) has at least three wheels in contact with the ground;
35

36 (c) does not use handlebars to steer; and
37

38 (d) exhibits the manufacturer's compliance with 49 C.F.R. 565 or displays a
39 seventeen-character vehicle identification number as provided in 49 C.F.R. 565.
40

41 (54.5) "Misdemeanor", "misdemeanor traffic offense" or "criminal traffic
42 offense" means a criminal violation of this Code as described in Section 7-1-6 of
43 the Town Code.
44

45 (54.5) "Municipal Court" means the Municipal Court of the Town of
46 Breckenridge, Colorado.

1
2 (76.5) “Private property” means any property under the ownership, control or
3 management of any person other than a governmental agency.
4

5 (78.5) “Public property” means any property under the ownership, control or
6 management of a governmental agency. Public property includes, but is not
7 limited to, streets, alleys, public rights-of-way, public easements (including, but
8 not limited to, utility and snowstacking or snow removal easements), public parks
9 and publicly owned or operated parking areas.
10

11 (85.5) “Residential Block” means a block of any street within the Town which is
12 mainly occupied by buildings or structures devoted to a residential use as defined
13 in the Town’s Development Code (Chapter 1 of Title 8 of the Breckenridge Town
14 Code).
15

16 (94.5) “Skateboard” means a short board mounted on small wheels which is used
17 for coasting and often for performing athletic stunts.
18

19 (96.5) “Special event” has the meaning provided in the Town’s Development
20 Code (Chapter 1 of Title 8 of the Breckenridge Town Code), if any.
21

22 (110.3) “Town” means the Town of Breckenridge, Colorado.
23

24 (110.5) “Town Authorities” means the Police Chief of the Town of Breckenridge,
25 or his or her designee, or the Director of Public Works, or his or her designee.
26

27 (110.7) “Town Code” means the Town Code of the Town of Breckenridge,
28 Colorado.
29

30 **7-1-3: Deletions:** The following provisions of the 2010 edition of the Model Traffic
31 Code For Colorado Municipalities are declared to be inapplicable to this municipality and are
32 therefore expressly deleted:
33

- 34 1. Section 505.
- 35
- 36 2. Section 613.
- 37
- 38 3. Section 1210.
- 39
- 40 4. Part 18 (Vehicles Abandoned on Public Property)
- 41

42 **7-1-4: Application:** This Chapter, and the Code adopted by reference herein, shall
43 apply to every street, alley, sidewalk area, driveway, park, and to every other public way or
44 public place or public parking area, either within or outside the corporate limits of this
45 municipality, the use of which this municipality has jurisdiction and authority to regulate. The
46 provisions of Sections 1401, 1402, and 1413 of the adopted Model Traffic Code For Colorado,

1 2010 edition, respectively concerning reckless driving, careless driving, and eluding a police
2 officer, shall apply not only to public places and ways but also throughout this municipality. The
3 provisions of Section 1208, dealing with parking privileges for persons with disabilities, and
4 Section 1211, dealing with limitations on backing, shall apply to both public and private property
5 as provided therein. The provisions of Section 1212, dealing with parking on private property,
6 shall apply only to private property throughout the Town as provided therein.

7
8 **7-1-5: Copy of Code on File:** At least one (1) copy of the Model Traffic Code For
9 Colorado, 2010 edition, adopted herein is now filed in the office of the Town Clerk, and may be
10 inspected by any interested person between the hours of 8 a.m. and 5 p.m., Monday through
11 Friday, holidays excepted. The Code as finally adopted shall be available for sale to the public
12 through the office of the Town Clerk at a moderate price.

13
14 **7-1-6: Penalties:** The following penalties, herewith set forth in full, shall apply to this
15 Code, and the Model Traffic Code for Colorado, 2010 edition, adopted by reference herein:

16
17 A. It is a misdemeanor traffic offense for any person to violate any provision of
18 this Code that is described as being a misdemeanor traffic offense or violation. It is a
19 misdemeanor offense for any person to violate any provision of this Code that is
20 described as being a misdemeanor offense or violation.

21
22 B. Every person convicted of a misdemeanor traffic offense shall be punished as
23 provided in Chapter 4 of Title 1 of Breckenridge Town Code; provided, however, that any
24 person convicted of violating Section 1212, Parking on Private Property, shall be punished as
25 provided in Section 1212. Under this Code there is no distinction in punishment between a
26 “Class 1 Misdemeanor Traffic Offense” and a “Class 2 Misdemeanor Traffic Offense”, and each
27 misdemeanor violation shall be subject to the penalties provided in Chapter 4 of Title 1 of
28 Breckenridge Town Code, regardless of whether such offense is described as a “Class 1
29 Misdemeanor Traffic Offense”, or a “Class 2 Misdemeanor Traffic Offense” in this Code.

30
31 C. It is a traffic infraction for any person to violate any provision of this Code,
32 other than those misdemeanor offenses and misdemeanor traffic offenses described in
33 Subsection A of this Section.

34
35 D. Any person admitting liability for, found to be in violation of, or against
36 whom a default judgment has been entered for any traffic infraction of this shall be fined
37 in an amount not to exceed five hundred dollars (\$500.00), unless a greater or lesser
38 amount is specified in any specific penalty provision of this Code. Under this Code there
39 is no distinction in punishment between a “Class A Traffic Infraction” and a “Class B
40 Traffic Infraction”, and each infraction shall be punished by a fine as provided in the first
41 sentence of this Subsection. The Municipal Judge shall establish a schedule of fines for
42 each traffic infraction. No defendant found to be have committed a violation of any
43 traffic infraction shall be subject to imprisonment.

44
45 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
46 various secondary codes adopted by reference therein, shall continue in full force and effect.

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 27 (Eliminating Distance Requirement For Junior College
Liquor License)

DATE: August 16, 2010 (for August 24th meeting)

The second reading of the ordinance eliminating the 500 foot distance limitation for a hotel and restaurant liquor license issued for a junior college campus is scheduled for your meeting on August 24th. 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 – AUG. 24*

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

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

7
8 COUNCIL BILL NO. 27

9
10 Series 2010

11
12 AN ORDINANCE AMENDING CHAPTER 2 OF TITLE 5 OF THE BRECKENRIDGE
13 TOWN CODE BY ELIMINATING THE DISTANCE RESTRICTIONS FOR HOTEL &
14 RESTAURANT LIQUOR LICENSES ISSUED FOR THE CAMPUS OF A JUNIOR
15 COLLEGE DISTRICT LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF
16 BRECKENRIDGE

17
18 WHEREAS, Section 12-47-313(1)(d)(I), C.R.S., which is part of the Colorado Liquor
19 Code, provides, among other restrictions, that no application for a local liquor license shall be
20 received or acted upon by a local liquor licensing authority if the building in which the malt,
21 vinous, or spirituous liquor is to be sold is located within five hundred feet of the principal
22 campus of any college or university; and

23
24 WHEREAS, Section 12-47-313(1)(d)(III), C.R.S., provides as follows:

25
26 The . . . governing body of any . . . municipality, by ordinance, may eliminate or
27 reduce the distance restriction imposed by [Section 12-47-313(1)(d)(I), C.R.S.,]
28 for any class of license, or may eliminate one or more types of schools or
29 campuses from the application of any distance restriction established by or
30 pursuant to this paragraph (d).

31
32 ; and

33
34 WHEREAS, the Town Council finds and determines that the distance limitation imposed
35 by Section 12-47-313(1)(d)(I), C.R.S., should be eliminated with respect to hotel and restaurant
36 licenses issued for the campus of any junior college district organized pursuant to Article 71 of
37 Title 23, C.R.S., that is located within the Town.

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

41
42 Section 1. Chapter 5 of Title 2 of the Breckenridge Town Code is amended by the
43 addition of a new Section 2-5-6-1, to be entitled “Elimination of Distance Requirement For
44 Junior College Districts”, which shall read in its entirety as follows:

1 2-5-6-1: ELIMINATION OF DISTANCE REQUIREMENT FOR JUNIOR
2 COLLEGE DISTRICTS: The distance limitation imposed by Section 12-47-
3 313(1)(d)(I), C.R.S., shall not apply within the Town to a hotel and restaurant
4 license issued for premises that are part of the campus of any junior college
5 district organized pursuant to Colorado law. Except as specifically altered by this
6 section, the distance limitations imposed by Section 12-47-313(1)(d)(I), C.R.S.,
7 shall continue in full force and effect.
8

9 Section 2. Except as specifically amended hereby, the Breckenridge Town Code,
10 and the various secondary codes adopted by reference therein, shall continue in full force
11 and effect.

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

16 Section 4. The Town Council hereby finds, determines and declares that it has the
17 power to adopt this ordinance pursuant to the provisions of Section 12-47-313(1)(d)(III),
18 C.R.S., and the powers possessed by home rule municipalities in Colorado.

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

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

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

30
31
32 By _____
33 John G. Warner, Mayor
34

35 ATTEST:

36
37
38
39 _____
40 Mary Jean Loufek, CMC,
41 Town Clerk
42
43

44 100-17\ Distance Requirement Ordinance (08-16-10)(Second Reading)

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 28 (Ordinance Regarding Publication of Town Ordinances on Web Site)

DATE: August 16, 2010 (for August 24th meeting)

The second reading of the ordinance concerning publication of Town ordinances and other documents on the Town's web site is scheduled for your meeting on August 24th. 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/FIRST READING – AUG. 24***

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

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

7
8 COUNCIL BILL NO. 28

9
10 Series 2010

11
12 AN ORDINANCE ADOPTING CHAPTER 21 OF TITLE 1 OF THE BRECKENRIDGE
13 TOWN CODE CONCERNING THE PUBLICATION OF TOWN ORDINANCES, NOTICES,
14 AND OTHER DOCUMENTS

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

18
19 Section 1. The Breckenridge Town Code is amended by the addition of a new Chapter
20 21 of Title 1, entitled “Publication”, which shall read in its entirety as follows:

21 CHAPTER 21

22
23 PUBLICATION

24
25 Section:

26
27 1-21-1: Purpose

28 1-21-2: Publication Requirements

29 1-21-3: Rules and Regulations

30
31 1-21-1: PURPOSE: This Chapter is adopted to define the requirements for the publication
32 of Town ordinances, notices, and other documents as required by the definition of
33 “publication” in Section 15.12 of the Breckenridge Town Charter.

34
35 1-21-2: PUBLICATION REQUIREMENTS.

36
37 A. Unless a different manner of publication is required by state or federal law, the
38 “publication” of a Town ordinance, notice or other Town document required by the
39 Breckenridge Town Charter, or any other applicable ordinance, law, rule, or regulation,
40 shall be made only by posting the ordinance, notice or other document for public viewing
41 on the Town’s official website for a period of five consecutive days. Publication shall have
42 been completed on the last day of such posting. When publication is completed as required
43 by this section, the Town Clerk may certify the publication of the ordinance, notice or

1 other document in any court, and the Town Clerk's certificate of publication shall be
2 conclusive evidence of the required publication of the Town ordinance, notice or other
3 Town document for all purposes.

4
5 B. If a different manner of publication is required by state or federal law,
6 including, but not limited to, publication of an ordinance or other Town document in a
7 newspaper, publication of such ordinance or document shall be done in compliance with
8 the applicable state or federal law. In such circumstance, the ordinance or document may
9 also be posted on the Town's official website, but compliance with the manner of
10 publication required by state or federal law shall be deemed to be compliance with the
11 publication required by the Town Charter.

12
13 1-21-3: RULES AND REGULATIONS: The Town Clerk has the authority from
14 time to time to adopt, amend, alter and repeal administrative rules and regulations
15 necessary for the proper administration of this Chapter. Such regulations shall be adopted
16 in accordance with the procedures established by Title 1, Chapter 18 of this Code.

17
18 Section 2. Section 8 of Ordinance No. 8, Series 2010 is repealed.

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

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

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

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

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

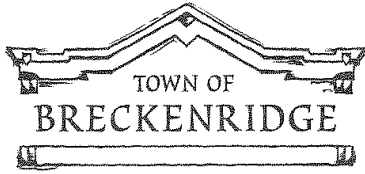
35
36 TOWN OF BRECKENRIDGE, a Colorado
37 municipal corporation

38
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40
41 By _____
42 John G. Warner, Mayor
43

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ATTEST:

Mary Jean Loufek, CMC,
Town Clerk



MEMORANDUM

TO: Town Council

FROM: Julia Puester, AICP

DATE: August 12th for meeting of August 24, 2010

SUBJECT: First Reading- Exterior Lighting Policy Modification (Decorative Lighting)

Staff had been directed by the Town Council to look at amending the Exterior Lighting Policy (Chapter 12 of the Development Code) to allow for lighting along walkways to storefronts and between buildings to allow for more vitality in the commercial core. Staff took the issue to the Planning Commission worksessions on February 16th, March 16th and May 5th.

At the July 6th Town Council meeting, Council directed staff (with a vote of 4-3) to draft a code which includes the following modifications to Section 9-12-7 *Exterior Lighting*:

- Included a definition decorative lighting. (Definition would incorporate what is currently classified as “holiday lighting” and “bistro lighting” into decorative lighting.)
- No seasonal or time restrictions for decorative lighting on commercial and residential structures within LZ-1. (Residential structures in LZ-2 and all residential and commercial structures within LZ-3 have the current restriction of display between Nov. 1 and Feb.1 of the same year).
- Decorative lighting shall consist of LED bulbs.
- A compliance date of two years with regard to the utilization of LED bulbs.

A copy of the proposed ordinance is attached. Staff will be available at the meeting on August 24th to answer and questions or concerns.

1 *DRAFT August 11, 2010 DRAFT*

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

5
6 COUNCIL BILL NO. ____

7
8 Series 2010

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

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

15
16 Section 1. Section 9-12-6 of the Breckenridge Town Code is amended by the addition of
17 a new subsection (C), which shall read in its entirety as follows:

18
19 C. All legal nonconforming decorative lighting may continue to be used and
20 maintained after the adoption of the ordinance codified in this chapter, but
21 shall be brought into compliance with the requirements of this chapter upon
22 the first to occur of:

23
24 1. A determination by the director that the legal nonconforming fixture
25 constitutes a public hazard or nuisance; or

26
27 2. [REDACTED], 2012.

28
29 Section 2. The definitions of “Bistro Lights” and “Holiday Lighting” set forth in Section
30 9-12-7 of the Breckenridge Town Code are deleted.

31
32 Section 3. Section 9-12-7 of the Breckenridge Town Code is amended by the addition of
33 a new definition of “Decorative Lighting”, which shall read in its entirety as follows:

34
DECORATIVE LIGHTING:

Outline lighting on a building or structure
that is not permanently affixed; or
decorative string lighting in trees; or
decorative string lighting between
commercial or mixed use buildings or to a
post or structure forming a canopy over a
walkway or outdoor restaurant/bar area.
Decorative lighting shall consist only of
light-emitting diode (LED) bulbs.

1 Section 4. Section 9-12-8(B) of the Breckenridge Town Code is amended so as to read in
2 its entirety as follows:

3
4 ~~B. Holiday Lighting: Temporary winter holiday lighting in LZ-1, is permitted~~
5 ~~between November 1 and the end of the Breckenridge Ski Resort ski season.~~
6 ~~Temporary winter holiday lighting in LZ-2 and LZ-3 is permitted between~~
7 ~~November 1 through February 1.~~

8
9 B. Decorative Lighting: Lighting installed for the purpose of lighting
10 commercial and multi-use buildings, walkways or outdoor restaurant/bar
11 areas for ambiance within LZ-1, LZ-2, and LZ-3. Decorative lighting in
12 residential areas of LZ-2 and residential and commercial areas of LZ-3 is
13 only allowed between November 1 through February 1 of the following year.
14 Decorative lighting shall not blink all at once, flash, or rotate, nor create a
15 hazard or nuisance from glare. Decorative lighting shall be maintained in
16 good working condition at all times.

17
18 Section 5. Subsection (A)(4) of Section 9-12-11 of the Breckenridge Town Code is
19 deleted.

20
21 Section 6. Except as specifically amended hereby, the Breckenridge Town Code, and the
22 various secondary codes adopted by reference therein, shall continue in full force and effect.

23
24 Section 7. The Town Council hereby finds, determines and declares that this ordinance is
25 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
26 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
27 thereof.

28
29 Section 8. The Town Council hereby finds, determines and declares that it has the power
30 to adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act,
31 Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal
32 zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)
33 Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to
34 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers
35 contained in the Breckenridge Town Charter.

36
37 Section 9. This ordinance shall be published and become effective as provided by
38 Section 5.9 of the Breckenridge Town Charter.

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

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

MEMO

TO: Breckenridge Town Council

FROM: Peter Grosshuesch, Director of Community Development

DATE: August 24 Town Council Meeting

RE: Resolutions to Approve Two Agreements with the Colorado Historical Society Regarding Railroad Locomotives

Staff has completed negotiations with the Colorado Historical Society (CHS), pursuant to your direction at the previous Town Council meeting. Attached are separate agreements for the sale of Engine # 111 to CHS, and the loan agreement for us to accept Engine # 9, along with the resolutions authorizing the Town Manager to sign those agreements.

At the end of the previous Council meeting the outstanding issue to be resolved with the sale agreement for # 111 was the payment schedule. That has now been agreed upon and will be as follows:

- \$50,000 paid to the Town upon delivery of #111 to CHS;
- Another \$50,000 to be paid to the Town on July 15, 2011;
- The remaining \$80,000 (or \$50,000 if the hydrostatic test has not been successfully completed by November 1, 2010), to be paid to the Town on July 15, 2012.

Other highlights of the agreement to sell #111 include: CHS will take over responsibility for completing the restoration of the locomotive, CHS will pay for the shipping of #111, and the previous agreement with CHS will be terminated.

The loan agreement for #9 is CHS's standard outgoing loan policy for artifacts, with a number of modifications to accommodate our deal and to customize some provisions for the unique nature of this artifact. Key provisions include: Term – 15 years, we pay for shipping costs from Grand Junction; Locomotive #9 will be shipped to Breckenridge in November, 2010; The shelter must be completed by June 30, 2011 (date selected in consultation with the Heritage Alliance).

The loan agreement for #9 incorrectly references August 20, 2010 and March 31, 2011 respectively on the last two points above. The final version that Tim would sign on the Town's behalf will reflect the accurate dates. I hope to have a revised agreement in hand in time for the meeting next Tuesday.

1 *FOR WORKSESSION/ADOPTION – AUG. 24*

2
3 A RESOLUTION

4
5 SERIES 2010

6
7 A RESOLUTION APPROVING THE SALE OF THE TOWN’S RAILROAD LOCOMOTIVE
8 #111 TO THE STATE HISTORICAL SOCIETY OF COLORADO
9

10 WHEREAS, the Town of Breckenridge owns a historical railroad engine and tender
11 collectively known as “Engine #111”; and
12

13 WHEREAS, the Town has agreed to sell Engine #111 to the State Historical Society of
14 Colorado; and
15

16 WHEREAS, a proposed Intergovernmental Purchase Agreement between the Town and the
17 State Historical Society of Colorado has been prepared, a copy of which is marked Exhibit "A",
18 attached hereto and incorporated herein by reference ("Agreement"); and
19

20 WHEREAS, the Town Council has reviewed the proposed Agreement, and finds and
21 determines that it would be in the best interest of the Town and its residents for the Town to sell
22 Engine #111 to the State Historical Society of Colorado pursuant to the Agreement.
23

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

27 Section 1. The Intergovernmental Purchase Agreement between the Town and the State
28 Historical Society of Colorado (Exhibit "A" hereto) is approved; and the Town Manager is hereby
29 authorized, empowered, and directed to execute such agreement for and on behalf of the Town of
30 Breckenridge.

31 Section 2. The Town Manger is hereby further authorized, empowered and directed to
32 take all necessary and appropriate action to close the sale of the Engine #111 to the State Historical
33 Society of Colorado in accordance with the approved agreement. In connection therewith, the
34 Town Manager shall have full power and authority to do and perform all matters and things
35 necessary to the sale of Engine #111 pursuant to the Agreement, including, but not limited to, the
36 following:

- 37 1. The making, execution and acknowledgement of settlement
38 statements, closing agreements and other usual and customary
39 closing documents;
40
41 2. The execution, acknowledgement and delivery of the bill of sale for
42 Engine #111 to the State Historical Society of Colorado; and
43

1 3. The performance of all other things necessary to the sale of Engine
2 #111 the State Historical Society of Colorado in accordance with the
3 approved agreement.
4

5 Section 3. This resolution shall become effective upon its adoption.

6 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2010.
7

8 TOWN OF BRECKENRIDGE
9

10
11
12 By _____
13 John G. Warner, Mayor
14

15 ATTEST:
16
17
18

19 _____
20 Mary Jean Loufek,
21 CMC, Town Clerk
22

23 APPROVED IN FORM
24
25
26

27 _____
28 Town Attorney Date
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STATE OF COLORADO
State Historical Society of Colorado
Intergovernmental Purchase Agreement
with
Town of Breckenridge

1. PARTIES

This Contract (hereinafter called “Contract”) is entered into by and between the TOWN OF BRECKENRIDGE (hereinafter called the “Town” or “Contractor”), and the STATE OF COLORADO acting by and through the State Historical Society of Colorado (hereinafter called the “State” or “Society”) (collectively, the “Parties”). Contractor and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, And Approval

Authority to enter into this Contract exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

C. Purpose

The Town owns a historic railroad engine and tender collectively denominated as “Engine #111” (“Engine #111”). The Society desires to purchase Engine #111 from the Town and the Town desires to sell and convey Engine #111 to the Society, all as more fully set forth hereafter.

D. References

All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

E. Governmental Entities

The Parties agree that the following statements are true, and are a material part of this Contract:

- I. The Society is an educational institution of the state, considered as a division of the department of higher education.
- II. The Town is a home-rule municipal cooperation organized and existing under Article XX of the Colorado Constitution.

4. TERMINATION OF PRIOR AGREEMENT

The Parties entered into that certain agreement dated May 25, 2005 (“the “Original Agreement”). The Parties hereby terminate the Original Agreement in its entirety. The Town acknowledges receipt of the sum of Two Hundred Thousand Dollars (\$200.000) from the Society in partial payment of the

monies due under the Original Agreement. No other amount or payment shall be due and owing by the Society to the Town under the Original Agreement.

5. COMPLETION OF RESORATION WORK

The Parties acknowledge that as of the Effective Date of this Contract, the restoration of Engine #111 by Uhrich Locomotive Works, located in Strasberg, Colorado, is not complete. Society, at its sole cost and expense, shall arrange for the completion of the restoration of Engine #111 including, but not limited to, any work that is necessary to meet Federal Railroad Administration (FRA) requirements and to prepare it for passenger service at the Georgetown Loop Railroad®.

6. HYDROSTATIC TEST

The Parties acknowledge that a hydrostatic test is defined in the Federal Railroad Administration's CFR49 Parts 230.35, 230.36, and 230.37, insuring that the boiler is safe and suitable for operation and substantially free from leaks.

7. DELIVERY OF ENGINE #111

Upon completion of a successful hydrostatic test for the boiler or November 1, 2010 (whichever is sooner) the Society shall make all arrangements to have Engine #111 picked up from Uhrich Locomotive Works and delivered to the Georgetown Loop Railroad®, or such other location as Society may determine, at the Society's sole cost and expense, for the completion of the restoration work. The Town shall provide such authorization and assistance as may be required in order to allow the Society to pick up Engine #111 from Uhrich Locomotive Works.

8. SALE AND PURCHASE OF ENGINE #111

The Town agrees to sell and the Society agrees to purchase Engine #111 for the total purchase price of Two Hundred Thirty Thousand Dollars (\$230,000.00) ("Purchase Price"), which shall be paid as follows:

- A. Fifty Thousand Dollars (\$50,000.00) shall be paid to the Town by the Society upon the Effective Date of this Contract; and
- B. The balance of the Purchase Price shall be paid to the Town by the Society in three installments: Fifty Thousand Dollars (\$50,000.00) upon delivery of Engine #111, Fifty Thousand Dollars (\$50,000.00) on July 15 2011, and the remaining balance of Eighty Thousand Dollars (\$80,000.00) on July 15, 2012. Installment amounts shall be based upon the Society's funds availability.
- C. If a succesful hydrostatic test can not be completed by November 1, 2010 then the third installment (and total purchase price) will be reduced by \$30,000 to offset the costs of completing this portion of the restoration work (for a revised total purchase price of \$200,000).
- D. Observation and determination of succesful hydrostatic test (per Sections 6, 7, and 8) will be made by a mutually agreed upon third party, at the expense of the Society.

9. BILL OF SALE

Upon the Effective Date of this Contract, the Town shall execute, acknowledge, and deliver to the Society a bill of sale with warranty of title conveying to the Society all of the Town's right, title, and interest in Engine #111, free and clear of all liens and encumbrances. The Town shall also provide to the Society all historical documentation, maintenance records, and other logs and records in its

possession pertaining to Engine #111. The Parties shall execute such other and further documentation as may reasonably be required to complete the sale and conveyance of Engine #111 to the Society. The Bill of Sale shall include the following disclaimer:

“SOCIETY ACKNOWLEDGES THAT ENGINE #111 IS CONVEYED AND TRANSFERRED BY TOWN, AND ACCEPTED BY SOCIETY, ‘AS IS’ AND ‘WITH ALL FAULTS.’ TOWN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ENGINE #111. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED. SOCIETY AGREES TO ACCEPT OWNERSHIP OF ENGINE #111 AT ITS OWN RISK. IN NO EVENT SHALL TOWN BE LIABLE TO SOCIETY FOR LOST PROFITS OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.”

10. RISK OF LOSS

Engine #111 shall be held at the sole risk of the Town until legal title of Engine #111 has fully and finally passed and possession of Engine #111 has been taken by the Society.

11. REPRESENTATIONS AND WARRANTIES

Contractor makes the following specific representations and warranties, each of which was relied on by the State in entering into this Contract.

A. Legal Authority – Contractor Signatory

Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the State, Contractor shall provide the State with proof of Contractor’s authority to enter into this Contract within 15 days of receiving such request.

B. Licenses, Permits, Etc.

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the State or other adjustment in Contract Funds. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

12. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act §24-10-101, et seq. and the risk management statutes, CRS §24-30-1501, et seq., as amended.

13. GENERAL PROVISIONS

A. Assignment and Subcontracts

Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or subcontractors approved by Contractor or the State are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided herein, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Contract; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

I. By the Parties

Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by both parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the Policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

II. By Operation of Law

This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

I. Severability

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent.

J. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Contractor fails to perform or comply as required.

K. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Contractor shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Contractor for such taxes.

L. Third Party Beneficiaries

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

M. Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

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14. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Contracts except where noted in italics.

A. 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. 2. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. 3. GOVERNMENTAL IMMUNITY.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. 4. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the State to any contract, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. 5. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. 6. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

G. 7. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such

improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. 9. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. 11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.

[Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Contract and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. 12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has

produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

SPs Effective 1/1/09

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15. SIGNATURE PAGE

Contract Routing Number

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representation to that effect.

<p style="text-align: center;">CONTRACTOR TOWN OF BRECKENRIDGE</p> <p>By: Timothy J. Gagen Title: Town Manager</p> <hr/> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Bill Ritter, Jr. GOVERNOR</p> <p style="text-align: center;">STATE HISTORICAL SOCIETY OF COLORADO</p> <hr/> <p style="text-align: center;">By: EdNichols, Executive Director</p> <p>Date: _____</p>
	<p style="text-align: center;">LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____ Nicholas Stancil - Assistant Attorney General</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER

David J. McDermott, CPA

By: _____

Date: _____



COLORADO HISTORICAL SOCIETY

OUTGOING LOAN AGREEMENT

1560 Broadway, Suite 400, Denver, Colorado 80202

LOAN ID: OL.2010.2

This agreement is between the State Historical Society of Colorado (herein called the Colorado Historical Society or the Society), an agency of the State of Colorado and the borrower whose name appears below (herein called the Borrower), and provides for the loaning to the borrower of the object(s) described on the attached pages, for the purpose of exhibition or study and subject to all the terms and conditions of this agreement, including those set forth on the reverse of this page.

BORROWER: Town of Breckenridge
Town Manager
P.O. Box 168
Breckenridge, CO 80424
Work: 970-453-3160

Loan period: 08/20/2010 to 08/19/2025

Title of Exhibition: Loan of locomotive #9 to the Town of Breckenridge for display

Credit Line (for exhibition label and catalog): From the Collection of the Colorado Historical Society

Restrictions: Please see Attachment A for Terms and Conditions in addition to those listed on the reverse of this page.

Shipping Instructions: All shipping arrangements must be approved by the Society in writing.

SEE LOAN ATTACHMENT FOR LIST OF OBJECTS AND INSURANCE VALUES

INSURANCE: (Subject to the conditions on the reverse side).

Borrower's mark in one of the blanks below signifies selection of the insurance arrangement marked:

____ Borrower will insure loaned object(s) under own Fine Arts policy and forward certificate of insurance, showing the Society as an additional insured, for receipt by the Society prior to shipping date.

____ Borrower will insure loan under Society's Fine Arts policy and will pay pro-rata cost in the amount of \$_____ and the deductible in the amount of \$250.00 if any loss or damage claim is made.

____ Borrower agrees to assume liability for loss or damage in lieu of insurance (option available only when total value of all objects loaned for a specific exhibit is less than \$1,000).

SIGNATURE BELOW SIGNIFIES ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THOSE SET FORTH ON THE REVERSE SIDE.

State Historical Society of Colorado Authorized Signature

Borrower: Authorized Signature

By: _____

By: _____

Melissa Stoltz Bechhoefer
Registrar

Tim Gagen
Title: Town Manager

Date: _____

Date: _____

Please sign and date both copies. Keep one copy for your records.

Items Received By: _____

Date: _____

Items Returned By: _____

Date: _____

Items Received By CHS: _____

Date: _____

COLORADO HISTORICAL SOCIETY

8/12/2010

1560 Broadway, Suite 400, Denver, Colorado 80202

Outgoing Loan Agreement Attachment

Loan Number: OL.2010.2

BORROWER:

LOAN PERIOD:

08/20/2010 to 08/19/2025

Town of Breckenridge
Town Manager
P.O. Box 168
Breckenridge, CO 80424
Work: 970-453-3160

Object ID	Synopsis	Current Value
87.22.1.1	Steam Locomotive - Cooke Locomotive and Machine Works Patterson, New Jersey -	\$1,500,000.00
Total Insurance Value:		\$1,500,000.00

Terms and Conditions for Outgoing Loans

1. Loans of objects by the Society are made only for the purposes of study, exhibition, analysis, repair, or appraisal, and are made only to other historical agencies or educational and research institutions, and not to individuals or commercial institutions (except for the purpose of repair, analysis, or appraisal). Loan of an object is made only if the Society considers the object to be in stable condition and appropriate for the purpose of loan by the Society (except when loaned for repair). In general, loans are not made of extremely fragile materials, frequently used objects, or objects that will be used in forthcoming society exhibits.
2. Requests for loans must be made at least two months prior to the shipping date in order to allow time for photography, packing, and other arrangements.
3. No foreign loans will be approved unless the Society has previously received, in writing, all packing, shipping, insurance, destination, and customs information. In the case of foreign loans, the borrower must also provide the name of the person who will be in charge of coordinating the foreign loan on the borrower's behalf, and who will handle all communications concerning the loan.
4. This agreement does not confer on the borrower any right, title, or interest in the objects described herein except such rights as are expressly set forth herein. Such objects remain the sole and exclusive property of the Society, and the borrower agrees to return such objects immediately upon demand by the Society, or within such period as the Society may direct.
5. Borrower agrees to maintain the objects described herein in the condition in which they are received and not to permit cleaning, repairing, retouching, or alteration of any kind without the Society's prior written consent. Borrower agrees to comply with any additional reasonable conditions specified by the Society.
6. All loaned objects must be covered by insurance in the full amount of the value specified by the Society, from the time the objects are removed from the Society until they are returned in satisfactory condition. Coverage afforded must be "all risk," "wall to wall" (nail to nail), subject only to such standard exclusions as are contained in the Society's policy currently in effect, a copy of which exclusions is available from the Society on request of the borrower. If the borrower selects option number one below, then the borrower agrees to provide insurance coverage which meets the requirements set forth immediately above. By marking the appropriate blank on the first page of this agreement, the borrower agrees to one of the following options:
 - (1) To insure the loaned objects under the borrower's policy which must meet the specifications set forth above in this paragraph, in which case a certificate of such insurance, indicating that the State Historical Society of Colorado is an additional insured under the policy, must be forwarded to the Society prior to the shipping date; or
 - (2) To insure the loaned objects under the Society's policy, in which case the borrower shall pay the pro-rata cost of such insurance, in the amount set forth on the first page of this agreement; or
 - (3) Only in the case of loans in which the total value of all loaned objects for a specific exhibit does not exceed \$1,000, the borrower, in lieu of insurance, agrees to assume liability for any loss or damages.
7. Immediately upon receipt of the loaned objects by the borrower, the borrower shall review their condition and report to the Society any disagreements with the condition report accompanying each object. The borrower agrees to maintain all loaned objects in the condition in which they are received.
8. The borrower agrees that from the time the loaned objects are received until they are shipped back to the Society, the loaned objects will not leave the custody of the borrower and will be handled only by qualified personnel.
9. The borrower agrees to give loaned objects such care as may be reasonably necessary to protect them against loss, breakage, deterioration, or other damage.
10. No restoration, repair, or cleaning of loaned objects may be performed by the borrower without the Society's prior permission. Requests by borrowers for such authorization must state precisely what will be done to the object.
11. Borrower agrees to maintain loaned objects securely with adequate security systems, or in any other security system which may be required by the Society or its insurer.
12. Images of borrowed objects used for any publication or public purpose must be obtained from the Colorado Historical Society (i.e.: exhibit catalog, advertising, exhibition, etc.). Any fees incurred by the Society for the photographing of an object or the production of an image are the responsibility of the borrower. Questions related to the purchase or use of images may be directed to the Hart Library at: 303.866.4600.
13. The borrower agrees that the duration of this loan shall be as set forth on the first page of this agreement. Loaned objects must be returned to the Society at the end of the loan period unless a written extension of time is granted by the Society prior to the expiration of the loan period. However, the Society reserves the right to require the early return of loaned objects as provided elsewhere in this agreement.
14. The borrower agrees to exhibit loaned objects with labels indicating that they are on loan from the Colorado Historical Society. If requested by the Society, labels will also include the name of the donor of the loaned objects.
15. The borrower agrees to furnish the Society with a copy of any publication or catalogue regarding an exhibit involving objects loaned by the Society.
16. The borrower agrees to comply with any additional reasonable terms or conditions of which the borrower is notified by the Society in writing. The Society may impose such additional terms or conditions in order to assure the preservation and protection of the loaned objects covered by this agreement.
17. In the event of any conflict between this agreement and any agreement of the borrowers, the terms of this agreement shall be controlling.



ATTACHMENT "A"

LOAN ID: OL.2010.2

- 1) This agreement is a 15 year loan of Engine #9 (87.22.1) subject to annual loan paperwork renewal.
- 2) Engine #9 shall be delivered to the Town of Breckenridge's ("Town") Railroad Locomotive Park on August 20, 2010 so that a scheduled "welcoming" event may be held on such date.
- 3) The Town shall place Engine #9 on static, year-round public display at the Town's Railroad Locomotive Park.
- 4) All costs for delivery of Engine #9 and all arrangements to be made for the delivery of Engine #9 shall be the sole liability of the Town.
- 5) Not later than March 31, 2011, the Town shall construct a protective shelter ("Shelter") for Engine #9 at the Town's Railroad Locomotive Park in accordance with the Railroad Locomotive Park design that has been approved by the Society. Any and all costs associated with the construction of the Shelter shall be paid for entirely by the Town.
- 6) Until such time that the Shelter is completed, Engine #9 must be covered and protected in a manner approved by the Society.
- 7) At the Town's Railroad Locomotive Park, the Town shall, in consultation with Society Security:
 - a) install and monitor at least three security cameras;
 - b) provide appropriate lighting for Engine #9; and
 - c) instruct its police department to conduct regular surveillance of the Railroad Locomotive Park.
- 8) The location of the display of Engine #9 may be changed from the Railroad Locomotive Park by mutual agreement of the Parties. Upon such relocation, the provisions of this outgoing loan agreement shall apply to the relocated site where Engine #9 is displayed.
- 9) The Society shall be allowed one (1) opportunity during the term of this outgoing loan agreement to substitute another static display locomotive for Engine #9 (the "Replacement Static Display Locomotive"), at the Society's sole discretion. Upon such substitution the terms of this outgoing loan agreement shall apply to the Replacement Static Display Locomotive and a new loan agreement will be created by the Society. In selecting the Replacement Static Display Locomotive the Society shall select a locomotive that is of equal or greater historical significance to the Town and the central Colorado mountain region; and, provided further, the Society's selection of a Replacement Static Display Locomotive shall be subject to the prior approval of the Town, which approval shall not be unreasonably withheld. The Society shall pay all costs incurred in transporting Engine #9 to any new location, as well as all costs incurred to transport the Replacement Static Display Engine to the Town's Railroad Locomotive Park.
- 10) At all times when Engine #9 is in possession of the Town pursuant to this outgoing loan agreement, the Society shall have the right to inspect and view Engine #9 during normal business hours. The Society shall give the Town reasonable advance notice of its desire to inspect and view Engine #9.
- 11) Throughout the term of this outgoing loan agreement, the Town shall maintain Engine #9 in good condition; however, the Town is under no obligation to maintain Engine #9 in an operable condition.



- 12) If Engine #9 is damaged, or is being neglected by the Town, the Society may give notice of default to the Town. Upon receipt of the Society's notice, the Town has the right to cure the default or commence curing the default within thirty (30) calendar days of the receipt of the notice of default. If the Society, at its sole discretion, believes the Town has not cured or demonstrated due diligence to cure the alleged default within the thirty (30) day time limit, the Society may immediately terminate this outgoing loan agreement.
- 13) Upon the termination or expiration of this outgoing loan agreement, the Town shall deliver possession of Engine #9 to the Society in the same condition as existed at the time possession of Engine #9 was initially taken by the Town, normal wear and tear excepted.
- 14) Society shall pay all costs associated with transporting Engine #9 following the termination or expiration of this outgoing loan agreement.
- 15) Town acknowledges that possession of Engine #9 shall be delivered by Society and accepted by Town 'as is' and 'with all faults'. Society makes no warranties, express or implied, with respect to Engine #9. All warranties, express or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, are hereby expressly excluded. Town agrees to accept possession of Engine #9 at its own risk. In no event shall Society be liable to Town for lost profits or any other incidental or consequential damages.
- 16) Commencing at the time Engine #9 begins to load for transportation to the Town's Railroad Locomotive Park, and continuing thereafter while Engine #9 is in the possession of the Town, the Town shall procure and maintain insurance at levels determined by the State:
 - a) comprehensive general liability insurance with limits of liability not less than the limits of liability for municipalities established from time to time by the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "Act"). The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee's acts), blanket contractual, products, completed operations, and "all risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of Engine #9; and
 - b) casualty insurance for the full replacement cost of Engine #9.
 - c) Additional Insureds. The Town's insurance policies related to this outgoing loan agreement shall be endorsed to include the Society and the State of Colorado as additional insureds.
 - d) Every policy required above shall be primary insurance, and any insurance carried by Society or the State of Colorado shall be excess and not contributory insurance to that provided by Town.
 - e) Town shall be solely responsible for any deductible losses under any policy required above.
 - f) Insurance Certificate. A certificate of insurance shall be completed by Town's insurance agent and provided to the Society as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be reviewed and approved by Society prior to commencement of this outgoing loan agreement, and annually upon each renewal or replacement of the required insurance policies. The certificate shall identify this outgoing loan agreement and shall provide that the coverages afforded under



the policies shall not be canceled or terminated until at least thirty (30) days prior written notice has been given to Society. The completed certificate of insurance shall be sent to:

Colorado Historical Society
Registrar's Office
1560 Broadway, Suite 400
Denver, Colorado 80202

- g) Failure on the part of the Town to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this outgoing loan agreement for which Society may immediately terminate this agreement.
- h) Society will review and update the replacement insurance value of Engine #9 annually and include any changes in value on the annual renewal paperwork.

SIGNATURE BELOW SIGNIFIES ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THOSE IN ATTACHMENT "A".

State Historical Society of Colorado Authorized Signature Borrower: Authorized Signature

By: _____ By: _____
Melissa Stoltz Bechhoefer
Registrar

Date: _____ Date: _____

seating would be removed to allow seating for only 16. Also, outdoor seating does not count toward the required parking.)

There is sufficient space for adding parking at the rear of the building, but to do so would require removal of the outdoor seating area and landscaping (which received positive points when first installed). Furthermore, adding two parking spaces at the rear of the building would require the removal of two parking spaces from the French Street right-of-way, resulting in no net increase in parking overall. (In fact, it would result in a loss of two parking spaces available to the general public, but an increase in parking available only to employees and guests of Amazing Grace.) For this reason, the applicant is seeking a variance from the parking requirements. (Staff notes that because the Off Street Parking Regulations specifically state that Town Council may grant a variance, exception or waiver, this parking issue was not part of the change of use application reviewed by the Planning Commission. The approval of a variance from the parking regulations was made a Condition of Approval of the change of use permit.)

9-3-16: *RELIEF PROCEDURES*: (Off-Street Parking Requirement of the Town Code)

A. The Town Council may grant a variance, exception or waiver of condition from any requirement of this Chapter, upon written request by a developer or owner of property subject to this Chapter, following a public hearing, and only upon finding that: 1) a strict application of such requirement would, when regarded as a whole, result in confiscation of the property or 2) that extraordinary hardships or practical difficulties may result from strict compliance with these regulations and/or the purposes of these regulations may be served to a greater extent by an alternative proposal or requirement. No variance, exception or waiver of condition shall have the effect of nullifying the intent and purpose of these regulations. The Town Council shall not approve a variance, exception or waiver of condition unless it makes findings based upon the evidence presented to it in each specific case that:

- 1. The granting of the variance, exception or waiver of condition will not be detrimental to the public health, safety, or welfare or injurious to other property;*
- 2. The conditions upon which the request is based are unique to the property for which the relief is sought and are not applicable generally to other property;*
- 3. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, distinguished from a mere inconvenience, if the strict letter of these regulations is carried out; and*
- 4. The relief sought will not in any manner vary the provisions of the development code, town master plan or other town law, except that those documents may be amended in the manner prescribed by law.*

Historic District Guidelines

Since the property is within the Breckenridge Historic District, it is subject to review under the “Handbook of Design Standards for the Historic and Conservation Districts”. These standards are broken into several policies including site design, materials, architectural style, roofs, etc. For the purposes of this application, only the policies on site design, parking and landscaping apply. Some existing policies that address this parking issue include:

Priority Policy #1: Respect the natural setting of the building site

- *Avoid damage to natural resources on the site, including established trees.*

- *Preserve existing trees in their original locations.*
- *Screen construction sites that will negatively impact scenic views for more than one building season.*

Locating parking at the rear of the building, on the site, would require removal of the established landscaping, including established aspen, spruce and pine trees, as well as other shrubs and flowers. It would also remove any opportunity for outdoor seating.

Policy #9 Screen parking areas from view

- *Visibility of parking areas from the street should be minimized.*
- *Parking areas should be placed to the rear and/or screened with landscaping.*

As stated earlier, there is sufficient space to provide the parking at the rear, as suggested, but it would result in significant damage to the established vegetation on site.

Priority Policy #11 Maintain established native plantings on site.

- *Established trees must be preserved on site.*
- *Protect established vegetation during construction to avoid damage.*
- *Replace damaged, aged or diseased trees.*

The proposed variance would help to preserve the established vegetation on site.

The East Side Residential Character Area for this neighborhood of the Historic District has two policies that directly address parking. These include:

Policy #116: Minimize the visual impact of parking as seen from the street.

- *Avoid locating parking in front yards. Locate parking in rear yards where feasible.*
- *If parking must be sited in the front, use paving designs that will help to retain a yard character and visually separate parking from the street edge.*
- *Avoid placing garage structures in front of primary houses. Attaching garages to the front of buildings is strongly discouraged. Garages that are built as smaller, separate structures are preferred. Where feasible, these should be sited to the side or to the rear of the main building.*

Policy #117: develop parking such that the front edge of the site is retained as yard.

This policy is not directly related to this property, which has no front yard. The property is designed for commercial use, with a zero lot line setback facing Lincoln Avenue.

Each of these policies is designed to encourage development that is compatible with the established character of the historic and conservation districts. They discourage levels of development that negatively impact valued resources such as the established historic settlement pattern and established trees and landscaping. Staff finds that the proposed variance helps to preserve the established and mature vegetation on the site, while maintain the same amount of parking (including more parking available to the public). We do not believe that a variance would establish precedent, and we find that the current parking situation is most beneficial to both the applicant and the public.

Staff Recommendation

The Planning Department recommends approval of this variance for Amazing Grace, 213 Lincoln Avenue, with the attached Findings and Conditions. We find no public purpose or public benefit in requiring a strict compliance with this policy, and we find that strict compliance would result in a demonstrative negative impact to the community, property and reduction in the availability of public parking.

We welcome Council member input on this request. Staff and the Applicant will be available during the evening meeting to answer questions. Following is a suggested motion that the Council may use if they decide to approve this variance request:

“I move to approve the Amazing Grace Parking Variance, to allow for a waiver of the requirement to place two (2) parking spaces on the property in the rear yard, based on the presentation by the staff and the applicant, along with the variance findings and conditions provided in the Town Council packet.”

TOWN OF BRECKENRIDGE

**Amazing Grace Parking Variance
213 Lincoln Avenue
Lot 1, Block 11, Abbetts Addition
PERMIT #2010025**

FINDINGS

1. The proposed project is in accord with the Development Code and does not propose any prohibited use.
2. The project will not have a significant adverse environmental impact or demonstrative negative aesthetic effect.
3. All feasible measures mitigating adverse environmental impacts have been included, and there are no economically feasible alternatives which would have less adverse environmental impact.
4. This approval is based on the staff report dated August 17, 2010 and findings made by the Town Council with respect to the project. Your project was approved based on the proposed design of the project and your acceptance of these terms and conditions imposed.
5. The terms of approval include any representations made by you or your representatives in any writing or plans submitted to the Town of Breckenridge, and at the hearing on the project held on August 24, 2010 as to the nature of the project. In addition to Town Council minutes, the meetings of the Town Council are tape recorded.
6. Section 9-3-16 of the Town's Off-Street Parking Regulations authorizes the Town Council to grant a waiver from the requirements of the Off-Street Parking Regulations, including, without limitation, the requirements of Section 9-3-8(A), under certain conditions. The specific variance authorization provided in Section 9-3-16 of the Off-Street Parking Regulations controls over the general variance authorization provided in Section 9-1-11 of the Development Code.
7. Insofar as is relevant to this Application, Paragraph A of Section 9-3-16 provides as follows:

The Town Council may grant a variance, exception or waiver of condition from any requirement of this Chapter, upon written request by a developer or owner of property subject to this Chapter, following a public hearing, and only upon finding that . . .

(2) . . . extraordinary hardships or practical difficulties may result from the strict compliance with these regulations and/or the purposes of these regulations may be served to a greater extent by an alternative proposal or requirement. No variance, exception or waiver of condition shall have the effect of nullifying the intent and purpose of these regulations. The Town Council shall not approve a variance, exception or waiver of condition unless it makes findings based upon the evidence presented to it in each specific case that:

1. The granting of the variance, exception or waiver of condition will not be detrimental to the public health, safety, or welfare or injurious to other property;
2. The conditions upon which the request is based are unique to the property for which the relief is sought and are not applicable generally to other property;
3. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, distinguished from a mere inconvenience, if the strict letter of these regulations is carried out; and

4. The relief sought will not in any manner vary the provisions of the Development Code, Town Master Plan or other Town law, except that those documents may be amended in the manner prescribed by law.

8. The Applicant has submitted a written request for a variance, exception or wavier from the requirements of Section 9-3-8(A) of the Town's Off-Street Parking Regulations in order to reduce the number of required off-street parking spaces for the development that is subject of the Application by two parking spaces. The Applicant's request was submitted in accordance with Section 9-3-16(A) of the Town's Off-Street Parking Regulations.

9. The Town Council has received and considered the evidence submitted in connection with the Applicant's request, and based upon such evidence makes the following findings:
 - A. Extraordinary hardships or practical difficulties may result from the strict compliance with these regulations and/or the purposes of the Town's Off-Street Parking Regulations may be served to a greater extent by an alternative proposal or requirement.

Reason/Factual Basis for Finding:

The purposes of the Town's Off-Street Parking Regulations are to a) encourage the provision of adequate off-street parking in connection with the development of real property within the Town; b) establish standards and criteria pertaining to required off-street parking in connection with the development of real property within the Town; c) preserve and protect the air quality within the Town; d) minimize the disruptions to traffic flow and pedestrian safety resulting from poorly designed or inadequate amounts of off-street parking; e) provide the developer of commercial property located within a portion of the Town's commercial core the option to satisfy the Town's off-street parking requirement by payment of a parking fee in lieu of providing required off-street parking; f) establish the rules governing the accounting and use of all in lieu fees collected by the Town; and g) generally implement the Town's Master Plan and land use ordinances by requiring that new development provide its fair share of off-street parking facilities.

This project will effectively implement the goals of these Off-Street Parking Standards by: ensuring that the proper amount of parking is provided, including parking available to the general public; have no change to air quality in the town; not change the disruptions to traffic flow or pedestrian safety; and better implement other Town policies concerning preservation of established vegetation and improved site design.

- B. The granting of the variance, exception or wavier as requested by the Applicant will not have the effect of nullifying the intent and purpose of the Town's Off-Street Parking Regulations (Chapter 3 of Title 9 of the Breckenridge Town Code).

Reason/Factual Basis for Finding:

The purposes of the Town's Off Street Parking Regulations will not be nullified since the proposed alternative design better implements a variety of Town policies while still ensuring that adequate parking supply is provided.

- C. The granting of the variance, exception or waiver of condition will not be detrimental to the public health, safety, or welfare or injurious to other property.

Reason/Factual Basis for Finding:

There will be no detriment to the public health, safety or welfare from the proposed variance from parking, since the condition exists today and the existing parking has not been identified as a

concern. There would also be no positive impact to the public health, safety or welfare if the parking were placed on the property as otherwise required.

- D. The conditions upon which the request is based are unique to the property for which the relief is sought and are not applicable generally to other property.

Reason/Factual Basis for Finding:

The design of the site, with outdoor seating in the rear yard (which is fully landscaped with mature vegetation), and the parking in the right-of-way immediately adjacent to the outdoor seating, are unique to this property and are not applicable generally to other property. Due to the layout of this property, providing the parking as otherwise required would effectively reduce the amount of parking available to the generally public in an area of town where the parking demand is high.

- E. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, distinguished from a mere inconvenience, if the strict letter of these regulations is carried out.

Reason/Factual Basis for Finding:

The variance will allow for both parking and outdoor seating to be provided, and will have no negative effect on the amount of parking available. This is due to the unique physical surroundings, where parking is immediately adjacent in the right of way. The only alternate location for parking is in the rear yard, which would have particular hardship on the owner, since all of the outdoor seating (which a substantial part of the identity of the owner and business) and landscaping investment would otherwise need to be removed.

- 6. The relief sought will not in any manner vary the provisions of the Development Code, Town Master Plan or other Town law, except that those documents may be amended in the manner prescribed by law.

Reason/Factual Basis for Finding:

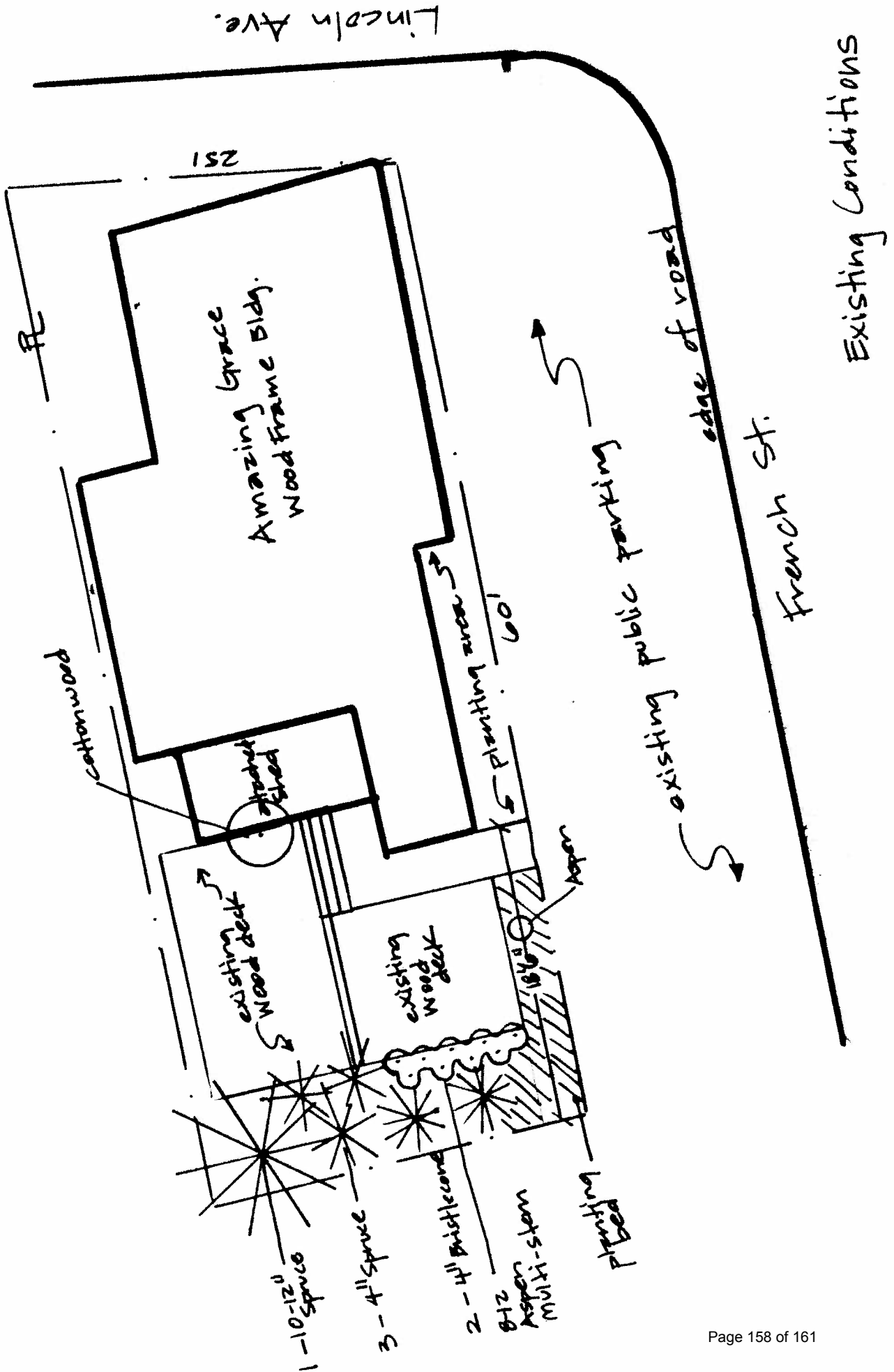
The granting of the waiver requested by the Applicants is expressly authorized by Section 9-3-16 and will not vary the provisions of the Development Code, Town Master Plan or other Town law, except to the extent expressly authorized by Section 9-3-16. Furthermore, other Town policies concerning site design and tree preservation would be better implemented due to granting of this variance request.

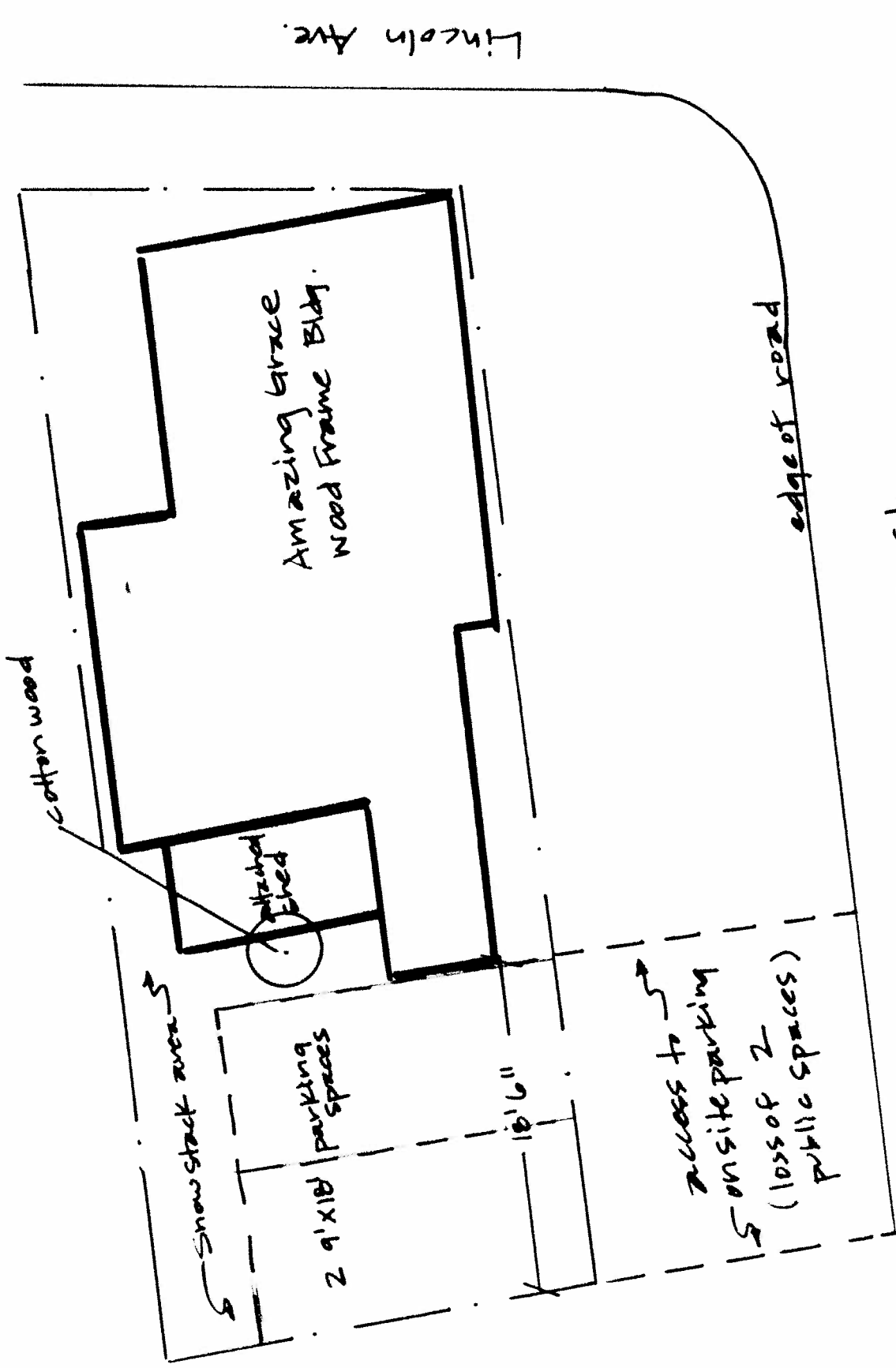
Accordingly, the Applicant's request for a waiver from the requirements of Section 9-3-8(A) of the Town's Off-Street Parking Regulations in order to reduce the off-street parking requirement for the development described in the Application by two (2) parking spaces is GRANTED.

CONDITIONS

1. This permit does not become effective, and the project may not be commenced, unless and until the applicant accepts the preceding findings and following conditions in writing and transmits the acceptance to the Town of Breckenridge.
2. If the terms and conditions of the approval are violated, the Town, in addition to criminal and civil judicial proceedings, may, if appropriate, issue a stop order requiring the cessation of work, revoke this permit, require removal of any improvements made in reliance upon this permit with costs to constitute a lien on the property and/or restoration of the property.

3. The terms and conditions of this permit are in compliance with the statements of the staff and applicant made on the evidentiary forms and policy analysis forms.





French St.

Conditions w/ 2 on site parking spaces



Recreation Department Quarterly Report for April—June 2010 (Council Information Item Only)

Net Promoter Score YTD 2nd Qtr

Recreation Center	77%
Ice Arena	77%
Programs	85%
Nordic Center	85%
Total Recreation Department	81%

Participation Statistics YTD 2nd Qtr

	2009	2010
Recreation Center Visits	93,230	77,291
Rec Center Passes Sold	5,341	4,561
Rec Center Programs	14,222	16,939
Ice Arena Visits	8,669	10,205
Ice Arena Passes Sold	268	254
Ice Arena Programs	7,858	8,103
Nordic Center Trail Use	6,802	6,921
Program Participation	20,516	17,998

QUARTERLY HIGHLIGHTS

Recreation Center: The Recreation Center continues to track low on both participation and revenue. Customers are preferring the short term, lower cost alternatives such as the monthly pass. Marketing initiatives are being implemented to try and combat these declines. This trend may change during the summer months as June general admissions were up 234 visits over 2009. The recreation center continues to be a community hub with almost 1,000 WIFI sessions for May & June alone. Other than pass sales and WIFI sessions, the recreation center created \$43,000 in economic impact for the Town thru a tennis tournament and after-hour facility rental. Looking forward, a lot of behind the scenes work is being done to prepare for the several-week locker room renovation and closure. At this time, the locker room renovation and closure is slated for Sept 7– Oct 17.

Programs: A new leader and new programs highlight the Programming division in the 2nd quarter. Bree Schacht transitioned nicely into her new role as the programs manager. Just some of the more popular program offerings include: Great Egg Scramble, Wilderness First Aid class, Lacrosse, Bunny Hop Mountain Bikers and Summer Baseball Camp. In addition, the Breck Ascent and Trail Running Series continue to be very successful. For the younger group, Family Gym Time has been a huge hit! After-school, and mini-camp closed out for the winter at the close of school. Summer Day Camp began in full force, bringing in kids from all over the County. Finally for die-hard baseball fans, the Summer Baseball Camp was held with over 56 campers enrolled.

Nordic Center: The Nordic Center Closed on April 4th. Look for pre-season sales to begin in September!

Ice Arena: The 2nd quarter at the Ice Arena was filled with hockey leagues, new programs, events and community outreach. Winter Adult Hockey leagues, the Ice Show and the Canadian Syncro Team all occurred in April. The Syncro Team trained in early April at the Ice Arena prior to a major competition in Colorado Springs. The Men's Spring Fling Tournament took place in May with 4 local and 6 in-state teams resulting in an economic impact of \$40,320! Hockey leagues continued into June with success in both the Adult Hockey and Breck Betties leagues. New programs include curling. Two new curling sets were ordered so look for curling leagues to start up soon! Community outreach included hosting wounded warriors and their families at the ice arena, hosting skaters from the Summit Prevention Alliance and hosting 60 Park County High School students for an after-prom skate party.

Marketing Efficacy YTD 2nd Qtr

How do you currently hear about our programs/services?	
Newspaper	23
Radio	6
TV	2
Brochure/Flyer	70
Website	69
Past Participant/Friend/ Co-worker	291
Other	168

MEDIA COVERAGE & PROMOTIONS

Marketing efforts during the 2nd quarter included highlighting summer sports programs, camps and trail running series. The Summit Daily news featured a full-page article about the Canadian Syncro team in April. May was locals appreciation month where free massages, family fun days in the pool and ice arena were offered. During this month a special mid-season fitness schedule was also offered. Online pass sale promotions were successful as was the National Running Day promotion. At the commencement of summer, focus shifted to visitor and summer program offerings. The Summit Daily featured stories during this quarter about tennis tournaments, the triathlon training class, and Summit Trial Series. In addition, RSN featured a piece about the ice resurfacer class that aired on Front Range stations.

Division	2009 2nd Qtr YTD Participation	2009 2nd Qtr YTD Revenue	2009 2nd Qtr YTD Expense	Recovery Rate	2010 2nd Qtr YTD Participation	2010 2nd Qtr YTD Revenue	2010 2nd Qtr YTD Expense	Recovery Rate
Administration			\$ 312,209	0%			\$ 300,652	0%
Programs	20,516	\$ 207,515	\$ 243,212	85%	17,998	\$ 185,903	\$ 234,999	79%
Recreation Center	107,452	\$ 736,662	\$ 845,813	87%	94,230	\$ 705,835	\$ 734,522	96%
Nordic Operations	6,802	\$ 123,612	\$ 185,767	67%	6,921	\$ 170,711	\$ 150,273	114%
Ice Arena	16,527	\$ 299,745	\$ 470,029	64%	18,308	\$ 315,733	\$ 453,750	70%
Recreation Department	151,297	\$ 1,367,534	\$ 2,057,030	66%	137,457	\$ 1,378,182	\$ 1,874,196	74%
Budget Approved Cost Recovery				50%				50%



Scheduled Meetings, Important Dates and Events

Shading indicates Council attendance – others are optional

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them. All Council Meetings are held in the Council Chambers, 150 Ski Hill Road, Breckenridge.

AUGUST 2010

Tuesday, August 24; 3:00/7:30pm Second Meeting of the Month

Tuesday, August 31; 1:30-4:00 Ballot Initiatives Roundtable – Location TBD (Breckenridge)
Hosted by Colorado Government Finance Officers Association—CGFOA

SEPTEMBER 2010

Tuesday, September 14; 3:00/7:30pm First Meeting of the Month

Friday, September 10; 8:00 – 9:00am Coffee Talk – Amazing Grace

Tuesday, September 26; 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