



BRECKENRIDGE TOWN COUNCIL WORK SESSION

Tuesday, December 14, 2010

****2:00 p.m. – Site Visit to Village at Breckenridge - meet at south end of F Lot ****

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

ESTIMATED TIMES: *The times indicated are intended only as a guide. They are at the discretion of the Mayor, depending on the length of the discussion, and are subject to change.*

2:00 - 3:00 p.m.	I.	<u>SITE VISIT – Village at Breckenridge</u> For the purpose of reviewing the Application for an Amendment to the Master Sign Plan, three variances from the Sign Code, and a variance to the Fence Policy	Page
3:00 – 3:15 p.m.	II	<u>PLANNING COMMISSION DECISIONS</u>	2
3:15 – 3:45 p.m.	III	<u>LEGISLATIVE REVIEW*</u> Mill Levy Ordinance Medical Marijuana Dispensaries- Change of Location Landscape Ordinance Town Attorney Agreement Prosecuting Attorney Agreement Complete Streets Resolution Peak 6 Memorandum of Understanding Storms Placer Property Purchase	66 70 74 87 94 99 103 120
3:45 – 4:15 p.m.	IV	<u>MANAGERS REPORT</u> Ski Area Update Public Projects Update Housing/Childcare Update Committee Reports Financials	Verbal Verbal Verbal 11 12
4:15 – 5:00 p.m.	V	<u>PLANNING MATTERS</u> Electric-Assisted Bicycles Economic Indicators	21 24
5:00 – 5:30 p.m.	VI	<u>OTHER</u> Coyote Analysis – Problem Solving	55
5:30 – 6:00 p.m.	VII	<u>EXECUTIVE SESSION</u> Acquisition	
6:10 – 7:15 p.m.	VIII	<u>JOINT MEETING – BOARD OF COUNTY COMMISSIONERS</u> Dinner provided	59
		<i>*ACTION ITEMS THAT APPEAR ON THE EVENING AGENDA</i>	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: December 8, 2010

Re: Town Council Consent Calendar from the Planning Commission Decisions of the December 7, 2010, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF December 7, 2010:

CLASS C APPLICATIONS:

1. Wellington Neighborhood Lot 1A, Block 9 Single Family Home, PC#2010059, 12 Leap Frog Green
Construct new single family home with 2 bedrooms, 1.5 bathrooms, 1,173 sq. ft. of density and 1,173 sq. ft. of mass for a F.A.R. of 1:2.99. Approved.
2. Wellington Neighborhood Lot 1B, Block 9, Single Family Home, PC#2010066, 14 Leap Frog Green
Construct a new single family home with 3 bedrooms, 2 bathrooms, 1,250 sq. ft. of density and 1,250 sq. ft. of mass for a F.A.R. of 1:2.85. Approved.
3. Wellington Neighborhood Lot 2, Block 9, Single Family Home, PC#2010067, 24 Leap Frog Green
Construct a new single family home with 2 bedrooms, 1.5 bathrooms, 1,173 sq. ft. of density and 1,173 sq. ft. of mass for a F.A.R. of 1:2.99. Approved.
4. Bear Claw Court Change of Use, PC#2010065, 217-A South Ridge Street
To change the use of Unit A, Bear Claw Court (1,128 sq. ft.) from commercial use to residential (condominium) use. Approved.
5. Garcia Muriel Residence, PC#2010063, 83 Lomax Drive
Construct a new single family home with 5 bedrooms, 5.5 bathrooms, 4,293 sq. ft. of density and 5,103 sq. ft. of mass for a F.A.R. of 1:5.45. Approved.
6. Dye Residence, PC#2010064, 0625 Reiling Road (SCR 460)
Construct a new single family home with 5 bedrooms, 4.5 bathrooms, 3,304 sq. ft. of density and 3,933 sq. ft. of mass for a F.A.R. of 1:12.62. Approved.
7. Murphy Residence, PC#2010062, 525 Peerless Drive
Construct a new single family home with 5 bedrooms, 5 bathrooms, 4,547 sq. ft. of density and 5,298 sq. ft. of mass for a F.A.R. of 1:4.31. Approved.

CLASS B APPLICATIONS:

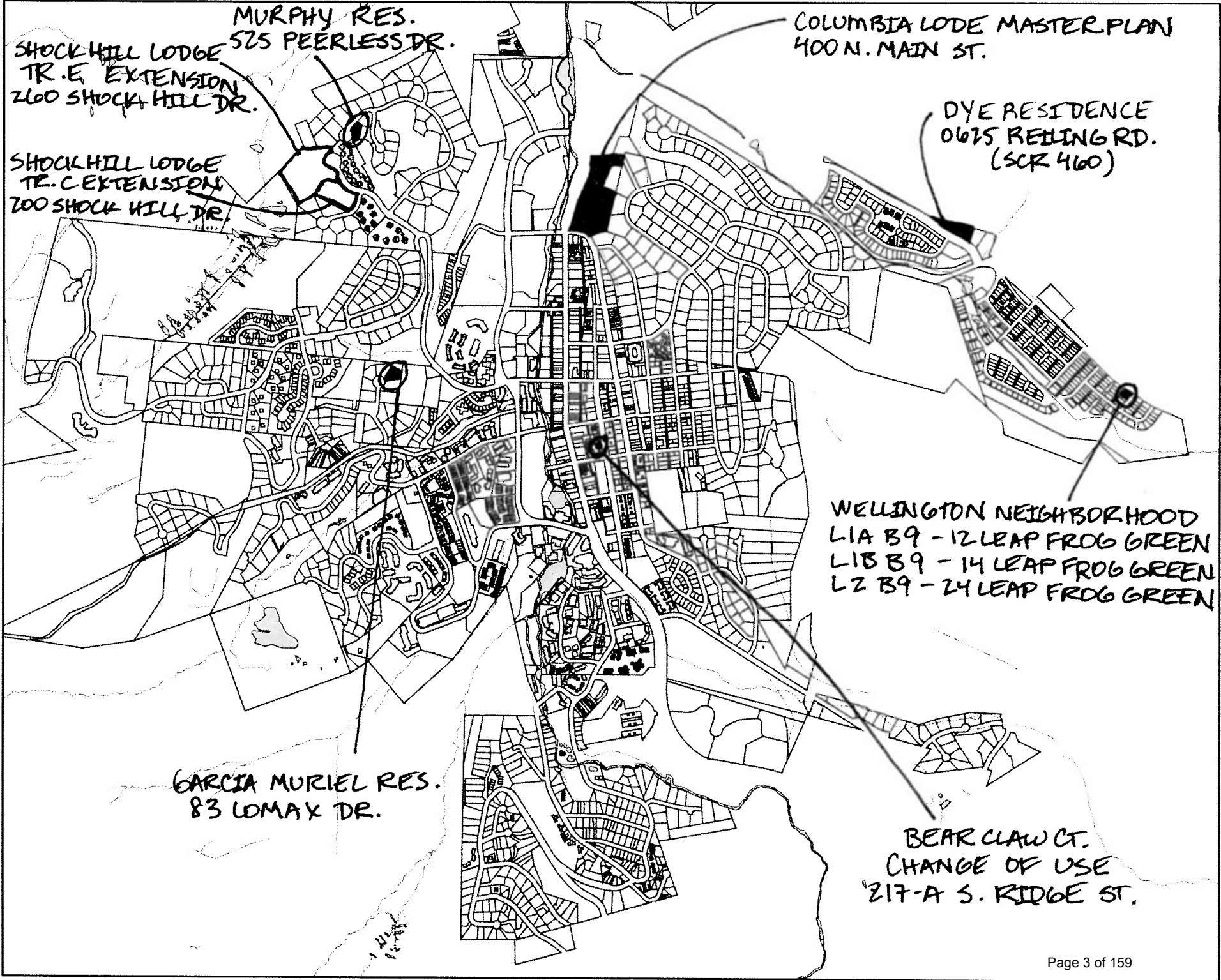
1. Shock Hill Lodge Permit Extension, Tract C, Shock Hill, PC#2010069, 200 Shock Hill Drive
Extension of previously approved Development Permit, PC#2007109, to construct a 52 unit condo-hotel with small support / amenity café and underground parking, by 3 years to expire 12/14/2013. Approved
2. Shock Hill Lodge Permit Extension, Tract E, Shock Hill, PC#2010068, 260 Shock Hill Drive
Extension of previously approved Development Permit, PC#2007108, to construct a 57 unit lodge with commercial spa, small bar, café, outdoor amenities area, and underground parking, by 3 years to expire 12/14/2013. Approved.



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

Breckenridge South

printed 2007



PLANNING COMMISSION MEETING

The meeting was called to order at 7:02 p.m.

ROLL CALL

Dan Schroder Jack Wolfe Trip Butler
Kate Christopher Gretchen Dudney Dave Pringle arrived at 7:10pm
Rodney Allen and Mark Burke were absent. Dan Schroder ran the meeting as the Vice-Chair.

APPROVAL OF MINUTES

With no changes, the November 16, 2010, Planning Commission meeting minutes were approved unanimously (5-0).

APPROVAL OF AGENDA

With no changes, the Agenda for the December 7, 2010 Planning Commission meeting was approved unanimously (6-0).

CONSENT CALENDAR:

1. Wellington Neighborhood Lot 1A, Block 9 Single Family Home (MM) PC#2010059, 12 Leap Frog Green
2. Wellington Neighborhood Lot 1B, Block 9 Single Family Home (MM) PC#2010066, 14 Leap Frog Green
3. Wellington Neighborhood Lot 2, Block 9 Single Family Home (MM) PC#2010067, 24 Leap Frog Green
4. Bear Claw Court Change of Use (MM) PC#2010065, 217-A South Ridge Street
5. Garcia Muriel Residence (MGT) PC#2010063, 83 Lomax Drive
6. Dye Residence (MGT) PC#2010064, 0625 Reiling Road (SCR 460)
7. Murphy Residence (MGT) PC#2010062, 525 Peerless Drive

Ms. Christopher: Have the Wellington houses been sold? (Mr. Mosher: We don't know.) (Mr. Neubecker: They usually don't build until they are close to sales.)

With no requests for call up, the Consent Calendar was approved as presented.

PRELIMINARY HEARINGS:

1. Columbia Lode Master Plan 3rd Preliminary (MMO) PC#2010017, 400 North Main Street.

Ms. Shannon Smith from the Town Engineering Department is here to explain the traffic study and site circulation. Mr. Mosher also introduced Mr. Jon Brownson (Applicant), Mr. Marc Hogan (Architect for the Applicant) and Mr. Stephen West (Attorney for the Applicant).

Mr. Mosher presented a proposal to Master Plan for 24 residential units per an approved Development Agreement made with Town Council. (Prior to the meeting, Mr. Mosher had taken the Commissioners who had not seen the site previously up to the site to bring them up to speed on this application.) 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 existing single family unit of density (the 24th) is located on the west facing slope above the multi-family development site. Master Plan Notes are proposed for the entire development. The original Breckenridge Building Center (BBC) buildings and lumber yard will be demolished. The current site grading will be replaced and averaged back to a more natural grade with future development. After final approval of the Master Plan, each building will be submitted for review under individual Class C applications. The concern for this evening is how this application applies to the related policies in the Development Code. Density allocated to the property has not been changed from the base density for the three Land Use Districts where the property is located.

Changes since the August 17, 2010 Worksession

Addressing concerns expressed from the Commission, Staff and neighbors, the applicants have modified the site plan layout.

1. The location of single-family lot (no longer shown at the north end of the site), has been modified slightly.
2. The Master Plan Notes have been refined.

3. New civil drawings have been included. Sheet MP-3 will establish the grade to which building heights shall be measured.
4. “View Corridors” are delineated on the site plan.
5. A memo from the Town Engineering Department regarding the traffic study and site vehicular circulation is included.
6. The public trail alignment has been modified (with Open Space and Trails Department input) according to the new site design. A portion of the south end of the trail crosses Lot 1, Block 2, Weisshorn Subdivision (220 Briar Rose Lane). The north end of the trail exits onto Gold Flake Terrace through an easement on the south edge of Lot 22, Block 2, Weisshorn Subdivision (305 Royal Tiger Road). Necessary easements and agreements will be processed at Subdivision.

As with any Master Plan, you will not see the literal architecture; just the general location of the density and site circulation. LUD 11 defines a specific historic character which we will see when this area is developed. The Master Plan Notes can supersede the Development Code with a passing point analysis. We are trying to present the fit and use for the general layout of how this development is proposed. As requested by the Commission, the view corridors have also been delineated on the site plan. Unlike past Master Plans, this submittal will include a grading plan depicting the grading that averages the slope of the disturbed hillside. In past meetings, we discussed the grading and heard general support for restoring the hillside as it was originally (prior to the placement of any buildings). We are not sure at this point if the grading will all happen at once or in phases. This will be presented at a future meeting. This affects how building height is measured; within the Code there is a definition about measuring overall building height allowing heavily disturbed areas to measure to an averaged slope. The grading is being placed only in areas that have been previously disturbed on site. So there should not be any adverse impacts with the grading. As the project moves forward we should not be seeing any bare dirt; it will be graded, in-filled, and also re-vegetated and landscaped. The rough plan for the utilities and easements shows where drainage for the Klack will occur and shows sewer stub-outs.

After this hearing, Staff is planning to take the Development Agreement back to Town Council to reflect the changes that are suggested by the Planning Commission. Upon the approval of the modifications to the Development Agreement, Staff will return to the Planning Commission to wrap up the final issues with the Master Plan for Columbia Lode.

1. Was Commission supportive of not awarding negative points under Policy 7/R, Site and Environmental Design, as a result of averaging the slope of the hill in the previously disturbed area?
2. Did the Commission have any comments regarding the Master Plan Notes?
3. Did the Commission have any comments on the vehicular circulation and traffic study?

Discussion:

Ms. Dudney: When did you say the grading would occur? (Mr. Mosher: We are going to be discussing that in the future, we are not sure just at this point. The applicant has proposed a method that staff needs to analyze further. We will have more detail at the next presentation.) Is the idea to do it at the beginning of the three years? (Mr. Mosher: With the Development Agreement, they are proposing have ten years of vesting, instead of the typical three. That is why they will be going to the Town Council to approve the agreement. After approval of the Master Plan, the applicant will seek extended vesting from the Town Council as a Condition of Approval). So the idea is the grading happens at the beginning of each development? (Mr. Mosher: Yes.)

Mr. Pringle: What will be the basis for revisiting the site grading modifications? (Mr. Mosher: Depends on if there are areas shown as being too steep or the road is being graded. We may see this plan modified slightly.) They are not going to come back and re-grade? (Mr. Mosher: Between Council’s meeting and the next Planning Commission presentation, we will have the grading plan in place.)

Ms. Christopher: Is there a sidewalk on French and Main Street? (Mr. Mosher: There is one on French, it will continue north along Main Street to the roundabout.) What about the detention ponds? (Mr. Mosher: I will let Ms. Smith explain.) (Ms. Smith: The detention ponds are just conceptual at this point; they may be open ponds or placed in vaults.) I just have some concerns about open ponds with children playing nearby etc.

Ms. Shannon Smith (Civil Engineer for Town of Breckenridge) presented a brief summary of the traffic study. This is a small development; we don't see a huge impact on French Street compared to Main Street. (Mr. Pringle: With the old BBC, was that usage more intensive?) Yes, greatly more intensive. (Mr. Pringle: French Street access is a downhill on a curve offset with the alley in there now.) We don't think that is a safety risk. Since the drive is placed on the outside of the curve, there are good sight lines for on-coming traffic. (Mr. Pringle: I disagree, I see people sliding down that hill all the time. I think it is going to be a safety hazard with this development. The offset from the alley goes against good planning practices.) We feel a left on French Street is less dangerous than on Main Street due to our traffic counts. The large bank of utilities is directly across from the alley. Engineering Staff was not too concerned about the slight offset. The visual sight-lines are good. (Mr. Pringle: I stand in opposition to your conclusion.) (Mr. Wolfe: Mr. Pringle, I don't quite understand your concerns.) (Mr. Pringle: I think the offset with the alley is dangerous and we are creating a big problem. I see what happens down there all the time.) (Ms. Christopher: I have slipped along this portion of French Street, too.) (Ms. Dudney: When you say 3/4 you mean allowing eastbound off Main Street?) Yes. (Ms. Dudney: What about going south on Main Street, can you go east into the development?) Yes, there will be a separated turn lane and the light will help with the timing there. (Ms. Dudney: Do you think this will be a cut-through?) Maybe, but not likely. (Mr. Mosher: The road is very narrow and winding, if you look into the road, you don't see the other end, so you won't really see a short cut.)

Mr. Hogan: We have been working at this proposal for quite a while and appreciate all your input. We have worked with staff very closely to get to this point. You have five sheets that comprise the Master Plan set. We have been through it four or five times, what you are looking at is what we hope will be final improvements. We looked long and hard at the traffic; and it is a private drive, not a public right of way, and will be maintained by the Columbia Lode HOA. We agree with Engineering, the access road off French Street is at a good place because at that point you can see both ways. The geometry was approved by our traffic engineer, who reviewed all traffic counts. We went through and made corrections. Main Street will be restriped for the south bound left turn lane. A level of service (LOS) of C is during large peak times. (Ms. Smith: That would occur on a winter Saturday, for example, which is peak traffic.) We did show this to the Red White and Blue Fire Department, they would likely head north and then right into the project. We also have a sidewalk parallel to the private drive.

Ms. Dudney: Concerning the Master Plan Notes, note H on solar energy at the discretion of the developer, those could be solar panels on the south facing Main Street? Do you have any qualms about the view of those solar panels? Do you consider that aesthetically acceptable? (Mr. Hogan: We do, we think they look good and they will be flush mounted. They will be south mounted, not facing Main Street.) What about the buildings at Main Street orientation? (Mr. Mosher: Some of the grid is perpendicular to Main Street south of French Street.) (Mr. Hogan: Mr. Grosshuesch made some comments in prior hearings and we adjusted the orientation to reflect that.) (Mr. Mosher: The Master Plan is illustrative only as far as the exact buildings go; we want to see the general circulation and grading. The final Master Plan will be in effect for quite a while. A future planner will pull the Mylar plan to review proposals for buildings and use this as guidelines for the development.)

Mr. Wolfe: I appreciate the changes and adjustments the applicant has made. On the 10-year extended vesting, what is the financial impact of this vesting? If, in the future, the homes need to be bigger or smaller as a result of the market, how would those changes be made? (Mr. Hogan: The only thing set in stone is maximum density.) (Mr. Mosher: They could always go smaller, but to go larger they would have to buy density and modify the Master Plan. To modify the Master Plan, they would need to submit a development permit and go through the review process.) (Mr. Hogan: On our proposed plans, we've varied the densities quite a bit in order to keep a bit of flexibility there.) Is the plan for vesting to development sooner rather than later? (Mr. West: We don't have extended vesting yet. Approval by the Planning Commission would get us three years vesting and then we would apply for the extended vesting with the Town Council. We discussed with them at the time building the left turn lane; once the plan is approved, then we would apply for the extended vesting with the Town Council.)

Mr. Schroder: Is the workforce housing just a "just in case" if you need to offset some negative points? (Mr. Hogan: Mr. Brownson believes workforce housing creates some vitality in the neighborhood and believes in having some in the development.) (Mr. Mosher: Originally we had some negative points. We have a density cap; we don't know the density until they get building. Can't throw positive points at it until we know what the density looks like.) Should we not expect to see

employee housing in the Master Plan? (Mr. Mosher: Don't hold your breath just yet.) (Mr. West: If we need it for the points, expect it to be there. If we don't see negative points, you will probably still see it there.)

Mr. Pringle: Will we see potential elevations of all of the buildings facing Main Street? Just looking for an overall massing and how that will look from Main Street. (Mr. Hogan: We have already presented this at past meetings.) (Mr. Mosher: The 3-D detail is not what Mr. Pringle is looking for; I believe he is seeking a flat elevation, not 3D.) I am not sure whether we need a change of use permit on this property. (Mr. Neubecker: The Master Plan will be the change of use.) It's going from a full historic commercial use to a full residential use. Are we aware of this change? (Mr. Neubecker: Yes.) (Mr. Hogan: We are in compliance with the Land Use Guidelines.) I just want everyone to be aware of this; that we are changing from a great sales tax generator to a full residential use.

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

Commissioner Questions / Comments:

Ms. Christopher: On question 1, no negative points, I support getting the grade back to the historical slope. And the grading needs to happen right away at the beginning of the development. On the Master Plan notes, I support all the changes since the August 17th hearing. Underground detention is safer than open ponds. On #3, I still have concerns about the traffic, French Street access looks dangerous.

Mr. Wolfe: Agree with staff support on measuring height to a new averaged grade. #2 minor comment, reservation on contemporary version of windows, less discussion since this is a transition from Main Street. Need more beefing up of the notes to create the transition from Main Street. We are not traffic engineers, rely on staff. Practically speaking, there are issues with French Street, but I am not sure they can be solved. I hope your traffic engineer has good ears.

Mr. Butler: I support #1 as well. Agree with the Master Plan notes. Circulation is not perfect but I agree with Mr. Wolfe, and defer to the engineers on that.

Mr. Pringle: I am supportive of awarding negative points on policy 7R for the grading. Site design and grading and placement of the buildings should minimize any new grading. Nice to be able place buildings on site if it were undisturbed, but we are adding 10-feet of fill to create a hillside just to get great views; it is not to re-grade to historical grade, it is only for views. This also creates the need to fix the French Street intersection issue. I am looking for negative points on policy 7R. Don't agree with traffic study with conclusion that there are not issues there. On Master Plan notes, need better copy so they can actually be read. These are too small. To the Town Council, we need to plant the seed about the change of use...changing commercial use to residential use; we need to de-incentivize those types of applications. High sales tax generation to the residential should be of concern. In addition, one work force unit out of 24 will not create vitality.

Ms. Dudney: Supportive of averaging the slope, support the locations of the houses; will make better project but I don't see any financial detriment to changing from commercial. I am satisfied as to Master Plan notes. I am also satisfied with traffic engineering, with private drive and way to enter off of Main Street. Traffic will naturally flow to point of least resistance. I like the pocket park, will be terrific to get landscaping into the park to get a focal point at that end of town. Agree with Mr. Pringle on lack of commercial; however, it is a good project and I rely on market forces to determine best use.

Mr. Schroder: Supportive of grading plan and would like to see it take place earlier rather than later. Just ripping down BBC would not help the site. Support no negative points for the grading. The Master Plan notes are well laid out; I support them. The traffic feels very similar to the situation in Town when heading west on Wellington and turning left onto High Street. In 3 years, I have only seen one car off the road. See potential for accident at this site; however, people will get used to the road. Also defer to the Engineer in this case.

COMBINED HEARINGS:

- 1) Shock Hill Lodge Permit Extension, Tract C, Shock Hill (CN) PC#2010069, 200 Shock Hill Drive
- 2) Shock Hill Lodge Permit Extension, Tract E, Shock Hill (CN) PC#2010068, 260 Shock Hill Drive

Mr. Neubecker presented applications for permit renewals for the two Shock Hill Lodge buildings immediately adjacent to the gondola turn station in Shock Hill. These lodges were reviewed in great detail throughout 2007, and were ultimately approved in 2008. Mr. Neubecker introduced the Applicant, Mr. John Niemi. Because the proposal was different from the uses anticipated in the Shock Hill Master Plan, a Development Agreement was approved by Town Council. This Agreement allowed for the properties to be developed as condo-hotels (rather than townhomes and hotel/inn/lodge as otherwise required). The Agreement also allowed for a transfer of up to 39 SFEs (single family equivalents) of density to the site. In exchange, the applicant agreed to some extra design constraints, environmental testing, and other commitments that were not otherwise required. The transfer of density is not normal, but is certainly allowed by the Development Code.

The attached staff reports are generally the same as in January 2008. However, upon renewal of a permit, staff considers code amendments that have taken place since the original permit application date. The relevant code changes since the original application date include:

- Adoption of Policy 47 (Absolute) Fences, Privacy Gates and Gateway Entrance Monuments
- Adoption of Policy 46 (Absolute) Exterior Lighting
- Expiration of the Shock Hill Master Plan vesting, which means that the Cucumber Gulch Overlay Protection District ordinance applies. (This policy addresses development in and near Cucumber Gulch, including design issues, and environmental protect best management practices.)

Because of the adoption of Policy 47, a variance is now required for the fences that were previously approved. The rest of the reports remain essentially the same as they were in 2008. There is no change to the use, density, height, architecture, materials, parking, site plan, fence design, amenities, drainage, or floor plan of the project. The Applicant had previously agreed to the Lighting Policy (Policy 46), so there is no change necessary there. Point analysis for each project still shows a passing score.

Mr. Wolfe: Are there new conditions on the site, like beetle kill? (Mr. Niemi: A key element of our plan was how many trees we can save; now we are required to take them down. Moving forward, we will have to do much more replanting than under the original plan.) Let me rephrase, has anything changed that would change the point analysis? (Mr. Neubecker: Nothing other than what I previously mentioned.)

Mr. Pringle: Is a revegetation plan required? (Mr. Neubecker: They propose significantly larger trees than other sites. 4" caliper size aspen, some 24' tall trees, so this project has much larger new trees. Larger trees create instant gratification.) With the beetle kill, the landscape plan might need to have more numbers compared to when plan was initiated. (Mr. Neubecker: We can discuss when we look at the point analysis.)

Mr. Neubecker: I will start with Tract E because it is bigger lot. Donation of 2.29 acres of land, Tract E2, basically from rock overview of Black Loop down to almost touching the wetlands, the applicant agreed to donate that tract to the Town. So that was a big portion of the dedication. They will dedicate during the Master Plan process. Condo hotel building has spas and pool, and small commercial element. We increased size of amenities above what is required by code. Take some of amenities from Tract C and move to Tract E, similar to what was done at One Ski Hill Place. Lodge style building. Awarded positive points for architecture; architecture not changed so staff still recommends positive points. Negative points for building height, but earned back some points by building density into roof on Tract C and varying the roof to break up the building. Master Plan is to change use on Tract E from hotel/lodge, which requires you to have no kitchens, to condo hotel. Tract C changes from townhomes to condo hotel. Council agreed to additional density from TDR bank to be purchased by Applicant. Property is immediately adjacent to Cucumber Gulch; we looked at that in great detail. The Applicant agreed to additional environmental testing, signage and education in the development agreement. Water samples etc. were done to establish a baseline to compare to testing after construction. Project has significant storm water management plan, much more detail than on other projects. Location of buildings the same as three years ago, and all parking will be underground with a few spaces at grade for deliveries and shuttle van. There will be a hybrid SUV for the shuttle; positive points were awarded for the shuttle. There was discussion on gray water and whether it could be recycled, but it was determined to be a very expensive process, so it is not in this proposal. Employee housing is proposed to mitigate negative points. Negative points for heated sidewalks and walkways.

Policy 47 (Fences) was adopted after this project and prohibits fences; however, where fences are allowed, such as around a pool, fence should be chain link. Not really appropriate for this area. Fence that is proposed for the pool and spa areas is ¾ inch square welded black steel, 72” tall. Need a variance for this fencing material. Fence around the gondola is wood, split rail, and needs a variance as well. More appropriate than chain link. Worked closely with the Town Attorney; he is comfortable with the variance language.

Mr. Wolfe: Where did the numbers come up as restriction shall not exceed, such as number of bedrooms? (Mr. Neimi: The traffic study was based upon those numbers. We don’t want it to be any more than that.)

Mr. Pringle: Could we waive as “inapplicable” the fence criteria? (Mr. Neubecker: Fences are essentially prohibited, except in specific uses. It is a question for the rest of the Commission, should there be a variance, or should the Commission deem it to be inapplicable? Because of the pools and spas and safety around the gondola, waiving the fences is not an option.) Large concern is the fact that the Town Council directed us to not grant variances often, we need to figure out how to amend the findings and conditions for this project in order to not grant any variances. (Mr. Niemi: Three years ago we went through an extremely collaborative process with the Town to get this proposal approved. The economics of late have not allowed us to move forward with this project. The Town’s initials and signature are all over this project.) (Mr. West: We would like to default to the decision the Town Attorney and Staff have come up with, which is the variance to the Fence Policy here. Fences are required here, it is a legal issue, and the only issue is to grant the variance.)

Mr. Wolfe: Mr. Grosshuesch, why would we not keep the fence chain link for now, change the fence policy, and then approve the new fence at that time? (Mr. Grosshuesch: The applicant has the right to ask for the variance as everyone has access to that request. Going the other way is the long way around. Yes, we recognize there is a problem with the code, but at this time, we feel the variance in this case is the way to go, get the applicant approved. It would be a timing hardship if we did not do it this way.) What if they have to build the fence to what the code is when the development occurs? (Mr. West: We would agree to state in the findings and conditions that this will be the fence we will build if it agrees with the code at that time.)

Mr. Schroder opened the hearing to public comment. Mr. John Quigley and Mr. Tom Begley from the Shock Hill HOA Board were in attendance and stated they are in support of the project. (Mr. Neubecker: We did receive an email that I forwarded on to the Commission and copied the Applicant as well.) There was no more public comment and the hearing was closed.

Mr. Neubecker asked if there were any specific questions on Tract C.

Mr. Pringle: Before construction, take a look at landscaping and how to be most effective with the landscaping; take a look at the conditions as to how they exist prior to actual construction. (Mr. Niemi: We totally agree; our land planners have worked very closely with the Town and their requirements. The Council wanted large trees on site, but I agree we will evaluate at the time.) Would you suggest that we make a new condition #38, Prior to Building Permit, “applicant shall build the fence as proposed according to what the code allows”? (Mr. West: We would like to add the new condition to “prior to C.O.” instead, but problem is there are a number of conditions that would need to be changed or removed that list the variances. The condition we could add would be something along the lines of “we will build this fence if it is permitted, otherwise, we will process a Class D to build the fence that is approved by Policy 47.”) (Mr. Neubecker: To be clear, are we saying “Applicant shall construct the fence according to the plans; however, if the Town Code does not allow the fence in the plans, then the Applicant will process a Class D permit to build a fence that works with the Town Code”?)

(The commission took a break for Mr. Neubecker and Mr. West to work on new verbiage for the conditions.)

Mr. Neubecker: The Commission is proposing to remove the variance for Tract C & E; on Tract C, remove Findings #11-26 inclusive (and typographical error #27 with no verbiage) and add new Condition #53: “The Applicant shall construct the fence as proposed on Sheets L7-05 and L7-06 of the approved plans. If the Town

Development Code does not specifically allow such fence design at the time of the fence's construction, Applicant shall submit a Class D permit to modify the plans to a fence design that meets the Town Development Code then in effect." On Tract E, remove variance Findings #11-26, inclusive, and add new Condition #54 as stated above.

Mr. Schroder made a motion to approve the point analysis for the Shock Hill Lodge Permit Extension, Tract C, Shock Hill, PC#2010069, 200 Shock Hill Drive. Ms. Christopher seconded. Mr. Pringle recommended the motion on the table be amended to include the statement Mr. Neubecker made earlier to change the point analysis to reflect the project complies with Policy 47. Mr. Schroder made a motion to approve the point analysis for the Shock Hill Lodge Permit Extension, Tract C, Shock Hill, PC#2010069, 200 Shock Hill Drive with the change to show the project passing Policy 47. Ms. Christopher seconded, and the motion was carried unanimously (6-0).

Mr. Schroder made a motion to amend the findings and conditions for the Shock Hill Lodge Permit Extension, Tract C, Shock Hill, PC#2010069, 200 Shock Hill Drive, to reflect the statement read into the record by Mr. Neubecker (removing Findings #11-26 and adding new Condition #53). Mr. Butler seconded, and the motion was carried unanimously (6-0).

Mr. Schroder made a motion to approve the Shock Hill Lodge Permit Extension, Tract C, Shock Hill, PC#2010069, 200 Shock Hill Drive, with the amended presented findings and conditions and amended point analysis. Mr. Pringle seconded, and the motion was carried unanimously (6-0).

Mr. Pringle made a motion to approve the point analysis for the Shock Hill Lodge Permit Extension, Tract E, Shock Hill, PC#2010068, 260 Shock Hill Drive, with the change to the point analysis that the Application complies with Policy 47. Ms. Christopher seconded, and the motion was carried unanimously (6-0).

Mr. Pringle made a motion to approve the Shock Hill Lodge Permit Extension, Tract E, Shock Hill, PC#2010068, 260 Shock Hill Drive, with the presented findings and conditions changed to remove Findings 11 to 26 and add Condition #54 read into the record by Mr. Neubecker. Ms. Christopher seconded, and the motion was carried unanimously (6-0).

OTHER MATTERS:

Mr. Neubecker reminded the Commissioners about the Saving Places (historic preservation) conference in Denver on February 2-4, 2011. Ms. Dudney and Ms. Christopher are already in the process of getting registered for the Conference.

ADJOURNMENT:

The meeting was adjourned at 9:37pm.

Dan Schroder, Vice Chair

MEMO

TO: Mayor & Town Council
FROM: Tim Gagen
DATE: December 8, 2010
SUBJECT: Committee Reports for 12.14.10 Council Packet

There were no written committee reports submitted for the 12/14/10 council packet:

<u>Committees</u>	<u>Representative</u>	<u>Report Status</u>
CAST	Mayor Warner	Verbal Report
CDOT	Tim Gagen	Verbal
CML	Tim Gagen	No Meeting/Report
I-70 Coalition	Tim Gagen	No Meeting/Report
Mayors, Managers & Commissions Mtg	Mayor Warner	Verbal Report
Summit Leadership Forum	Tim Gagen	No Meeting/Report
Liquor Licensing Authority*	MJ Loufek	No Meeting/Report
Wildfire Council	Matt Thompson	No Meeting/Report
Public Art Commission*	Jenn Cram	No Meeting/Report
Summit Stage Advisory Board*	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
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

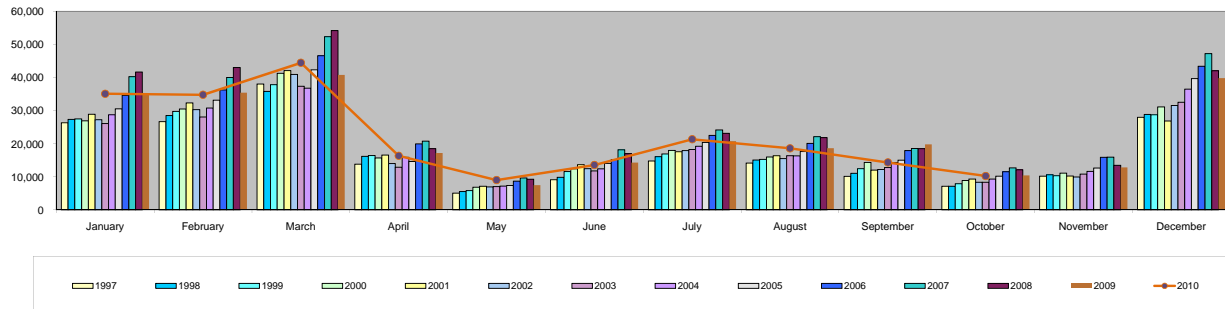
(in Thousands of Dollars)

Total - All Categories*

* excluding Undefined and Utilities categories

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	YTD 2009	YTD 2010	YTD % Change 09-10
January	26,315	27,355	27,490	26,938	28,887	27,264	26,117	28,764	30,549	34,589	40,283	41,665	34,783	35,105	0.9%	34,783	35,105	0.9%
February	26,667	28,510	29,777	30,510	32,350	30,295	28,093	30,808	33,171	36,236	40,034	43,052	35,453	34,791	-1.9%	70,236	69,896	-0.5%
March	38,037	35,824	37,843	41,307	42,120	40,962	37,377	36,807	42,370	46,603	52,390	54,237	40,810	44,485	9.0%	111,046	114,381	3.0%
April	13,809	16,196	16,407	15,702	16,565	13,982	12,868	15,894	14,635	19,963	20,758	18,483	17,171	16,346	-4.8%	128,217	130,727	2.0%
May	5,024	5,530	5,822	6,816	7,107	6,914	7,028	7,179	7,355	8,661	9,629	9,251	7,475	8,999	20.4%	135,692	139,726	3.0%
June	9,093	9,826	11,561	12,400	13,676	12,426	11,774	12,395	14,043	15,209	18,166	16,988	14,286	13,557	-5.1%	149,978	153,283	2.2%
July	14,791	16,080	16,899	17,949	17,575	17,909	18,273	19,208	20,366	22,498	24,168	23,160	20,788	21,346	2.7%	170,766	174,629	2.3%
August	14,145	15,077	15,253	15,994	16,389	15,508	16,362	16,326	17,625	20,071	22,125	21,845	18,656	18,603	-0.3%	189,422	193,232	2.0%
September	10,099	11,033	12,427	14,310	12,002	12,224	12,778	14,261	15,020	17,912	18,560	18,481	19,806	14,320	-27.7%	209,228	207,552	-0.8%
October	7,120	7,132	7,880	8,876	9,289	8,323	8,311	9,306	10,170	11,544	12,687	12,120	10,410	10,226	-1.8%	219,638	217,778	-0.8%
November	10,173	10,588	10,340	11,069	10,211	9,942	10,780	11,604	12,647	15,877	15,943	13,483	12,809	0	n/a	232,447	217,778	n/a
December	27,965	28,845	28,736	31,107	26,870	31,564	32,525	36,482	39,687	43,431	47,258	42,076	39,859	0	n/a	272,306	217,778	n/a
Totals	203,238	211,996	220,435	232,978	233,041	227,313	222,286	239,034	257,638	292,594	322,001	314,841	272,306	217,778				

2010 Monthly Sales Tax Activity (in thousands of dollars)



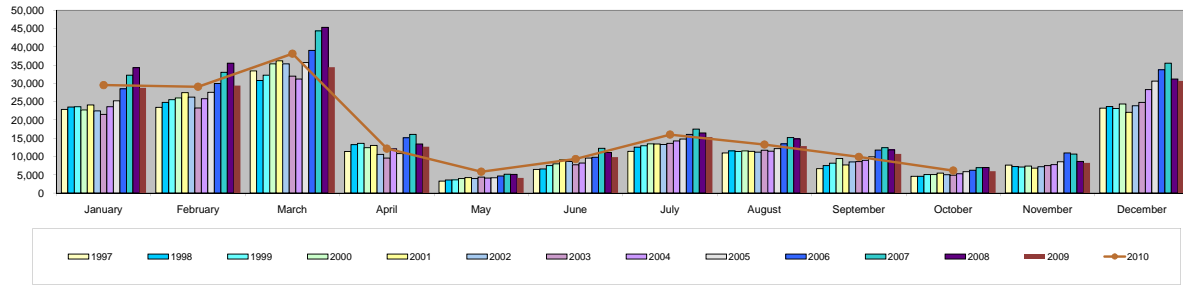
**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Retail-Restaurant-Lodging Summary

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	YTD 2009	YTD 2010	YTD % Change 09-10
January	22,893	23,523	23,629	22,723	24,118	22,465	21,509	23,620	25,240	28,528	32,258	34,290	28,802	29,538	2.6%	28,802	29,538	2.6%
February	23,443	24,805	25,532	26,044	27,464	26,258	23,253	25,826	27,553	29,972	33,039	35,511	29,401	29,090	-1.1%	58,203	58,628	0.7%
March	33,414	30,809	32,254	35,348	36,196	35,344	31,988	31,209	35,705	39,051	44,390	45,338	34,428	38,136	10.8%	92,631	96,764	4.5%
April	11,347	13,256	13,579	12,426	13,029	10,587	9,562	12,102	10,773	15,134	16,025	13,410	12,653	12,154	-3.9%	105,284	108,918	3.5%
May	3,264	3,565	3,610	3,949	4,203	3,950	4,331	4,095	4,179	4,647	5,146	5,111	4,125	5,836	41.5%	109,409	114,754	4.9%
June	6,451	6,588	7,513	8,001	9,058	8,619	7,724	8,217	9,568	9,789	12,225	11,112	9,829	9,302	-5.4%	119,238	124,056	4.0%
July	11,405	12,527	12,944	13,464	13,406	13,292	13,590	14,248	14,766	16,038	17,499	16,446	15,305	15,993	4.5%	134,543	140,049	4.1%
August	10,981	11,517	11,352	11,542	11,407	11,174	11,717	11,429	12,122	13,446	15,167	14,815	12,859	13,261	3.1%	147,402	153,310	4.0%
September	6,687	7,492	8,160	9,443	7,666	8,513	8,599	8,940	9,897	11,761	12,418	11,794	10,705	9,894	-7.6%	158,107	163,204	3.2%
October	4,560	4,578	5,049	5,054	5,425	4,991	4,855	5,257	5,824	6,248	6,934	6,977	5,986	6,143	2.6%	164,093	169,347	3.2%
November	7,617	7,255	7,122	7,352	6,816	7,174	7,511	7,771	8,557	10,963	10,650	8,637	8,234	0	n/a	172,327	169,347	n/a
December	23,219	23,650	23,124	24,361	22,090	23,901	24,818	28,314	30,619	33,736	35,517	31,211	30,667	0	n/a	202,994	169,347	n/a
Totals	165,281	169,565	173,868	179,707	180,878	176,268	169,457	181,028	194,803	219,313	241,268	234,652	202,994	169,347				

2010 Monthly Sales Tax Activity (in thousands of dollars)



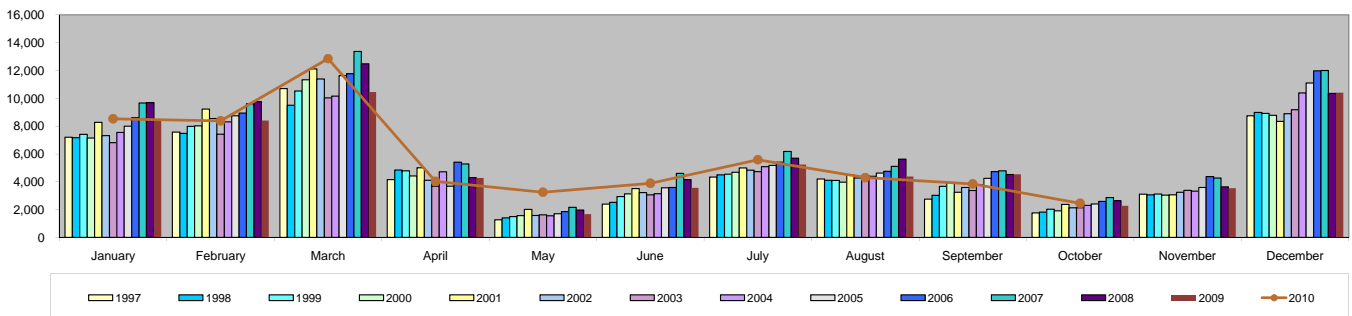
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Retail Sales

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	Actual 2009	Actual 2010	YTD 09-10
January	7,205	7,173	7,411	7,149	8,271	7,320	6,807	7,545	8,001	8,607	9,665	9,684	8,430	8,530	1.2%	8,430	8,530	1.2%
February	7,568	7,474	7,983	8,024	9,231	8,549	7,418	8,312	8,744	8,942	9,607	9,763	8,401	8,378	-0.3%	16,831	16,908	0.5%
March	10,702	9,507	10,525	11,337	12,116	11,390	10,028	10,162	11,632	11,774	13,373	12,479	10,449	12,851	23.0%	27,280	29,759	9.1%
April	4,156	4,841	4,789	4,423	5,008	4,105	3,679	4,714	3,678	5,406	5,287	4,301	4,274	4,032	-5.7%	31,554	33,791	7.1%
May	1,272	1,408	1,492	1,569	2,014	1,583	1,626	1,549	1,708	1,858	2,165	1,965	1,675	3,251	94.1%	33,229	37,042	11.5%
June	2,391	2,521	2,931	3,135	3,514	3,227	3,062	3,140	3,565	3,589	4,597	4,153	3,558	3,895	9.5%	36,787	40,937	11.3%
July	4,336	4,499	4,543	4,678	4,998	4,838	4,732	5,087	5,174	5,403	6,176	5,700	5,240	5,582	6.5%	42,027	46,519	10.7%
August	4,199	4,109	4,100	3,973	4,492	4,269	4,429	4,397	4,620	4,757	5,110	5,631	4,384	4,302	-1.9%	46,411	50,821	9.5%
September	2,753	3,021	3,671	3,944	3,242	3,587	3,370	3,781	4,249	4,726	4,783	4,527	4,536	3,848	-15.2%	50,947	54,669	7.3%
October	1,759	1,815	2,024	1,908	2,374	2,132	2,127	2,298	2,404	2,591	2,866	2,635	2,277	2,453	7.7%	53,224	57,122	7.3%
November	3,108	3,060	3,124	3,041	3,057	3,249	3,378	3,326	3,586	4,376	4,267	3,641	3,540	0	n/a	56,764	57,122	n/a
December	8,746	8,985	8,919	8,782	8,338	8,893	9,184	10,388	11,099	11,971	12,000	10,358	10,403	0	n/a	67,167	57,122	n/a
Totals	58,195	58,413	61,512	61,963	66,655	63,142	59,840	64,699	68,460	74,000	79,896	74,837	67,167	57,122				

2010 Monthly Sales Tax Activity (in thousands of dollars)



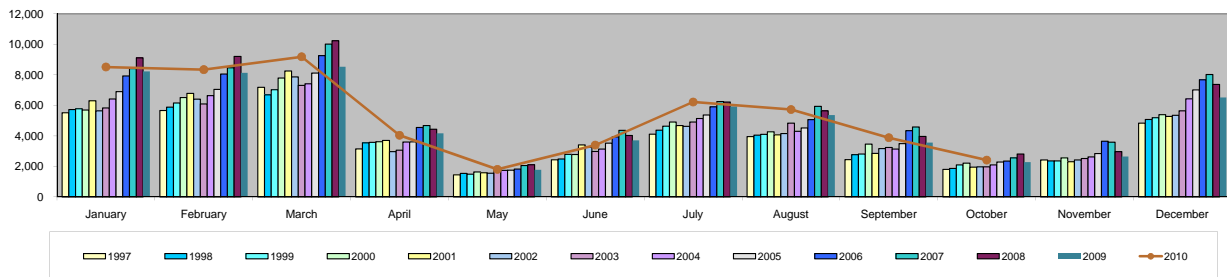
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Restaurants/Bars

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	Actual 2009	Actual 2010	YTD 09-10
January	5,515	5,723	5,784	5,697	6,300	5,644	5,835	6,425	6,897	7,924	8,414	9,117	8,231	8,515	3.5%	8,231	8,515	3.5%
February	5,667	5,880	6,162	6,519	6,783	6,412	6,092	6,637	7,047	8,058	8,467	9,208	8,129	8,343	2.6%	16,360	16,858	3.0%
March	7,180	6,688	7,031	7,792	8,258	7,870	7,307	7,413	8,117	9,256	10,015	10,240	8,527	9,186	7.7%	24,887	26,044	4.6%
April	3,149	3,548	3,576	3,624	3,706	2,967	3,068	3,595	3,609	4,552	4,678	4,440	4,173	4,042	-3.1%	29,060	30,086	3.5%
May	1,454	1,541	1,492	1,641	1,590	1,561	1,808	1,746	1,760	1,832	2,058	2,107	1,783	1,812	1.6%	30,843	31,898	3.4%
June	2,437	2,488	2,796	2,779	3,413	3,257	2,982	3,136	3,525	3,938	4,370	4,030	3,712	3,397	-8.5%	34,555	35,295	2.1%
July	4,113	4,380	4,639	4,910	4,675	4,632	4,913	5,138	5,375	5,905	6,249	6,218	5,931	6,222	4.9%	40,486	41,517	2.5%
August	3,953	4,056	4,106	4,270	4,068	4,156	4,832	4,302	4,521	5,067	5,933	5,639	5,365	5,729	6.8%	45,851	47,246	3.0%
September	2,452	2,770	2,814	3,468	2,860	3,169	3,249	3,138	3,498	4,340	4,585	3,971	3,565	3,883	8.9%	49,416	51,129	3.5%
October	1,807	1,870	2,097	2,220	1,959	1,977	1,978	2,100	2,290	2,352	2,564	2,818	2,285	2,420	5.9%	51,701	53,549	3.6%
November	2,428	2,364	2,367	2,558	2,307	2,425	2,520	2,624	2,841	3,651	3,593	2,972	2,649	0	n/a	54,350	53,549	n/a
December	4,834	5,076	5,191	5,393	5,275	5,354	5,646	6,428	7,017	7,681	8,028	7,371	6,524	0	n/a	60,874	53,549	n/a
Totals	44,989	46,384	48,055	50,871	51,194	49,424	50,230	52,682	56,497	64,556	68,954	68,131	60,874	53,549				

2010 Monthly Sales Tax Activity (in thousands of dollars)



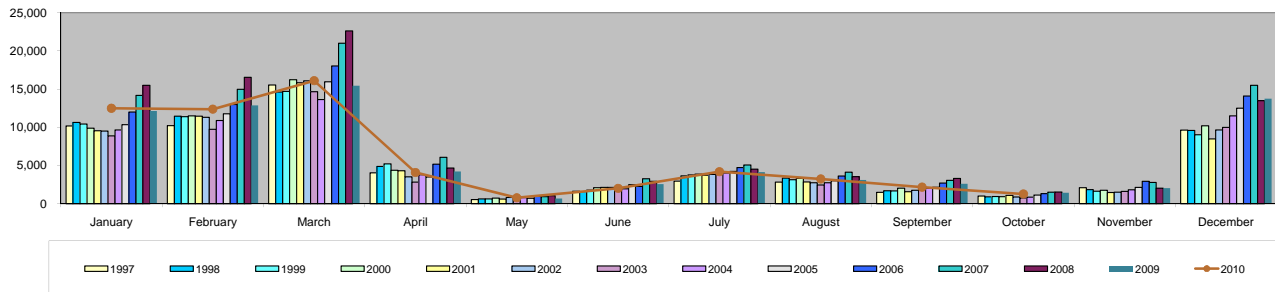
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Short-Term Lodging

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	Actual 2009	Actual 2010	YTD 09-10
January	10,173	10,627	10,434	9,877	9,547	9,501	8,867	9,650	10,342	11,997	14,179	15,489	12,141	12,493	2.9%	12,141	12,493	2.9%
February	10,208	11,451	11,387	11,501	11,450	11,297	9,743	10,877	11,762	12,972	14,965	16,540	12,871	12,369	-3.9%	25,012	24,862	-0.6%
March	15,532	14,614	14,698	16,219	15,822	16,084	14,653	13,634	15,956	18,021	21,002	22,619	15,452	16,099	4.2%	40,464	40,961	1.2%
April	4,042	4,867	5,214	4,379	4,315	3,515	2,815	3,793	3,486	5,176	6,060	4,669	4,206	4,080	-3.0%	44,670	45,041	0.8%
May	538	616	626	739	599	806	897	800	711	957	923	1,039	667	773	15.9%	45,337	45,814	1.1%
June	1,623	1,579	1,786	2,087	2,131	2,135	1,680	1,941	2,478	2,262	3,258	2,929	2,559	2,010	-21.5%	47,896	47,824	-0.2%
July	2,956	3,648	3,762	3,876	3,733	3,822	3,945	4,023	4,217	4,730	5,074	4,528	4,134	4,189	1.3%	52,030	52,013	0.0%
August	2,829	3,352	3,146	3,299	2,847	2,749	2,456	2,730	2,981	3,622	4,124	3,545	3,110	3,230	3.9%	55,140	55,243	0.2%
September	1,482	1,701	1,675	2,031	1,564	1,757	1,980	2,021	2,150	2,695	3,050	3,296	2,604	2,163	-16.9%	57,744	57,406	-0.6%
October	994	893	928	926	1,092	882	750	859	1,130	1,305	1,504	1,524	1,424	1,270	-10.8%	59,168	58,676	-0.8%
November	2,081	1,831	1,631	1,753	1,452	1,500	1,613	1,821	2,130	2,936	2,790	2,024	2,045	0	n/a	61,213	58,676	n/a
December	9,639	9,589	9,014	10,186	8,477	9,654	9,988	11,498	12,503	14,084	15,489	13,482	13,740	0	n/a	74,953	58,676	n/a
Totals	62,097	64,768	64,301	66,873	63,029	63,702	59,387	63,647	69,846	80,757	92,418	91,684	74,953	58,676				

2010 Monthly Sales Tax Activity (in thousands of dollars)



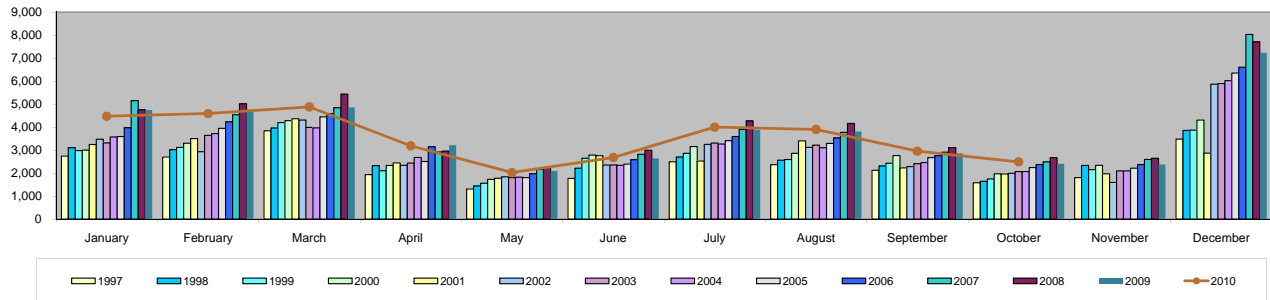
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Grocery/Liquor Stores

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	Actual 2009	Actual 2010	YTD 09-10
January	2,746	3,104	2,977	2,999	3,242	3,472	3,314	3,570	3,589	3,977	5,149	4,744	4,741	4,472	-5.7%	4,741	4,472	-5.7%
February	2,702	3,020	3,119	3,296	3,501	2,931	3,643	3,714	3,949	4,233	4,536	5,009	4,755	4,590	-3.5%	9,496	9,062	-4.6%
March	3,839	3,960	4,199	4,282	4,366	4,311	3,988	3,968	4,449	4,585	4,844	5,436	4,852	4,877	0.5%	14,348	13,939	-2.9%
April	1,937	2,325	2,105	2,330	2,441	2,336	2,437	2,682	2,503	3,149	2,920	2,959	3,213	3,186	-0.8%	17,561	17,125	-2.5%
May	1,309	1,440	1,558	1,728	1,779	1,836	1,801	1,823	1,806	1,969	2,169	2,246	2,100	2,024	-3.6%	19,661	19,149	-2.6%
June	1,772	2,214	2,648	2,784	2,760	2,352	2,354	2,341	2,392	2,584	2,822	2,990	2,643	2,682	1.5%	22,304	21,831	-2.1%
July	2,494	2,701	2,862	3,152	2,527	3,253	3,303	3,266	3,414	3,588	3,899	4,264	3,881	3,999	3.0%	26,185	25,830	-1.4%
August	2,364	2,559	2,587	2,861	3,404	3,117	3,216	3,103	3,292	3,529	3,771	4,161	3,807	3,896	2.3%	29,992	29,726	-0.9%
September	2,122	2,311	2,430	2,765	2,231	2,284	2,409	2,456	2,671	2,757	2,908	3,113	2,864	2,955	3.2%	32,856	32,681	-0.5%
October	1,584	1,644	1,748	1,969	1,965	1,990	2,066	2,069	2,239	2,372	2,494	2,673	2,408	2,488	3.3%	35,264	35,169	-0.3%
November	1,804	2,330	2,152	2,339	1,970	1,597	2,096	2,096	2,214	2,377	2,600	2,647	2,379	0	n/a	37,643	35,169	n/a
December	3,477	3,858	3,869	4,305	2,865	5,868	5,897	6,017	6,356	6,604	8,028	7,705	7,234	0	n/a	44,877	35,169	n/a
Totals	28,150	31,466	32,254	34,810	33,051	35,347	36,524	37,105	38,874	41,724	46,140	47,947	44,877	35,169				

2010 Monthly Sales Tax Activity (in thousands of dollars)



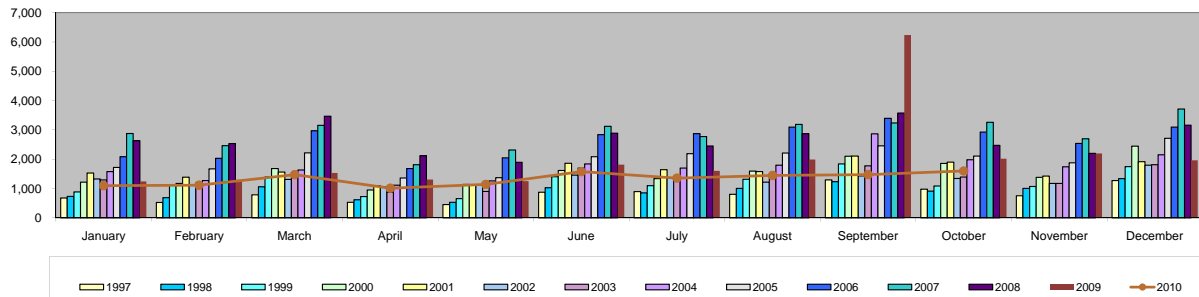
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Supplies

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	Actual 2009	Actual 2010	YTD 09-10
January	676	728	884	1,216	1,527	1,327	1,294	1,574	1,720	2,084	2,876	2,631	1,240	1,095	-11.7%	1,240	1,095	-11.7%
February	522	685	1,126	1,170	1,385	1,106	1,197	1,268	1,669	2,031	2,459	2,532	1,297	1,111	-14.3%	2,537	2,206	-13.0%
March	784	1,055	1,390	1,677	1,558	1,307	1,401	1,630	2,216	2,967	3,156	3,463	1,530	1,472	-3.8%	4,067	3,678	-9.6%
April	525	615	723	946	1,095	1,059	869	1,110	1,359	1,680	1,813	2,114	1,305	1,006	-22.9%	5,372	4,684	-12.8%
May	451	525	654	1,139	1,125	1,128	896	1,261	1,370	2,045	2,314	1,894	1,250	1,139	-8.9%	6,622	5,823	-12.1%
June	870	1,024	1,400	1,615	1,858	1,455	1,696	1,837	2,083	2,836	3,119	2,886	1,814	1,573	-13.3%	8,436	7,396	-12.3%
July	892	852	1,093	1,333	1,642	1,364	1,380	1,694	2,186	2,872	2,770	2,450	1,602	1,354	-15.5%	10,038	8,750	-12.8%
August	800	1,001	1,314	1,591	1,578	1,217	1,429	1,794	2,211	3,096	3,187	2,869	1,990	1,446	-27.3%	12,028	10,196	-15.2%
September	1,290	1,230	1,837	2,102	2,105	1,427	1,770	2,865	2,452	3,394	3,234	3,574	6,237	1,471	-76.4%	18,265	11,667	-36.1%
October	976	910	1,083	1,853	1,899	1,342	1,390	1,980	2,107	2,924	3,259	2,470	2,016	1,595	-20.9%	20,281	13,262	-34.6%
November	752	1,003	1,066	1,378	1,425	1,171	1,173	1,737	1,876	2,537	2,693	2,199	2,196	0	n/a	22,477	13,262	n/a
December	1,269	1,337	1,743	2,441	1,915	1,795	1,810	2,151	2,712	3,091	3,713	3,160	1,958	0	n/a	24,435	13,262	n/a
Totals	9,807	10,965	14,313	18,461	19,112	15,698	16,305	20,901	23,961	31,557	34,593	32,242	24,435	13,262				

2010 Monthly Sales Tax Activity (in thousands of dollars)



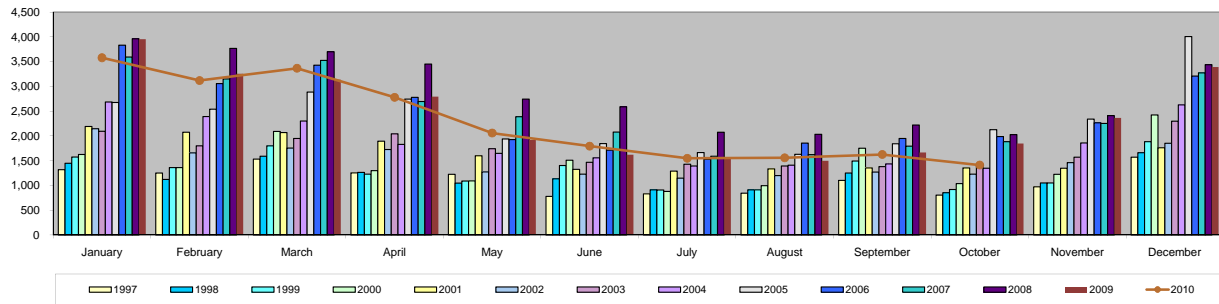
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Utilities

	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Monthly 09-10	Actual 2009	Actual 2010	YTD 09-10
January	1,320	1,446	1,575	1,625	2,191	2,144	2,093	2,684	2,675	3,829	3,591	3,961	3,950	3,577	-9.4%	3,950	3,577	-9.4%
February	1,250	1,121	1,360	1,359	2,075	1,659	1,800	2,391	2,540	3,056	3,149	3,765	3,253	3,118	-4.2%	7,203	6,695	-7.1%
March	1,533	1,591	1,799	2,090	2,067	1,754	1,947	2,299	2,883	3,428	3,525	3,699	3,134	3,365	7.4%	10,337	10,060	-2.7%
April	1,255	1,262	1,227	1,299	1,894	1,724	2,040	1,827	2,741	2,778	2,694	3,448	2,792	2,779	-0.5%	13,129	12,839	-2.2%
May	1,226	1,047	1,089	1,091	1,599	1,272	1,740	1,647	1,939	1,926	2,386	2,742	1,917	2,057	7.3%	15,046	14,896	-1.0%
June	780	1,133	1,402	1,510	1,325	1,228	1,466	1,558	1,846	1,713	2,078	2,588	1,620	1,793	10.7%	16,666	16,689	0.1%
July	830	913	907	880	1,289	1,147	1,427	1,394	1,663	1,529	1,588	2,075	1,539	1,548	0.6%	18,205	18,237	0.2%
August	844	910	913	994	1,336	1,198	1,393	1,408	1,629	1,854	1,621	2,031	1,497	1,558	4.1%	19,702	19,795	0.5%
September	1,103	1,249	1,494	1,752	1,354	1,271	1,381	1,435	1,843	1,949	1,792	2,219	1,667	1,625	-2.5%	21,369	21,420	0.2%
October	804	854	917	1,039	1,353	1,227	1,429	1,348	2,127	1,987	1,883	2,026	1,845	1,412	-23.5%	23,214	22,832	-1.6%
November	974	1,049	1,052	1,225	1,348	1,461	1,569	1,856	2,340	2,264	2,251	2,411	2,364	0	n/a	25,578	22,832	n/a
December	1,570	1,661	1,885	2,423	1,760	1,852	2,297	2,627	4,005	3,206	3,271	3,435	3,389	0	n/a	28,967	22,832	n/a
Totals	13,489	14,236	15,620	17,287	19,591	17,937	20,582	22,474	28,231	29,519	29,829	34,400	28,967	22,832				

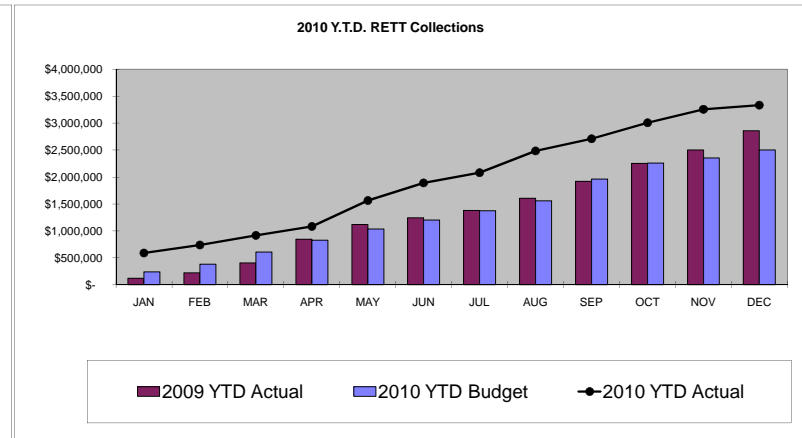
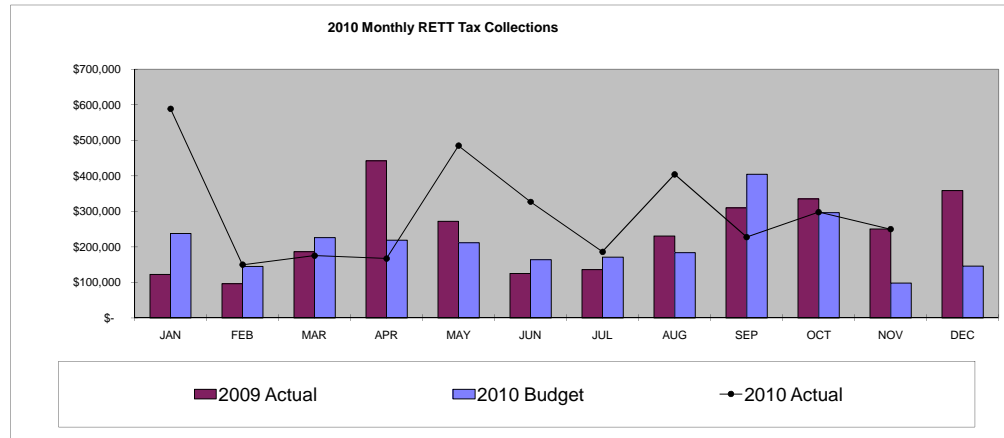
2010 Monthly Sales Tax Activity (in thousands of dollars)



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

Sales Period	2007 Collections			2009 Collections			2010 Budget			2010 Monthly				2010 Year to Date			
	Tax Collected	Year To Date	Percent of Total	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% of Budget	% Change from 2007	% Change from 2009	Actual	% of Budget	% Change from 2007	% Change from 2009
JAN	\$ 352,958	\$ 352,958	6.2%	\$ 122,238	\$ 122,238	4.3%	\$ 237,814	\$ 237,814	9.51%	\$ 588,874	247.6%	66.8%	381.7%	\$ 588,874	247.6%	66.8%	381.7%
FEB	342,995	695,953	12.3%	96,379	218,617	7.6%	144,335	382,149	15.29%	149,303	103.4%	-56.5%	54.9%	738,178	193.2%	6.1%	237.7%
MAR	271,817	967,770	17.1%	185,714	404,331	14.1%	225,613	607,762	24.31%	175,161	77.6%	-35.6%	-5.7%	913,339	150.3%	-5.6%	125.9%
APR	564,624	1,532,394	27.0%	442,039	846,370	29.6%	218,626	826,388	33.06%	167,038	76.4%	-70.4%	-62.2%	1,080,377	130.7%	-29.5%	27.6%
MAY	533,680	2,066,074	36.4%	271,393	1,117,763	39.1%	211,243	1,037,631	41.51%	484,618	229.4%	-9.2%	78.6%	1,564,995	150.8%	-24.3%	40.0%
JUN	522,999	2,589,073	45.6%	124,822	1,242,585	43.4%	163,352	1,200,983	48.04%	326,779	200.0%	-37.5%	161.8%	1,891,775	157.5%	-26.9%	52.2%
JUL	343,610	2,932,683	51.7%	135,393	1,377,977	48.2%	170,942	1,371,925	54.88%	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%	404,004	219.9%	-32.0%	75.6%	2,481,846	159.5%	-29.6%	54.3%
SEP	711,996	4,239,028	74.7%	309,701	1,917,692	67.0%	404,440	1,960,121	78.40%	227,440	56.2%	-68.1%	-26.6%	2,709,285	138.2%	-36.1%	41.3%
OCT	392,752	4,631,779	81.6%	334,899	2,252,591	78.7%	296,502	2,256,623	90.26%	297,809	100.4%	-24.2%	-11.1%	3,007,094	133.3%	-35.1%	33.5%
NOV	459,147	5,090,926	89.7%	250,106	2,502,697	87.5%	97,454	2,354,077	94.16%	249,583	256.1%	-45.6%	-0.2%	3,256,677	138.3%	-36.0%	30.1%
DEC	\$ 584,308	\$ 5,675,235	100.0%	\$ 358,422	\$ 2,861,119	100.0%	\$ 145,922	2,500,000	100.00%	\$ 76,824	52.6%	-86.9%	-78.6%	\$ 3,333,501	133.3%	-41.3%	16.5%

December #s are as of 12/07/10



RETT Churn Estimates

	YTD	1 Ski Hill	Grand Lodge	Beaver Run	Total Projects	YTD (projects excluded)	Year End	
2009	2,502,697		(450,000)		(450,000)	2,052,697	2,050,000	actual
2010	3,256,677	(434,750)	(392,500)	(220,000)	(1,047,250)	2,209,427	2,339,750	projected

NOTES: The above table shows 2009 actual RETT results as of 11/30 compared to 2010 RETT results as of 11/30. Non-recurring projects are then subtracted and the remaining activity is compared. This analysis shows that 2010 projected RETT activity, excluding projects, is 14.1% above 2009 levels.



MEMORANDUM

TO: Town Council
FROM: Scott Reid, Open Space and Trails Planner
DATE: December 7, 2010
SUBJECT: Electrical Assisted Bikes on Recpaths

Summary

The staff from Summit County Government has requested that the Town of Breckenridge continue, and advertise, the current Town prohibition of the use of Electrical Assisted Bicycles (EAB's) from the Town recpath system. The County's primary intent of this request is to encourage consistent regulations throughout the 56+ mile countywide recpath network.

The primary rationales for the County's prohibition include: 1) Approved recpath regulations already prohibit electric powered and motorized vehicles; 2) Enforcement of regulations allowing some electric-powered vehicles and not others could be problematic; and 3) Allowing an exception to the current blanket prohibition would set a bad precedent that would lead to users with other new technologies and products to request additional exemptions.

Town staff solicited input from the Sustainability Task Force regarding this topic and their recommendations included: 1) Allow EAB's on the recpath system prior to 9:00 am and after 4:00 pm to encourage commuter EAB use, but discourage additional recpath congestion during the day. 2) Evaluate and improve bike storage options on the Summit County and Town public transportation systems. 3) Consider widening the recpath in the future to accommodate more users and reduce congestion. 4) Bring this topic to Town Council for consideration.

Background

The Town has the power to allow or prohibit the operation of Electrical Assisted Bicycles on recpaths within its jurisdiction, as outlined in (42-4-111 (1) (dd)) of the Colorado State Model Traffic Code. In its recent adoption of the Model Traffic Code, including section 1412 (14), the Town Council has opted for the default code rule which states, unless otherwise authorized "...the rider of an electrical assisted bicycle shall not use the electrical motor on a bike or pedestrian path." So, existing adopted regulations currently prohibit the use of an electrical motor on Town recpaths.

Colorado State and United States Federal law both provide guidance on the regulation and definition of EAB's. Federal law defines a "low-speed electric bicycle" as a two or three wheeled vehicle with fully operable pedals and an electric motor of less than 750 watts (1 h.p.) whose maximum speed on a paved level surface is less than 20 mph. Per Colorado State law, an EAB is a vehicle with two wheels, operable pedals, an electric motor not exceeding 750 watts, and with a top speed of 20 mph. Thankfully, the two laws are consistent in their definitions of an EAB.

Recently, the management of EAB's on recpaths has garnered statewide press coverage. The Front Range communities of Boulder and Fort Collins have outlawed EAB's on recpaths, while Denver considers EAB's to be bicycles and allows them on all pathways. Aspen and Pitkin County continue to discuss the issue, while currently upholding the ban on EAB use on recpaths. Please visit the following links for articles:

http://www.denverpost.com/search/ci_16211614

Discussion

Why should Town Council consider this issue now? What would be the repercussions- good or bad- from allowing EAB's to operate on the Town's recpaths?

The EAB issue is salient due in part to Summit County Government's request that EAB's continue to be outlawed (and the prohibition presumably enforced) on Town recpaths to ensure consistent regulations throughout the countywide recpath network. Also, several local shops in Breckenridge and Frisco currently sell and rent EAB's, further forcing the issue.

Pros

Allowing EAB's on the recpath would allow more people easier access to the recpath system. Currently, several rental shops encourage people to ride downhill to Frisco, then return via the Summit Stage (limit two to three bikes per bus rack) or via a shuttle pickup. Although it is true that enforcement of an EAB policy could be challenging, the explicit EAB definition by both the state and federal governments provides clear direction to the retail shops considering selling or renting EAB's. Also, the speed governor currently required on EAB's ensures that the electrical pedal assist cuts off at 20 mph and high speeds resulting from the electrical assist is not a factor. By comparison, road bikes are already very capable of exceeding 20 mph on the recpath.

From a sustainability perspective, allowing EABs has the potential to provide a viable alternative to motor vehicle use, particularly during warmer months. Energy use for EAB's is considerably less than an automobile and they emit no local emissions. Not all of the local population or visitors are extremely fit and the boost provided by the electrical pedal assist could encourage a segment of the population to use non-motorized transportation and reduce motor vehicle trips in and around Town.

Cons

If EAB's were allowed on Town recpaths, conflicting recpath regulations in different jurisdictions could pose a management challenge for any enforcement efforts. Summit County Government is reluctant to examine and potentially alter its current EAB prohibition on the recpath system. However, perhaps the County might consider re-examining its position on EABs if towns such as Breckenridge and Frisco decided to allow EAB's on their recpaths. (Breckenridge's recpath jurisdiction ends approximately at the Fourmile Bridge and constitutes approximately 3.6 miles of the overall 56+ mile Summit County recpath system. See attached map.)

Allowing EAB's on the Town recpaths may encourage additional use on the recpath system by retail outlets selling and renting EAB's. Additional recpath use may cause congestion on an already busy recpath system. Also, some mechanically inclined EAB users could find ways to remove the speed governor on their EAB, prompting some higher speed use on the recpath.

If EAB's were continued to be outlawed on recpaths, enforcement of the prohibition would be consistent network-wide. Summit County Government would not be forced to examine or revise its current prohibition. Retail shops that rent or sell EAB's could be informed of the prohibition to discourage violations.

Conclusion

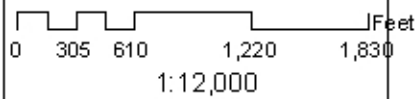
Staff seeks direction from Town Council regarding the use of EAB's on the Town recpath system. Any change to the current EAB policy would require a revision to the Town's accepted Model Traffic Code. I look forward to discussing this topic with you on Tuesday.



Town of Breckenridge Recpath Map

Legend

- Breckenridge Paved Pathways
- Town Streets
- 1, Welcome Ctr
- 2, Breck Station
- 3, Riverwalk Ctr
- 4, Recreation Ctr
- 5, Ice Arena



This map is for display purposes only. Do not use for legal conveyance. Not necessarily accurate by surveying standards and does not comply with the National Mapping Accuracy Standards.
 © 2010 Town of Breckenridge Open Space Division



Memo

To: Town Council
From: Julia Puester, AICP
Date: December 7, 2010 for meeting of December 14, 2010
Re: Economic Indicators

One of the priority recommendations of the Breckenridge Economic Development Advisory Committee (BEDAC) was to develop a system for monitoring economic indicators. Members of BEDAC, along with staff formed the Economic Indicators Task Force (EITF) to further develop the program. This monitoring effort has since been combined with Sustainable Breck efforts and related environmental indicators which are under development.

The purpose of the economic indicators monitoring is to track trends that would assist citizens, business owners and the Town in forecasting local economic activity. These indicators would be available on the Town website as an interactive feature which will be presented at the worksession.

After meeting with the Sustainability Task Force, the number of indicators were narrowed down to those most relevant to overall community interest. These indicators will be updated monthly and may develop or change over time. A sample of each indicator has been attached.

Indicators being monitored:

- S&P 500 and Real Estate Transfer Tax
- Unemployment-national, state, and county levels
- Occupancy rate, ADR, RevPAR, and 6 month forecast (via MTrip)
- Accommodation tax and sales tax relationship
- Town sales tax in comparison to other Colorado resort town sales tax revenues
- Real estate sales and foreclosure and distressed properties
- CDOT traffic count at Eisenhower tunnel and Highway 9 at Tiger Rd.
- CDOT Highway 9 traffic count and town sales tax
- Consumer Confidence Index

Staff will give a presentation at the December 14th worksession on how the indicators may be accessed through the website and be available for questions.

Consumer Confidence Index

(November 2010-Monitored Monthly)



The Consumer Confidence Index (CCI), which had increased in October, increased again in November. The Index for November is 54.1 (1985=100), up 4.2% over October.

Director of The Conference Board Consumer Research Center states: “Consumer confidence is now at its highest level in five months, a welcome sign as we enter the holiday season. Consumers’ assessment of the current state of the economy and job market, while only slightly better than last month, suggests the economy is still expanding, albeit slowly. Expectations, the main driver of this month’s increase in confidence, are now at the highest level since May (Exp. Index, 84.6). Hopefully, the improvement in consumers’ mood will continue in the months ahead.”

Summary

What is the Consumer Confidence Index (CCI)?

The Consumer Confidence Index (CCI) is an indicator which measures consumer confidence or how consumers feel regarding the economy by the activity of either saving and/or spending. Consumer confidence is a leading indicator of economic trends.

The U.S. CCI a monthly report by The Conference Board, an independent economic research organization, and is based on 5,000 households. Such measurement is indicative of consumption component level of the gross domestic product. The Federal Reserve looks at the CCI when determining interest rate changes, and it also affects stock market prices.

The Consumer Confidence Index is base lined at 1985=100. The Index is calculated each month based on a household survey of consumers' opinions on current conditions and future expectations of the economy.

What does the CCI tell us?

Some economists find that index changes of less than 5% are often dismissed as inconsequential, moves of 5% or more often indicates a change in the direction of the economy. An Index of 50 or more typically translates to a “good” level of consumer confidence and indicates an increase in consumer spending.

The Town will continue to monitor the CCI to provide information that may be useful in local business’ planning decisions.

Information Sources:

- Consumer Conference Board website:

<http://www.conference-board.org/data/consumerconfidence.cfm>

Real Estate Index within Breckenridge and Other Summit County Areas and County Comparisons

(September 2010 Monthly Data-courtesy of Land Title)



Real Estate Sales (excluding timeshares): September's Summit county real estate sales were down 2% from August and 4% from a 2009 YTD basis. Town sales were 9% down from August and 5% below YTD 2009. However, the Golf Course subdivision sales were up 8% over August. While Breckenridge real estate sales were 28% of the total sales countywide for the month, we see that the YTD sales for Breckenridge maintain a 33% market share of sales countywide.



Distressed Properties: YTD 2010 Breckenridge showed properties (**excluding timeshares**) which have started the foreclosure process at 35% of the total units which have begun the foreclosure process within Summit county. Due to the foreclosure process, these properties may sell at an accelerated rate and lower price per square foot in the short term.

Historical Summary

For the 5 county area, Summit has seen the most loss relative to the group registering only 16% of the 5 county sales volume YTD. This compares with a 19.9% share in 2009, 17.4% in 2008, 16.4% in 2007 and 17.8% in 2006. Breckenridge remains the dominant area for Summit sales with 49.9% YTD.

Real Estate Data

There are two sets of information attached- (1) a real estate market snapshot of areas within Summit County, including Breckenridge as a separate line item, and (2) Summit County comparisons to other mountain communities.

Please note that each county has a different basis for collecting recorded transactions. The Data is collected from Summit, Eagle, Garfield, Pitkin, and Routt County Clerk and Recorder's Office and Assessor's Office. Data is deemed reliable but not guaranteed.

Real Estate Market Snapshot of Breckenridge and other areas within Summit County

- Market Analysis by Area: \$ transactions and volume, # transactions, average price, median price, price per square foot. (separate Breckenridge counts)
- Year to Date 2010 Market Analysis by Area: \$ transactions and volume, # transactions, average price, median price, price per square foot. (separate

- Breckenridge counts)
- Average price of transactions in Summit County 2006-YTD 2010
- Local foreclosures

County Comparisons

Highlights by County

Summit: - 2nd lowest number of Bank Sales, Highest number of Multifamily transactions – along with a tangible upward trend in Average price per square foot (PPSF) for Multifamily. Also Average Price per unit (PPU) is showing upward movement from last period for Single Family.

Eagle: Highest Gross Volume numbers for 2010, also highest overall gross volume gain from 2009. There is tangible upward movement in the Multifamily Sector both in Average PPU & Average PPSF.

Garfield: Average PPSF and Average PPU for Single Family is up over the prior period (through the Second Quarter) which maybe showing the beginnings of some recovery. Gross Volume is still holding slightly up over last year.

Pitkin: Lowest number of Bank Sales. Also, highest average SF Price and MF Price among counties, also highest Average PPSF. (though all of these averages are lower than last year)

Routt: Highest Number of Transactions (due to a burst in Interval sales). Second highest gain in gross volume from 2009. Multifamily sales are in an upward trend both in Average PPU & Average PPSF.

- ❖ Comparison Charts- 4 charts: Number of Recorded Sales Transactions by County YTD 2010, Full Years 2009 through 2008, Full Year 2009 and YTD 2010 Average Price Per Square Foot Sales Summary for Single Family and Multi- Family Property Types , Average Sales Price: Single Family 2008 through YTD 2010 and Average Sales Price: Multi-Family 2008 through YTD 2010.
- ❖ Monthly Data-showing YTD Number of Transactions, Single Family Average Price Index, Multi- Family Average Price Index and Single Family- Multi-Family Average Price Per Square Foot Comparisons.
- ❖ Monthly Data for the Comparison Charts-Gross Volume Transaction Report for all Recorded Transactions from 2006 through YTD 2010, and Gross Transaction Report Summary with Year to Date Comparisons through YTD 2010 through 2004.

Information Source:

- Land Title Guarantee Company, 200 N. Ridge St., Breckenridge, CO 80424

September Market Analysis by Area

Summit County, Colorado

SEPTEMBER 2010

There were 5 Bank Sales in September 2010, totalling \$2,370,000 in Gross Volume, or \$474,000 per Unit . This accounts for 3.03% of the Overall Gross Volume in Sales.

Red Text indicates a drop compared to the prior month's value; Green Text indicates a rise, Black Text indicates no change, or no comparison value. Colored Text is not used for % Calculations.

Average PPSF is calculated for properties with available Square Footages

Average & Median Residential Price & PPSF Includes: Statistically Viable Sales Only.

Area	\$ Volume Transactions	% of \$ Volume	# of Transactions	% of Transactions	Average \$ Transaction Price	Median \$ Transaction Price	Average \$ Residential Price	Median \$ Residential Price	Average \$ Residential PPSF
Blue River & South to County Line	\$2,262,300	3%	5	3%	\$452,460	\$505,000	\$527,500	\$552,500	\$ 170
Breckenridge	\$17,911,800	23%	30	20%	\$597,060	\$480,000	\$596,077	\$480,000	\$ 394
Breckenridge Golf Course	\$9,535,000	12%	12	8%	\$794,583	\$517,500	\$1,108,125	\$797,500	\$ 378
Central Summit County (non-town)	\$0	0%	0	0%	\$0	\$0	\$0	\$0	\$ -
Copper Mountain	\$5,553,300	7%	10	7%	\$555,330	\$340,000	\$555,330	\$340,000	\$ 421
Corinthian Hills & Summerwood	\$1,229,500	2%	2	1%	\$614,750	dna	\$614,750	dna	\$ 228
Dillon Town & Lake	\$3,113,000	4%	3	2%	\$1,037,667	\$295,000	\$261,000	\$295,000	\$ 251
Dillon Valley	\$695,500	1%	3	2%	\$231,833	\$105,000	\$231,833	\$105,000	\$ 164
Farmers Corner	\$0	0%	0	0%	\$0	dna	\$0	\$0	\$ -
Frisco	\$8,658,500	11%	16	11%	\$541,156	\$496,250	\$579,536	\$516,250	\$ 333
Heeney	\$415,000	1%	2	1%	\$207,500	dna	\$391,500	dna	\$ 207
Keystone	\$13,616,000	17%	33	22%	\$412,606	\$325,000	\$433,419	\$350,000	\$ 334
Montezuma	\$460,000	1%	1	1%	\$460,000	dna	\$460,000	dna	\$ 421
North Summit County (rural)	\$0	0%	0	0%	\$0	\$0	\$0	\$0	\$ -
Peak 7	\$0	0%	0	0%	\$0	\$0	\$0	\$0	\$ -
Silverthorne	\$8,415,000	11%	15	10%	\$561,000	\$590,000	\$594,875	\$590,000	\$ 245
Summit Cove	\$1,309,600	2%	3	2%	\$436,533	\$395,000	\$436,533	\$395,000	\$ 205
Wilderness	\$1,333,900	2%	5	3%	\$266,780	\$235,000	\$266,780	\$235,000	\$ 227
Woodmoor	\$2,379,000	3%	2	1%	\$1,189,500	dna	\$1,189,500	dna	\$ 280
Quit Claim Deeds	\$1,341,000	2%	7	5%	\$191,571	\$135,000	\$0	\$0	\$ -
TOTAL	\$78,228,400	100%	149	100%	\$541,461	\$410,000	\$573,010	\$437,000	\$ 328

Please note: The above figures do not include time share interests or refinance transactions. Average & Median price calculations do not include Quit Claim Deed transactions.

Calculations are an unofficial tabulation of Summit County records that are believed to be reasonably accurate but are not guaranteed.

Land Title Guarantee

Breckenridge.Frisco.Dillon
Brooke Roberts - broberts@ltgc.com
970.453.2255



Dillon Land Title

256 Dillon Ridge
Dillon, CO 80435

970.262.1883

Frisco Land Title

60 Main Street
Frisco, CO 80443

970.668.2205

Breckenridge Land Title

200 North Ridge Street
Breckenridge, CO 80424

970.453.2255

BUY LOCAL



This report is provided to you Compliments of Land Title Guarantee Company, proudly serving our Community for over 40 Years.
Copyright 2010. All Rights Reserved.

September Market Analysis by Area

Summit County, Colorado

YEAR-TO-DATE 2010: THROUGH SEPTEMBER 30th, 2010

There have been 29 Bank Sales YTD through September 2010, totalling \$12,821,600 in Gross Volume, or \$442,124 per Unit . This accounts for 2.63% of the Overall Gross Volume in Sales.

Average PPSF is calculated for properties with available Square Footages

Average & Median Residential Price & PPSF Includes: Statistically Viable Sales Only.

Area	\$ Volume Transactions	% of \$ Volume	# of Transactions	% of Transactions	Average \$ Transaction Price	Median \$ Transaction Price	Average \$ Residential Price	Median \$ Residential Price	Average \$ Residential PPSF
Blue River & South to County Line	\$20,618,100	4%	49	6%	\$420,778	\$415,000	\$532,091	\$590,000	\$ 237
Breckenridge	\$180,057,700	37%	213	24%	\$845,341	\$535,000	\$745,373	\$540,000	\$ 475
Breckenridge Golf Course	\$48,261,900	10%	75	9%	\$643,492	\$396,700	\$1,039,978	\$965,000	\$ 322
Central Summit County (non-town)	\$0	0%	0	0%	\$0	\$0	\$0	\$0	\$ -
Copper Mountain Less Ski Area Sale	\$15,665,800	3%	28	3%	\$559,493	\$401,750	\$594,185	\$418,750	\$ 430
Corinthian Hills & Summerwood	\$3,684,000	1%	7	1%	\$526,286	\$437,000	\$622,900	\$650,000	\$ 244
Dillon Town & Lake	\$9,315,000	2%	22	3%	\$423,409	\$292,500	\$454,211	\$299,300	\$ 281
Dillon Valley	\$5,417,800	1%	27	3%	\$200,659	\$163,500	\$206,946	\$405,000	\$ 200
Farmers Corner	\$1,586,300	0%	4	0%	\$396,575	\$385,650	\$417,100	\$429,000	\$ 241
Frisco	\$47,413,200	10%	98	11%	\$483,808	\$394,500	\$498,524	\$405,000	\$ 302
Heeney	\$1,700,000	0%	9	1%	\$188,889	\$107,000	\$281,875	\$310,750	\$ 276
Keystone	\$45,223,715	9%	119	14%	\$380,031	\$300,000	\$405,542	\$330,000	\$ 338
Montezuma	\$600,000	0%	2	0%	\$300,000	dna	\$460,000	dna	\$ 421
North Summit County (rural)	\$3,355,000	1%	7	1%	\$479,286	\$385,000	\$594,000	\$500,000	\$ 183
Peak 7	\$5,248,200	1%	9	1%	\$583,133	\$579,000	\$583,133	\$579,000	\$ 221
Silverthorne	\$53,917,800	11%	81	9%	\$665,652	\$530,000	\$688,177	\$590,000	\$ 253
Summit Cove	\$12,099,800	2%	28	3%	\$432,136	\$392,500	\$493,992	\$515,950	\$ 225
Wilderness	\$23,603,800	5%	65	7%	\$363,135	\$310,000	\$363,998	\$309,500	\$ 256
Woodmoor	\$7,866,900	2%	13	1%	\$605,146	\$560,000	\$691,991	\$735,000	\$ 244
Quit Claim Deeds	\$2,127,600	0%	14	2%	\$151,971	\$123,350	\$0	\$0	\$ -
TOTAL	\$487,762,615	100%	870	100%	\$567,331	\$395,350	\$581,560	\$440,000	\$ 337

Please note: The above figures do not include time share interests or refinance transactions. Average & Median price calculations do not include Quit Claim Deed transactions.

Calculations are an unofficial tabulation of Summit County records that are believed to be reasonably accurate but are not guaranteed.

Land Title Guarantee

Breckenridge.Frisco.Dillon
Brooke Roberts - broberts@ltgc.com
970.453.2255



Dillon Land Title

256 Dillon Ridge
Dillon, CO 80435

970.262.1883

Frisco Land Title

60 Main Street
Frisco, CO 80443

970.668.2205

Breckenridge Land Title

200 North Ridge Street
Breckenridge, CO 80424

970.453.2255

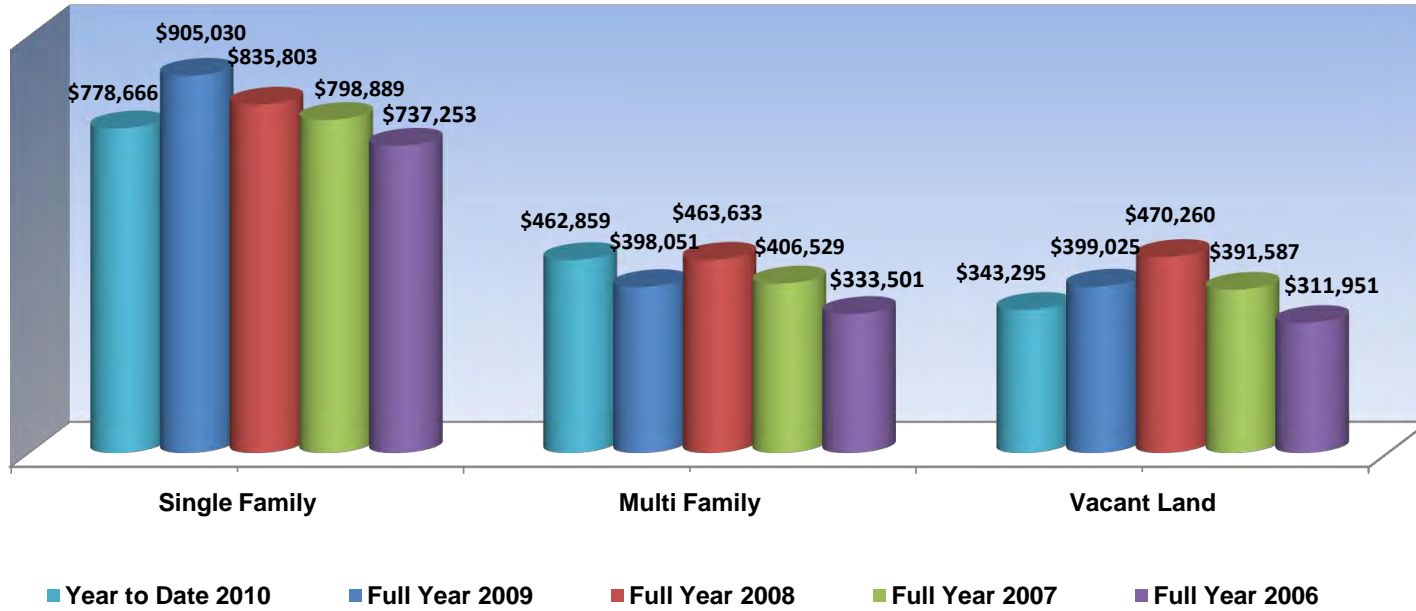
BUY LOCAL



This report is provided to you Compliments of Land Title Guarantee Company, proudly serving our Community for over 40 Years.
Copyright 2010. All Rights Reserved.

September 2010 Average Price History for Real Estate Transactions in Summit County, Colorado: 2006 through Year-to-Date 2010

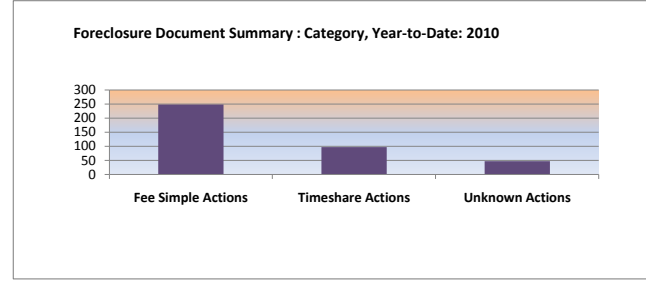
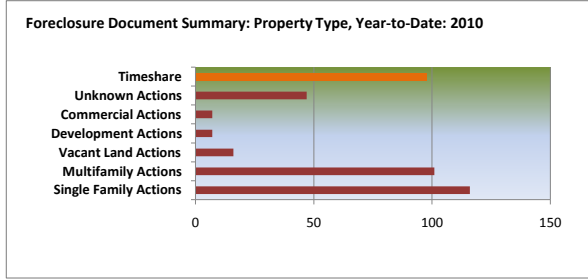
Land Title Guarantee
 Breckenridge.Frisco.Dillon
 Brooke Roberts
 970.453.2255
 broberts@ltgc.com



This report is provided to you Compliments of Land Title Guarantee Company, proudly serving our Community for over 40 Years.
 Copyright 2010. All Rights Reserved.

YEAR-TO-DATE SUMMARY OF FORECLOSURE ACTIONS: September Edition

Property Foreclosure Summary:	
Fee Simple Actions	248
Timeshare Actions	97
Unknown Actions	47
Property Type Breakdown:	
Single Family Actions	116
Multifamily Actions	101
Vacant Land Actions	16
Development Actions	7
Commercial Actions	7
Unknown Actions	47
Timeshare	98

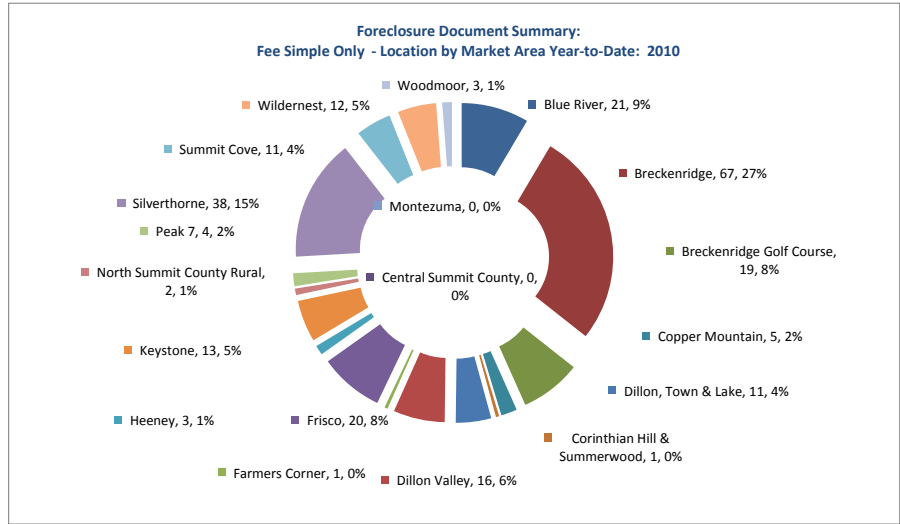
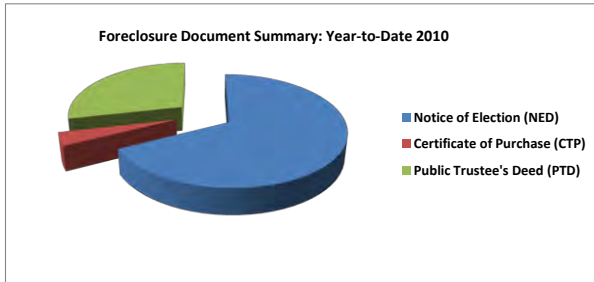


Location Summary: ALL TYPES	
Blue River	21
Breckenridge	164
Breckenridge Golf Course	19
Central Summit County	0
Copper Mountain	5
Corinthian Hill & Summerwoo	1
Dillon, Town & Lake	11
Dillon Valley	16
Farmers Corner	1
Frisco	20
Heeney	3
Keystone	10
Montezuma	0
North Summit County Rural	3
Peak 7	4
Silverthorne	38
Summit Cove	11
Wilderness	12
Woodmoor	3

Location Summary: Fee Simple Only	
Blue River	21
Breckenridge	67
Breckenridge Golf Course	19
Central Summit County	0
Copper Mountain	5
Corinthian Hill & Summerwo	1
Dillon, Town & Lake	11
Dillon Valley	16
Farmers Corner	1
Frisco	20
Heeney	3
Keystone	13
Montezuma	0
North Summit County Rural	2
Peak 7	4
Silverthorne	38
Summit Cove	11
Wilderness	12
Woodmoor	3

* Location Summaries do not include recordings with Unknown Legal Descriptions

Document Summary:	
Notice of Election (NED)	265
Certificate of Purchase (CTP)	15
Public Trustee's Deed (PTD)	112



Land Title Guarantee
 Breckenridge.Frisco.Dillon
 Brooke Roberts
 970.453.2255
 broberts@ltgc.com



Frisco Land Title
 60 Main Street
 Frisco, CO 80443
 970.668.2205

Dillon Land Title
 256 Dillon Ridge
 Dillon, CO 80435
 970.262.1883

Breckenridge Land Title
 200 North Ridge Street
 Breckenridge, CO 80424
 970.453.2255

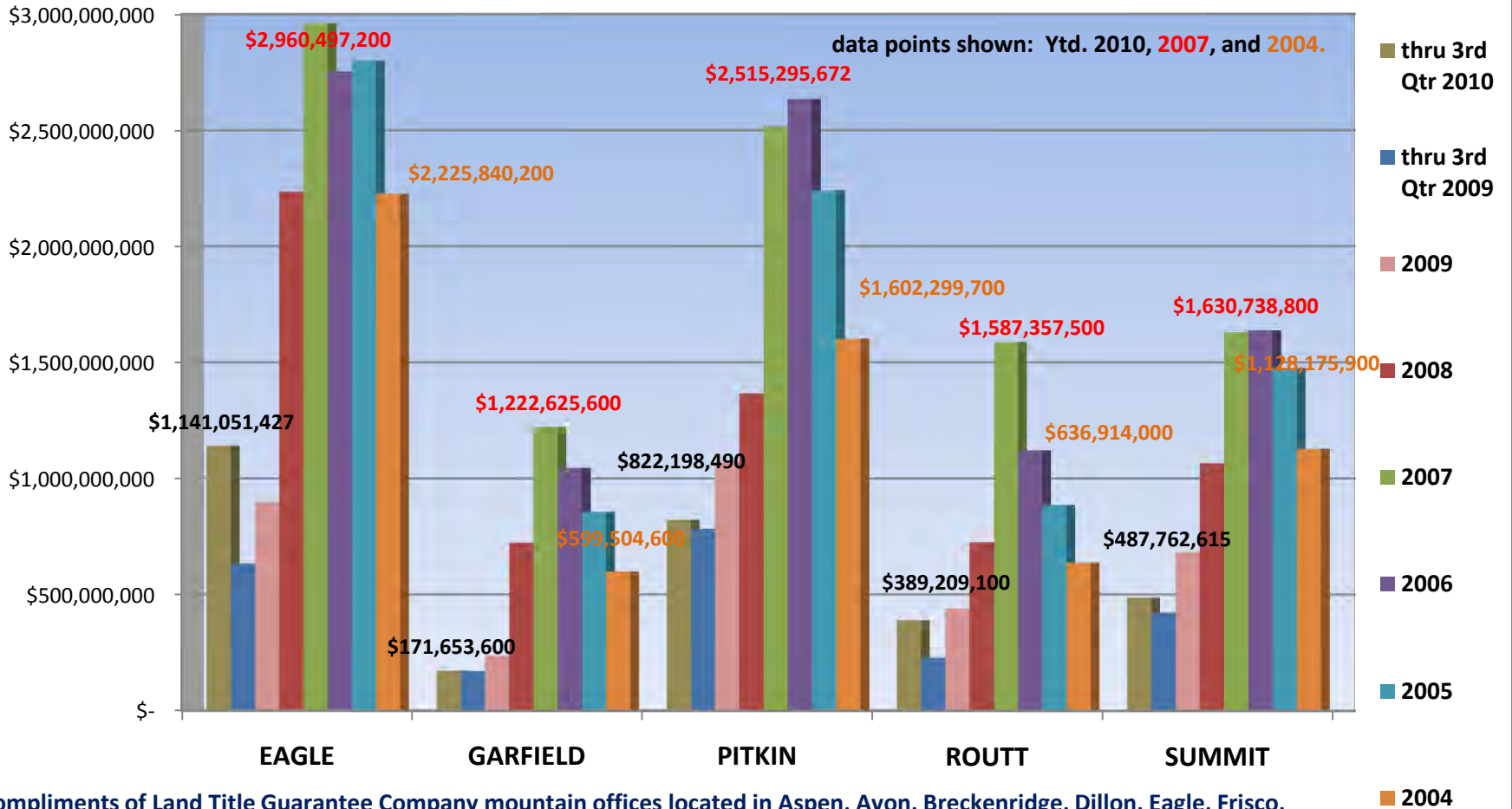


This report is provided to you Compliments of Land Title Guarantee Company, proudly serving our Community for over 40 Years.
 Copyright 2010. All Rights Reserved.

Gross Sales Transaction Summary: All Transactions Recorded from 2004 through the Third Quarter 2010

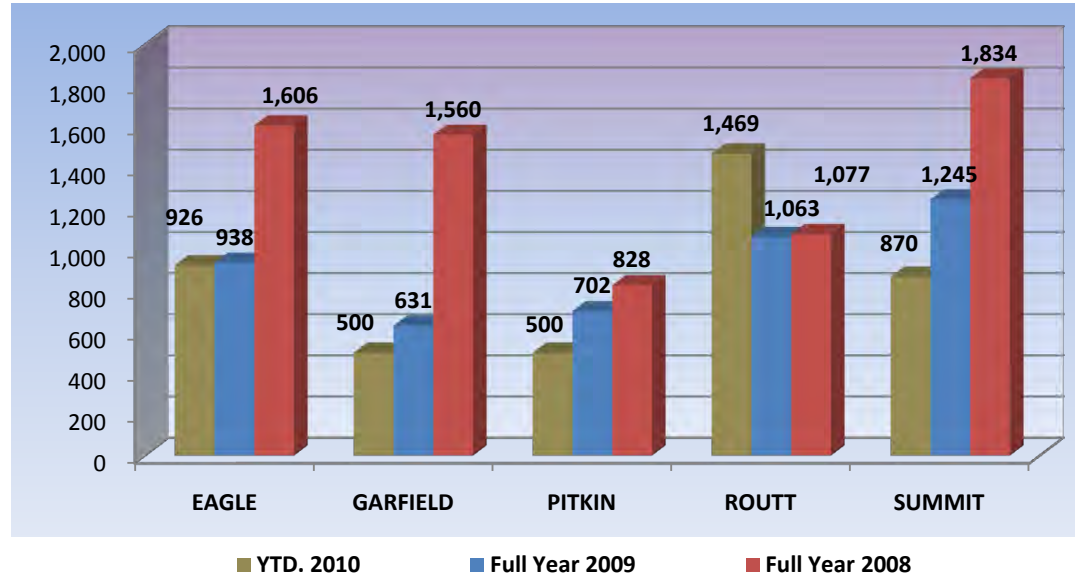


Eagle, Garfield, Pitkin, Routt & Summit County Gross Recorded Real Estate Sales Volume - All Transactions*
 *Pitkin County & Routt County include Interval/Timeshare transactions in Gross Volume

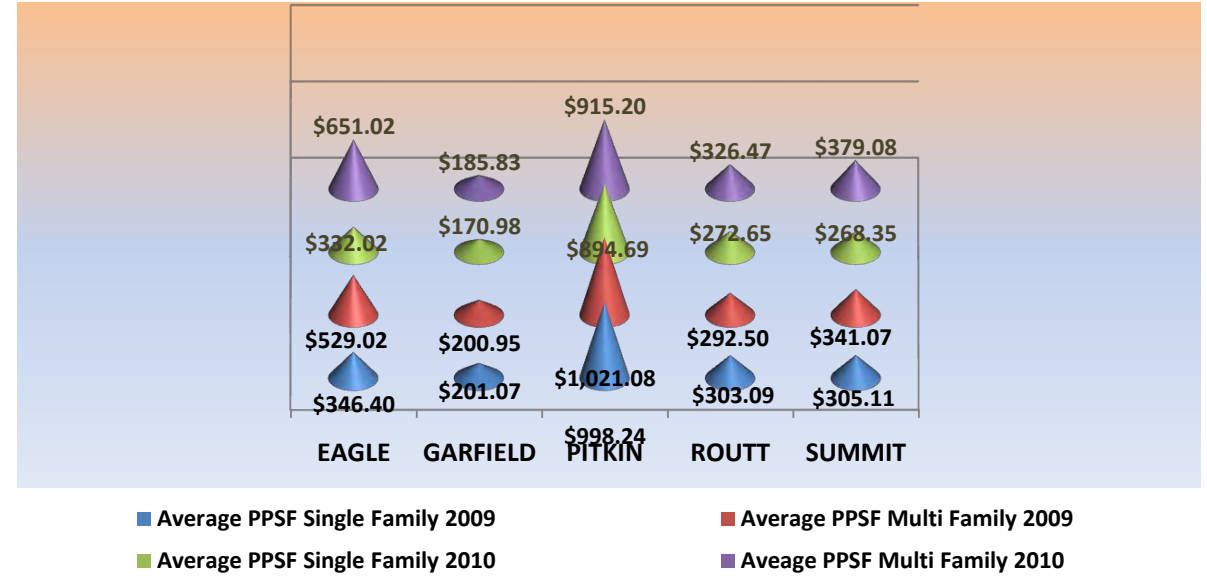


Compliments of Land Title Guarantee Company mountain offices located in Aspen, Avon, Breckenridge, Dillon, Eagle, Frisco, Glenwood Springs, Steamboat Springs & Vail.
 Copyright 2010, All Rights Reserved.

**Number of Recorded Sales Transactions by County:
2008 through YTD: Third Quarter 2010**



**2009 vs. through YTD: Third Quarter 2010 Average Price Per Square Foot Sales Summary:
Single Family and Multi-Family Property Types**



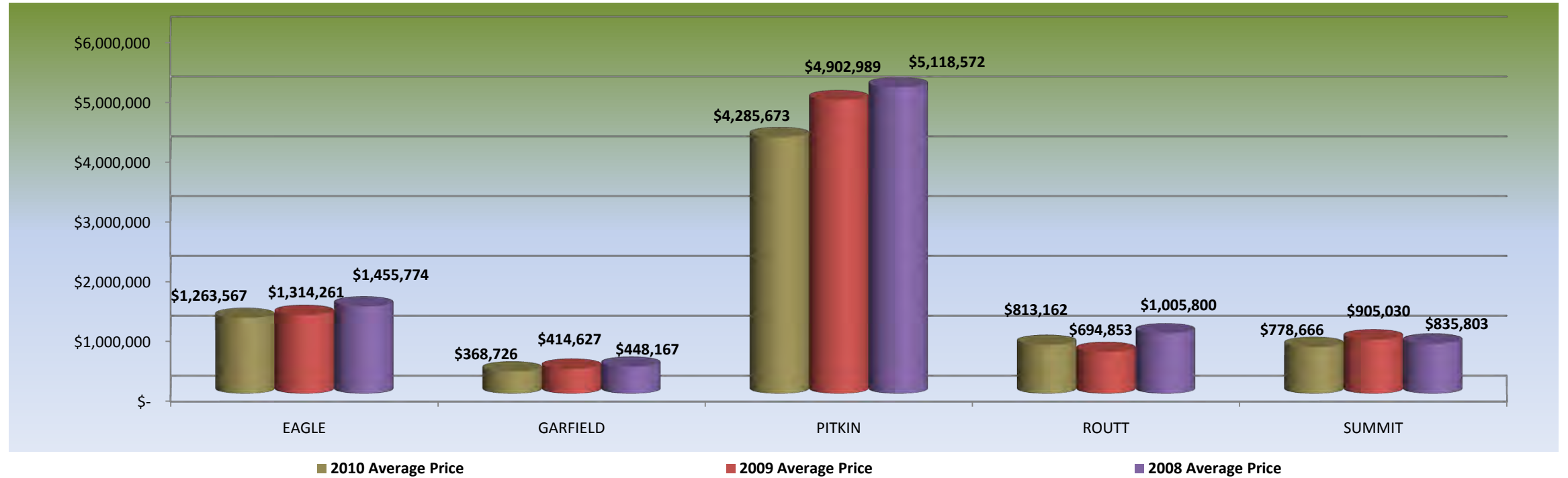
Compliments of Land Title Guarantee Company Mountain offices located in Aspen, Avon, Breckenridge, Dillon, Eagle, Frisco, Glenwood Springs, Steamboat Springs & Vail.

Copyright 2010, All Rights Reserved.



Average Sales Price for Single Family Residences by County: 2008 through YTD: Third Quarter 2010

Compliments of Land Title Guarantee Company, Copyright 2010, All Rights Reserved



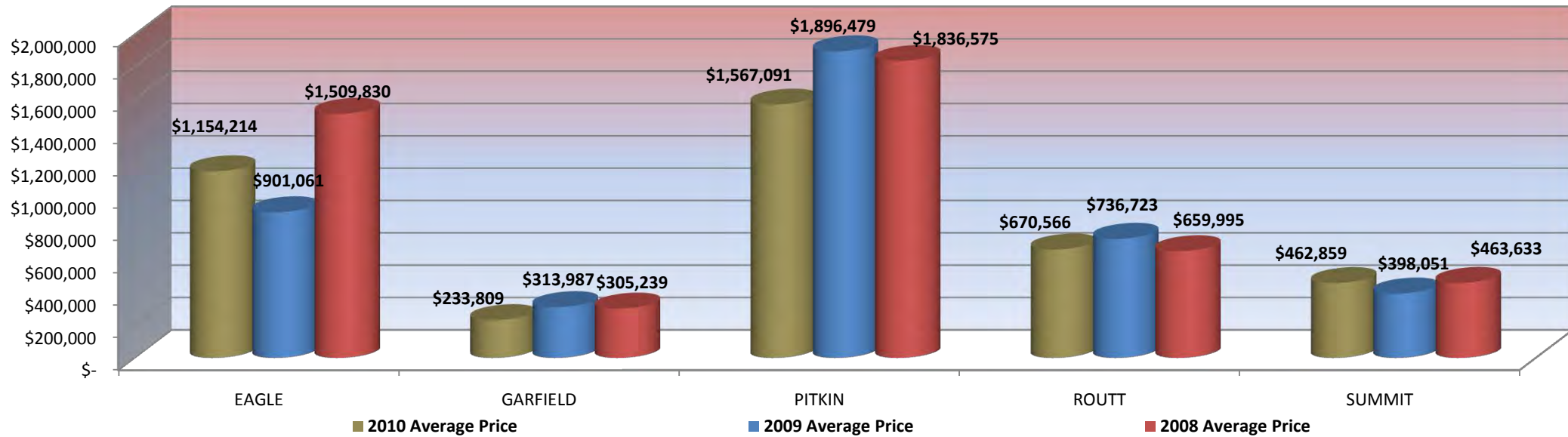
Compliments of Land Title Guarantee Company Mountain offices located in Aspen, Avon, Breckenridge, Dillon, Eagle, Frisco, Glenwood Springs, Steamboat Springs & Vail.

Copyright 2010, All Rights Reserved.



Average Sales Price for Multi-Family Residences by County: 2008 through YTD: Third Quarter 2010

Compliments of Land Title Guarantee, Copyright 2010, All Rights Reserved



Compliments of Land Title Guarantee Company Mountain offices located in Aspen, Avon, Breckenridge, Dillon, Eagle, Frisco, Glenwood Springs, Steamboat Springs & Vail.

Copyright 2010, All Rights Reserved.



Year-to-Date: Through Third Quarter 2010 Number of Transactions: % Overall number of transactions shows each county's percentage of the total gross volume transacted.						
County:	# Trans. YTD: 2010	% Overall # Trans. YTD. 2010	# Trans. 2009	% Overall # Trans. 2009	# Trans. 2008	% Overall # Trans. 2008
EAGLE	926	21.71%	938	20.48%	1,606	23.26%
GARFIELD	500	11.72%	631	13.78%	1,560	22.59%
PITKIN	500	11.72%	702	15.33%	828	11.99%
ROUTT	1,469	34.44%	1,063	23.21%	1,077	15.60%
SUMMIT	870	20.40%	1,245	27.19%	1,834	26.56%
Grand Total:	4,265	100.00%	4,579	100.00%	6,905	100.00%

*Routt County and Pitkin County Transactions include Interval/Timeshare Recordings for 2010, 2009 & 2008. See your Individual County Breakdowns for additional clarification.

Single Family Average Price Index: % Gross number of Transactions shows the percentage of Gross Volume accounted for by Single Family Sales.										
County:	Average Price YTD. 2010	Average Price Rank: 2010	# Trans YTD. 2010	% Gross # Trans: YTD. 2010	Average Price 2009	# Trans 2009	% Gross # Trans: 2009	Average Price 2008	# Trans: 2008	% Gross # Trans: 2008
EAGLE	\$ 1,263,567	2	313	33.80%	\$ 1,314,261	238	25.37%	\$ 1,455,774	479	29.83%
GARFIELD	\$ 368,726	5	337	67.40%	\$ 414,627	264	41.84%	\$ 448,167	800	51.28%
PITKIN	\$ 4,285,673	1	100	20.00%	\$ 4,902,989	73	10.40%	\$ 5,118,572	130	15.70%
ROUTT	\$ 813,162	3	133	9.05%	\$ 694,853	109	10.25%	\$ 1,005,800	209	19.41%
SUMMIT	\$ 778,666	4	271	31.15%	\$ 905,030	242	19.44%	\$ 835,803	470	25.63%

Multi Family Average Price Index: % Gross number of Transactions shows the percentage of Gross Volume accounted for Multi-Family Sales										
County:	Average Price YTD. 2010	Average Price Rank: 2010	# Trans YTD. 2010	% Gross # Trans: YTD. 2010	Average Price 2009	# Trans 2009	% Gross # Trans: 2009	Average Price 2008	# Trans: 2008	% Gross # Trans: 2008
EAGLE	\$ 1,154,214	2	445	48.06%	\$ 901,061	238	25.37%	\$ 1,509,830	512	31.88%
GARFIELD	\$ 233,809	5	44	8.80%	\$ 313,987	64	10.14%	\$ 305,239	259	16.60%
PITKIN	\$ 1,567,091	1	103	20.60%	\$ 1,896,479	90	12.82%	\$ 1,836,575	245	29.59%
ROUTT	\$ 670,566	3	206	14.02%	\$ 736,723	121	11.38%	\$ 659,995	328	30.45%
SUMMIT	\$ 462,859	4	450	51.72%	\$ 398,051	385	30.92%	\$ 463,633	1000	54.53%

Single Family & Multi Family Average Price Per Square Foot Comparison						
County:	YTD. 2010 Average Single Family PPSF	YTD. 2010 Average Multi Family PPSF	2009 Average Single Family PPSF	2009 Average Multi Family PPSF	% Change YTD. 2010 vs. 2009 Single Family PPSF	% Change YTD. 2010 vs. 2009 Multi Family PPSF
EAGLE	\$332.02	\$651.02	\$346.40	\$529.02	-4.15%	23.06%
GARFIELD	\$170.98	\$185.83	\$201.07	\$200.95	-14.96%	-7.52%
PITKIN	\$894.69	\$915.20	\$998.24	\$1,021.08	-10.37%	-10.37%
ROUTT	\$272.65	\$326.47	\$303.09	\$292.50	-10.04%	11.61%
SUMMIT	\$268.35	\$379.08	\$305.11	\$341.07	-12.05%	11.14%

Number of Bank Sales Transactions						
County:	# Bank Trans. YTD: 2010	% Overall # Trans. YTD. 2010	# Bank Trans. 2009	% Overall # Trans. 2009	# Bank Trans. 2008	% Overall # Trans. 2008
EAGLE	66	7.13%	17	1.81%	4	0.25%
GARFIELD	77	15.40%	23	3.65%	6	0.38%
PITKIN	8	1.60%	6	0.85%	0	0.00%
ROUTT	48	3.27%	21	1.98%	1	0.09%
SUMMIT	29	3.33%	14	1.12%	2	0.11%
Grand Total:	228	5.35%	81	1.77%	13	0.19%

Data is collected from the Eagle, Garfield, Pitkin, Routt & Summit County Clerk & Recorder's Office & Assessor's Office. Data is deemed reliable but not guaranteed.

RED TEXT SHOWS A DECLINE VS. THE PREVIOUS ENTRY - GREEN TEXT SHOWS A RISE VS. THE PREVIOUS ENTRY:



Compliments of Land Title Guarantee Company mountain offices located in Aspen, Avon, Breckenridge, Dillon, Eagle, Frisco, Glenwood Springs, Steamboat Springs & Vail.

Copyright 2010, All Rights Reserved.



Monthly Gross Volume Transaction Report - All Recorded Transactions *

2010	Jan.	Feb.	Mar.	Apr.	May.	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Total by County
EAGLE	\$ 86,864,200	\$ 100,161,634	\$ 131,701,100	\$ 130,653,350	\$ 124,810,690	\$ 141,821,150	\$ 88,131,800	\$ 101,212,200	\$ 235,695,303				\$ 1,141,051,427
GARFIELD	\$ 11,461,500	\$ 12,503,900	\$ 24,342,200	\$ 21,940,200	\$ 17,487,500	\$ 20,376,300	\$ 24,709,600	\$ 21,049,700	\$ 17,782,700				\$ 171,653,600
PITKIN	\$ 55,349,360	\$ 49,136,999	\$ 103,247,244	\$ 168,793,594	\$ 81,899,335	\$ 115,390,224	\$ 74,155,436	\$ 74,470,199	\$ 99,756,099				\$ 822,198,490
ROUTT	\$ 49,807,800	\$ 32,234,900	\$ 43,661,200	\$ 53,646,200	\$ 40,211,100	\$ 35,689,200	\$ 36,925,400	\$ 46,343,500	\$ 50,689,800				\$ 389,209,100
SUMMIT	\$ 30,051,500	\$ 36,036,515	\$ 37,425,700	\$ 40,792,200	\$ 63,039,000	\$ 83,871,000	\$ 38,565,100	\$ 79,753,200	\$ 78,228,400				\$ 487,762,615
Grand Total:	\$ 233,534,360	\$ 230,073,948	\$ 340,377,444	\$ 415,825,544	\$ 327,447,625	\$ 397,147,874	\$ 262,487,336	\$ 322,828,799	\$ 482,152,302	\$ -	\$ -	\$ -	\$ 3,011,875,232

2009	Jan.	Feb.	Mar.	Apr.	May.	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Total by County
EAGLE	\$ 40,487,500	\$ 56,760,800	\$ 59,372,400	\$ 57,947,000	\$ 70,751,600	\$ 95,286,400	\$ 59,677,500	\$ 91,791,200	\$ 100,847,572	\$ 96,167,100	\$ 82,428,395	\$ 86,926,716	\$ 898,444,183
GARFIELD	\$ 16,624,800	\$ 14,143,900	\$ 10,759,800	\$ 20,680,100	\$ 15,653,500	\$ 28,415,500	\$ 24,760,700	\$ 21,537,650	\$ 17,315,200	\$ 18,898,900	\$ 13,072,600	\$ 34,301,900	\$ 236,164,550
PITKIN	\$ 115,936,999	\$ 106,356,206	\$ 46,906,531	\$ 74,009,706	\$ 64,477,218	\$ 63,784,489	\$ 126,622,273	\$ 56,984,673	\$ 128,180,662	\$ 126,613,840	\$ 81,433,876	\$ 81,241,755	\$ 1,072,548,228
ROUTT	\$ 23,760,700	\$ 12,071,300	\$ 19,894,200	\$ 27,469,200	\$ 17,799,200	\$ 30,581,700	\$ 35,618,400	\$ 33,040,500	\$ 27,238,500	\$ 39,111,000	\$ 89,994,700	\$ 83,194,900	\$ 439,774,300
SUMMIT	\$ 32,813,600	\$ 27,246,500	\$ 37,878,500	\$ 37,792,900	\$ 63,752,300	\$ 34,049,300	\$ 47,401,000	\$ 60,975,000	\$ 81,015,200	\$ 92,709,100	\$ 64,690,000	\$ 102,685,700	\$ 683,009,100
Grand Total:	\$ 229,623,599	\$ 216,578,706	\$ 174,811,431	\$ 217,898,906	\$ 232,433,818	\$ 252,117,389	\$ 294,079,873	\$ 264,329,023	\$ 354,597,134	\$ 373,499,940	\$ 331,619,571	\$ 388,350,971	\$ 3,329,940,361

2008	Jan.	Feb.	Mar.	Apr.	May.	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Total by County
EAGLE	\$ 124,253,400	\$ 207,081,600	\$ 228,388,700	\$ 137,700,500	\$ 158,543,900	\$ 188,121,300	\$ 243,432,100	\$ 211,288,800	\$ 169,448,700	\$ 167,365,200	\$ 174,144,400	\$ 225,150,500	\$ 2,234,919,100
GARFIELD	\$ 69,205,900	\$ 102,818,300	\$ 48,078,900	\$ 85,697,500	\$ 61,858,400	\$ 72,589,200	\$ 68,893,800	\$ 56,415,900	\$ 55,872,200	\$ 35,180,900	\$ 28,896,600	\$ 37,660,100	\$ 723,167,700
PITKIN	\$ 127,200,000	\$ 131,485,356	\$ 99,420,211	\$ 135,416,272	\$ 114,382,832	\$ 108,918,961	\$ 124,468,744	\$ 160,520,602	\$ 100,587,424	\$ 86,525,189	\$ 64,790,663	\$ 112,026,684	\$ 1,365,742,938
ROUTT	\$ 80,775,200	\$ 59,799,800	\$ 52,278,700	\$ 67,237,500	\$ 68,152,000	\$ 101,755,200	\$ 71,139,100	\$ 58,864,100	\$ 37,364,200	\$ 49,635,100	\$ 37,955,800	\$ 40,144,500	\$ 725,101,200
SUMMIT	\$ 85,497,600	\$ 64,539,900	\$ 95,396,600	\$ 94,201,300	\$ 95,667,500	\$ 92,536,900	\$ 80,686,100	\$ 92,825,200	\$ 127,090,100	\$ 118,230,800	\$ 58,002,400	\$ 61,054,700	\$ 1,065,729,100
Grand Total:	\$ 486,932,100	\$ 565,724,956	\$ 523,563,111	\$ 520,253,072	\$ 498,604,632	\$ 563,921,561	\$ 588,619,844	\$ 579,914,602	\$ 490,362,624	\$ 456,937,189	\$ 363,789,863	\$ 476,036,484	\$ 6,114,660,038

2007	Jan.	Feb.	Mar.	Apr.	May.	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Total by County
EAGLE	\$ 173,416,500	\$ 253,057,700	\$ 266,688,300	\$ 233,926,100	\$ 301,894,600	\$ 332,660,200	\$ 190,341,400	\$ 313,687,200	\$ 260,515,200	\$ 215,096,100	\$ 216,475,200	\$ 202,738,700	\$ 2,960,497,200
GARFIELD	\$ 92,346,900	\$ 53,852,300	\$ 93,135,200	\$ 98,420,300	\$ 121,937,600	\$ 106,104,300	\$ 157,463,100	\$ 103,403,600	\$ 94,217,300	\$ 104,331,100	\$ 72,937,800	\$ 124,476,100	\$ 1,222,625,600
PITKIN	\$ 253,209,100	\$ 192,612,800	\$ 314,055,100	\$ 199,652,800	\$ 283,447,100	\$ 185,157,053	\$ 162,282,203	\$ 204,482,116	\$ 242,000,100	\$ 183,364,750	\$ 107,699,050	\$ 187,333,500	\$ 2,515,295,672
ROUTT	\$ 100,388,000	\$ 74,817,700	\$ 141,794,800	\$ 154,031,800	\$ 205,527,100	\$ 151,501,800	\$ 176,003,400	\$ 152,660,300	\$ 132,588,800	\$ 100,504,000	\$ 89,777,000	\$ 107,762,800	\$ 1,587,357,500
SUMMIT	\$ 82,933,400	\$ 88,392,000	\$ 92,555,500	\$ 133,878,100	\$ 158,745,300	\$ 141,802,500	\$ 138,251,700	\$ 186,302,600	\$ 168,704,900	\$ 146,546,900	\$ 156,934,000	\$ 135,691,900	\$ 1,630,738,800
Grand Total:	\$ 702,293,900	\$ 662,732,500	\$ 908,228,900	\$ 819,909,100	\$ 1,071,551,700	\$ 917,225,853	\$ 824,341,803	\$ 960,535,816	\$ 898,026,300	\$ 749,842,850	\$ 643,823,050	\$ 758,003,000	\$ 9,916,514,772

2006	Jan.	Feb.	Mar.	Apr.	May.	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Total by County
EAGLE	\$ 138,340,500	\$ 149,697,700	\$ 238,965,700	\$ 183,511,300	\$ 257,872,000	\$ 277,390,500	\$ 214,424,600	\$ 258,099,400	\$ 259,621,200	\$ 228,350,800	\$ 298,677,400	\$ 249,220,500	\$ 2,754,171,600
GARFIELD	\$ 53,279,100	\$ 41,301,100	\$ 87,858,300	\$ 96,372,600	\$ 66,939,000	\$ 89,135,600	\$ 100,260,500	\$ 101,278,900	\$ 91,258,700	\$ 85,807,900	\$ 127,843,600	\$ 104,042,100	\$ 1,045,377,400
PITKIN	\$ 115,041,800	\$ 120,991,200	\$ 229,999,495	\$ 209,745,400	\$ 204,616,000	\$ 374,564,400	\$ 156,110,700	\$ 230,672,700	\$ 231,032,300	\$ 289,639,700	\$ 232,286,000	\$ 240,467,800	\$ 2,635,167,495
ROUTT	\$ 47,741,500	\$ 48,469,000	\$ 76,032,100	\$ 68,152,500	\$ 88,595,100	\$ 93,477,400	\$ 102,809,200	\$ 101,555,363	\$ 133,075,900	\$ 124,721,400	\$ 138,544,400	\$ 97,862,200	\$ 1,121,036,063
SUMMIT	\$ 85,701,700	\$ 76,698,900	\$ 108,018,500	\$ 110,949,200	\$ 137,133,800	\$ 162,725,600	\$ 122,097,500	\$ 130,811,400	\$ 219,939,000	\$ 188,770,200	\$ 138,233,900	\$ 156,795,100	\$ 1,637,874,800
Grand Total:	\$ 440,104,600	\$ 437,157,900	\$ 740,874,095	\$ 639,297,400	\$ 784,589,500	\$ 997,293,500	\$ 695,702,500	\$ 822,417,763	\$ 934,927,100	\$ 917,290,000	\$ 935,585,300	\$ 848,387,700	\$ 9,193,627,358

Gross Transaction Report Summary & Year-To-Date Comparison: Through Third Quarter 2010

County:	YTD: 2010	Same Period: 2009	YTD % Change 2010 vs. 2009	Full Year 2009	Full Year 2008	Full Year 2007	Full Year 2006	Full Year 2005	Full Year 2004
EAGLE	\$ 1,141,051,427	\$ 632,921,972	80.28%	\$ 898,444,183	\$ 2,234,919,100	\$ 2,960,497,200	\$ 2,754,171,600	\$ 2,800,249,502	\$ 2,225,840,200
GARFIELD	\$ 171,653,600	\$ 169,891,150	1.04%	\$ 236,164,550	\$ 723,167,700	\$ 1,222,625,600	\$ 1,045,377,400	\$ 855,966,600	\$ 599,504,600
PITKIN	\$ 822,198,490	\$ 783,258,757	4.97%	\$ 1,072,548,228	\$ 1,365,742,938	\$ 2,515,295,672	\$ 2,635,167,495	\$ 2,240,931,000	\$ 1,602,299,700
ROUTT	\$ 389,209,100	\$ 227,473,700	71.10%	\$ 439,774,300	\$ 725,101,200	\$ 1,587,357,500	\$ 1,121,036,063	\$ 885,907,100	\$ 636,914,000
SUMMIT	\$ 487,762,615	\$ 422,924,300	15.33%	\$ 683,009,100	\$ 1,065,729,100	\$ 1,630,738,800	\$ 1,637,874,800	\$ 1,474,997,499	\$ 1,128,175,900
Grand Total:	\$ 3,011,875,232	\$ 2,236,469,879	34.67%	\$ 3,329,940,361	\$ 6,114,660,038	\$ 9,916,514,772	\$ 9,193,627,358	\$ 8,258,051,701	\$ 6,192,734,400

Compliments of Land Title Guarantee Company. Copyright 2010. Land Title Guarantee. All Rights Reserved.

* Pitkin and Routt Counties include Interval/Timeshare units in Gross Volume Transactions.

Data is collected from the Eagle, Garfield, Pitkin, Routt & Summit County Clerk & Recorder's Office & Assessor's Office. Data is deemed reliable but not guaranteed.



Compliments of Land Title Guarantee Company mountain offices located in Aspen, Avon, Breckenridge, Dillon, Eagle, Frisco, Glenwood Springs, Steamboat Springs & Vail.

Copyright 2010, All Rights Reserved.



Destination Lodging Reservations Activity

(October 2010-Monitored Monthly)



The Occupancy rate (+9.8%), ADR (+8.2%) and RevPAR (+11.7%) were up for the month of October over October 2009. However the near term outlook is not as positive as advanced bookings for the next 6 months are below 2009 levels.



6 Month Projected YTD Occupancy: Future bookings for the upcoming November-April 2010/2011 period show a decline of -10.4% in projected occupancy rate over the corresponding period last year. This indicator is concerning and will be monitored closely. This may be due to visitors increasingly booking last minute or a loss in group business this season.

Summary

Lodging reservations is an indicator of a healthy tourist based economy. An increase in upcoming lodging numbers forecasted translates to more “heads in beds” and therefore, more people in town shopping and eating in local establishments. Our resort area economy experiences regular variations due to seasonal visitation, which is also why we show this forecast in comparison to YTD monthly of the previous year.

The information provided by MTrip is based on booking information from 17 in-town lodging companies, representing 2,543 units or 76% of the total lodging inventory in town. This is a representative sample of the lodging industry’s performance in Breckenridge- Is the occupancy up or down in comparison to last year? What does the occupancy forecast look like for the next six months? Is the average daily rate going up?

What does the Average Daily Rate and RevPAR tell us?

Occupancy Rate (OR) describes the percentage of rooms full at a given time. Typically, the higher the occupancy rate, the better. However, if a hotel reduces their price in comparison to their competitors to gain a larger occupancy market share, the income does not necessarily translate to more overall profit. We look for total OR for an indicator of revenue.

The *average daily rate (ADR)* is the average amount that a hotel charges for a room in a particular time period. The ADR tells us how hotels in town are doing and is a good tool for hotels to understand how they measure up in part to their competitors. However, ADR is not an all inclusive indicator and should be used to analyze success in conjunction with Revenue per available room (RevPAR) and Occupancy for a more accurate portrait of lodging success.

Revenue per available room (RevPAR) is the amount of revenue collected per available room in

inventory. Revenue collected divided by the number of rooms available in inventory equals RevPAR. This is a widely used indicator of how well the property is performing financially and the best indicator of the ability to raise the ADR.

***Note to In-Town Lodging Companies:** *If you would like to participate in the MTrip Occupancy rate, ADR and RevPAR study, you will be able to receive more detailed information than what is provided on this website pertinent to your business at no cost. Please contact Bill Wishowski at bwishowski@gobreck.com for more information.*

More Information/Sources:

- MTrip, LLC 4841 S. Xenia St., Denver, CO 80237
info@mtrip.org
- Breckenridge Resort Chamber, Bill Wishowski
bwishowski@gobreck.com

DESTINATION LEVEL REPORT DASHBOARD

Produced by MTRiP, LLC. Presented as a community service by the Breckenridge MTRiP subscribing organization



Reservations Activity Outlook of Paid Occupancy as of: Oct 31, 2010

			Prior Month (October)		
Occupancy Rate (October)			Average Daily Rate (October)		
3.3%			8.2%		

			Previous 6 Months (May to October)		
Occupancy Rate (May to October)			Avg Daily Rate (May to October)		
9.0%			6.3%		

			Upcoming 6 Months (November to April)		
Occupancy Rate (November to April)			Avg Daily Rate (November to April)		
-10.4%			4.4%		

[Click here to view the Breckenridge Executive Summary](#)

Daily Occupancy Report of Pure Occupancy as of: Oct 31, 2010

Pure Occupancy Last Month (October)		Pure Occupancy - Winter Season to-date (December to April) **	
9.8%		-11.5%	

** Winter Season = November - April. As of October 31

For more information or to participate

Breckenridge Properties - to participate in the Breckenridge MTRiP research program free of charge contact:

Bill Wishowski, Breckenridge Resort Chamber:

bwishowski@gobreck.com www.gobreck.com

Breckenridge non-lodging properties: to purchase a subscription to Breckenridge data:

MTRiP, LLC Contact Information:

678 S. Franklin St, Denver, CO

info@mtrip.org

www.mtrip.org

Copyright © 2009-2010 - MTRiP, LLC. All Rights Reserved and protected by law

DESTINATION LEVEL RESERVATIONS ACTIVITY SUMMARY

Produced by MTRIP, LLC. Presented as a community service by the Breckenridge MTRIP subscribing organization



Destination: Breckenridge

Period: Bookings as of Oct 31, 2010

Executive Summary - Year over Year Variance and Analysis

Data based on a sample of 17 properties in the Breckenridge Community, representing 2,129 Units and 63% of the total community inventory

MARKET OVERVIEW: With MTRIP's Summer now fully behind us and Winter fully ahead, we begin to see signs of improving conditions within the greater economy, perhaps just in time to impact the Mountain Travel Industry in a positive way. The Dow Jones Industrials - along with other major markets, continue to build strong momentum based on positive earnings and a holiday retail outlook that in the early stages is an improvement over 2009. This capital represents an opportunity for employers to fill voids in the job market and raise Consumers' awareness of positive growth. Employers added 148,000 new jobs in October, the highest private sector contribution since before November 2008. Sustained job creation will positively impact Consumer Confidence, perhaps finally providing a jumpstart to the chronically stalled Consumer Confidence Index. Within the Mountain Travel Industry, preliminary aggregate measurements of all MTRIP destinations indicate Summer 2010 was as good as it ended up feeling, with October occupancy up 16.3% and overall Summer occupancy (May - Oct) up 6.3%. Industry - Wide Rates for these 2 periods also increased (+2.9% and +1.7% respectively). Locally, Breckenridge Occupancy for October was up 3.3% compared to 2009, with a corresponding rate increase of 8.2%. Overall summer was also up in Breckenridge with Occupancy and Rate both increasing strongly (9.0% and 6.3% respectively).

		2010/11	2009/10	Year over Year % Diff
a. Last Month Performance: Current YTD vs. Previous YTD				
Occupancy Rates during last month (October, 2010) were up (3.3%) compared to the same period last year (October, 2009), while Average Daily Rate was also up (8.2%).	Occupancy (October) :	15.1%	14.6%	3.3%
	ADR (October) :	\$105	\$98	8.2%
b. Next Month Performance: Current YTD vs. Previous YTD				
Occupancy Rates for next month (November, 2010) are down (-9.8%) compared to the same period last year, while Average Daily Rate is up (13.4%).	Occupancy (November)	8.3%	9.2%	-9.8%
	ADR (November) :	\$133	\$117	13.4%
c. Historical 6 Month Actual Performance: Current YTD vs. Previous YTD				
Occupancy Rates for the previous 6 months (May - October) are up (9.0%) compared to the same period last year, while Average Daily Rate is also up (6.3%).	Occ - 6 Month Historic	24.4%	22.4%	9.0%
	ADR - 6 Month Historic	\$123	\$115	6.3%
d. Future 6 Month On The Books Performance: Current YTD vs. Previous YTD				
Occupancy Rates for the upcoming 6 months (November - April) are down (-10.4%) compared to the same period last year, while Average Daily Rate is up (4.4%).	Occ % - 6 Month Future	15.8%	17.6%	-10.4%
	ADR - 6 Month Future	\$230	\$220	4.4%
e. Incremental Pacing - % Change in Rooms Booked last Calendar Month: Oct. 31, 2010 vs. Previous Year				
Booking Pace will be available beginning with the September report of August data	Booking Pace (November) :	4.4%	5.1%	-14.0%

LOOKING FORWARD: For the first time in some while, we have a clearer view of the road ahead as recent market behavior begins to graduate from anomaly to trend. With the Holiday shopping season upon us, retailers are beginning to pump jobs into the economy. Though the positions are seasonal, most analysts agree that a strong shopping season - already apparent from back-to-school and early reports of mall activity - will result in many temporary positions migrating to full-time. Unemployment, which increased or remained unchanged for much of the past 6 months, is likely to drop in some measure, in part due to the holiday hirings and in part the wrap-up of the 2010 Census roll down, which has consistently resulted in more than 100,000 job losses per month since April. Travel Prices, which have outpaced inflation for much of the past 12 months, are likely to flex their muscle as the holidays come and go, with Winter destinations working to capitalize and extend recent ADR increases. From an MTRIP Wide perspective, on the books occupancy for the upcoming Winter Season (Nov - April) is moderately encouraging, with increases in 4 of the 6 months and an overall 2.9% increase on-the-books for the season. Locally, Breckenridge on-the-books Occupancy and Rate for the upcoming six months is a mixed bag, with Occupancy up in 1 of the 6 months and rate up in 5 of six. The inverse relationship between rate and occupancy remains apparent at this early stage in the season, giving us an idea of how yield might manifest itself as the season progresses. Breckenridge bookings taken in October for arrival October - March were down from last year (-14.0%).

For more information:

Breckenridge Resort Chamber: Bill Wishowski

bwishowski@gobreck.com www.gobreck.com

MTRIP, LLC Contact Information: 4841 S Xenia St, Denver, CO 80237 303-722-7346

info@mtrip.org www.mtrip.org

Copyright © 2009 - MTRIP, LLC. All Rights Reserved and protected by law

Standard and Poor's 500 Index (S&P 500) and Town Real Estate Transfer Tax (RETT)

(September 2010-Monitored Monthly)



As of September 2010, the S&P 500 is in an upward monthly trend from August. The September RETT lags behind September of 2009. We believe that any change in RETT will somewhat lag the S&P 500 recovery due to seasonality of real estate sales, but any positive change in RETT will likely stem from recovery in the S&P 500 index.



September 2010 RETT collection is down (\$227,439) from September 2009 (\$309,701).

What is the Standard and Poor's 500 Index?

The S&P 500® has been widely regarded as the best single gauge of the large cap U.S. equities market since the index was first published in 1957. The index has over US\$ 3.5 trillion benchmarked, with index assets comprising approximately US\$ 915 billion of this total. The index includes 500 leading companies in leading industries of the U.S. economy, capturing 75% coverage of U.S. equities.¹ This index is routinely utilized as the 'benchmark' by most investment firms against which private returns are compared.

What is the Town of Breckenridge Real Estate Transfer Tax?²

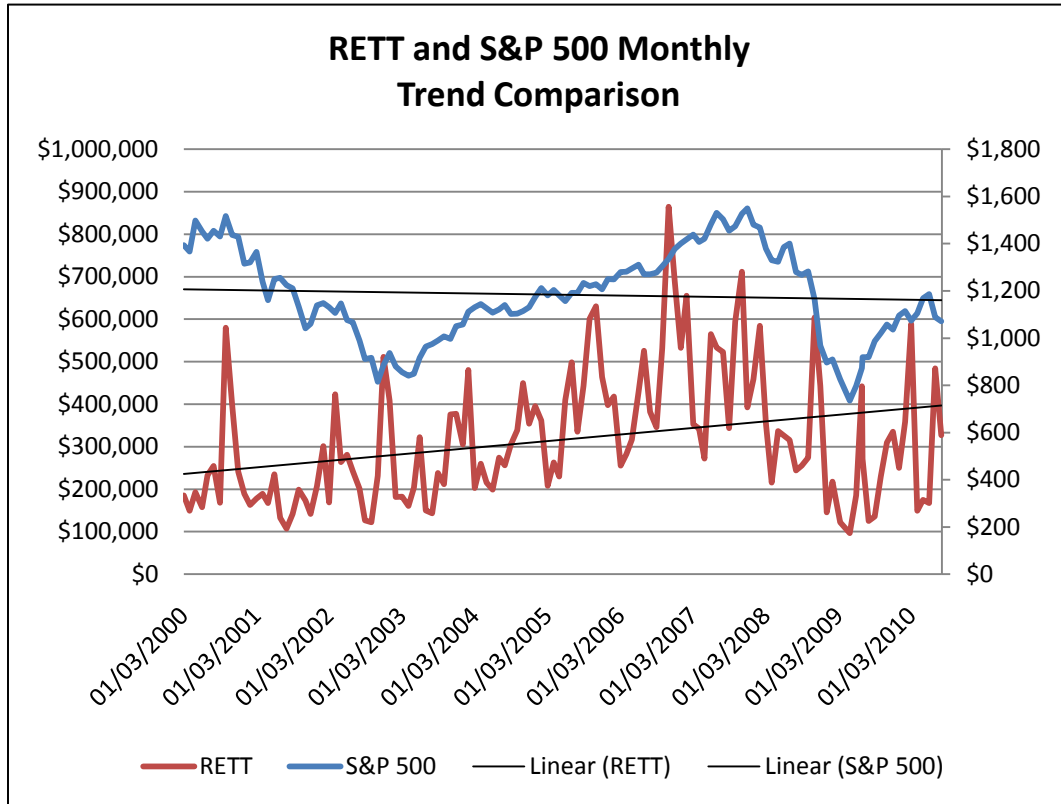
The Town of Breckenridge Real Estate Transfer Tax (RETT) is a 1% tax imposed on the sale price of all property located within the Town of Breckenridge.

What does this chart tell us?

The intent of this chart is to monitor over time whether there is a correlation between the S&P 500 and real estate sales within the Town. The S&P 500 is a good indicator of the national economy, specifically whether or not people's investments are generally going up or down in value. Since a majority of real estate buyers are from out of Town, purchasing property must be considered an investment. We believe that over time, there is a correlation between the national investment market and local real estate sales. The S&P 500 chart shows the index's average adjusted monthly closing.

The chart compares the monthly trend of the S&P 500 with our RETT receipts. The representation shows a strong relationship beginning in 2003. Prior data beginning in 2001 was

influenced by the onetime occurrence of the 9/11 attack on the World Trade Center and Pentagon. The last two US recessions were from March-November 2001 and from December 2007- June 2009 according to the National Bureau of Economic Research³. These last two recessions slowed economic activity, along with the RETT, but the present S&P500 drop begun in 4th Qtr 2008 does not presently show a continuing recovery reaffirming the prior index's highs.



More Information/Sources:

- ¹Standard and Poor's 500 Index website:
<http://www.standardandpoors.com/home/en/us>
- ²Real Estate Transfer Tax description (Town of Breckenridge):
<http://www.townofbreckenridge.com/index.aspx?page=72>
- Real Estate Transfer Tax data (Town of Breckenridge):
<http://www.townofbreckenridge.com/index.aspx?page=633>
- ³National Bureau of Economic Research
<http://www.nber.org>

Traffic Counts and Sales Tax Trends

(October 2010-Monitored Monthly)



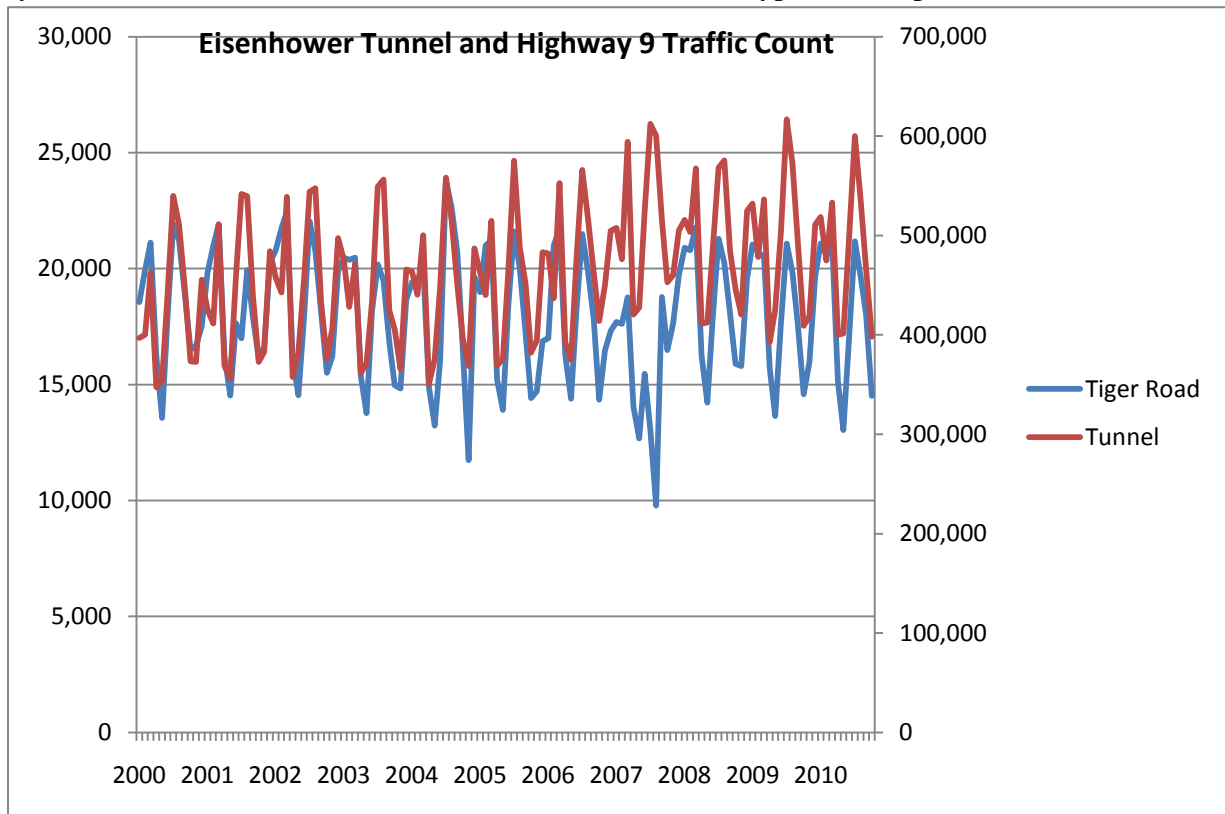
During the month of October, traffic count at the Eisenhower tunnel was down 5% over October 2009. However, traffic in town on Highway 9 was down only 1% over the same time last year. The Town perceives this as an indication that the “gap” of the capture rate is closing over 2009. We will continue to monitor the capture rate through the season. However, there is a small concern that the traffic count is down at the tunnel and in town overall from 2009 levels.



October traffic numbers in town on Highway 9 was 14,514 vehicles. As traffic was below 20,000, we expect to see a lower range of October sales tax revenue.

Traffic at Eisenhower Tunnel and Highway 9 at Tiger Road

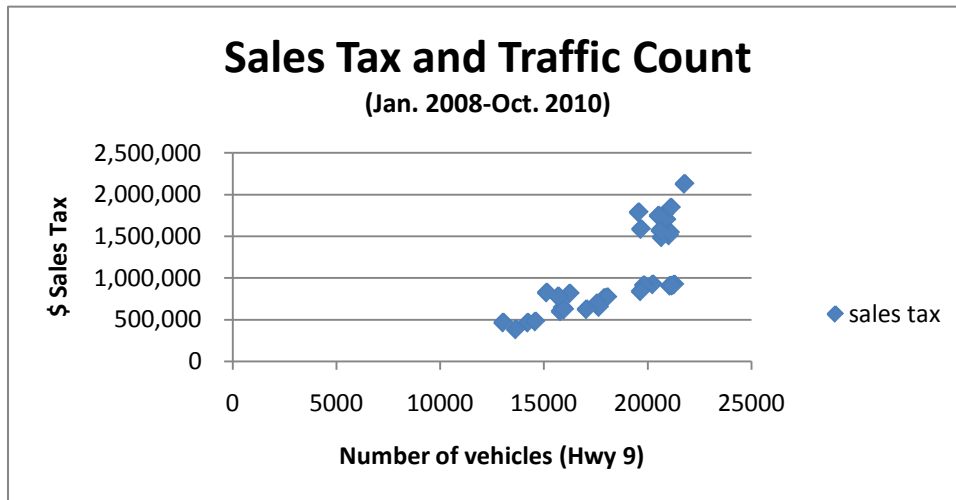
The Town has been monitoring the traffic counts at the Eisenhower Tunnel (westbound) as well as in town at the intersection at Highway 9 and Tiger Road. We are hoping that these traffic numbers will tell us the capture rate of the Front Range over time by looking at how many vehicles travel through the tunnel and into town limits. In addition, we can monitor if there are any months in which the town falls short or rises above the typical rate spread.



Traffic and Sales Tax

There is a high correlation between sales tax and traffic as shown in the chart below. At lower levels of traffic, sales tax revenue can be more predictive as a function of traffic. However above 20,000 vehicles we observe more of a cluster at significantly higher dollar levels.

The lower grouping displays the local economy with the constant amount of local traffic and dollars of tax collected. The upper grouping showing an increase in traffic is accompanied by a significant increase in dollar sales. The increased dollar amounts are when the traffic counts reach 20,000 or more which is not a large increase in vehicles over the rest of the year, however the multiplier effect of dollars spent per vehicle is significantly higher.



More Information/Sources:

- Colorado Department of Transportation Highway traffic data
<http://apps.coloradodot.info/dataaccess/>

Unemployment: Local, State and National

(September 2010-Monitored Monthly)



Summit County's September unemployment rate rose to 8% from August's rate of 7.3%. This September is also significantly up compared to this time last year which was 6.3%.



The State unemployment rate has remained stable from August to September at 8%. However, September 2009 the unemployment rate was 7.3%.



National unemployment remains continuous from August into September at 9.6%, down slightly from last September which was 9.8%.

Unemployment

Unemployment is an indicator of the health of our economy. Since the recession which started in 2007, we have seen a continuous increase in the unemployment rate on a national, state and local level. Resort areas such as Summit County and neighboring Eagle and Pitkin Counties typically see an increase in the unemployment rate seasonally, based on the closing of the ski areas. Although this trend continues, the percentage of unemployed persons is significantly higher than we have seen in the past. Recovery from this level of local unemployment will take time as a significant portion of the lost jobs were in construction. New residential construction will be dependent on a reduction of some of the present home inventory before resuming and to our knowledge, large scale development projects are not scheduled to start next year.

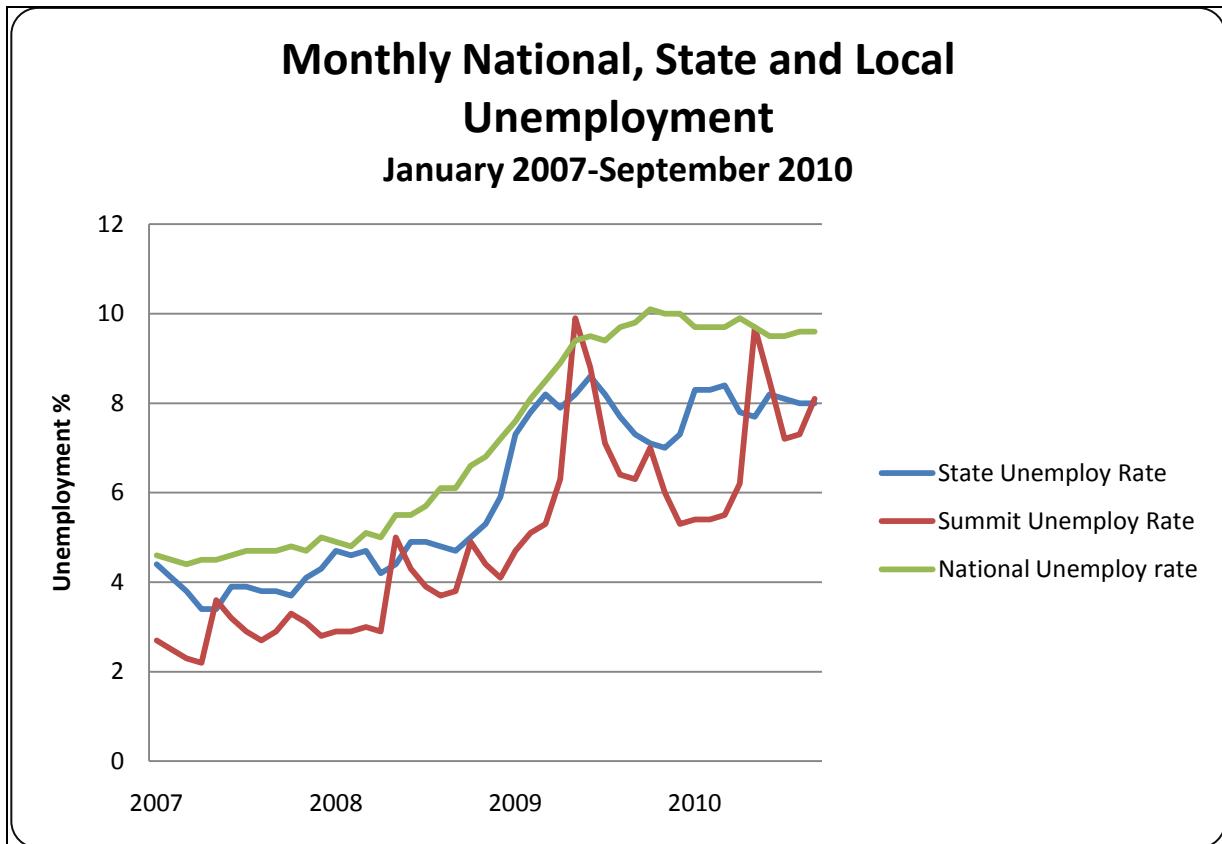
What do these charts tell us?

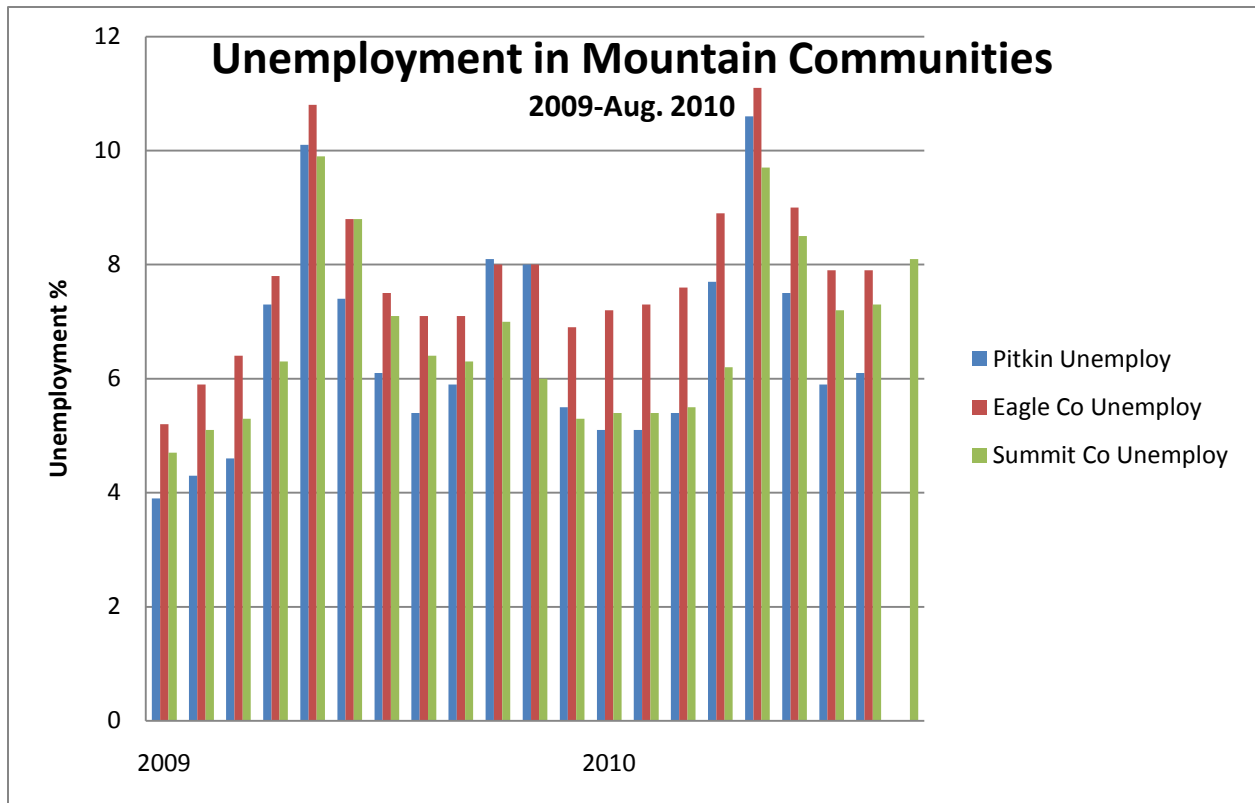
It is concerning that not only is our local unemployment rate at levels we have never seen but also, the national and state unemployment rates are reaching higher and recovery will be lengthy. As a resort community, the Town depends on visitors and suffice to say, when people are unemployed or underemployed, they are not traveling to vacation. People also tend to view economic stability and their own personal financial security based on indicators such as the unemployment rate. If the job prospect psychology is up (hence, unemployment rate is lower) then it will likely be enough to drive people to travel.

The Town has begun to monitor unemployment at the local community level in addition to the state and national levels. The state and national levels directly affect our local tourist driven economy and is a good indicator of what to expect in the upcoming months. It would be expected

that a significant decrease in state and national unemployment will be needed to deliver a large impact on our tourist economy. It may not be necessary for unemployment rates to decrease to historic levels to see improvements for Town businesses.

A chart has also been included in order to also gauge how Summit County is doing in comparison to neighboring resort counties of Pitkin and Eagle.





More Information/Sources:

- Bureau of Labor and Statistics, United States Department of Labor
<http://www.bls.gov/home.htm>

Mountain Communities Sales Tax Comparisons

(September 2010-Monitored Monthly)



The Town sales tax revenue collected for September 2010 is down 25.16% from the September 2009 levels. The Town showed the most significant percentage decline in sales tax revenues among the tracked mountain communities for this month. Total sales tax collection is down 0.91% over YTD 2009. The building supplies sector showed the highest decline in tax revenue with a -36.1% YTD. **However, this significant decline in supplies is skewed due to a large development purchasing supplies in 2009. Extracting that specific large building supply sale, 2010 building supply revenue is fairly in line with 2009 revenue.**

Summary

How the Town's sales tax revenue is performing in comparison to other Colorado mountain resort communities is an important indicator. This indicator tells us if Breckenridge's sales tax is keeping pace with other resort areas and if there is an upward or downward tick in market share on a monthly and year to date (YTD) basis.

It is important to note that every municipality has a different sales tax rate so the numbers will also differ in addition to the dollar amount of sales. Other communities included in the sales tax report below are Aspen, Breckenridge, Crested Butte, Glenwood Springs, Snowmass, Steamboat Springs, Winter Park and Vail.

The City of Steamboat Spring Finance Department produces the report attached.

http://steamboatsprings.net/sites/default/files/2010/09/01/MtnCommunities_September10.pdf

More Information/Sources:

- City of Steamboat Springs Mountain Communities Comparison Data

http://steamboatsprings.net/departments/financial_services/sales/use_tax/sales/use_tax_reports

- Town of Breckenridge Monthly Financial Report

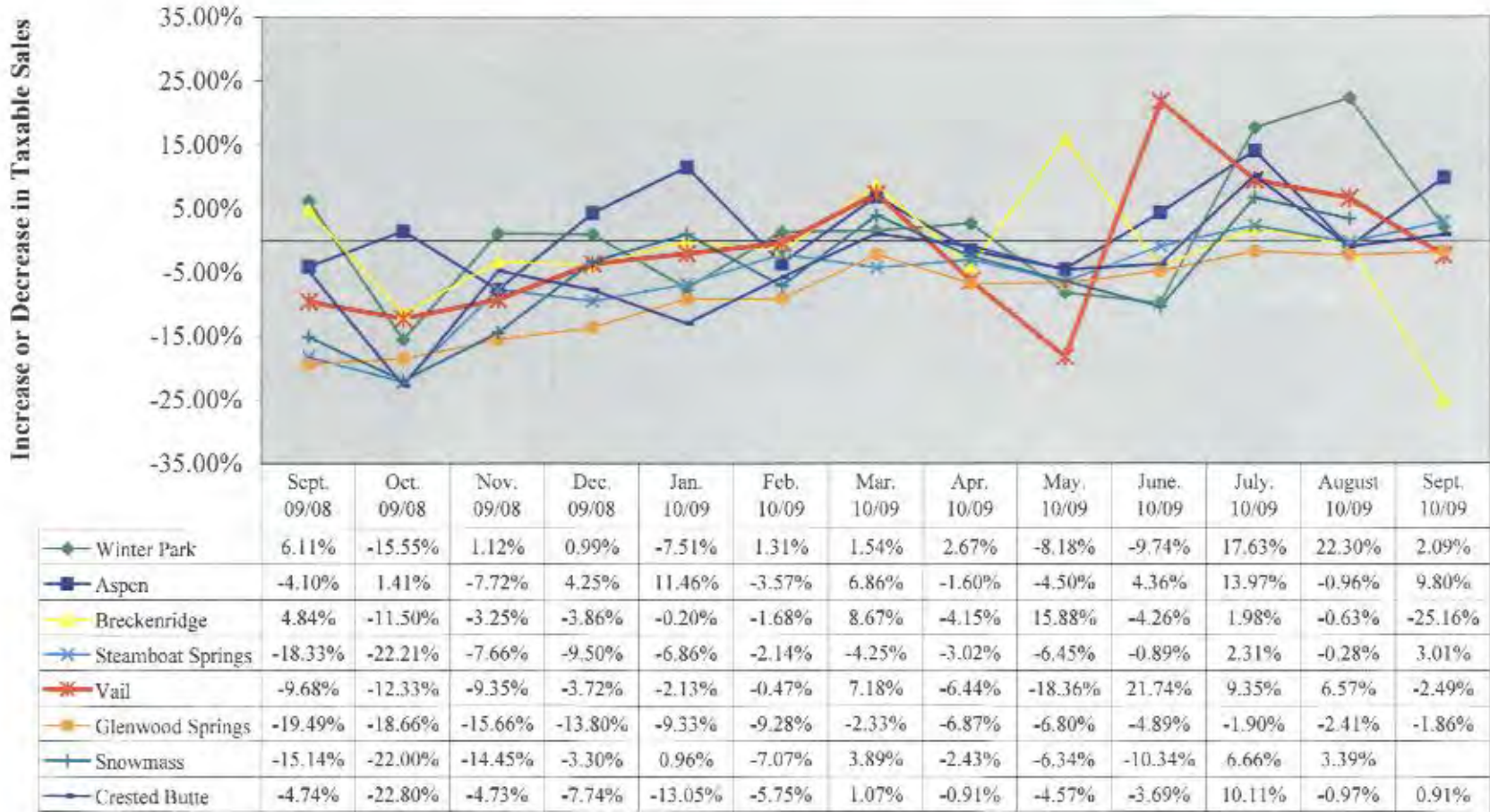
<http://www.townofbreckenridge.com/Modules/ShowDocument.aspx?documentid=2533>

Mountain Communities Report

Taxable Sales (based on Sales/Use tax collected) 2010/2009 to 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	July 2010/2009	August 2010/2009	September 2010/2009
Sales - Winter Park (5%)	\$ 3,130,240	\$ 1,755,500	\$ 2,675,560	\$ 8,911,020	\$ 2,668,840	\$ 2,801,500	\$ 9,380,060	\$ 3,987,360	\$ 1,752,040	\$ 3,097,760	\$ 4,134,860	\$ 3,723,260	\$ 3,175,560
	\$ 2,950,080	\$ 2,078,720	\$ 2,843,700	\$ 8,823,720	\$ 8,201,240	\$ 2,750,920	\$ 0,244,280	\$ 3,883,660	\$ 1,908,720	\$ 3,481,880	\$ 3,515,100	\$ 3,044,340	\$ 3,130,240
<i>Winter Park % Inc/Dec in sales</i>	6.11%	-15.61%	7.12%	0.99%	-7.51%	1.31%	1.54%	2.67%	-9.18%	-9.74%	17.63%	22.80%	2.09%
												<i>Year-to-date:</i>	1.66%
Sales - Aspen (2.2%)	\$ 31,730,425	\$ 20,041,143	\$ 18,500,371	\$ 64,032,476	\$ 59,049,952	\$ 49,093,381	\$ 54,395,143	\$ 20,210,143	\$ 15,781,952	\$ 33,878,571	\$ 49,771,048	\$ 41,871,095	\$ 33,256,619
	\$ 33,086,509	\$ 19,763,468	\$ 20,018,000	\$ 61,421,545	\$ 52,980,164	\$ 50,880,045	\$ 50,003,091	\$ 26,539,091	\$ 16,526,271	\$ 32,461,636	\$ 43,670,818	\$ 42,276,273	\$ 30,288,136
<i>Aspen % Inc/Dec in sales</i>	-4.10%	1.41%	-7.72%	4.23%	11.46%	-15.7%	6.86%	-1.60%	-1.50%	9.36%	13.97%	-0.96%	9.80%
												<i>Year-to-date:</i>	4.92%
Sales - Breckenridge (2.5%)	\$ 22,798,480	\$ 13,088,020	\$ 15,917,183	\$ 45,127,944	\$ 40,110,228	\$ 35,472,293	\$ 50,006,174	\$ 19,917,465	\$ 11,835,462	\$ 16,219,037	\$ 21,624,523	\$ 20,834,028	\$ 17,062,327
	\$ 21,746,560	\$ 14,789,240	\$ 16,412,360	\$ 46,937,840	\$ 40,190,280	\$ 40,148,320	\$ 46,018,120	\$ 20,780,000	\$ 9,856,320	\$ 16,940,947	\$ 23,166,435	\$ 20,965,860	\$ 22,799,489
<i>Breckenridge % Inc/Dec in sales</i>	4.84%	-11.50%	-3.23%	-3.66%	-0.20%	-1.68%	8.67%	-4.13%	15.80%	-4.26%	1.88%	-0.63%	-25.16%
												<i>Year-to-date:</i>	-0.01%
Sales - Steamboat Springs (4%)	\$ 29,409,375	\$ 24,102,450	\$ 21,792,650	\$ 33,263,525	\$ 44,255,600	\$ 43,240,775	\$ 48,405,450	\$ 23,282,975	\$ 21,253,025	\$ 29,814,700	\$ 36,305,900	\$ 32,453,375	\$ 30,294,950
	\$ 36,009,325	\$ 31,100,375	\$ 25,796,350	\$ 38,851,925	\$ 47,511,900	\$ 41,100,550	\$ 50,515,125	\$ 34,008,325	\$ 22,718,225	\$ 35,082,600	\$ 35,485,900	\$ 32,545,950	\$ 29,409,375
<i>Steamboat % Inc/Dec in sales</i>	-19.33%	-22.21%	-7.66%	-9.30%	-6.86%	-3.14%	-1.25%	-3.02%	-6.45%	-0.89%	2.31%	-0.28%	2.01%
												<i>Year-to-date:</i>	-2.27%
Sales - Vail (4%)	\$ 18,843,850	\$ 14,525,825	\$ 16,296,825	\$ 63,849,350	\$ 64,094,800	\$ 64,419,190	\$ 67,110,325	\$ 28,909,225	\$ 10,534,000	\$ 21,828,500	\$ 30,668,800	\$ 28,464,150	\$ 18,374,425
	\$ 20,864,225	\$ 16,569,175	\$ 17,977,725	\$ 66,315,700	\$ 63,491,825	\$ 64,722,225	\$ 62,614,175	\$ 30,898,525	\$ 12,003,750	\$ 17,970,825	\$ 28,046,500	\$ 26,709,775	\$ 16,848,850
<i>Vail % Inc/Dec in sales</i>	-9.88%	-12.83%	-9.33%	-4.72%	-2.13%	-0.47%	1.82%	-6.44%	-18.38%	-27.76%	9.33%	6.57%	-2.49%
												<i>Year-to-date:</i>	1.91%
Sales - Glenwood (3.7%)	\$ 32,859,216	\$ 27,778,649	\$ 27,512,514	\$ 29,117,459	\$ 23,296,568	\$ 23,357,865	\$ 29,089,270	\$ 24,947,973	\$ 27,209,910	\$ 33,252,409	\$ 32,386,524	\$ 31,509,919	\$ 32,248,027
	\$ 40,815,027	\$ 34,151,405	\$ 32,602,405	\$ 45,377,622	\$ 38,010,134	\$ 25,747,878	\$ 29,784,730	\$ 26,788,245	\$ 24,217,757	\$ 31,980,973	\$ 33,012,919	\$ 32,289,514	\$ 32,859,216
<i>Glenwood % Inc/Dec in sales</i>	-19.19%	-18.66%	-15.66%	-13.30%	-9.31%	-9.28%	-2.33%	-6.87%	-6.80%	-4.89%	-1.90%	-2.41%	-1.86%
												<i>Year-to-date:</i>	-0.86%
Sales - Snowmass (1%)	\$ 4,130,700	\$ 2,143,800	\$ 2,690,900	\$ 19,029,500	\$ 23,741,000	\$ 21,743,600	\$ 21,598,000	\$ 6,370,300	\$ 2,142,600	\$ 3,981,700	\$ 6,350,300	\$ 3,351,145	\$ -
	\$ 4,867,300	\$ 2,748,500	\$ 3,145,100	\$ 17,611,400	\$ 23,714,900	\$ 23,597,200	\$ 20,738,000	\$ 6,528,800	\$ 2,287,700	\$ 4,441,000	\$ 5,953,800	\$ 3,214,300	\$ -
<i>Snowmass % Inc/Dec in sales</i>	-15.14%	-21.00%	-14.43%	-3.30%	0.96%	-7.07%	3.89%	-2.48%	-6.14%	-10.24%	6.66%	3.29%	-
												<i>Year-to-date:</i>	-0.68%
Sales - Crested Butte (4%)	\$ 4,660,150	\$ 2,453,000	\$ 2,243,425	\$ 4,921,650	\$ 3,497,050	\$ 3,614,025	\$ 4,808,375	\$ 1,747,325	\$ 2,069,975	\$ 4,188,075	\$ 7,725,250	\$ 6,119,000	\$ 4,702,425
	\$ 4,892,125	\$ 1,777,825	\$ 2,314,725	\$ 5,534,600	\$ 4,021,975	\$ 3,834,625	\$ 4,357,800	\$ 1,763,575	\$ 2,169,025	\$ 4,348,700	\$ 7,015,790	\$ 6,179,225	\$ 4,660,150
<i>Crested Butte % Inc/Dec in sales</i>	-1.71%	-22.80%	-4.73%	-7.74%	-13.05%	-5.73%	1.97%	-0.91%	-4.37%	-2.69%	10.11%	-0.97%	0.91%
												<i>Year-to-date:</i>	-0.72%

Mountain Communities - Monthly Comparison



Sales Tax and Accommodation Tax Trend

(August 2010-Monitored Monthly)

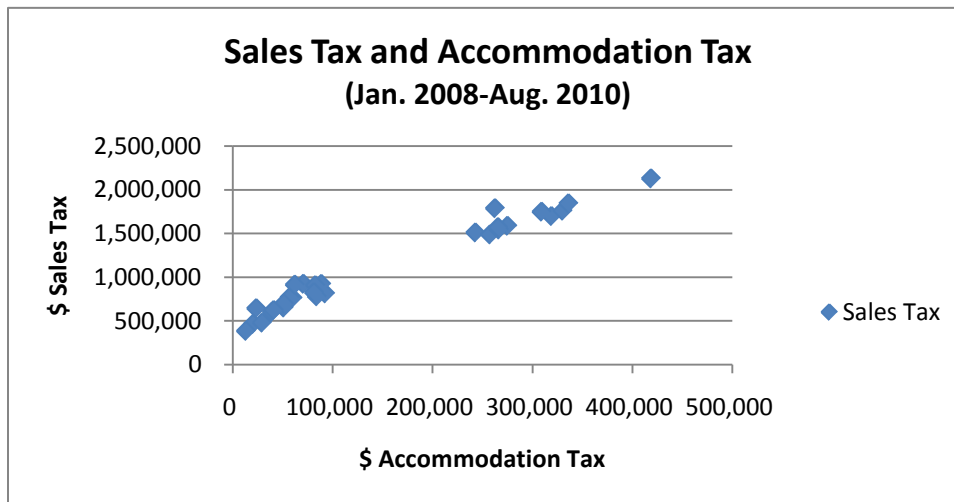


As we enter the winter season and the peak of our tourism yearly period, we expect the number of lodging rooms booked to rise over previous months and therefore, we expect sales tax will also increase. However, the number of advanced booking reported to MTrip (see 'Destination Lodging' indicator) are lower than YTD 2009 which will be continued to be monitored closely for later bookings.

Summary

There is a strong relationship between accommodation tax collected and sales tax collected. With relatively small increases in accommodation tax collected, there is a significantly larger amount of sales tax collected. More "heads in beds" or destination visitors equals more dollars spent in town.

There is a local or off season economic condition which is represented by the lower grouping on the chart below. Further, when lodging increases during the town's peak season, the amount of sales tax follows.



Information Sources:

- Town of Breckenridge Finance webpage:

<http://www.townofbreckenridge.com/index.aspx?page=146>



MEMORANDUM

To: Town Council
From: Shannon Haynes, Commander, Police Department
Date: December 6, 2010
Subject: Coyotes

During the fall and early winter 2010 the Police Department has received complaints regarding active coyotes in two separate neighborhoods. The following is a brief synopsis of the complaints, actions taken by our community service officers, and staff recommendations as we move forward:

Grandview Area

The police department began receiving complaints in September 2010 regarding coyotes being seen near a school bus stop. There were no complaints for animals approaching citizens (adults or children) in an aggressive manner; however residents were nervous of a potential attack.

Community Service Officers (CSOs) saturated the neighborhood with patrols. CSOs spent time at the bus stop and canvassed the surrounding neighborhoods. Canvasses were used to garner information on what types of wildlife behaviors the neighbors were seeing. A few residents stated that they had seen coyotes and the animals appeared to be nearby when they were letting out family pets. Many of these residents reported having small animals, which the Department of Wildlife (DOW) reports are frequent victims of coyote attacks.

CSOs had been in contact with residents of this neighborhood in the past as there were complaints of individuals feeding the foxes. At that time CSOs launched a campaign to educate residents on the dangers of feeding wildlife. With the coyote complaints the education campaign was renewed. Some residents expressed a desire to feed the fox, but not the coyotes. CSOs reminded residents that (1) there is a danger in feeding any wild animals – both to the animal and the human, and (2) there is no way to ensure only one type of animal is fed.

The CSOs unsuccessfully searched the area around the neighborhood in an effort to locate any coyote dens. A recent check with area residents confirmed no additional coyote sightings since the intensive CSO foot patrols.

Highlands

On November 1st CSO Supervisor Jessica Howe received a complaint of a dog killed near Fletcher Drive. Howe spoke with the dog's owner and confirmed that the pet, a min-pin/Chihuahua, had been let out into the owner's yard. The owner located the dog as it

was being eaten by a coyote on the lower flume trail. It is unknown if the dog was taken from the yard, or if it had wandered to another yard or up onto the trail.

After speaking with the pet owner CSOs saturated the neighborhood with patrols in an effort to gain information and educate the community. Residents reported seeing and hearing coyotes in the area. Some residents stated that other dogs had been killed; however CSO's have been unable to confirm these reports.

CSO's searched the area and trails surrounding the neighborhood and located some animal remains, which appear to be that of a fox. They have been unable to locate any coyote dens, even with the help of residents.

Residents have been provided information on feeding wildlife and on acceptable methods for ensuring coyotes are uncomfortable with humans. Suggestions for residents included: pepper ball projectiles, throwing rocks and sticks, etc. The owner of the attacked dog asked about the rules for shooting coyotes and was provided with information on Town Code, which prohibits the discharge of a firearm within Town limits. She also asked about the feasibility of hiring someone to "relocate or euthanize" the coyotes.

Since the complaint, CSOs have patrolled the area, including school bus stops, searched for coyote dens with the intent to dismantle them, and educated the community on resources available through the DOW website. Residents showed CSOs an area of small animal dens that did not belong to coyotes. Those dens appeared to have been dug up with bloodied tufts of fur present. While there were no readily accessible coyote dens in the area, they do appear to be actively hunting in the area.

Follow-up

CSOs have attempted to confirm several additional complaints of domestic animals being attacked by coyotes in driveways and on leash. One complainant from Shock Hill described his dog being attacked by coyotes in his driveway. In that instance his wife was able to save the pet. CSOs are continuing to gather information regarding coyote sightings and encounters.

Staff has conducted interviews with DOW Officer Shannon Schwab and officers from County Animal Control. These interviews revealed no increase in coyote incidents over previous years. Schwab said she is unaware of any domestic animal deaths or attacks by coyotes in the last six months, except the Highlands dog death. DOW staff encourages education and personal responsibility as an integral method of preventing human/coyote encounters.

Research revealed that in the last five years there were eight coyote attacks on humans in Colorado and only one of those occurred in Summit County (Hartman, 2004). An investigation of the Summit County incident, which occurred at Copper Mountain, revealed that the involved coyote(s) had been fed by employees (Hartman, 2004). DOW reports that coyotes need shelter and food in order to establish a den (Living with Wildlife in Coyote Country, 2009). The feeding of wildlife by residents contributes to increased interaction and the potential for conflict between humans and coyotes.

Incidents of coyote attacks appear to be more prevalent on the Front Range and in areas with abundant open space. In those areas communities have devised a variety of plans for addressing human/coyote conflicts, as well as the overall issue of coexisting with wildlife. For example, in 2007, after repeated human/coyote encounters, Greenwood Village instituted a policy of trapping. The City was issued a permit to trap by the Tri-County Health Department. However, in 2009, under pressure from animal rights and activist groups the Tri-County Health Department revoked existing permits and refused to issue new permits. During that same year a boy was charged by a coyote near a local park and the community demanded action. In response, Greenwood Village developed a comprehensive coyote management policy that included education, enforcement of laws, encouragement and instruction for hazing and lethal action for dangerous animals. Similar plans have been adopted by other communities including Longmont and Centennial.

In Broomfield, the prevalence of menacing coyotes prompted the city to hire sharpshooters to kill a pack living in Broomfield County Commons (Davidson, 2009). Most attempts to eradicate invasive coyotes have proved unsuccessful and Broomfield is no exception. After the pack was killed, fewer menacing coyotes and coyote attacks were reporting; however pets continue to be killed (Davidson, 2009). DOW personnel have theorized that coyotes “have become bolder as they’ve adapted to the suburban environment” (Davidson, 2009). So, while eradicating particularly aggressive coyotes may still be an option, the City of Broomfield has set out to educate the community.

Communities across the country have attempted to eradicate coyote problems by trapping (then killing) or shooting the animals. These methods of limiting human/coyote contact are generally counterproductive. Available information on coyotes indicates that they are smart and adaptable. Research shows they have increased in numbers when faced with eradication attempts (Living with Wildlife in Coyote Country, 2009). Further, from 1915 to 1947 the United States Government paid a one dollar per head bounty for coyotes (Hartman, 2009). However, after paying for 1,884,897 heads the coyote still exists within the United States (Hartman, 2009).

Summary

At this time staff recommends the development of a comprehensive Wildlife Management Policy for Breckenridge, which would include at a minimum the following tenets for coexisting with wildlife – public education, enforcement of laws prohibiting the feeding of wildlife & requiring domestic animals be leashed, active “hazing” of wildlife to ensure a healthy fear of humans, and lethal consequences for dangerous or menacing animals.

The necessary requirements for coyotes to thrive include shelter and food. Therefore, educating the community on laws, regulations and standards regarding the feeding of wildlife is essential. In addition, it is important for residents coexisting with wildlife to understand the need to feed their pets inside, and to ensure pets are not allowed off leash. Residents must be well informed on how to address a coyote if one appears near their pets and/or family members.

Staff does not recommend attempts to eradicate coyotes from the community. Instead, to best serve our residents and visitors, staff recommends a strategic and situational plan that incorporates the views and recommendations our many stakeholders. Currently,

Community Development (Trails Staff) is collecting information and completing research to be used in developing a management policy.



Bibliography

Davidson, M. (2009 June 4). Coyote issues persist after Broomfield kills pack. *Denverpost.com*.

Hartman, T. (2009, February 11). Coyote Encounters on the Rise. *Rocky Mountain News*.

Living with Wildlife in Coyote Country. (2009, July 9). Retrieved from <http://wildlife.state.co.us/WildlifeSpecies/LivingWithWildlife/Mammals/CoyoteCountry.htm>



**Board of County Commissioners &
Breckenridge Town Council
JOINT MEETING**

December 14, 2010 – 6:15 – 7:15 p.m.

- I. Introduction**
- II. Joint Upper Blue Master Plan Update Effort**
- III. Adjusting the Price of TDR's**
- IV. Affordable Workforce Housing Partnerships and Provision of Water**
- V. EAB's on Bike Paths**
- VI. Other**



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING
Tuesday, December 14, 2010; 7:30 p.m.
Town Hall Auditorium

	Page
I CALL TO ORDER and ROLL CALL	
II APPROVAL OF MINUTES – November 23, 2010	62
III APPROVAL OF AGENDA	
IV COMMUNICATIONS TO COUNCIL	
A. Citizen’s Comment - (Non-Agenda Items ONLY; 3 minute limit please)	
B. BRC Director Report	
V CONTINUED BUSINESS	
A. SECOND READING OF COUNCIL BILLS, SERIES 2010 - PUBLIC HEARINGS	
1. Council Bill No. 32, Series 2010 – An Ordinance Setting The Mill Levy Within The Town Of Breckenridge For 2011	66
2. Council Bill No. 37, Series 2010 – An Ordinance Amending Ordinance No. 16, Series 2010, To Allow For The Change Of Location Of Town Of Breckenridge Medical Marijuana Dispensary Permits; Setting For The Terms And Conditions Under Which Such Change Of Location May Be Approved; And Continuing All Existing Medical Marijuana Dispensary Permits Until July 1, 2011	70
VI NEW BUSINESS	
A. FIRST READING OF COUNCIL BILLS, SERIES 2010	
1. Council Bill No. 38, Series 2010 – An Ordinance Repealing And Readopting With Changes Policy 22 (Absolute) And Policy 22 (Relative) Of Section 9-1-19 Of The Breckenridge Town Code, Known As The “Breckenridge Development Code”, Concerning Landscaping	74
B. RESOLUTIONS, SERIES 2010	
1. A Resolution Authorizing The Mayor To Sign An Agreement For Attorney Services With Timothy H. Berry, P.C. For 2011	87
2. A Resolution Approving An Agreement For Municipal Court Prosecution Services With Richmond, Sprouse & Murphy, LLC	94
3. A Resolution Adopting A “Complete Streets Policy” For The Town Of Breckenridge	99
4. A Resolution Approving A Memorandum Of Understanding Concerning The Proposed Expansion Of The Breckenridge Ski Resort Onto Peak 6 Of The Ten Mile Range	103
5. A Resolution Ratifying And Approving The Town Manager’s Signing Of An Assignment Of Partial Interest In Real Estate Option Agreement With Summit County, Colorado, And The Closing Of The Town’s Purchase Of An Interest In Certain Real Property Pursuant Thereto (Scott Property – 40.280 Acres, More Or Less)	120
C. OTHER	
1. CDBG Public Hearing – Valley Brook Infrastructure	125
2. Call-up Hearing – Village at Breckenridge Signage Variance	130
VII PLANNING MATTERS	
A. Planning Commission Decisions of December 7, 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)	

*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

G. Marketing Committee (Mr. Dudick)

H. Joint Upper Blue Master Plan Update Committee (Mr. Bergeron, Mr. Mamula)

X **OTHER MATTERS**

XI **SCHEDULED MEETINGS**

XII **ADJOURNMENT**

159

*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, NOVEMBER 23, 2010
PAGE 1**

CALL TO ORDER and ROLL CALL

Mayor Warner called the November 23, 2010 Town Council Meeting to order at 7:30 p.m. The following members answered roll call: Mr. Bergeron, Mr. Burke, Mr. Mamula, Mr. Joyce, and Mayor Warner. Mr. Dudick and Ms. McAtamney were absent.

APPROVAL OF MINUTES – November 9, 2010 Regular Meeting

Mayor Warner pointed out a correction on page 96 with the spelling of Ms. McAtamney's name. He added one other correction on page 96, under the item of "Other", the word "budget" needed to be spelled correctly.

With no other changes or corrections to the meeting minutes of November 9, Mayor Warner declared the minutes were approved as corrected.

APPROVAL OF AGENDA

Under Communications to Council, the Breckenridge Resort Chamber (BRC) Director's Report won't take place during this meeting because it occurs during the first meeting of every month.

Mayor Warner added the first order of business to be the first reading of Council Bill No. 37, Series 2010 – An Ordinance Amending Ordinance No. 16, Series 2010, to Allow for the Change of Location of Town of Breckenridge Medical Marijuana Dispensary Permits; Setting Forth the Terms and Conditions Under Which Such Change of Location May Be Approved; and Continuing All Existing Medical Marijuana Dispensary Permits Until July 1, 2011.

Mayor Warner also stated that the committee reports were given during the work session.

COMMUNICATIONS TO COUNCIL

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

There were none.

NEW BUSINESS

A. **FIRST READING OF COUNCIL BILL, SERIES 2010**

1. **Council Bill No. 37, Series 2010 - AN ORDINANCE AMENDING ORDINANCE NO. 16, SERIES 2010, TO ALLOW FOR THE CHANGE OF LOCATION OF TOWN OF BRECKENRIDGE MEDICAL MARIJUANA DISPENSARY PERMITS; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH CHANGE OF LOCATION MAY BE APPROVED; AND CONTINUING ALL EXISTING MEDICAL MARIJUANA DISPENSARY PERMITS UNTIL JULY 1, 2011.**

Town Attorney Tim Berry explained that this ordinance would create an exemption to the current Town moratorium to allow the Town Manager to process and approve a change of location for an existing medical marijuana dispensary under these conditions: (1) the new permit must be issued to the old permit holder (2) the old permit must be surrendered concurrently with the issuance of the new permit and (3) the new permit must meet all the qualifications of the current medical marijuana dispensary ordinance - primarily the location - except that no new license can be issued in the downtown overlay district. All existing valid permits will be continued until July 1, 2011 to allow the Town to implement the State law and create Administrative Regulations. More information will be brought before Council in the early part of next year.

Mr. Bergeron moved to approve Council Bill No. 37, Series 2010 with one correction on page two, line five where the word "ordinance" was misspelled. Mr. Burke seconded the motion. The motion passed 5-0.

CONTINUED BUSINESS

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

1. **Council Bill No. 32, Series 2010 - AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF BRECKENRIDGE FOR 2011**

Mr. Berry recommended that Council open the hearing to public comment since it was advertised as such and then make a motion to continue the ordinance to the December 14 regular meeting. Town Manager Tim Gagen added that the reason for continuance was that the Town had not received the final assessed value from the County.

Mayor Warner opened the public hearing. There were no comments and the public hearing was closed.

Mr. Burke moved to continue Council Bill No. 32, Series 2010 to the December 14 regular meeting. Mr. Mamula seconded the motion. The motion passed 5-0.

2. **Council Bill No. 33, Series 2010 – AN ORDINANCE PROVIDING FOR AND INCREASE IN MUNICIPAL WATER USER FEES EFFECTIVE JANUARY 1, 2011; ESTABLISHING A FEE FOR MAILING PAPER BILLING STATEMENTS; PROVIDING AN EXCEPTION FROM SUCH STATEMENT FEE FOR BILLING STATEMENTS DELIVERED ELECTRONICALLY; AND ESTABLISHING A FEE FOR SETTING UP AND TRANSFERRING WATER USER ACCOUNTS**

Mr. Berry explained that this ordinance would go into effect January 1, 2011 and would create a fee for mailing paper billing statements; provide an exemption if the statement was delivered electronically; and also set up a fee for transferring water user accounts. There were no changes from the first reading.

Mayor Warner opened the public hearing. There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve Council Bill No. 33, Series 2010. Mr. Burke seconded the motion. The motion passed 5-0.

3. **Council Bill No. 34, Series 2010 – AN ORDINANCE AMENDING SECTION 1-8-11 OF THE BRECKENRIDGE TOWN CODE CONCERNING COSTS ASSESSED AGAINST PERSONS IN THE TOWN'S MUNICIPAL COURT**

Mr. Berry explained that this ordinance would establish costs assessed against persons who plead guilty in municipal court cases and would increase court fees to \$35.00 per case. Mr. Berry pointed out the council packet memo prepared by the Court Administrator, which explained important facts about the ordinance as well as other fees throughout the State. There were no changes to the ordinance from the first reading.

Mayor Warner opened the public hearing. Judge Buck Allen complimented Mr. Berry and Court Administrator Ben Wilkins on the memos included in the packet which addressed several issues. Judge Buck agreed with Council's position of making government as self-supporting as possible and felt that \$35.00 was a perfect amount for court costs. There were no further comments and the public hearing was closed.

Mr. Mamula moved to approve Council Bill No. 34, Series 2010. Mr. Joyce seconded the motion. The motion passed 5-0.

4. **Council Bill No. 35, Series 2010 – AN ORDINANCE AMENDING CHAPTER 2 OF TITLE 8 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "BRECKENRIDGE SIGN ORDINANCE" BY ADOPTING PROVISIONS CONCERNING SIGNS ON HUMAN-POWERED VEHICLES**

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, NOVEMBER 23, 2010
PAGE 2**

Mr. Berry explained that this ordinance would establish a permitting procedure for sign placement on pedicabs. There were no changes from first reading. Mr. Berry added that staff had contacted the applicant and he will voluntarily agree not to advertise for any medical marijuana establishments.

Mayor Warner opened the public hearing. Len Hoffius spoke about his support of Council Bill No. 35 and felt that the pedicab business wouldn't be able to succeed without advertising in the form of signs. Mr. Hoffius complimented Kevin and Heather Olson on their wonderful product. He felt that this business was very unique and anticipated that it would be featured on television ads for Breckenridge. The pedicab would add to the quaintness of Breckenridge and felt that the Town would improve transportation services with the addition of this business and hoped that it would grow into a larger project in the future. Mr. Hoffius requested the support of the council. There were no further comments and the public hearing was closed.

Mr. Burke moved to approve Council Bill No. 35, Series 2010. Mr. Bergeron seconded the motion. The motion passed 4-1, with Mr. Mamula voting "no".

Mayor Warner asked for discussion. Mr. Mamula reminded council that he originally supported the business being in town and feels that what they are doing is great, but he preferred not to support a change that is essentially for financial reasons that would make a business more successful. Mr. Mamula added that he would vote in opposition because of off-premise sign code but wished them all the best in their business endeavor. Mr. Mamula politely suggested the use of the Blue River Plaza area in order to keep the pedicab off of Main Street during the winter months. Mr. Olson stated that he talked to Public Works and would like to utilize that area but written approval would be needed. Mr. Gagen clarified that this step could be done administratively by council, summarizing that council would support the use during the winter months and they will revisit the issue later. Ms. Olson thanked council for their help and support. Mayor Warner thanked them for their help and wished them the best.

5. Council Bill No. 36, Series 2010 – AN ORDINANCE REPEALING AND READOPTING WITH CHANGES SECTION 6-3A-1 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE MUNICIPAL OFFENSE OF ASSAULT

Mr. Berry explained that this ordinance would rewrite the Town's municipal assault ordinance to match the State version for third degree assault and would make it easier to prosecute assault cases in municipal court. Mr. Berry had reviewed the ordinance with the Town Prosecutor and recommended approval by the council. There were no changes from first reading.

Mayor Warner opened the public hearing. There were no comments and the public hearing was closed.

Mr. Joyce moved to approve Council Bill No. 36, Series 2010. Mr. Mamula seconded the motion. The motion passed 5-0.

NEW BUSINESS

A. FIRST READING OF COUNCIL BILL, SERIES 2010

1. Read during the earlier part of this meeting.

B. RESOLUTIONS, SERIES 2010

1. A RESOLUTION ADOPTING THE 2011 BUDGET AND MAKING APPROPRIATIONS THEREFORE

Mr. Gagen summarized that the general fund for the 2011 town budget is less than 2009, which continues the reductions of personnel and other expenses – all of which are permanent. The town is projecting flat revenue in the general fund and only a slight revenue increase in accommodation and real estate transfer tax. The golf fund is relatively flat for this year. Affordable housing has enough funds to move forward with phase two of the Valley Brook project. There are also enough funds for the scholarship program for childcare. Mr. Burke felt that it was important that the community understands that even though Council approved a merit increase for 2011, with that came a reduction in payroll of \$1.7 million for the years of 2009-2011. Mr. Burke also added that payroll is down approximately \$240,000 with the three percent merit increase for 2011.

Mayor Warner opened the public hearing. There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve a Resolution Adopting the 2011 Budget and Making Appropriations Therefore. Mr. Mamula seconded the motion. The motion passed 5-0.

2. A RESOLUTION APPROVING A SECOND AMENDMENT TO ANNEXATION AGREEMENT WITH UNION MILL, INC. (The Wellington Neighborhood)

Mr. Gagen explained that this resolution would essentially do three things: 1) it would allow single family homes to be substituted for double homes 2) the developer would continue to sell the units below the 100 percent AMI until interest rates rise above six percent and 3) it would give relief from the deed restriction, which would allow the developer to obtain financing with less complications.

Mr. Joyce moved to approve a Resolution Approving a Second Amendment to Annexation Agreement with Union Mill, Inc. (The Wellington Neighborhood). Mr. Mamula seconded the motion. The motion passed 5-0.

3. A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATEWIDE INTERNET PORTAL AUTHORITY

Financial Services Manager Brian Waldes explained that staff has been working hard to implement e-Governmental solutions. He asked for Council's support for an intergovernmental agreement (IGA) between the Town of Breckenridge and the Statewide Internet Portal Authority (SIPA) in order to pursue grant funds for e-Governmental solutions.

Mr. Burke moved to approve a Resolution Approving an Intergovernmental Agreement with the Statewide Internet Portal Authority. Mr. Joyce seconded the motion. The motion passed 5-0.

C. OTHER

1. None.

PLANNING MATTERS

A. Planning Commission Decisions of November 16, 2010

There were no requests for call up. Mayor Warner declared the Planning Commission Decisions were approved as presented.

B. Town Council Representative Report (Mr. Burke) – Mayor Warner and Mr. Gagen clarified that the call up for the de novo hearing will occur during the December 14 council meeting.

REPORT OF TOWN MANAGER AND STAFF

None.

REPORT OF MAYOR AND COUNCILMEMBERS

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, NOVEMBER 23, 2010
PAGE 3**

- A. **CAST/MMC** (Mayor Warner) – Mr. Warner reported during the work session.
- B. **Breckenridge Open Space Advisory Commission** (Ms. McAtamney) – Ms. McAtamney was absent.
- C. **Breckenridge Resort Chamber** (Mr. Dudick) - Mr. Dudick was absent.
- D. **Summit Combined Housing Authority** (Mr. Joyce) – Mr. Joyce reported at the work session.
- E. **Breckenridge Heritage Alliance** (Mr. Burke) – Mr. Burke reported at the work session.
- F. **Sustainability** (Mr. Bergeron, Mr. Joyce, Mayor Warner) – Reported at the work session.
- G. **Marketing Committee** (Mr. Dudick) – Mr. Dudick was absent.
- H. **Joint Upper Blue Master Plan Update Committee** (Mr. Bergeron, Mr. Mamula) – Reported at the work session.

OTHER MATTERS

None.

SCHEDULED MEETINGS

None.

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 8:07 p.m.
Submitted by Jena Taylor, Administrative Specialist.

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, November 23, 2010 at 6:04 p.m., Mr. Mamula 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(b) of Section 24-6-402, C.R.S., relating to conferences with the Town Attorney for purposes of receiving legal advice on specific legal questions. Mr. Bergeron made the second.

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

Mr. Mamula moved to adjourn the executive session at 6:40 p.m. Mr. Burke made the second. All were in favor of the motion.

This certificate shall be included after the minutes of the regular Town Council meeting of Tuesday, November 23, 2010.

John Warner, Mayor

TO: MAYOR AND TOWN COUNCIL
FROM: CLERK AND FINANCE DIVISION
SUBJECT: CERTIFICATION OF 2011 MILL LEVY
DATE: 12/9/2010
CC: TIM GAGEN

The attached ordinance establishing the 2011 Property Tax Mill Levy at the rate of 6.945 mills per dollar of assessed valuation of property within the limits of the Town of Breckenridge is hereby submitted to the Council for second reading. This rate represents a .015 mill decrease from the 2010 rate of 6.96 mills.

Of the 6.945 mills, 5.07 mills are for the purpose of defraying the expenses of the General fund. There is an additional assessment of 1.875 mills to meet the Town's general obligation indebtedness described in Ordinance No. 35, Series 1998, which is due and payable in fiscal year 2011.

The Mill Levy was certified with the County on December 2, 2010 per their request to submit no later than December 9th.

1 **FOR WORKSESSION/SECOND READING – DEC. 14, 2010**

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. 32

7
8 Series 2010

9
10 AN ORDINANCE SETTING THE MILL LEVY WITHIN THE
11 TOWN OF BRECKENRIDGE FOR 2011

12
13 WHEREAS, the Town Council of the Town of Breckenridge has determined that a mill
14 levy of ~~6.94~~ **6.945** mills upon each dollar of the assessed valuation of all taxable property within
15 the Town of Breckenridge is needed to balance the 2011 General Fund budget;

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

19
20 Section 1. For the purposes of defraying the expense of the General
21 Fund of Breckenridge, Colorado for the fiscal year 2011, there is hereby levied a
22 tax of 5.07 mills upon each dollar of assessed valuation for all taxable property
23 within the Town of Breckenridge.

24
25 Section 2. In addition to the General Fund mill levy described in Section
26 1 of this ordinance, there is hereby levied an additional ~~4.87~~ **1.875** mill upon each dollar
27 of assessed valuation of all taxable property within the Town of Breckenridge.
28 Such additional levy is imposed pursuant to the authority granted by the electors
29 to the Town Council by Ordinance No. 35, Series 1998. The revenues
30 generated by such additional mill levy shall be applied toward the installment of
31 the Town's general obligation indebtedness described in Ordinance No. 35,
32 Series 1998, which is due and payable in fiscal year 2011.

33
34 Section 3. ~~The Town Clerk is hereby authorized and directed, after~~
35 ~~adoption of the budget by the Town Council, to certify to the Board of County~~
36 ~~Commissioners of Summit County, Colorado, the total tax levy for the Town of~~
37 ~~Breckenridge, Colorado as herein set forth.~~ **Because the Board of County**
38 **Commissioners of Summit County, Colorado required the Town to certify its total**
39 **tax levy for fiscal year 2011 on or before December 9, 2010, it was necessary for**
40 **the Town Clerk to certify the Town's 2011 mill levy prior to the final adoption of**
41 **this ordinance. The Town Clerk's previous certification of the Town's 2011 mill**
42 **levy to the Board of County Commissioners of Summit County in accordance with**
43 **this ordinance is hereby ratified, confirmed, and approved.**

44
45 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
46 PUBLISHED IN FULL this 9th day of November, 2010. A Public Hearing shall be held at the
47 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 14th day of
48 December, 2010, at 7:30 P.M. or as soon thereafter as possible in the Municipal Building of the
49 Town.

1 ATTEST:
2 _____
3 Mary Jean Loufek, CMC, Town Clerk

TOWN OF BRECKENRIDGE

John Warner, Mayor

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of SUMMIT COUNTY, Colorado.

On behalf of the TOWN OF BRECKENRIDGE
(taxing entity)^A

the TOWN COUNCIL
(governing body)^B

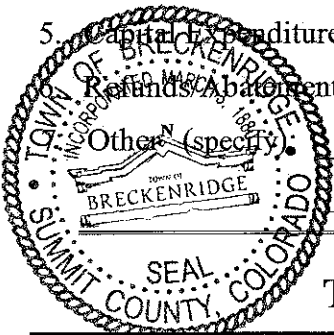
of the TOWN OF BRECKENRIDGE
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 582,216,260 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 582,216,260 (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)

Submitted: 12/2/2010 for budget/fiscal year 2011
(not later than Dec. 15) (dd/mm/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	<u>5.070</u> mills	\$ <u>2,951,836</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	<u>5.070</u> mills	\$ <u>2,951,836</u>
3. General Obligation Bonds and Interest ^J	<u>1.875</u> mills	\$ <u>1,091,881</u>
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
Refunds/Abatements ^M	_____ mills	\$ _____
Other ^N (specify) _____	_____ mills	\$ _____
_____	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<u>6.945</u> mills	\$ <u>\$4,043,717</u>



Contact person: (print) Laura Kennedy-Accounting Manager Daytime phone: 970-547-3195

Signed: [Signature] Title: TOWN CLERK

Send one completed copy of this form to the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203 when the local government's adopted budget is submitted to DLG. Questions? Call DLG at (303) 866-2156

¹ If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's final certification of valuation).
Form DLG 70 (rev 6/07) Page 1 of 4

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 37 (Concerning Change of Locations of Medical Marijuana Dispensaries)

DATE: December 6, 2010 (for December 14th meeting)

The second reading of the ordinance amending the Town's current Medical Marijuana Dispensary Moratorium Ordinance to allow for a change of location of a currently licensed dispensary is scheduled for your meeting on December 14th. There are no changes proposed to ordinance from first reading.

However, I know that at least one current dispensary licensee wants to speak to the Council about the part of the ordinance that prohibits a new dispensary location within the Downtown Overlay District. I am sure this issue will be discussed at the worksession, and if Council wants changes to the ordinance I will them in time for final consideration of this ordinance at the evening meeting.

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

1 ***FOR WORKSESSION/SECOND READING – DEC. 14***

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

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

7
8 COUNCIL BILL NO. 37

9
10 Series 2010

11
12 AN ORDINANCE AMENDING ORDINANCE NO. 16, SERIES 2010, TO ALLOW FOR THE
13 CHANGE OF LOCATION OF TOWN OF BRECKENRIDGE MEDICAL MARIJUANA
14 DISPENSARY PERMITS; SETTING FORTH THE TERMS AND CONDITIONS UNDER
15 WHICH SUCH CHANGE OF LOCATION MAY BE APPROVED; AND CONTINUING ALL
16 EXISTING MEDICAL MARIJUANA DISPENSARY PERMITS UNTIL JULY 1, 2011

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

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

23 Section 2. Imposition of Temporary Moratorium on Applications For New Permits
24 Under The Town’s Medical Marijuana Dispensary Ordinance; **Exception For**
25 **Change of Location of Existing Permits; Continuation of Existing Permits Until**
26 **July 1, 2011.**

27
28 A. Upon the adoption of this ordinance a moratorium is imposed upon the
29 submission, acceptance, processing, and approval of all applications for new permits
30 to operate medical marijuana dispensaries under the Town’s Medical Marijuana
31 Dispensary Ordinance. During the moratorium period, **except as provided in Section**
32 **2(B) of this ordinance** the Town Manager and Town staff shall not: (i) accept for
33 filing any application for a new permit to operate a medical marijuana dispensary
34 under the Town’s Medical Marijuana Dispensary Ordinance; or (ii) process, review,
35 grant, deny or take any action with respect to any application for a new permit to
36 operate a medical marijuana dispensary under the Town’s Medical Marijuana
37 Dispensary Ordinance.

38
39 B. **Notwithstanding Section 2(A) of this ordinance, during the moratorium**
40 **imposed by this ordinance the Town Manager may accept, process, and approve**
41 **an application for a new medical marijuana dispensary permit for the sole**
42 **purpose of changing the location of an existing medical marijuana dispensary if:**
43 **(i) the new permit is issued to the same person who holds a current permit issued**
44 **by the Town pursuant to Chapter 14 of Title 4 of the Breckenridge Town Code**
45 **(the “Town of Breckenridge Medical Marijuana Dispensary Ordinance”); (ii)**

1 contemporaneously with the issuance of the new permit the permittee's existing
2 permit is surrendered and cancelled by the Town Manager; and (iii) the new
3 permit meets all of the qualifications and requirements established of the Town
4 of Breckenridge Medical Marijuana Dispensary Ordinance; provided,
5 however, that notwithstanding Section 4-14-23 of the Town of Breckenridge
6 Medical Marijuana Ordinance, no new permit may be issued by the Town
7 Manager pursuant to this ordinance for any location within the Downtown
8 Overlay District.

9
10 C. All currently valid permits issued under the Town of Breckenridge
11 Medical Marijuana Ordinance shall remain in full force and effect until July
12 1, 2011, notwithstanding the date of issuance. Commencing 45 days prior to
13 July 1, 2011, all permits issued under the Town of Breckenridge Medical
14 Marijuana Ordinance may be renewed in accordance with then-applicable
15 law.

16
17 D. All terms used in this ordinance that are defined in the Town of
18 Breckenridge Medical Marijuana Ordinance shall have the meanings
19 provided in such ordinance.

20
21 Section 2. Except as specifically amended, Ordinance No. 16, Series 2010 shall continue
22 in full force and effect.

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

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

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

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

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney



Memorandum

To: Town Council
From: Jennifer Cram, AICP
Date: December 8, 2010
Subject: Policy 22 - Landscaping Changes for First Reading

Attached to this memo are the changes to Policy 22 – Landscaping in ordinance form. The intent of the Policy has not changed. Some content has been changed, specifically under Section C. Required Wildfire Mitigation, to more closely resemble the existing Voluntary Defensible Space Ordinance while still maintaining the recommendations from the Fire Wise Task Force. Some language has been clarified by the Town Attorney and the order of some sections has been rearranged again for clarity. Definitions have also been added at the beginning.

Staff will be present during the work session on December 14th to answer any questions. If the Council is comfortable with the new form of Policy 22 – Landscaping, we have scheduled it for first reading.

1 **FOR WORKSESSION/FIRST READING – DEC. 14**

2
3 COUNCIL BILL NO. ____

4
5 Series 2010

6
7 AN ORDINANCE REPEALING AND READOPTING WITH CHANGES POLICY 22
8 (ABSOLUTE) AND POLICY 22 (RELATIVE) OF SECTION 9-1-19 OF THE
9 BRECKENRIDGE TOWN CODE, KNOWN AS THE “BRECKENRIDGE DEVELOPMENT
10 CODE”, CONCERNING LANDSCAPING

11
12 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
13 COLORADO:

14
15 Section 1. The definition of “Firewise Landscaping” in Section 9-1-5 of the
16 Breckenridge Town Code is amended so as to read in its entirety as follows:

FIREWISE LANDSCAPING: Trees, shrubs, and other landscaping that: a) meet the criteria for fire resistant landscaping as established from time to time by the Colorado State University cooperative extension service; b) are suited to the Town's subalpine environment in accordance with the development code; and c) are located in conformance with requirements of ~~section 9-1-19, policy 48 (absolute), "Voluntary Defensible Space",~~ of this Chapter.

17 Section 2. Section 9-1-5 of the Breckenridge Town Code is amended by the addition
18 of a new definition of “Landscaping Guidelines”, which shall read in its entirety as follows:

LANDSCAPING GUIDELINES: **The most current edition of the “Landscaping Guidelines” promulgated by the Director in accordance with Chapter 18 of Title 1 of this Code.**

19
20 Section 3. Section 9-1-5 of the Breckenridge Town Code is amended by the addition
21 of a new definition of “Nursery Stock Standards”, which shall read in its entirety as follows:

NURSERY STOCK STANDARDS: **The most current edition of the “American Standard For Nursery Stock”, published by the American Nursery & Landscape Association, 1000 Vermont Avenue, NW, Suite 300, Washington, DC, 20005.**

LANDSCAPING ORDINANCE

1 Section 4. Policy 22 (Absolute) of Section 9-1-19 of the Breckenridge Town Code is
2 amended so as to read in its entirety as follows:

3 **22. (ABSOLUTE) LANDSCAPING:**

4
5 A. General Statement: The Town finds that it is in the public interest for all
6 developments to maintain healthy trees and to provide landscape improvements
7 for the purposes of: complementing the natural landscape and retaining the sense
8 of a mountain environment; improving the general appearance of the community
9 and enhancing its aesthetic appeal; preserving the economic base; improving the
10 quality of life; delineating and separating use areas; increasing the safety,
11 efficiency, and aesthetics of use areas and open space; screening and enhancing
12 privacy; mitigating the adverse effects of climate, aspect, and elevations;
13 conserving energy; abating erosion and stabilizing slopes; deadening sound; and
14 preserving air and water quality.

15
16 To ensure that landscaping is provided and maintained, the following
17 requirements for the installation, maintenance, and protection of landscaped areas
18 must be met for every project for which a development permit is issued under this
19 Chapter.

20
21 B. Landscaping Requirements:

- 22
23 (1) Each property shall provide a separation of uses, enhancement of privacy, and
24 the protection of view sheds from public rights of way as appropriate for each
25 neighborhood. These requirements shall be met through existing vegetation, or
26 with new landscaping providing adequate screening of the property as provided
27 in this Policy. The individual character of each neighborhood shall be
28 considered by the Planning Commission in determining compliance with this
29 requirement.
- 30
31 (2) An unscreened industrial or commercial storage area shall be screened from
32 view from adjacent public rights of way and adjacent properties by use of
33 landscaping, berms, or a combination of landscaping and other features.
34 Required screening shall be a minimum height of six feet (6').
- 35
36 (3) When a parking lot and a public right of way are contiguous, a landscaped area
37 a minimum of five feet (5') in width separating the parking lot from the right of
38 way shall be provided to effectively screen the parking lot.
- 39
40 (4) All planting materials proposed in areas also designated as snow stacking areas
41 or anticipated snow shedding areas shall be of a size and type that will not be
42 adversely affected by the proposed snow storage. To the extent possible, newly
43 planted trees shall not be located in areas that will be used for snow storage or
44 snow shedding.
- 45

LANDSCAPING ORDINANCE

- 1 (5) Any site contiguous to or facing any existing or future residential use shall
2 screen its parking lots, loading docks, and similar uses from view from adjacent
3 properties through the use of landscaping elements. Required screening shall be
4 a minimum height of four feet (4').
5
- 6 (6) All surface areas of the approved landscaping plan that will not be a hard
7 surface shall be planted with adequate native or high altitude ground cover as
8 approved by the Town, and shall be top-dressed with a minimum of two inches
9 (2") of top soil prior to planting. In addition, irrigation shall be provided when
10 determined by the Town to be necessary to assure the proper growth and
11 maintenance of the landscaping being provided. A required irrigation system
12 shall be maintained on an annual basis.
13
- 14 (7) Revegetation measures, including, but not limited to, seeding with native or
15 high altitude seed mixtures, biodegradable netting, straw, mulching, and
16 irrigation to establish plantings on cut/fill slopes, are required. Cut and fill
17 slopes intended for plantings shall not exceed a 2:1 gradient. Retaining walls
18 shall be required for all gradients greater than 2:1.
19
- 20 (8) Not less than six percent (6%) of the interior area of a parking lot shall be
21 landscaped.
22
- 23 (9) Not less than six percent (6%) of a site containing a business with a drive-
24 through facility shall be landscaped.
25
- 26 (10) Site plans shall be designed to avoid conflicts with parking areas and
27 landscaping materials. Wheel retention devices shall be utilized for parking
28 areas to protect landscaping where possible. The design of wheel retention
29 devices will be reviewed on a case by case basis to allow for positive drainage
30 and so as not to interfere with snow removal operations.
31
- 32 (11) At least fifty percent (50%) of all tree stock shall be of a size equal to or greater
33 than six feet (6') in height for evergreen trees and one and one-half inches (1-
34 1/2") caliper for deciduous trees, measured six inches (6") above ground level.
35 Such trees shall be in a minimum of: (a) five (5) gallon containers, if container
36 stock; (b) twelve inch (12") root spread, if bare root stock; or (c) fourteen inch
37 (14") ball diameter if balled and burlapped with the ball depth not less than
38 seventy five percent (75%) of diameter or three-quarters (³/₄) of width. Size
39 adjustments reflecting the growth habits of particular species may be made if
40 approved by the Planning Commission. (Refer to Landscaping Guidelines for
41 further details.)
42
- 43 (12) At least fifty percent (50%) of all shrub stock shall be of a size equal to or
44 greater than Type 2, four (4) cans or more, two feet (2') and up, if deciduous;
45 Type 1, twelve inch (12") spread, if creeping or prostrate evergreens; or Type 2,
46 twelve inch (12") spread and height, if semi-spreading evergreens. Size

LANDSCAPING ORDINANCE

1 adjustments reflecting the growth habits of a particular species may be made if
2 approved by the Planning Commission. (Refer to Landscaping Guidelines for
3 further details.)
4

5 (13) All plant materials shall be specified and provided according to the Nursery
6 Stock Standards and adapted to a high altitude environment, or an elevation
7 appropriate for the site. Applicants are encouraged to provide additional
8 information to the Town beyond the minimum information stated in the Nursery
9 Stock Standards including, but not limited to, a more definitive indication of
10 size, quality, shape, confirmation, condition, and/or the method of transplanting
11 the plant materials.
12

13 (14) Large trees shall be staked in compliance with the Nursery Stock Standards.
14

15 C. Required Wildfire Mitigation:
16

17 (1) The creation of defensible space around structures is required for all new
18 construction and for major remodels¹ that affect the exterior of a structure and/or
19 a structure's footprint.
20

21 (2) Properties within the Conservation District, and those master-planned properties
22 with approved setbacks smaller than the setbacks described in Policy 9
23 (Absolute), "Placement of Structures" of this Chapter, shall be given special
24 consideration to allow for site buffers and screening to be created and maintained
25 while still meeting the intent of reducing wildfire fuels.
26

27 (3) The following standards shall apply to the creation of defensible space around a
28 structure:
29

30 a. The property shall be divided into three (3) zones. Zone one shall be
31 measured thirty feet (30') from the eaves of the building or structure
32 including attached structures or protrusions, such as a deck on the
33 property. Zone two shall be measured seventy five feet (75') or greater
34 from the eaves of the building or structure including attached structures or
35 protrusions, such as a deck on the property, depending on slope from the
36 eaves of the building or structure on the property, and shall exclude the
37 portion of the property located within zone one. Zone three shall extend
38 beyond zone two to the property boundary.
39

40 b. Except as may be required to comply with the requirements of Title 5,
41 Chapter 11 of this Code concerning mountain pine beetle infested trees, no
42 portion of any property may be "clear cut" in order to achieve defensible
43 space.

¹ See definition of "major remodel" contained within the definition of "Class D Development" in Section 9-1-5 of this Chapter.

- c. Except as may be required to comply with the requirements of Title 5, Chapter 11 of this Code concerning mountain pine beetle infested trees, no more trees shall be allowed to be removed than are necessary in order for the landowner to create defensible space around his or her property.
- d. Both the horizontal clearance between aerial fuels, such as the outside edge of the tree crowns or high brush, as well as the vertical clearance between lower limbs of aerial fuels and the nearest surface fuels and grass/weeds, shall be considered when determining compliance with the defensible space requirements of this policy.
- e. Each property shall be reviewed individually, and the location and other physical characteristics of the property shall be considered. Without limiting the generality of the preceding provisions, the Planning Commission shall consider the property's proximity to a roadway, parking lot, and other similar areas that create fuel firebreaks. Similarly, large tracts of open space and forest service land that may require larger buffers shall be considered.

(4) The following specific standards apply to the creation of defensible space within zone one:

- a. Healthy trees, shrubs, and other landscaping materials that provide visual buffers shall be preserved if they are well spaced so as to reduce the risk of a fire spreading to other vegetation or structures, but shall be pruned to remove dead branches annually.
- b. Healthy trees, shrubs, and other landscaping material required by an approved landscape plan shall be preserved if they are well spaced so as to reduce the risk of a fire spreading to other vegetation or structures, but shall be pruned to remove dead branches annually.
- c. Other healthy firewise trees may be planted 15-feet away from the edge of all eaves or decks and if they are well spaced so as to reduce the risk of a fire spreading to other vegetation or structures, but shall be pruned to remove dead branches annually.
- d. Irrigated shrubs, and other landscaping material may be preserved or planted if they are pruned to remove dead branches and well spaced to reduce the risk of a fire spreading to other vegetation or structures.
- e. All dead and diseased trees, shrubs, and other landscaping material shall be removed.
- f. All vegetation and combustible material shall be removed from under all

LANDSCAPING ORDINANCE

1 eaves, bay windows and decks.

- 2
- 3 g. Stone or other noncombustible materials with a weed barrier shall be
- 4 placed under all decks or structure projections such as bay windows.
- 5
- 6 h. All leaf clutter, dead branches, and dead standing trees shall be removed
- 7 from the property. Dead branches on living trees shall be trimmed to a
- 8 minimum height of six feet (6') and a maximum height of ten feet (10')
- 9 above the ground.
- 10
- 11 i. All grasses and ground cover shall be kept under six inches (6") in height.
- 12
- 13 Exception: Plantings located in an irrigated planting bed, and wildflowers
- 14 or native grasses; however, wildflowers and native grasses shall be cut
- 15 back to under six inches (6") in height in the fall of each year once they go
- 16 to seed.
- 17
- 18 j. All leaf and needle clutter and combustible ground debris shall be
- 19 removed. Mulch within landscape beds that are irrigated may be
- 20 maintained at a maximum depth of three inches (3").
- 21
- 22 k. All firewood shall be removed unless covered by a canvas tarp, or as
- 23 approved by the fire district.
- 24

25 (5) The following specific standards apply to the creation of defensible space within

26 zone two:

27

- 28 a. Healthy trees, shrubs, and other landscaping material required by an
- 29 approved landscape plan shall be preserved.
- 30
- 31 b. Healthy trees, shrubs, and other landscaping material that provide visual
- 32 buffers shall be preserved if they are well spaced so as to reduce the risk
- 33 of a fire spreading to other vegetation or structures, but shall be pruned to
- 34 remove dead branches annually.
- 35
- 36 c. Other healthy firewise trees, shrubs, and other landscaping material may
- 37 be planted if they are well spaced so as to reduce the risk of a fire
- 38 spreading to other vegetation or structures, but shall be pruned to remove
- 39 dead branches annually.
- 40
- 41 d. Irrigated trees, shrubs and other landscaping material may be preserved or
- 42 planted if they are pruned to remove dead branches and are well spaced to
- 43 reduce the risk of a fire spreading to other vegetation or structures.
- 44
- 45 e. All dead and diseased trees, shrubs, and other landscaping material shall
- 46 be removed. However, one snag per acre may be preserved for wildlife

LANDSCAPING ORDINANCE

1 habitat if it is well spaced to avoid the spread of fire to other vegetation or
2 structures.

3
4 f. Trees shall be thinned to open up crown spacing to a minimum of ten feet
5 (10') between the widest portion of individual crowns of the trees.

6
7 g. Groups of trees with a minimum of ten feet (10') between the edges of the
8 widest portions of crowns of each grouping shall be preserved or planted
9 to allow for site buffers and to prevent wind throw.

10
11 h. Firewood may be maintained if an adequate buffer around the firewood is
12 determined to exist by the fire district.

13
14 (6) The following specific standards apply to the creation of defensible space within
15 zone three:

16
17 a. All dead and diseased trees, shrubs, and other landscaping material shall
18 be removed. However, one snag per acre may be preserved for wildlife
19 habitat if it is well spaced to avoid the spread of fire to other vegetation or
20 structures.

21
22 (7) New landscaping installed on a property shall comply with the requirements of
23 subsections (4), (5) and (6), above.

24
25 D. Water Features

26
27 (1) All water features shall meet all required setbacks for structures. A water feature
28 shall not be located on a site outside of a disturbance envelope. A water feature
29 shall not be permitted if the construction of the water feature would result in the
30 removal of an existing specimen tree, or a tree that provides required site
31 buffers; provided, however, that: (a) if a tree that provides site buffering must
32 be removed to allow for the installation of a water feature, a replacement tree
33 comparable in type, height, and caliper shall be placed in a location designated
34 by the Planning Commission so as to provide equal site buffering from
35 adjoining properties; or (b) if a specimen tree must be removed to allow for the
36 installation of a water feature, a replacement specimen tree comparable in type,
37 height and caliper shall be placed in a location designated by the Planning
38 Commission.

39
40 (2) The use of Glycol or other anti-freezing additives within a water feature is
41 prohibited.

42
43 (3) A application for a water feature that is proposed for year round use may be
44 assessed negative points under Policy 33 (Relative), "Energy Conservation", of
45 this Chapter.

1 E. Required Maintenance of Landscaping:
2

3 (1) The following maintenance is required of all landscaping contained within an
4 approved landscape plan:
5

- 6 a. All plantings on the property shall be maintained in a healthy and
7 attractive condition. Maintenance shall include, but not be limited to,
8 watering, fertilizing, weeding, cleaning, pruning, trimming, spraying, and
9 cultivating.
10
11 b. The property shall be kept free of noxious weeds as designated in the
12 Town's Noxious Weed Management Plan adopted in Title 5, Chapter 10
13 of this Code, as amended from time to time.
14
15 c. Structural features installed on the property in connection with an
16 approved landscape plan, such as fencing and planter boxes, shall be
17 maintained in a sound structural and attractive condition.
18
19 d. Whenever plants that are part of an approved landscape plan are removed
20 or die, they shall be replaced by planting materials as soon as possible.
21 This includes existing vegetation and/or specimen trees that are important
22 to the intent of the overall landscape plan. Replacement plantings shall
23 meet the original intent of the approved landscape design as appropriate
24 for the character of the neighborhood.
25

26 (2) The following maintenance is required of all landscaping located on a property,
27 regardless of whether such landscaping is described in an approved landscaping
28 plan:
29

- 30 a. Selective tree cutting/thinning to maintain the health of the tree stand and
31 to allow for greater species diversity is appropriate; provided that effective
32 screening is maintained to protect view sheds, blend the development into
33 the site, and provide privacy between properties.
34
35 b. Dead and terminally diseased trees shall annually be: (i) cut as close to the
36 ground as possible; (ii) removed from the property; and (iii) disposed of
37 properly. (Refer to the Landscaping Guidelines for references on common
38 diseases and infestations that affect vegetation at a high altitude.)
39

40 Section 5. Policy 22 (Relative) of Section 9-1-19 of the Breckenridge Town Code is
41 amended so as to read in its entirety as follows:

42 **22. (RELATIVE) LANDSCAPING:**
43

44 2 x (-1/+3) A. All developments are strongly encouraged to include landscaping
45 improvements that exceed the requirements of Policy 22 (Absolute),

LANDSCAPING ORDINANCE

1 “Landscaping”, of this Chapter. New landscaping installed as part of an approved
2 landscape plan should enhance forest health, preserve the natural landscape and
3 wildlife habitat and support fire-wise practices. A layered landscape consistent
4 with the Town’s mountain character, achieved through the use of ground covers,
5 shrubs, and trees that utilize diverse species and larger sizes where structures are
6 screened from view sheds, public rights of way and other structures, is strongly
7 encouraged. The resulting landscape plan should contribute to a more beautiful,
8 safe, and environmentally sound community.
9

10 B. To meet the goals described in Section A of this Policy compliance with the
11 following relative landscape standards is encouraged. An application shall be
12 evaluated on how well it implements the following:
13

- 14 (1) At least one tree a minimum of eight-feet (8') in height, or three inch (3")
15 caliper, should be planted at least every fifteen feet (15') along all public rights
16 of way adjacent to the property to be developed.
17
- 18 (2) All landscaping areas should have a minimum dimension of ten feet (10').
19
- 20 (3) Development applications should identify and preserve specimen trees,
21 significant tree stands, tree clusters and other existing vegetation that contribute
22 to wildlife habitat. Trees considered as highest priority for preservation are
23 those that are disease-free, have a full form, and are effective in softening
24 building heights and creating natural buffers between structures and public
25 rights of way. Buildings should be placed in locations on the property that result
26 in adequate setbacks to preserve specimen trees and existing vegetation.
27 Appropriate measures should be taken to prevent site work around these areas.
28 Applicants should seek professional advice on these issues from experts in the
29 field.
30
- 31 (4) Landscaping materials should consist of those species that are native to the
32 Town, or are appropriate for use in the Town’s high altitude environment. The
33 Landscaping Guidelines shall be used to evaluate those particular criteria.
34
- 35 (5) Landscaping materials should consist of those species that need little additional
36 water (over and above natural precipitation) to survive, or the applicant should
37 provide an irrigation system on the property that complies with subsection (6),
38 below. In general, native species are the most drought tolerant after
39 establishment. Xeriscaping with native species is encouraged.
40
- 41 (6) Installation, use, and maintenance of irrigation systems to ensure survival of
42 landscaping in the long-term is strongly encouraged until plant material is
43 established. Irrigation utilizing low flow systems and the recycling of water are
44 strongly encouraged. All approved irrigation systems should be maintained on
45 an annual basis.
46

LANDSCAPING ORDINANCE

- (7) The use of bioswales planted with native vegetation that can filter and absorb surface water runoff from impervious surfaces is encouraged to promote water quality.
- (8) In low traffic areas the use of permeable paving allowing precipitation to percolate through areas that would traditionally be impervious is encouraged.
- (9) Plant materials should be provided in sufficient quantity; be of acceptable species; and be placed in such arrangement so as to create a landscape that is appropriate to the Town’s setting and that complies with the Historic District Guidelines, if applicable.
- (10) Not less than fifty percent (50%) of the tree stock installed on a property should include a variety of larger sizes, ranging up to the largest sizes (at maturity) for each species that are possible according to accepted landscaping practices. Such tree stock should recognize the Town’s high altitude environment, transplant feasibility, and plant material availability. The interrelationships of height, caliper, container size and shape must be in general compliance with the Nursery Stock Standards.
- (11) Not less than fifty percent (50%) of all deciduous trees described in the landscape plan should be multi-stem.
- (12) Landscaping should be provided in a sufficient variety of species to ensure the continued aesthetic appeal of the project if a particular species is killed through disease. Native species are preferred.
- (13) Not less than fifty percent (50%) of that portion of the area of a project that is not being utilized for buildings or other impervious surfaces should be kept in a natural/undisturbed state. Native grasses, wild flowers, and native shrubs are desirable features to maintain.
- (14) In all areas where grading and tree removal is a concern, planting of new landscaping materials beyond the requirements of Policy 22 (Absolute), “Landscaping”, of this Chapter is strongly encouraged. New trees and landscaping should be concentrated where they will have the greatest effect on softening disturbed areas and buffering off site views of the property.

B. Negative points shall be assessed against an application according to the following point schedule:

- 2: Proposals that provide no public benefit. Examples include: providing no landscaping to create screening from adjacent properties, public right of way and view sheds; the use of large areas of sod or other non-native grasses that require excessive irrigation and do not fit the character of the neighborhood; the use of excessive amounts of exotic landscape species; and the removal of

LANDSCAPING ORDINANCE

specimen trees that could be avoided with an alternative design layout.

C. Positive points will be awarded to an application according to the following point schedule:

+2: Proposals that provide some public benefit. Examples include: the preservation of a specimen trees as a result of a new building footprint configuration to preserve the trees; preservation of groupings of existing healthy trees that provide wildlife habitat; preservation of native ground covers and shrubs significant to the size of the site; xeriscape planting beds; the planting of trees that are of larger sizes (a minimum of 2.5” caliper for deciduous trees and eight feet (8’) for evergreen trees); utilizing a variety of species; and the layering of ground covers, shrubs, and trees that enhances screening and assists in breaking up use areas and creating privacy. In general, plantings are located within zone one.

+4: Proposals that provide above average landscaping plans. Examples include: all those noted under +2 points, in addition to the planting of trees that are of larger sizes (a minimum of 3” caliper for deciduous trees and ten feet (10’) for evergreen trees); utilizing a variety of species and the layering of ground covers, shrubs, and trees that enhances screening and assists in breaking up use areas and creating privacy. 50% of all new planting should be native to the Town and the remaining 50% should be adapted to a high altitude environment. In general, plantings are located within zone one and zone two.

+6: Proposals that that provide significant public benefit through exceptional landscape plans. Examples include: all those noted under +2 and +4 points, and the planting of deciduous and evergreen trees that are a combination of the minimum sizes noted under positive four points (+4) and the largest possible for their species; the planting of the most landscaping possible on the site at maturity; utilizing a variety of species and the layering of ground covers, shrubs, and trees to break up use areas, create privacy, and provide a substantial screening of the site. 75% of all new plantings should be native to the Town and the remaining 25% should be adapted to a high altitude environment. Plantings are located in zone one, zone two, and zone three.

²Examples of positive point awards are for purpose of illustration only, and are not binding upon the Planning Commission. The ultimate allocation of points shall be made by the Planning Commission pursuant to section 9-1-17-3 of this Chapter.

Section 6. Except as specifically amended hereby, the Breckenridge Town Code, and the various secondary codes adopted by reference therein, shall continue in full force and effect.

Section 7. The Town Council hereby finds, determines and declares that it has the power to adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling

LANDSCAPING ORDINANCE

1 Act, Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning
2 municipal zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers);
3 (iv) Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to
4 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers
5 contained in the Breckenridge Town Charter.

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

8 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
9 PUBLISHED IN FULL this ____ day of _____, 2010. A Public Hearing shall be held at the
10 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
11 _____, 2011, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
12 Town.

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

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

22 ATTEST:

23
24
25
26 _____
27 Mary Jean Loufek, CMC,
28 Town Clerk
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

TIMOTHY H. BERRY, P.C.

A Professional Corporation
Attorney At Law

P.O. Box 2
Leadville, CO 80461

Telephone (719) 486-1889
Facsimile (719) 486-3039

Timothy H. Berry

December 1, 2010

Town Council
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

RE: Proposed 2011 Legal Services Agreements

Dear Mayor Warner and Councilmembers:

It is time for the Council to consider my agreement for fiscal 2011, as well as Seth Murphy's annual contract to provide services as the Town's Municipal Court Prosecutor.

Enclosed are proposed forms of agreement for both Seth and me. The proposed contracts are identical in substance to the contracts that you approved last year.

I look forward to continuing my relationship with the Town, and I know that Seth does too.

I will be happy to discuss these proposed agreements with you on Tuesday.

Very truly yours,



Timothy H. Berry

THB

A RESOLUTION

SERIES 2010

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR ATTORNEY SERVICES WITH TIMOTHY H. BERRY, P.C. FOR 2011

WHEREAS, the Town of Breckenridge desires to enter into a Town Attorney Agreement with Timothy H. Berry, P.C. for 2011;

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

Section 1. The Town Attorney Agreement with Timothy H. Berry, P.C. for 2011, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof, is hereby approved by the Town Council.

Section 2. The Mayor of the Town of Breckenridge be and hereby is authorized, empowered and directed in the name of the Town of Breckenridge and on behalf of its Town Council to make, execute and deliver the Town Attorney Agreement attached hereto as Exhibit "A".

RESOLUTION ADOPTED AND APPROVED this 14^h day of December, 2010.

ATTEST:

TOWN OF BRECKENRIDGE

Mary Jean Loufek, CMC, Town Clerk

John Warner, Mayor

APPROVED IN FORM

Town Attorney

Date

TOWN ATTORNEY AGREEMENT

This Agreement (“*Agreement*”) is made and entered into this _____ day of _____ 20__, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“*Town*”) and TIMOTHY H. BERRY, P.C., a Colorado corporation (“*Attorneys*”).

WITNESSETH:

1. The Town does hereby employ and retain the Attorneys as Town Attorney for the period commencing January 1, 2011 and ending December 31, 2011. The Attorneys shall perform the services as more fully described in Paragraph 3 of this Agreement.
2. The Attorneys accept such employment and agree to perform the duties required of it as Town Attorney in a competent and professional manner.
3. The Attorneys are hired to, and shall perform, the following duties:
 - A. Act as legal advisor to, and be the attorney and counsel for, the Town Council.
 - B. Advise any Town officer, department head or staff member in matters relating to his or her duties. To facilitate the performance of this duty, Timothy H. Berry, President of Attorneys, shall be available in the Town Hall offices from 9:00 a.m. to 4:30 p.m. each Tuesday, except on those Tuesdays when the Timothy H. Berry is to attend a Town Council or Planning Commission meeting, in which event he shall be available until the conclusion of such meeting.
 - C. Prepare and review ordinances, contracts and other written instruments when requested by the Town Council, municipal officials or staff members and promptly give its opinion as to the legal consequences thereof.
 - D. Call to the attention of the Town Council, municipal officials and staff members all matters of law, and changes and developments therein, which affect the Town.
 - E. Have Timothy H. Berry attend all regular and special meetings of the Town Council.
 - F. Have Timothy H. Berry attend regular and special Town Planning Commission meeting when requested to do so by the Town staff or the Planning Commission.
 - G. Have Timothy H. Berry attend meetings of the Breckenridge Open Space Advisory Commission when requested to do so by the Town staff or the Open Space Advisory Commission.

2011 TOWN ATTORNEY AGREEMENT

- H. Have Timothy H. Berry attend meetings of the Town's Liquor Licensing Authority when requested to do so by the Town staff or the Liquor Licensing Authority.
 - I. Unless otherwise directed by the Town Council, the Attorneys shall represent the Town in any litigation in state or federal courts or before administrative agencies.
4. As compensation for the services to be provided by the Attorneys as set forth in Paragraph 3, the Town shall pay the Attorneys the sum of \$160.00 per hour for each hour of time, whether litigation or non-litigation, expended by Timothy H. Berry (whether in the Town's offices or the Attorneys' offices). Attorneys shall also be reimbursed for all reasonable and necessary expenses which it may pay or incur on behalf of the Town in connection with litigation matters including, but not limited to, the cost of subpoenas, witness fees and photocopying costs incurred outside of Attorneys' office. Computerized legal research services performed for the Town shall be billed to the Town at the same rate paid by the Attorney for such services. The Attorneys shall submit to the Town on a monthly basis an itemized billing detailing all services performed for the Town during the preceding month. The Attorneys' monthly statement for services rendered shall be mailed to the Town on or before the first day of each month and shall be paid by the Town not later than the 15th day of each month.
 5. Notwithstanding the provisions of Paragraph 4 of this Agreement, legal services performed by the Attorneys for the Town which are to be reimbursed by third parties (such as real estate developers or property owners) shall be billed at the rate of \$220.00 per hour. Such services shall be separately billed and accounted for as directed by the Financial Services Manager of the Town.
 6. The Attorneys shall not bill the Town for travel time to and from Attorneys' Leadville office and Breckenridge. In lieu thereof, the Town shall pay to the Attorneys a mileage allowance of \$0.25 per mile round trip for each regularly scheduled trip made on Town business by Attorneys.
 7. The Attorneys shall at all times maintain professional liability insurance in an amount of not less than \$1,000,000.00 per claim/\$ 1,000,000.00 yearly aggregate.
 8. The Attorneys shall not be entitled to paid vacation, health benefits, sick leave or any other benefit paid, given or provided to Town employees.
 9. The Attorneys understands that (i) Town will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Attorneys are obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Attorneys are not entitled to workers' compensation benefits from the Town or the Town's workers' compensation insurance carrier; and (iv) Attorneys are not entitled to unemployment

2011 TOWN ATTORNEY AGREEMENT

insurance benefits unless unemployment compensation coverage is provided by Attorneys or some other entity. Attorneys agree to indemnify and hold Town harmless from any liability resulting from Attorneys' failure to pay or withhold state or federal taxes on the compensation paid hereunder

10. The Attorneys shall devote so much of the firm's time to the business of the Town as may be required to assure proper representation of the Town, but the Attorneys shall not be prevented from taking other employment by reason of this Agreement; provided, however, that the Attorneys shall not enter into other contractual or business relationships, nor undertake to represent a client, when such contract, business relationship or representation would create a conflict of interest as to Attorneys' continued representation of Town.
11. The Attorneys understand and acknowledge that the firm serves at the pleasure of the Town Council, and that this Agreement may be terminated at any time by the Town Council, without liability to the Attorneys for breach, and without the need for either cause for the termination or a hearing.
12. Throughout the extended term of this Agreement, Attorneys shall not:
 - A. knowingly employ or contract with an illegal alien who will perform work under this Agreement; or
 - B. enter into a contract with a subcontractor that fails to certify to Attorneys that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Attorneys have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Colorado Department of Labor and Employment employment verification program. As used in this provision: (i) the term "E-Verify Program" means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program; and (ii) the term "Colorado Department of Labor and Employment employment verification program" means the program established by Section 8-17.5-102(5)(c), C.R.S.

Attorneys are prohibited from using E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.

If Attorneys obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Attorneys shall:

2011 TOWN ATTORNEY AGREEMENT

- A. notify such subcontractor and the Town within three days that Attorneys has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not stop employing or contracting with the illegal alien; except that Attorneys shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Attorneys shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If Attorneys violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. or this Section 12, the Town may terminate this Agreement for a breach of the contract. If this Agreement is so terminated, Attorneys shall be liable for actual and consequential damages to the Town.

- 13. The Town shall contract with another attorney or law firm to handle the prosecution of municipal ordinance violations in the Town's Municipal Court, and appeals from the judgments of such court. Such services are excluded from this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

TIMOTHY H. BERRY, P.C., a Colorado
corporation

By: _____

Timothy H. Berry, President

A RESOLUTION

SERIES 2010

A RESOLUTION APPROVING AN AGREEMENT FOR MUNICIPAL COURT PROSECUTION SERVICES WITH RICHMOND, SPROUSE & MURPHY, LLC

WHEREAS, Section 8.1 of the Breckenridge Town Charter authorizes the Town Council to employ one or more assistants to the Town Attorney; and

WHEREAS, the Town Attorney has requested that the Town Council employ the law firm of Richmond, Sprouse & Murphy, LLC to act as municipal court prosecutors for the Town of Breckenridge for 2011; and

WHEREAS, a proposed Municipal Court Prosecutor Agreement between the Town and Richmond, Sprouse & Murphy, LLC, has been prepared, a copy of which is marked Exhibit "A", attached hereto and incorporated herein by reference ("Agreement"); and

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

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

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

Section 1. The proposed Municipal Court Prosecutor Agreement with Richmond, Sprouse & Murphy, LLC (Exhibit "A" hereto) is approved; and the Mayor and Town Clerk are hereby authorized, empowered and directed to execute such Agreement for and on behalf of the Town of Breckenridge.

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

RESOLUTION ADOPTED AND APPROVED this 14^h day of December, 2010.

ATTEST:

TOWN OF BRECKENRIDGE

Mary Jean Loufek, CMC, Town Clerk

John Warner, Mayor

APPROVED IN FORM

Town Attorney

Date

MUNICIPAL COURT PROSECUTOR AGREEMENT

This Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Town") and RICHMOND, SPROUSE & MURPHY, LLC, a Colorado limited liability company ("Attorneys").

WITNESSETH:

1. The Town does hereby employ and retain the Attorneys to act as the prosecutor in the Town's Municipal Court ("Prosecutor") for the period commencing January 1, 2011 and ending December 31, 2011. The Attorneys shall perform the services as more fully described in Paragraph 3 of this Agreement.

2. The Attorneys accept such employment and agree to perform the duties required of it as Prosecutor in a competent and professional manner.

3. The Attorneys are hired to, and shall perform, the following duties:

A. Prosecute all matters brought in the Town's Municipal Court ("Municipal Court"), including having Seth Murphy, or another competent prosecuting attorney, appear on behalf of the Town in each session of the Municipal Court, which sessions are generally scheduled on the second and fourth Wednesday of each month, with additional sessions scheduled as required by the Municipal Court's schedule.

B. Unless otherwise requested by the Town, represent the Town in any appeals of Municipal Court matters.

C. Advise any Town officer, department head or staff member in matters relating to Municipal Court.

D. Have Seth Murphy attend Town Council or other Town meetings when requested to do so by the Town Council or Town staff.

4. As compensation for the services to be provided by the Attorneys as set forth in Paragraph 3, the Town shall pay the Attorneys the sum of \$100.00 per hour for each hour expended by Seth Murphy on matters related to the Municipal Court. Attorneys shall also be reimbursed for all reasonable and necessary expenses which it may pay or incur on behalf of the Town in connection with Municipal Court matters including, but not limited to, the cost of subpoenas, witness fees and photocopying costs incurred outside of Attorneys' office. Computerized legal research services performed for the Town shall be billed to the Town at the same rate paid by the Attorneys for such services. The Attorneys shall submit to the Town on a monthly basis an itemized billing detailing all services performed for the Town during the preceding month. The Attorneys' monthly statement for services rendered shall be mailed to the Town on or before the fifth day of each month and shall be paid by the Town not later than the 15th day of each month.

2011 FEE AGREEMENT

A. Attorneys shall also be reimbursed the cost of employing, as an independent contractor or otherwise, an assistant for the Attorneys for Municipal Court matters. Such person shall assist Attorneys in preparing general court filings, contacting witnesses and victims, management of victim restitution and other victim input matters, and other matters relating to the Municipal Court. The Town's reimbursement for such assistant shall be at a rate not to exceed \$25.00 per hour, and such expense shall be submitted with the Attorneys' monthly itemized billing.

5. The Attorneys shall not bill the Town for travel time to and from the Municipal Court. In the event that any other travel is required as part of Attorneys' duties, such travel shall be billed at the hourly rate set forth above.

6. The Attorneys shall at all times maintain professional liability insurance in an amount of not less than \$1,000,000.00 per claim/\$1,000,000.00 yearly aggregate.

7. The Attorneys shall not be entitled to paid vacation, health benefits, sick leave or any other benefit paid, given or provided to Town employees.

8. The Attorneys understands that (i) Town will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Attorneys are obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Attorneys are not entitled to workers' compensation benefits from the Town or the Town's workers' compensation insurance carrier; and (iv) Attorneys are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Attorneys or some other entity. Attorneys agree to indemnify and hold Town harmless from any liability resulting from Attorneys' failure to pay or withhold state or federal taxes on the compensation paid hereunder.

9. The Attorneys shall devote so much of the firm's time to the business of the Town as may be required to assure proper representation of the Town, but the Attorneys shall not be prevented from taking other employment by reason of this Agreement; provided, however, that the Attorneys shall not enter into other contractual or business relationships, nor undertake to represent a client, when such contract, business relationship or representation would create a conflict of interest as to Attorneys' continued representation of Town.

10. The Attorneys understand and acknowledge that the firm serves at the pleasure of the Town Council, and that this Agreement may be terminated at any time by the Town Council, without liability to the Attorneys for breach, and without the need for either cause for the termination or a hearing.

11. Throughout the extended term of this Agreement, Attorneys shall not:

A. knowingly employ or contract with an illegal alien to perform work under this Agreement; or

B. enter into a contract with a subcontractor that fails to certify to Attorneys that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Attorneys have verified or have attempted to verify through participation in the Federal Basic Pilot Program that Attorneys do not employ any illegal aliens; and if Attorneys are not accepted into the Federal Basic Pilot Program prior to the extension of the term of this Agreement, Attorneys shall apply to participate in the Federal Basic Pilot Program every three months thereafter, until Attorneys are accepted or this Agreement has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Federal Basic Pilot Program is discontinued.

Attorneys are prohibited from using Federal Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

If Attorneys obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Attorneys shall:

A. notify such subcontractor and the Town within three days that Attorneys have actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not stop employing or contracting with the illegal alien; except that Attorneys shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Attorneys shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If Attorneys violate any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. or this Section 13, the Town may terminate this Agreement for a breach of the contract. If this Agreement is so terminated, Attorneys shall be liable for actual and consequential damages to the Town.

12. Attorneys may contract with another qualified attorney to act as a substitute prosecutor in the event that Seth Murphy is unavailable to attend any Municipal Court session. The Attorneys shall pay such substitute prosecutor directly at the hourly rate set forth in this Agreement, and the Town shall reimburse Attorneys for such costs.

[SIGNATURE PAGE FOLLOWS]

2011 FEE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

ATTEST:

TOWN OF BRECKENRIDGE

Town Clerk

John Warner, Mayor

RICHMOND, SPROUSE & MURPHY, LLC,
a Colorado limited liability company

By: Seth Murphy, Member

MEMORANDUM

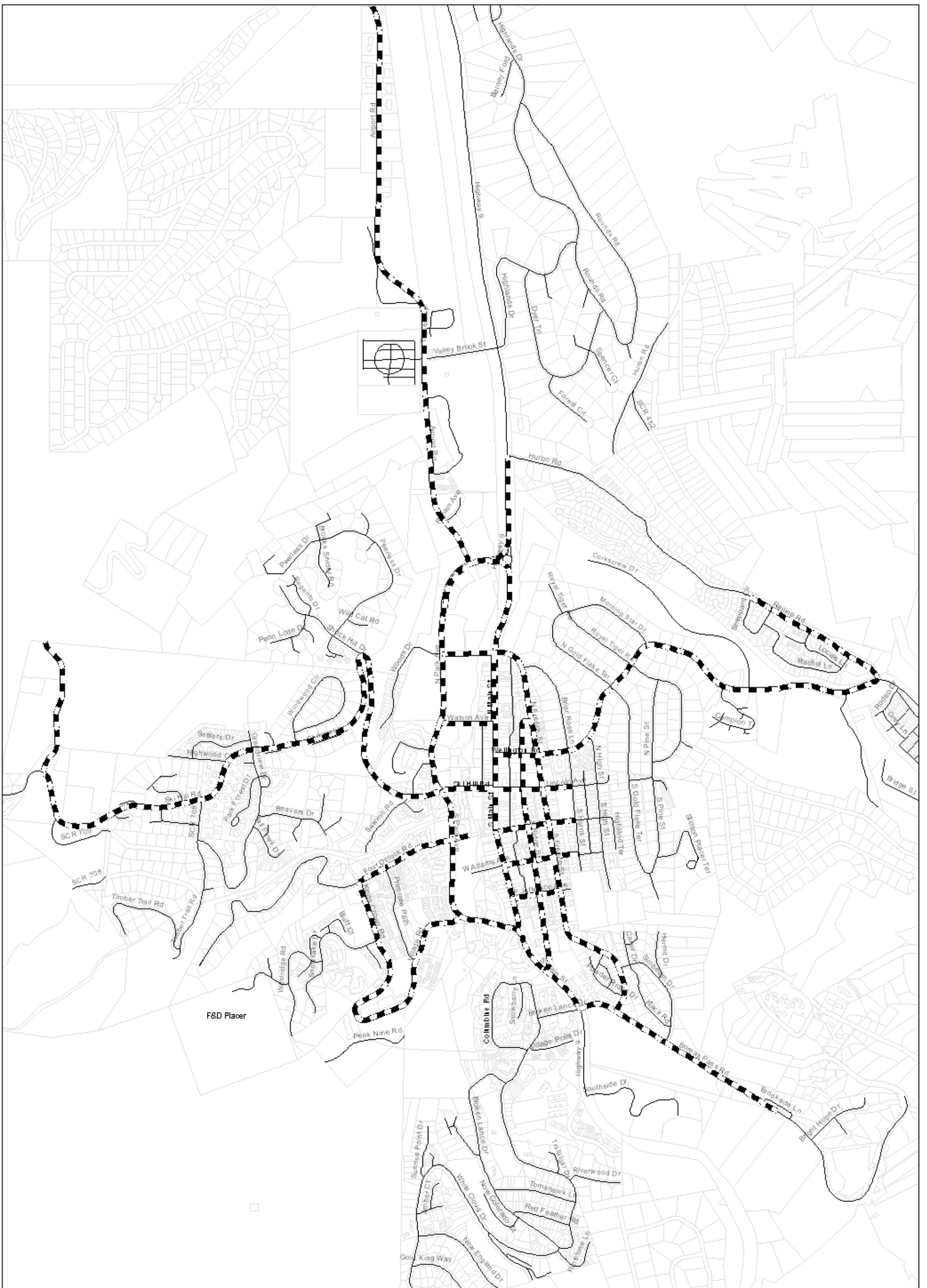
TO: Town Council

FROM: Chris Kulick, Planner I
Mark Truckey, Assistant Director of Public Works

DATE: December 7, 2010

SUBJECT: Complete Streets Resolution

In the November 9, 2010 Council packet staff presented information on complete streets policies with a suggestion for the Town to adopt a complete streets policy. At the conclusion of that work session Council unanimously directed staff to pursue adopting a complete streets policy through resolution, to better accommodate all modes of travel on Town streets, including pedestrians, cyclists, motorists, and mass transit riders. A resolution for a complete streets policy is scheduled for the December 14th Council meeting. Staff will be happy to answer any further questions regarding the proposed complete streets resolution at your request.





Town of Breckenridge Complete Streets Map

This map is for display purposes only.
Do not use for legal conveyance.
Not necessarily accurate by surveying standards and
does not comply with the National Mapping Accuracy Standards
© 2010 Town of Breckenridge Open Space Division.

0 345 690 1,380 2,070 2,760 Feet

1:14,000



Legend	
	Complete_streets
	Town Streets



MEMORANDUM

To: Town Council
From: Tim Gagen, Town Manager
Date: December 2, 2010
Subject: Peak 6 MOU - Resolution

This memorandum provides background for Council as they consider a resolution approving a Memorandum of Understanding (MOU) between Vail Summit Resorts, Inc., Summit County, and the Town of Breckenridge. This MOU concerns the Peak 6 expansion.

Background

The Breckenridge Ski Area has submitted a proposal to the U.S. Forest Service to expand skiing on to Peak 6. As a part of the proposal, the public submitted a number of comments regarding the potential impacts of the expansion on not only the environment, but on some of the socio-economic aspects of the community.

The U.S. Forest Service, through the National Environmental Policy Act process (NEPA), is presently reviewing the potential environmental impacts of the proposal. Since the Forest Service NEPA process does not deal with social issues, the Ski Area formed a Task Force to examine the socio-economic comments that were received. The Peak 6 Task Force was comprised of representatives from the County, Breckenridge Town Council, citizens and the Ski Area, along with participation by the U.S. Forest Service.

The Task Force presented its findings to the Town and County in July of 2009. The findings have been incorporated in a Memorandum of Understanding. After several drafts and a joint meeting with the Board of County Commissioners (BOCC), the MOU has been finalized for formal consideration by the Town, County and the Ski Area.

Council Action Requested

Council is being presented with a resolution approving the MOU for Peak 6, and is requested to consider this resolution at the December 14, 2010 Council meeting.

Citizen members of the Task Force have been forwarded a copy of the final MOU.

DRAFT November 2229, 2010 DRAFT

MEMORANDUM OF UNDERSTANDING

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

Background

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

Understandings

The parties understand and agree as follows:

1. Quality of Life.

(a) BSR agrees that it will not apply for or undertake any residential or commercial development on or at the base of Peak 6, except for skier service facilities approved by the USFS.

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

2. Housing.

(a) The goal is to avoid negative impacts on the employee housing supply currently available in the Upper Blue River Basin from BSR employees added to operate Peak 6. An increase in the occupancy of residential housing owned or controlled by BSR will not be deemed a negative impact on employee housing supply. The Upper Blue River Basin generally includes the area of Summit County (including the Town of Breckenridge) between the south of end of Lake Dillon and Hoosier Pass.

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

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

(d) Upon completion of each phase of the development of the Peak 6 Improvements, BSR will notify the Town and County of the actual number of additional employees required initially to operate that phase of improvements and will restrict by covenant units in BSR Housing at least equal to 40% of such number of employees times 350 square feet. In addition, such covenant will restrict the units so as to be permanently affordable at 50% AMI. Affordability shall be determined by using the same methodology as is provided for in already existing covenant(s) restricting the rental rates of certain units of BSR Housing, but adjusting for the 50% AMI provided for above.

3. Social Services.

(a) The goals are to avoid negative impacts on the availability of health and human services resulting from BSR employees added to operate Peak 6 and to provide a framework to identify, discuss and take agreed upon actions in response to the broader demands/impacts of BSR employees on agencies and entities providing health and human services in Summit County.

(b) BSR will work with the Summit C.A.R.E. Council and local government to:

- (i) identify the demands, if any, that Peak 6 employees place on governmental agencies and non-profit entities providing health and human services in Summit County;
- (ii) discuss, establish and implement agreed upon actions to meaningfully limit the impacts of the Peak 6 operations on the provision of health and human services in Summit County; and
- (iii) determine and report on the status and need for health and human services in Summit County, with an emphasis on those services impacted by additional BSR employees required for operation of Peak 6. BSR will take into account such reported status and needs and any such reported impacts when making decisions on levels and areas of charitable support.

(c) BSR, through its charitable giving programs including Vail Resorts Echo, already provides substantial support to social service and nonprofit organizations in Summit County and will continue to provide support regardless of whether the Peak 6 project is constructed.

(d) The parties recognize the limited scope of BSR's Peak 6 proposal and certain task force discussions, nonetheless, BSR has volunteered that this Memorandum will provide a

framework to identify, discuss and take agreed upon actions in response to the broader demands/impacts of BSR employees on governmental agencies and non-profit entities providing health and human services in Summit County. To that end, BSR has agreed, first, to have a representative participate on the Summit C.A.R.E. Council and, second, to have a senior executive of BSR meet with the Care Council twice per year, and BSR intends to continue to do so regardless of whether the Peak 6 project is constructed. Through its participation on the CARE Council, BSR will fulfill the purpose not only of discussing, identifying and taking agreed upon action in response to impacts directly related to the Peak 6 expansion and cumulative affects of growth at BSR but will also participate in discussions of broader impacts to social and human services in Summit County.

4. Parking and Transportation.

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

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

expansion of the ski mountain within the Breckenridge Ski Resort, including, without limitation, the Gold Rush parking lot.

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

5. USFS Process.

(a) The Town and County acknowledge that the USFS is responsible for the approval, any conditions to approval, or the rejection of BSR's proposal for the Peak 6 expansion based on the USFS standards and guidelines as well as the analysis under NEPA. The foregoing does not constitute a waiver or limitation on any existing or future review authority, jurisdiction or responsibility of the Town or County regarding the proposed Peak 6 expansion, including any development or impacts related thereto.

(b) The Town and the County acknowledge that the potential social and socio-economic issues identified as relating specifically to the Peak 6 project have been identified and discussed through the task force process. This Memorandum provides a framework to address the Peak 6 project impacts specifically and for the identification, discussion and future implementation of actions in response to broader impacts within Summit County resulting from BSR operations. The Town and County recognize and appreciate BSR/VSR's ongoing charitable giving program efforts within Summit County, which has significantly helped to mitigate negative social and socio-economic impacts in Summit County. In regards to the mitigation of the social and socio-economic issues relating to the Peak 6 Project, the Town and County support the project and the implementation of this Memorandum provided that all other aspects of the Peak 6 project are deemed acceptable or otherwise adequately mitigated to the satisfaction of the Town and County.

Definition and Conditions

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

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

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

D. Condition on BSR Commitments; Enforcement. BSR/VSR’s obligations to perform its agreements and commitments provided for in this Memorandum will be specifically enforceable by the Town or the County, except that BSR/VSR’s obligations to perform its agreements and commitments provided for in Sections 1(a), 1(b), 2(b), 2(c), 2(d), 3(b), 3(c) and 3(d) of this Memorandum are specifically conditioned on Town and County support of the Peak 6 project and construction of the first phase of improvements for Peak 6 as described in Section 5(b).

TOWN OF BRECKENRIDGE

By: _____
Timothy J. Gagen, Town Manager

SUMMIT COUNTY

BOARD OF COUNTY COMMISSIONERS

By: _____
Robert H.S. French, Chairman

VAIL SUMMIT RESORTS, INC.

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

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

3
4 Section 1. The proposed Memorandum of Understanding with Vail Summit Resorts,
5 Inc., doing business as Breckenridge Ski Resort, and Summit County, concerning the proposal to
6 expand the existing Special Use Permit operating boundary of the Breckenridge Ski Resort to
7 include ski terrain, an aerial tramway and a potential restaurant on Peak 6 of the Ten Mile Range
8 (Exhibit "A" hereto) is approved; and the Town Manager is hereby authorized, empowered and
9 directed to execute such Memorandum of Understanding for and on behalf of the Town of
10 Breckenridge.

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

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

13
14 TOWN OF BRECKENRIDGE

15
16
17
18 By _____
19 John G. Warner, Mayor
20

21 ATTEST:

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

28
29 APPROVED IN FORM

30
31
32
33 _____
34 Town Attorney Date
35
36
37
38
39
40
41
42
43
44
45

MEMORANDUM OF UNDERSTANDING

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

Background

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

Understandings

The parties understand and agree as follows:

1. Quality of Life.

(a) BSR agrees that it will not apply for or undertake any residential or commercial development on or at the base of Peak 6, except for skier service facilities approved by the USFS.

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

2. Housing.

(a) The goal is to avoid negative impacts on the employee housing supply currently available in the Upper Blue River Basin from BSR employees added to operate Peak 6. An increase in the occupancy of residential housing owned or controlled by BSR will not be deemed a negative impact on employee housing supply. The Upper Blue River Basin generally includes the area of Summit County (including the Town of Breckenridge) between the south of end of Lake Dillon and Hoosier Pass.

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

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

(d) Upon completion of each phase of the development of the Peak 6 Improvements, BSR will notify the Town and County of the actual number of additional employees required initially to operate that phase of improvements and will restrict by covenant units in BSR Housing at least equal to 40% of such number of employees times 350 square feet. In addition, such covenant will restrict the units so as to be permanently affordable at 50% AMI. Affordability shall be determined by using the same methodology as is provided for in already existing covenant(s) restricting the rental rates of certain units of BSR Housing, but adjusting for the 50% AMI provided for above.

3. Social Services.

(a) The goals are to avoid negative impacts on the availability of health and human services resulting from BSR employees added to operate Peak 6 and to provide a framework to identify, discuss and take agreed upon actions in response to the broader demands/impacts of BSR employees on agencies and entities providing health and human services in Summit County.

(b) BSR will work with the Summit C.A.R.E. Council and local government to:

- (i) identify the demands, if any, that Peak 6 employees place on governmental agencies and non-profit entities providing health and human services in Summit County;
- (ii) discuss, establish and implement agreed upon actions to meaningfully limit the impacts of the Peak 6 operations on the provision of health and human services in Summit County; and
- (iii) determine and report on the status and need for health and human services in Summit County, with an emphasis on those services impacted by additional BSR employees required for operation of Peak 6. BSR will take into account such reported status and needs and any such reported impacts when making decisions on levels and areas of charitable support.

(c) BSR, through its charitable giving programs including Vail Resorts Echo, already provides substantial support to social service and nonprofit organizations in Summit County and will continue to provide support regardless of whether the Peak 6 project is constructed.

(d) The parties recognize the limited scope of BSR's Peak 6 proposal and certain task force discussions, nonetheless, BSR has volunteered that this Memorandum will provide a

framework to identify, discuss and take agreed upon actions in response to the broader demands/impacts of BSR employees on governmental agencies and non-profit entities providing health and human services in Summit County. To that end, BSR has agreed, first, to have a representative participate on the Summit C.A.R.E. Council and, second, to have a senior executive of BSR meet with the Care Council twice per year, and BSR intends to continue to do so regardless of whether the Peak 6 project is constructed. Through its participation on the CARE Council, BSR will fulfill the purpose not only of discussing, identifying and taking agreed upon action in response to impacts directly related to the Peak 6 expansion and cumulative affects of growth at BSR but will also participate in discussions of broader impacts to social and human services in Summit County.

4. Parking and Transportation.

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

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

expansion of the ski mountain within the Breckenridge Ski Resort, including, without limitation, the Gold Rush parking lot.

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

5. USFS Process.

(a) The Town and County acknowledge that the USFS is responsible for the approval, any conditions to approval, or the rejection of BSR's proposal for the Peak 6 expansion based on the USFS standards and guidelines as well as the analysis under NEPA. The foregoing does not constitute a waiver or limitation on any existing or future review authority, jurisdiction or responsibility of the Town or County regarding the proposed Peak 6 expansion, including any development or impacts related thereto.

(b) The Town and the County acknowledge that the potential social and socio-economic issues identified as relating specifically to the Peak 6 project have been identified and discussed through the task force process. This Memorandum provides a framework to address the Peak 6 project impacts specifically and for the identification, discussion and future implementation of actions in response to broader impacts within Summit County resulting from BSR operations. The Town and County recognize and appreciate BSR/VSR's ongoing charitable giving program efforts within Summit County, which has significantly helped to mitigate negative social and socio-economic impacts in Summit County. In regards to the mitigation of the social and socio-economic issues relating to the Peak 6 Project, the Town and County support the project and the implementation of this Memorandum provided that all other aspects of the Peak 6 project are deemed acceptable or otherwise adequately mitigated to the satisfaction of the Town and County.

Definition and Conditions

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

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

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

D. Condition on BSR Commitments; Enforcement. BSR/VSR’s obligations to perform its agreements and commitments provided for in this Memorandum will be specifically enforceable by the Town or the County, except that BSR/VSR’s obligations to perform its agreements and commitments provided for in Sections 1(a), 1(b), 2(b), 2(c), 2(d), 3(b), 3(c) and 3(d) of this Memorandum are specifically conditioned on Town and County support of the Peak 6 project and construction of the first phase of improvements for Peak 6 as described in Section 5(b).

TOWN OF BRECKENRIDGE

By: _____
Timothy J. Gagen, Town Manager

SUMMIT COUNTY

BOARD OF COUNTY COMMISSIONERS

By: _____
Robert H.S. French, Chairman

VAIL SUMMIT RESORTS, INC.

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

MEMO

TO: Town Council

FROM: Town Attorney

RE: Resolution Concerning Acquisition of Partial Interest in Scott Property

DATE: December 6, 2010 (for December 14th meeting)

The Council previously agreed to participate with Summit County in the acquisition of the ±40 acres owned by Hugh Scott IV. Under the terms of the deal, the Town is to acquire a 50% interest in the Scott property at a cost of \$70,000. The County will retain the remaining 50% interest in the property.

Because the County already had the Scott property under contract the mechanism for the Town to acquire its interest in the property is an “Assignment of Partial Interest in Option Agreement.” Such agreement has been prepared and executed by the Town Manager, and it is necessary for the Council to ratify his signing of the assignment contract.

In addition, the closing of the purchase of the Scott property occurred on December 3rd in accordance with the original Option Agreement between the County and Scott. The Town has funded its share of the purchase price and related costs, and it is also necessary for the Council to ratify all action taken by the Town staff in connection with the closing of the purchase of the Scott property.

Enclosed with this memo is a proposed resolution to both ratify the Town Manager’s signature on the Assignment of Partial Interest in Option Agreement document, as well as to ratify all action taken by the Town staff in connection with the closing of the acquisition of the Scott property.

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

1 (Exhibit "A" hereto) is approved, and the Town Manager's previous execution of such document
2 for and on behalf of the Town of Breckenridge is hereby ratified, confirmed, and approved. In
3 addition, the Town Manager's closing of the transaction described in the approved Assignment
4 of Partial Interest in Option Agreement, the payment of Town funds in connection therewith, and
5 all other action previously taken by the Town Manager in connection with such property
6 acquisition, are hereby ratified, confirmed, and approved.
7

8 Section 2. This resolution shall become effective upon its adoption.
9

10 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____, 2010.
11

12 TOWN OF BRECKENRIDGE
13

14
15 By: _____
16 John G. Warner, Mayor
17

18 ATTEST:
19

20
21 _____
22 Mary Jean Loufek, CMC,
23 Town Clerk
24

25 APPROVED IN FORM
26

27
28 _____
29 Town Attorney date
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

Assignment of Partial Interest in Option Agreement

This Assignment of Partial Interest in Option Agreement ("*Assignment*") is dated November 24, 2010 and is between SUMMIT COUNTY, COLORADO, acting by and through its Board of County Commissioners ("*County*") and the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("*Town*").

WHEREAS, the County entered into that Option Agreement with Hugh L. Scott IV dated November 4, 2010 ("*Option Agreement*"); and

WHEREAS, pursuant to the Option Agreement the County obtained the option to purchase the following real property described in the Warranty Deed filed at Reception No. 524443 with the Summit County Clerk and Recorder, totaling approximately 40.280 acres and generally described as:

A tract of land located in Section 22, Township 6 South, Range 77 West of the 6th P.M and being all or portions of the following lodes: Clifton, Logan, MeMe, Weaver, Clay and Webster M.S. 11889A; together with a tract of land located in the Northeast one-quarter of Section 21, Township 6 South, Range 77 West and the West one-half of Section 22, Township 6 South, Range 77 West and also being a portion of the Storms Placer M.S. 5758,

("*Property*")

and

WHEREAS, the Town desires to obtain an assignment of a partial interest in the Option Agreement so that at closing the Town and the County will acquire the Property as tenants in common with the County owning an undivided fifty percent (50%) interest and the Town owning an undivided fifty percent (50%) interest; and

WHEREAS, the County is willing to assign to the Town a partial interest in its option to purchase the Property in accordance with, and subject to, the terms, conditions and provisions of this Assignment.

NOW, THEREFORE, the parties agree as follows:

1. Partial Assignment of Option. For Fifty Dollars (\$50.00), the receipt and sufficiency of which is hereby acknowledged, the County hereby assigns, transfers, and conveys to the Town the right to purchase an undivided fifty percent (50%) interest the Property pursuant to the Option Agreement and this Assignment. The Town hereby accepts such partial assignment, and agrees to be bound by the terms and conditions of the Option Agreement with the same force and effect as if it had originally executed the Option Agreement.

2. Financial Obligations. At closing, Town will pay Seventy Thousand Dollars (\$70,000.00) toward the purchase price of the Property, plus fifty percent (50%) of all closing costs incurred in connection with the purchase of the Property. County will pay the balance of the purchase price for the Property, together with the fifty (50%) of the closing costs incurred in connection with the purchase of the Property.

ASSIGNMENT OF PARTIAL INTEREST IN OPTION AGREEMENT

3. Title To the Property. Title to the Property will be taken such that the Town and the County are tenants in common with the Town owing an undivided fifty percent (50%) interest and County owing an undivided fifty percent (50%) interest in the Property. The form of the deed of conveyance for the Property must be acceptable to counsel for both the Town and the County.

4. No Partition. Following closing, neither party will seek to partition the Property.. This agreement will survive the closing and delivery of the deed to the Property.

5. Applicable Law. This Assignment is to be interpreted in all respects in accordance with the laws of the State of Colorado.

6. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Assignment.

7. Binding Effect. This Assignment is binding upon, and inures to the benefit of the parties, and their respective successors and assigns.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: *Tim Gagen*
Timothy J. Gagen, Town Manager

ATTEST:

Wanda J. Green
~~Mary Jean Loufek, CMC,~~ Wanda J. Green, Deputy
Town Clerk

BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY, COLORADO

By: *Gary Martinez*
Gary Martinez, County Manager

ATTEST:

M. L. Steffen
Clerk and Recorder, Deputy
Summit County, Colorado;
ex officio Clerk of said Board



Approved as
to form

[Signature]
Legal

ASSIGNMENT OF PARTIAL INTEREST IN OPTION AGREEMENT

MEMO

TO: Breckenridge Town Council
FROM: Laurie Best
RE: CDBG-Valley Brook Public Hearing
DATE: December 8, 2010 (for December 14, 2010)

The Town of Breckenridge was the recipient of a \$750,000 CDBG grant from the Colorado Division of Housing for the Valley Brook Infrastructure. In addition to the CDBG grant, the Town was also awarded a \$250,000 grant thru the Colorado Mineral Impact Fund (MIAF) for the Infrastructure. The Town contracted with Stan Miller, Inc. and the Infrastructure construction began in April of 2010. The notice of completion was issued on August 23, 2010. All of the CDBG and MIAF funds have been expended and the State of Colorado requires the Town conduct a public hearing at which time citizens can comment on the Town's performance of its obligations under the grant. Notice of this public hearing has been published on the Town's web site and in the Summit Daily. A copy of the notice is attached.

It should be noted that the expenses incurred relative to the Infrastructure phase of Valley Brook equal \$1,013,752.24 which is within with the \$1,113,308 budget authorized by the State in the grant contract. Because of cost savings, the Town did not have to expend contingency funds (\$47,248) which were part of the original Infrastructure budget approved by the State. Staff has submitted reimbursement requests to both the Division of Housing and the MIAF and to date we have received \$662,803 from the Division of Housing and have been advised that the full \$250,000 from MIAF will be issued mid-December. Staff intends to submit the final report and the final draw request for the remaining \$87,197 before the end of the year. Based on conversations with the State it is staffs understanding that the Town has met our match requirement thru land donation, tap donations, and fee waivers, and that the State will reimburse all but \$1,000 which will be held until all twenty two of the 80% AMI units are CO'd.

Other expenses related to the Valley Brook project include predevelopment and pre-grant expenses (which are not grant eligible) and vertical construction. Staff will attend the public hearing which is scheduled during your evening meeting and will be prepared to address any public comment regarding this project.

DIVISION OF HOUSING CONTRACT 1-20-2011

7. **BUDGET.** Funds from sources other than CDBG shall not be considered matching funds subject to federal audit requirements.

Project Activities	Project Cost	CDBG Funds	Other Funds	Source
Land Value	\$3,000,000		\$3,000,000	Town of Breckenridge
Building permit, water and sewer tap fees	\$920,000		\$920,000	Town of Breckenridge
Infrastructure Costs	\$1,013,308	\$749,000	\$250,000 \$14,308	DOLA Energy Impact Assistance Fund Town of Breckenridge
Contingency	\$47,248		\$47,248	Town of Breckenridge
CDOH Final Payment (Infrastructure Costs)	\$1,000	\$1,000		
TOTAL	\$4,981,556	\$750,000	\$4,231,556	

8. **PAYMENT SCHEDULE.** Payments shall be made in accordance with the provisions set forth in Paragraph 11. within the main body of this Contract.

\$749,000 Interim Payment-Paid upon receipt and approval of written requests from the Contractor for funds to meet immediate cash needs.

\$1,000 Final Payment-Paid upon substantial completion of the Project, provided that the Contractor has submitted, and the Department of Local Affairs, Division of Housing has accepted, all required quarterly Financial Status Reports and Performance Report information.

\$750,000 **TOTAL**

REMITTANCE ADDRESS

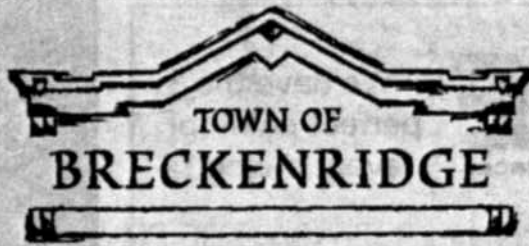
Town of Breckenridge
P.O. Box 168
Breckenridge, CO 80424

9. **CONTRACT MONITORING.** The Colorado Department of Local Affairs, Division of Housing shall monitor this Contract in accordance with the provisions set forth in Paragraph 21 within the main body of this Contract.

10. **REPORTING SCHEDULE.** The Contractor shall provide the following reports to the Department of Local Affairs, Division of Housing in accordance with the provisions set forth in Paragraph 18 within the main body of this contract:

A. **Financial Reports.** One copy of the quarterly Financial Status Report shall be submitted within 20 calendar days of the end of the calendar quarter. This report must be submitted on forms provided by the Division of Housing. No requests for payments shall be processed if the Contractor has not submitted this quarterly report.

B. **Narrative Reports.** One copy of the quarterly Narrative Performance Report shall be submitted within 20 calendar days of the end of the calendar quarter. This report may be submitted on forms provided by the Division of Housing. No requests for payments shall be processed if the Contractor has not submitted this quarterly report.



12/3/10

**Public Notice and Notice of Public Hearing
for Post Award Hearing
Valley Brook Neighborhood Infrastructure**

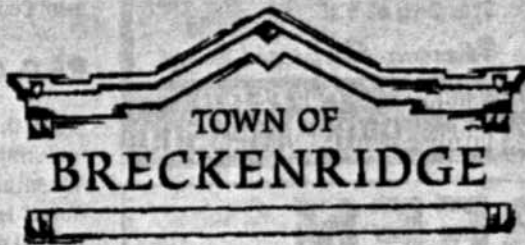
The Town of Breckenridge will conduct a public hearing at 150 Ski Hill Road on December 14, 2010 at the Town Council Meeting. The purpose of the hearing is to allow citizens to review and comment on the performance of the Town of Breckenridge in developing the Valley Brook Neighborhood Infrastructure, which was financed with federal Community Development Block Grant funds provided by the State of Colorado.

Written comments are also welcome and must be received by December 31, 2010, at Box 168, Breckenridge Colorado 80424; attention: Laurie Best. Information and records regarding the above described project are available at 150 Ski Hill Road, Breckenridge Colorado 80424 during regular office hours. Advance notice is requested.

For additional information, please contact Laurie Best at (970) 547-3112 or laurieb@townofbreckenridge.com.

Summit
Daily
Needs

12/3/10



12/8/10

**Public Notice and Notice of Public Hearing
for Post Award Hearing
Valley Brook Neighborhood Infrastructure**

The Town of Breckenridge will conduct a public hearing at 150 Ski Hill Road on December 14, 2010 at the Town Council Meeting. The purpose of the hearing is to allow citizens to review and comment on the performance of the Town of Breckenridge in developing the Valley Brook Neighborhood Infrastructure, which was financed with federal Community Development Block Grant funds provided by the State of Colorado.

Written comments are also welcome and must be received by December 31, 2010, at Box 168, Breckenridge Colorado 80424; attention: Laurie Best. Information and records regarding the above described project are available at 150 Ski Hill Road, Breckenridge Colorado 80424 during regular office hours. Advance notice is requested.

For additional information, please contact Laurie Best at (970) 547-3112 or laurieb@townofbreckenridge.com.

12/8/10

COLORADO DEPARTMENT OF LOCAL AFFAIRS ENERGY/MINERAL IMPACT ASSISTANCE PROGRAM-Quarterly Report, Pay Request and Progress Report

Contractor/Grantee: **Town of Breckenridge**

EIAF# **F10S6573**

Purpose of Report (check one or both):
 Quarterly Expenditure Summary Report (Proceed to Section I)
 Pay Request and Progress Report (Proceed to Section II)

SECTION I: QUARTERLY EXPENDITURE SUMMARY REPORT

Instructions: Check the appropriate box (one only) for the calendar year quarter, and report only the amount of State Impact Funds expended during that calendar year quarter. The amount should be all project expenses incurred during the 3 months. The funds can be requested at this time as well (Section II) but it is not required. (Consult instructions if more detailed information is needed.)

Calendar Year 2010 Jan-Mar Apr-Jun July-Sept Oct-Dec Amount of Impact Funds Expended in Quarter: \$1550.50

SECTION II: PAY REQUEST

PAY REQUEST NUMBER: **1** Pay Period Covered by this Request - From **Jan-10** through **01-Dec-10**
 FINAL PAY REQUEST: (PLEASE CHECK IF FINAL)

Name of Construction Contractor, Vendor, Professional Firm or In-Kind Contributor(s)	Invoice Number/Date	Grantee Check Number	Date of Check	Invoice Amount or Valuation of In-Kind Expense	Purpose for Funds Requested (#1-8, See Column 1 Below)	Expense Amount to be Paid with State Impact Grant and/or Loan Funds	Expense Amount to be Paid with Grantee Cash	Expense Amount to be Paid with Other Cash (if listed in state contract)	Identify Source of Other Cash (if not EIAF or Grantee Cash)
1 Lasergraphics	140517/Jan 27	153515	02/27/2010	\$ 220.80	2		\$ 220.80		
2 Lasergraphics	140519/Jan 28	153515	02/27/2010	\$ 220.80	2	\$ 20.80	\$ 200.00		
3 Colorado Mountain News	01/31/2010	153478	02/26/2010	\$ 120.90	2	\$ 120.90			
4 Lasergraphics	140553/Feb 2	153515	02/27/2010	\$ 210.20	2	\$ 156.00	\$ 54.20		
5 Lasergraphics	140558/Feb 3	153515	02/27/2010	\$ 210.20	2	\$ 210.20			
6 Tetra Tech	50328973/Feb 3	153670	02/27/2010	\$ 7,395.00	2	\$ 210.20			
7 Lasergraphics	140570/Feb 5	153515	02/27/2010	\$ 210.20	1	\$ 7,395.00			
8 Lasergraphics	140621/Feb 19	153785	03/10/2010	\$ 14.80	2	\$ 210.20			
9 Raymond Engineering	11941/Mar 19	154631	05/07/2010	\$ 810.00	2	\$ 14.80			
10 Lasergraphics	140748/Mar 25	154172	04/09/2010	\$ 90.65	1	\$ 810.00			
11 Tetra Tech	50344520/April 6	154643	05/07/2010	\$ 535.00	2	\$ 90.65			
12 Breck Building Cener	2319636/April 14	154780	05/19/2010	\$ 33.98	1	\$ 535.00			
13 Tetra Tech	50350306/Mar 28	155020	05/27/2010	\$ 8,591.25	2	\$ 33.98			
14 Lasergraphics	140857/May 5	154877	05/21/2010	\$ 425.50	2	\$ 8,591.25			
15 Stan Miller	05/25/2010	155104	06/04/2010	\$ 196,347.35	2	\$ 425.50			
Colorado Mountain News	02/28/2010	154056	03/31/2010	\$ 115.05	2	\$ 196,347.35			
Copy Copy	05/10/2010	154889	05/21/2010	\$ 88.50	2	\$ 115.05			
DTJ Design	54604/May 6	154894	05/21/2010	\$ 1,963.54	2	\$ 88.50			
HP Geotech	0402721/May 31	155358	06/24/2010	\$ 3,666.25	1	\$ 1,963.54			
Tetra Tech	50361482/June 8	155732	07/15/2010	\$ 7,292.50	1	\$ 3,666.25			
HP Geotech	0402742/June 30	155896	07/29/2010	\$ 1,740.00	1	\$ 7,292.50			
Tetra Tech	50368826/July 8	155923	07/29/2010	\$ 6,708.75	1	\$ 1,740.00			
					1	\$ 6,708.75			

dangerous U-turns around town, trying to find the VAB. The Planning Commission approved the application at November 2, 2010 Planning Commission meeting.

Staff Comments

Master Sign Plan

The applicant is requesting a new Master Sign Plan. Master Sign Plans allocate size, location, style and number of signs. In addition, this Master Sign Plan is proposing some signs that do not meet the Sign Code, as well as an arch feature that does not meet the Fence Policy. In this report, we will primarily discuss the variances to the Breckenridge Sign Code. We will not go into detail on the elements of the Master Sign Plan that comply with the Sign Code.

The master sign plan includes the following signs that do not require any variances:

- 17 double-sided blade signs, 11 square feet each. (Sign Type “C”)
- 3 single-sided wall-mount signs, 8.34 square feet each (Sign Type “D”)
- 4 pedestrian directional (wayfinding) signs with up to 4 messages (directions) per side
- 2 freestanding pedestrian directional/directory signs
- 2 project identity signs on arch, 11 square feet each (Sign Type “C”)

All signs will be constructed of natural wood or high-density urethane, which would be carved to look like natural wood. This material is allowed by the Sign Code. (We note that the directional wayfinding signs were proposed with aluminum. This material is prohibited, and we have added a condition of approval to the effect.)

Variances and Special Circumstances

The applicant has requested a project identification sign larger than 20 square feet, which is allowed when certain conditions are met. Some of these conditions relate to the size of the building, the size of the blank wall against which the sign would be placed, and the distance the building (and sign) are setback from the right-of-way.

There are also two (2) variances proposed to the Sign Code include:

- Variance #1: 8-2-13 (F) Freestanding Signs. The applicant is proposing more than one freestanding sign, and the signs proposed are taller than ten feet (10’).
- Variance #2: 8-2-15 (F) Off-premises signs. The applicant is proposing wayfinding signage to properties off the VAB premises.

One variance is proposed from Policy 47 (Absolute) Fences, Gates and Gateway Entrance Monuments:

- Variance #3: The applicant is proposing an archway over Circle Drive. Gateway Entry Arches are currently prohibited in the Development Code.

Maximum Sign Area

8-2-12 (B) Maximum Sign Area for Building Identification

The maximum sign area for any individual sign per section 8-2-12 (B) of the Sign Code is 20 square feet. The proposed major identification sign is 98 square feet. The applicant believes that limiting the building

identification sign to 20 square feet for a major public destination, with multiple retail locations, five mixed use buildings and a medical clinic will be ineffective and would lead to vehicle and pedestrian confusion and hazards.

The sign would be lit by overhead down lit fixtures, which will meet the Town of Breckenridge Exterior Lighting Ordinance. Due to the speed of traffic on Park Avenue, a sign larger than 20 square feet is warranted in the Applicant's opinion. VAB does not feel it is necessary for a driver to be able to read all the words in the logo; hence, the "...at Breckenridge" is less important than the ability to see the word VILLAGE, so the size request is just based on the ability to read the dominant word in the logo.

For comparison purposes, two of the largest approved commercial signs in Breckenridge are at Main Street Station and Beaver Run. The Main Street Station sign is 55 square feet and Beaver Run has two signs of 45 square feet each. These signs were granted a variance from the Sign Code for exceeding 20 square feet.

[In the Main Street Station case, the Planning Commission found that paragraph "b" was inapplicable or irrelevant. The consensus of the Commission was that this section of the Sign Code was not applicable to this unique situation at Main Street Station. The Commission indicated that although the bridge was broken by architectural features and windows, a sign larger than 20 square feet was necessary to fit within the large expanse of the bridge and to be legible from a distance.

The two signs at Beaver Run were approved at 45 square feet each, and were deemed appropriately sized, due to their locations at ground level, the use of Beaver Run as a major conference destination, and the expanse of the Beaver Run buildings behind the signs.]

The goal for the VAB is to enable an approaching vehicle to identify the Village from a safe distance with enough time to react and prepare for arrival at Circle Drive on the property. Circle Drive is a large trip generator and a big source of congestion on S. Park Avenue. Traveling south on Highway 9, a driver has just a few seconds from the first point of visual contact of the Village until they are passing, or hopefully entering, Circle Drive.

The applicant is requesting a Hotel and Condominium Sign of 98 square feet. The first point of visual contact is from just before the F Lot. Based on this distance and an estimated range of required readable distance the following was determined. The proposed sign is 98 square feet total. VAB feels that allowing a 98 square property identification sign will enable an approaching driver to read the word "VILLAGE" from a safe distance and better prepare for arrival at the property. Per the Sign Code Section 8-2-13 the Commission, and hence the Town Council, has the ability to approve a Hotel and Condominium Signs of larger than 20 square feet when certain conditions are met:

G. Hotel and Condominium Signs:

1. Only one major identification sign shall be permitted for each hotel or condominium project. Such major identification sign shall not exceed the twenty (20) square foot limitation established by subsection 8-2-12B, except when the Commission determines all of the following to exist:

- a. The major identification sign for the project is a single wall sign.*
- b. A sign exceeding the twenty (20) square foot limitation established by subsection 8-2-12B is necessary to fit proportionately within a large expanse of wall area not interrupted by windows or other architectural features, and to serve as an architecturally compatible building feature breaking up a large wall area that would otherwise be unbroken.*
- c. The wall sign is set back at least thirty feet (30') from the property line.*

- d. The wall sign is no larger than is reasonably necessary to identify the project from an adjacent public way.
- e. The colors and design of the sign are compatible with those of the building.
- f. The wall sign is used in lieu of any other major identification sign for the project, including those signs provided in paragraph 2, below.

Due to the existing conditions of vehicle and pedestrians along highway 9, plus the unique design of this property, Staff supports a Hotel and Condominium Sign of 98 square feet.

8-2-12 (A) Building Frontage Definition Interpretation

The allowed sign area for most commercial spaces in town is based on 66% of the building frontage. The Breckenridge Sign Code currently defines “building frontage” as follows:

BUILDING FRONTAGE: The width of a building facing a street or alley or, where a mall exists, building frontage means that portion of the mall which is perpendicular to the street. In the case of a corner lot, the building frontage may be either of the street frontages, but not both, at the option of the property owner. In the case where a property is tandem with another lot and has no frontage on a public street, the adjacent tandem property shall be disregarded, and the building frontage shall mean the façade of the building nearest the public street.

Due to the layout of the VAB property, there are multiple buildings with multiple entrances to retail locations. The property is not a traditional building facing a street and is not a mall, in which case the applicant does not believe that this definition applies to this property. This is due to the location of the retail spaces accessed from multiple sides of buildings.

Using that interpretation, the requested retail signage would be well below the allowable amount based on calculations of 0.66 x linear feet of retail frontage (reference Exhibit F). Based on these calculations, the allowable amount of retail signage is over 830 square feet. The VAB is only requesting 320 square feet of retail signage. The new signage plan dramatically reduces the amount of signage that existed prior to the exterior renovation. Based on an October 2007 survey, the VAB plaza previously had approximately 700 square feet of signage (reference Exhibit F).

The applicant is requesting that all elevations of each building (with entrances) count toward the “building frontage” measurement, and hence toward the allowable sign area. Staff supports this method of determining the allowed sign area in this instance. This would not involve a variance, but rather an interpretation of the sign code to allow this measurement method.

Variance #1: 8-2-13 (F) Freestanding Way Finding Signs (Height and Number of Signs)

The Sign Code prohibits freestanding signs taller than 10’ outside of the Conservation District. The Sign Code also prohibits more than one (1) freestanding sign per lot. This was intended for individual properties, and individual businesses, which does not apply in this situation. The Applicant is proposing four (4) pedestrian way finding signs and two (2) directory/directional freestanding signs. The freestanding signs are proposed at 10’- 9” tall to allow for good pedestrian visibility and snow removal under the signs. The Applicants believe VAB is not a typical property, and with multiple amenities extensive way finding signage is required throughout.

Variance Criteria

D. Criteria for Approval: Before the commission can grant a variance application, the applicant must prove physical hardship and the commission must find all of the following:

1. There are special circumstances or conditions applying to the land, buildings, topography, vegetation or other matters on the subject lot which would substantially restrict the effectiveness of the development in question; provided, however, that such special circumstances or conditions are unique to the particular use of which the applicant desires a variance and do not apply generally to all uses.

There is a pedestrian easement providing access to the Peak 9 base area. Many people walk through the Village at Breckenridge, but are not guests or customers of the VAB. The property is very large and the vastness of the plaza, plus the volume of pedestrians, requires more than one freestanding sign in order to be seen. In addition, greater vertical clearance is required, due to guests carrying skis and clearance required for snow removal vehicles.

2. That such special circumstances were not created by the applicant.

The Peak 9 ski base was not created by the applicant. The access easement was also a requirement of the Town when the property was developed in the early 1980's.

3. That the granting of the variance will be in general harmony with the purposes of this chapter, and will not be materially detrimental to the persons residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public welfare in general.

The proposal is in general harmony with the purposes of this chapter. Some of the purposes of the Sign Code are to provide adequate directional signage and to avoid the creation of a tourist trap atmosphere. This signage does not conflict with these purposes but actually enhances the guest experience while in Breckenridge. The purpose of height limits on signs is to prevent signs that are overly tall and out of scale with the surrounding properties. The number and height of the freestanding signs will not be out of scale with this property.

4. The variance applied for does not depart from the provisions of this chapter any more than is required. (Ord. 19, Series 1988)

The six (6) signs that are proposed are sufficient, but not excessive, for a project of this size, particularly with vastness of the plaza and number of pedestrians walking through. The height of the signs is just enough to avoid conflict with skis and to allow clearance for snow removal vehicles.

Staff supports this variance.

Variance #2: 8-2-15 (F) Off-premises Signs

Section 8-2-15 (F) prohibits off-premises signs. This prohibition is primarily directed at off-premises advertising efforts. The proposed off-premises wayfinding signs are for non-commercial destinations such as Town and neighboring property amenities (i.e. Riverwalk, Main Street, Ski Lifts, Maggie Pond, etc.) in addition to identifying the five VAB buildings. In this case, there appears to be a benefit to all guests of the Town and neighboring properties to provide better way finding. In particular, since there is a public access easement through the property, providing information to the general public is warranted. Staff supports the use of wayfinding to direct guests to off-premises destinations.

Variance Criteria

D. Criteria for Approval: Before the commission can grant a variance application, the applicant must prove physical hardship and the commission must find all of the following:

1. There are special circumstances or conditions applying to the land, buildings, topography, vegetation or other matters on the subject lot which would substantially restrict the effectiveness of the development in question; provided, however, that such special circumstances or conditions are unique to the particular use of which the applicant desires a variance and do not apply generally to all uses.

The special circumstances or conditions are that the property is a main access to the Peak 9 base. Pedestrians walking through the property to access the mountain or Main Street and the Riverwalk, and need directions to the ski slopes, and other adjacent properties. Furthermore, guest leaving the Peak 9 base need directions to Park Avenue and Main Street.

2. That such special circumstances were not created by the applicant.

The location and use of adjacent properties was not created by the applicant. The public access easement was a requirement of the Town when this project was built.

3. That the granting of the variance will be in general harmony with the purposes of this chapter, and will not be materially detrimental to the persons residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public welfare in general.

The proposal is in general harmony with the purposes of this chapter. Two of the purposes of the Sign Code are to provide adequate directional signage and to avoid the creation of a tourist trap atmosphere. This signage does not conflict with these purposes but actually enhances the guest experience.

4. The variance applied for does not depart from the provisions of this chapter any more than is required. (Ord. 19, Series 1988)

These way finding signs would not advertise for businesses, but would be general way finding to major destinations.

Staff supports this variance.

Variance #3: Policy 47: Fences (Gateway Entry Arch)

The applicant is proposing to add an entry arch over Circle Drive to identify the only vehicle entrance to the property. However, Policy 47 (Absolute) Fences, Privacy Gates and Gateway Entrance Monuments, prohibits the use of gateway arches in order to avoid the image of exclusivity. The applicant believes this arch is necessary to help drivers identify the vehicle entrance in the correct location. Vehicular congestion and identification of the driveway has been a problem in the past for new visitors to the VAB. The relevant portions of this policy read as follows:

E. Gateway Entrance Monuments: Gateway entrance monuments within the Conservation District are prohibited. Outside the Conservation District, gateway entrance monuments may be allowed only when they meet the following criteria:

a. Gateway entrance monuments shall be permitted only for residential subdivisions of five (5) or more lots, and for hotels and condominiums located outside of the Conservation District. Such gateway entrance monuments shall not exceed eight feet (8') in height, and shall not exceed twenty feet (20') in length. One (1)

monument is allowed to either side of the road at the entrance to the subdivision, with up to two (2) monuments total at each entrance to the subdivision. Entry monuments shall not be constructed in the public right-of-way. Such entrance monuments shall be constructed of natural materials, such as stone and/or wood, and may incorporate the subdivision entrance sign, under a separate permit. Gateway entrance monuments shall not incorporate an arch or other structure over the road. Privacy gates shall not be incorporated into the gateway entrance monument.

- b. Gateway entrance monuments at private residences shall not exceed five feet (5') in height, and shall not exceed a footprint of ten (10) square feet in ground area. One (1) monument is allowed on either side of the driveway at the entrance to the property, with up to two (2) monuments total at the entrance. Entry monuments shall not be constructed in the public right-of-way. Such entrance monuments shall be constructed of natural materials, such as stone and/or wood, and may incorporate the residence name or street address. **Gateway entrance monuments shall not incorporate an arch or other structure over the road.** Privacy gates shall not be incorporated into the gateway entrance monument. (Emphasis added)*

Based on this policy, a variance would be required before the entry arch could be installed.

Variance Criteria

D. Criteria for Approval: Before the commission can grant a variance application, the applicant must prove physical hardship and the commission must find all of the following:

1. There are special circumstances or conditions applying to the land, buildings, topography, vegetation or other matters on the subject lot which would substantially restrict the effectiveness of the development in question; provided, however, that such special circumstances or conditions are unique to the particular use of which the applicant desires a variance and do not apply generally to all uses.

While maintaining a physical presence along Park Avenue (Highway 9), there are challenges for out-of-town guests trying to navigate their way to the VAB. Due to a lack of proper signage and no clear indicator for the narrow entry to Circle Drive between the Liftside Inn and the Village Hotel, many guests have driven past the entrance on their initial arrival. There are also many pedestrians immediately in front of this property and clearly identifying this entry will help to improve public safety.

2. That such special circumstances were not created by the applicant.

The Town and CDOT switched Highway 9 to Park Avenue, creating more pedestrian and vehicle conflicts. The arch over Circle Drive will help drivers and pedestrians locate the Village at Breckenridge. With the amount of pedestrians crossing Park Avenue it is not safe for the vehicle drivers to take their eyes off the road for very long.

3. That the granting of the variance will be in general harmony with the purposes of this chapter, and will not be materially detrimental to the persons residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public welfare in general.

The proposal is in general harmony with the purposes of this chapter. The purposes of the Policy are to maintain the open, natural and wooded alpine character of the Community, to prohibit privacy gates, and to avoid the image of exclusivity. The proposed arch is in a highly urbanized area and does not affect the

wooded alpine character of the Community. Additionally, this arch is not a privacy gate; rather it identifies a vehicular and pedestrian portal in a high traffic area.

4. The variance applied for does not depart from the provisions of this chapter any more than is required. (Ord. 19, Series 1988)

This archway is not intended to create exclusivity, but rather to identify the entrance to the property. It is a simple design and is not overly grand.

Staff supports the proposed entry arch. We believe it is a simple design, yet achieves the goal of easily identifying the only vehicle entrance to the VAB, and the main pedestrian portal to Peak 9.

Staff Recommendation

Staff recognizes that there are unique circumstances at the Village at Breckenridge, including its use as a public portal to Peak 9, its unusual size, and the pedestrian/vehicle conflicts in this area. We believe that some flexibility is warranted in light of these issues. We believe that the proposed Master Sign Plan and the variances proposed are necessary to identify the Village at Breckenridge, provide adequate way finding, improve safety and to properly identify the commercial tenants of the property. The Village at Breckenridge is about to complete a major renovation of their property, and improved signage is the next step to complete this transformation. Staff believes that there are unique circumstances that apply only to this property, and we do not believe that we are creating a precedent.

This application has been advertised as a Call-up Hearing. The Planning Department recommends approval of the Village at Breckenridge Sign Variance request, (PC#2010057) by supporting the attached Point Analysis and the attached Findings and Conditions.

Final Hearing Impact Analysis				
Project:	Village at Breckenridge Sign Variance	Positive Points	0	
PC#:	2010057			
Date:	12/08/2010	Negative Points	0	
Staff:	Matt Thompson, AICP			
		Total Allocation:	0	
Items left blank are either not applicable or have no comment				
Sect.	Policy	Range	Points	Comments
1/A	Codes, Correlative Documents & Plat Notes	Complies		
2/A	Land Use Guidelines	Complies		
2/R	Land Use Guidelines - Uses	4x(-3/+2)		
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)		
2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	Density/Intensity	Complies		
3/R	Density/ Intensity Guidelines	5x (-2>-20)		
4/R	Mass	5x (-2>-20)		
5/A	Architectural Compatibility / Historic Priority Policies	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)		
5/R	Architectural Compatibility / Conservation District	5x(-5/0)		
5/R	Architectural Compatibility H.D. / Above Ground Density 12 UPA	(-3>-18)		
5/R	Architectural Compatibility H.D. / Above Ground Density 10 UPA	(-3>-6)		
6/A	Building Height	Complies		
6/R	Relative Building Height - General Provisions	1X(-2,+2)		
	For all structures except Single Family and Duplex Units outside the Historic District			
6/R	Building Height Inside H.D. - 23 feet	(-1>-3)		
6/R	Building Height Inside H.D. - 25 feet	(-1>-5)		
6/R	Building Height Outside H.D. / Stories	(-5>-20)		
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
	For all Single Family and Duplex Units outside the Conservation District			
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		
7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	Ridgeline and Hillside Development	Complies		
9/A	Placement of Structures	Complies		
9/R	Placement of Structures - Public Safety	2x(-2/+2)		
9/R	Placement of Structures - Adverse Effects	3x(-2/0)		
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		
9/R	Placement of Structures - Setbacks	3x(0/-3)		
12/A	Signs	VARIANCE		Variance from Sign Code for Section, 8-2-13 (F), 8-2-15 (F)
13/A	Snow Removal/Storage	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		
14/A	Storage	Complies		
14/R	Storage	2x(-2/0)		
15/A	Refuse	Complies		
15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)		
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		
16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)		
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Complies		
18/A	Parking	Complies		

18/R	Parking - General Requirements	1x(-2/+2)		
18/R	Parking-Public View/Usage	2x(-2/+2)		
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)		
18/R	Parking - Downtown Service Area	2x(-2/+2)		
19/A	Loading	Complies		
20/R	Recreation Facilities	3x(-2/+2)		
21/R	Open Space - Private Open Space	3x(-2/+2)		
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	Landscaping	Complies		
22/R	Landscaping	4x(-2/+2)		
24/A	Social Community	Complies		
24/R	Social Community - Employee Housing	1x(-10/+10)		
24/R	Social Community - Community Need	3x(0/+2)		
24/R	Social Community - Social Services	4x(-2/+2)		
24/R	Social Community - Meeting and Conference Rooms	3x(0/+2)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Historic Preservation/Restoration - Benefit	+3/6/9/12/15		
25/R	Transit	4x(-2/+2)		
26/A	Infrastructure	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)		
27/A	Drainage	Complies		
27/R	Drainage - Municipal Drainage System	3x(0/+2)		
28/A	Utilities - Power lines	Complies		
29/A	Construction Activities	Complies		
30/A	Air Quality	Complies		
30/R	Air Quality - wood-burning appliance in restaurant/bar	-2		
30/R	Beyond the provisions of Policy 30/A	2x(0/+2)		
31/A	Water Quality	Complies		
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	Water Conservation	Complies		
33/R	Energy Conservation - Renewable Energy Sources	3x(0/+2)		
33/R	Energy Conservation - Energy Conservation	3x(-2/+2)		
34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision	Complies		
36/A	Temporary Structures	Complies		
37/A	Special Areas	Complies		
37/R	Community Entrance	4x(-2/0)		
37/R	Individual Sites	3x(-2/+2)		
37/R	Blue River	2x(0/+2)		
37R	Cucumber Gulch/Setbacks	2x(0/+2)		
37R	Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	Home Occupation	Complies		
39/A	Master Plan	Complies		
40/A	Chalet House	Complies		
41/A	Satellite Earth Station Antennas	Complies		
42/A	Exterior Loudspeakers	Complies		
43/A	Public Art	Complies		
43/R	Public Art	1x(0/+1)		
44/A	Radio Broadcasts	Complies		
45/A	Special Commercial Events	Complies		
46/A	Exterior Lighting	Complies		
47/A	Fences, Gates And Gateway Entrance Monuments	VARIANCE		Variance granted for archway over Circle Drive.

TOWN OF BRECKENRIDGE

Village at Breckenridge Master Sign Plan and Variances

535 Park Avenue

Village at Breckenridge

PC#2010057

STAFF RECOMMENDATION: Staff recommends the Town Council approve this application with the following findings and conditions.

FINDINGS

1. The proposed project is in accord with the Sign Ordinance and Development Code and does not propose any prohibited use.
2. The signs and archway will not have a demonstrative negative aesthetic effect.
3. This approval is based on the staff report dated December 8, 2010 and findings made by the Staff and/or Town Council with respect to the signs and archway. Your sign was approved based on the proposed design of the sign and your acceptance of these terms and conditions imposed.
4. The project will not have a significant adverse environmental impact or demonstrative negative aesthetic effect.
5. All feasible measures mitigating adverse environmental impacts have been included, and there are no economically feasible alternatives, which would have less adverse environmental impact.
6. 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 December 14, 2010 as to the nature of the project. In addition to Council minutes, the meetings of the Council are tape-recorded.
7. The applicant has requested a variance from the Town of Breckenridge Sign Code, specifically:
 - a. Section 8-2-13 (F) Freestanding Signs, whereas the maximum number of freestanding signs per lot is one (1) and the maximum height is 10’;
 - b. Section 8-2-15 (F), which prohibits off-premise signs; whereas there are multiple way finding signs for off-premises properties;
 - c. Policy 47 (Absolute) Fences, Gates and Gateway Entrance Monuments, which prohibits an arch over the road, whereas there is an arch over the entrance to Circle Drive.
8. An absolute policy is defined in Section 9-1-5 of the Development Code as “a policy which, unless irrelevant to the development, must be implemented for a permit to be issued.”
9. The Applicant is seeking a variance to Development Code Policy 12 (Absolute) Signs of Section 9-1-19 of the Development Code (“Policy 12 (Absolute)”), for the construction of signs which do not meet the sign code design criteria. The Applicant is also seeking a variance to Development Code Policy 47

(Absolute) Fences, Gates and Gateway Entrance Monuments of Section 9-1-19 of the Development Code (“Policy 47 (Absolute”)), for the construction of a gateway entrance arch which is not allowed.

10. A variance is defined in Section 9-1-5 of the Development Code as follows:

VARIANCE: A finding by the approving agency that, although a proposed development is not in strict compliance with an absolute policy, to deny the development permit would result in "undue hardship" as defined by law. No relief from compliance with an absolute policy shall be granted except upon findings that:

A. the failure to implement the absolute policy is of insignificant proportions; and

B. the failure to implement the absolute policy will not result in substantial detriment to the public good or substantially impair the intent and purposes of the absolute policy; and

C. there are exceptional circumstances applicable to the specific development which do not apply generally to other properties in the same district or neighborhood.

11. Section 9-1-11 of the Development Code sets forth the Town’s rules for the granting of a variance from the provisions of the Development Code.

12. Paragraph (A)(2) of Section 9-1-11 of the Development Code provides that “(a) variance may be granted with respect to any absolute policy contained in this chapter.”

13. The Applicant has filed the required application for a variance, and has paid the applicable fee.

14. All required notice with respect to the hearing on the Applicant’s request for a variance has been given as required by the Development Code.

15. Paragraph A of Section 9-1-11 of the Development Code provides as follows:

A. Purpose/Limitations:

1. In order to prevent or to reduce such practical difficulties and unnecessary physical hardships inconsistent with the objectives of this chapter, variances from the regulations may be granted. Cost or inconvenience to the applicant of strict or literal compliance with a regulation shall not be a reason for granting a variance.

This paragraph establishes one requirement for the granting of a variance.

16. Paragraph D of Section 9-1-11 of the Development Code sets forth the additional criteria which must be established by an applicant in order for a variance to be granted. Such paragraph provides as follows:

D. Criteria for Approval: Before the commission can grant a variance application, the applicant must prove physical hardship and the commission must find all of the following:

1. There are special circumstances or conditions applying to the land, buildings, topography, vegetation or other matters on the subject lot which would substantially restrict the effectiveness of the development in question; provided, however, that such special circumstances or conditions are unique to the particular use of which the applicant desires a variance and do not apply generally to all uses.

2. That such special circumstances were not created by the applicant.

3. That the granting of the variance will be in general harmony with the purposes of this chapter, and will not be materially detrimental to the persons residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public welfare in general.

4. The variance applied for does not depart from the provisions of this chapter any more than is required.

17. The Planning Commission has received and considered the evidence submitted in connection with the Applicant's request for a variance; and based upon such evidence makes the following findings as required by the definition of a "variance" in Section 9-1-5 of the Development Code:

18. Variance #1 Freestanding Signs (Number and height of signs)

D. Criteria for Approval: Before the commission can grant a variance application, the applicant must prove physical hardship and the commission must find all of the following:

1. There are special circumstances or conditions applying to the land, buildings, topography, vegetation or other matters on the subject lot which would substantially restrict the effectiveness of the development in question; provided, however, that such special circumstances or conditions are unique to the particular use of which the applicant desires a variance and do not apply generally to all uses.

There is a pedestrian easement providing access to the Peak 9 base area. Many people walk through the Village at Breckenridge, but are not guests or customers of the VAB. The property is very large, there are five different buildings, and the vastness of the plaza requires more than one freestanding sign. In addition, greater vertical clearance is required, due to guests carrying skis and clearance required for snow removal vehicles.

2. That such special circumstances were not created by the applicant.

The Peak 9 ski base was not created by the applicant. The access easement was also a requirement of the Town when the property was developed in the early 1980's.

3. That the granting of the variance will be in general harmony with the purposes of this chapter, and will not be materially detrimental to the persons residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public welfare in general.

The proposal is in general harmony with the purposes of this chapter. Some of the purposes of the Sign Code are to provide adequate directional signage and to avoid the creation of a tourist trap atmosphere. This signage does not compete with these purposes but actually enhances the guest experience while in Breckenridge. The purpose of height limits on signs is to prevent signs that are overly tall and out of scale with the surrounding properties. The number and height of the freestanding signs will not be out of scale with this property.

4. The variance applied for does not depart from the provisions of this chapter any more than is required. (Ord. 19, Series 1988)

The six (6) signs that are proposed are required for a project of this size, particularly with vastness of the plaza. The height of the signs is just enough to avoid conflict with skis and to allow clearance for snow removal vehicles.

19. Variance #2 Off-premises Wayfinding Signs

D. Criteria For Approval: Before the commission can grant a variance application, the applicant must prove physical hardship and the commission must find all of the following:

1. There are special circumstances or conditions applying to the land, buildings, topography, vegetation or other matters on the subject lot which would substantially restrict the effectiveness of the development in question; provided, however, that such special circumstances or conditions are unique to the particular use of which the applicant desires a variance and do not apply generally to all uses.

The special circumstances or conditions are that the property is a main access to the Peak 9 base. Pedestrians walking through the property to access the mountain or Main Street and the Riverwalk, and need directions to the ski slopes, and other adjacent properties. Furthermore, guest leaving the Peak 9 base need directions to Park Avenue and Main Street.

2. That such special circumstances were not created by the applicant.

The location and use of adjacent properties was not created by the applicant. The public access easement was a requirement of the Town when this project was built.

3. That the granting of the variance will be in general harmony with the purposes of this chapter, and will not be materially detrimental to the persons residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public welfare in general.

The proposal is in general harmony with the purposes of this chapter. Two of the purposes of the Sign Code to provide adequate directional signage and to avoid the creation of a tourist trap atmosphere. This signage does not compete with these purposes but actually enhances the guest experience.

4. The variance applied for does not depart from the provisions of this chapter any more than is required. (Ord. 19, Series 1988)

These way finding signs would not advertise for businesses, but would be general way finding to major destinations.

20. Variance #3: Policy 47: Fences, Gates and Gateway Entrance Monuments (Gateway Entry Arch)

D. Criteria For Approval: Before the commission can grant a variance application, the applicant must prove physical hardship and the commission must find all of the following:

1. There are special circumstances or conditions applying to the land, buildings, topography, vegetation or other matters on the subject lot which would substantially restrict the effectiveness of the development in question; provided, however, that such special circumstances or conditions are unique to the particular use of which the applicant desires a variance and do not apply generally to all uses.

While maintaining a physical presence along Park Avenue (Highway 9), there are challenges for out-of-town guests trying to navigate their way to the VAB. Due to a lack of proper signage and no clear indicator for the narrow entry to Circle Drive between the Liftside Inn and the Village Hotel, many guests have driven past the entrance on their initial arrival. There are also many pedestrians immediately in front of this property and clearly identifying this entry will help to improve public safety.

2. That such special circumstances were not created by the applicant.

The Town and CDOT switched Highway 9 to Park Avenue, creating more pedestrian and vehicle conflicts. The arch over Circle Drive will help drivers and pedestrians locate the Village at Breckenridge. With the amount of pedestrians crossing Park Avenue it is not safe for the vehicle drivers to take their eyes off the

road for very long, and the arch will more quickly identify the correct vehicle entrance.

3. That the granting of the variance will be in general harmony with the purposes of this chapter, and will not be materially detrimental to the persons residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public welfare in general.

The proposal is in general harmony with the purposes of this chapter. The purposes of the Policy are to maintain the open, natural and wooded alpine character of the Community, to prohibit privacy gates, and to avoid the image of exclusivity. The proposed arch is in a highly urbanized area and does not affect the wooded alpine character of the Community. Additionally, this arch is not a privacy gate; rather it identifies a vehicular and pedestrian portal in a high traffic area.

4. The variance applied for does not depart from the provisions of this chapter any more than is required. (Ord. 19, Series 1988)

This archway is not intended to create exclusivity, but rather to identify the entrance to the property. It is a simple design and is not overly grand.

21. Accordingly, the Applicant's requires for variances to the requirements of Policy 12 (Absolute) Signs, to allow for more than one free-standing sign, free standing signs taller than ten (10) feet, off-premises wayfinding signs, and a gateway arch at the entrance to the project, as described in the Staff Report dated December 8, 2010, are GRANTED.

CONDITIONS OF APPROVAL

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, and in addition to the provisions of Section 8-2-16 of the Sign Ordinance, may if appropriate, issue a stop order requiring the cessation of work, revoke this permit with costs to constitute a lien on the property and/or restoration of the property.
3. If these signs no longer advertise bona fide businesses conducted on the premises, they shall be removed within fourteen (14) days of the closing of such business.
4. The signs shall be maintained in a sound condition and in a neat appearance.
5. Any lighting shall require staff approval at a minimum. All lighting shall be from above the sign and shall shine downward with fully shielded fixtures. No up lighting is allowed.

8. This permit expires three years from date of issuance, on December 14, 2013, unless substantial construction pursuant thereto has taken place. In addition, if this permit is not signed and returned to the Town within 30 days from the permit mailing date, the duration of the permit shall be three years, but without the benefit of any vested property right.
9. 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.
10. At all times during the course of the work on the development authorized by this permit, the permittee shall refrain from depositing any dirt, mud, sand, gravel, rubbish, trash, wastepaper, garbage, construction material, or any other waste material of any kind upon the public street(s) adjacent to the construction site. Town shall provide oral notification to permittee if Town believes that permittee has violated this condition. If permittee fails to clean up any material deposited on the street(s) in violation of this condition within 24 hours of oral notice from Town, permittee agrees that the Town may clean up such material without further notice and permittee agrees to reimburse the Town for the costs incurred by the Town in cleaning the streets. Town shall be required to give notice to permittee of a violation of this condition only once during the term of this permit.
11. The development project approved by this Permit must be constructed in accordance with the plans and specifications, which were approved by the Town in connection with the Development Permit application. Any material deviation from the approved plans and specifications without Town approval as a modification may result in the Town not issuing a Certificate of Occupancy or Compliance for the project, and/or other appropriate legal action under the Town's development regulations.
12. Applicant shall submit the written statement concerning contractors, subcontractors and material suppliers required in accordance with Ordinance No. 1, Series 2004.
13. The sign shall be maintained as required by the terms of the sign permit and this Chapter. If the sign is not so maintained the Town may order the sign removed from the Town's property or right of way, and if the sign owner refuses to remove the sign, the town may remove the sign and may recover the costs thereof from the sign owner.
14. All signs shall be constructed of natural materials such as wood. High-density urethane, which is carved to look like a wood-grain background, is also allowed. Aluminum and other metal-only signs are prohibited. Applicant shall revise the final version of the Master Sign Plan to reflect this material change, including all directional and wayfinding signs.

Proposed 98 sq. Ft.
Building Identification
Sign

Village

PROJECT IDENTITY SIGN TYPE A.01
OPTION 1



Approaching from Park Avenue

Fabricated steel or aluminum arch, powdercoated, 1 color. Columns are rough sawn cedar treated with Penofin stain. Bases are stone veneer (Canyon Quarry). Logos (2) are fabricated aluminum powdercoated 1 color. Logo letters are 1" thick cut metal, painted MAP brilliant gold.

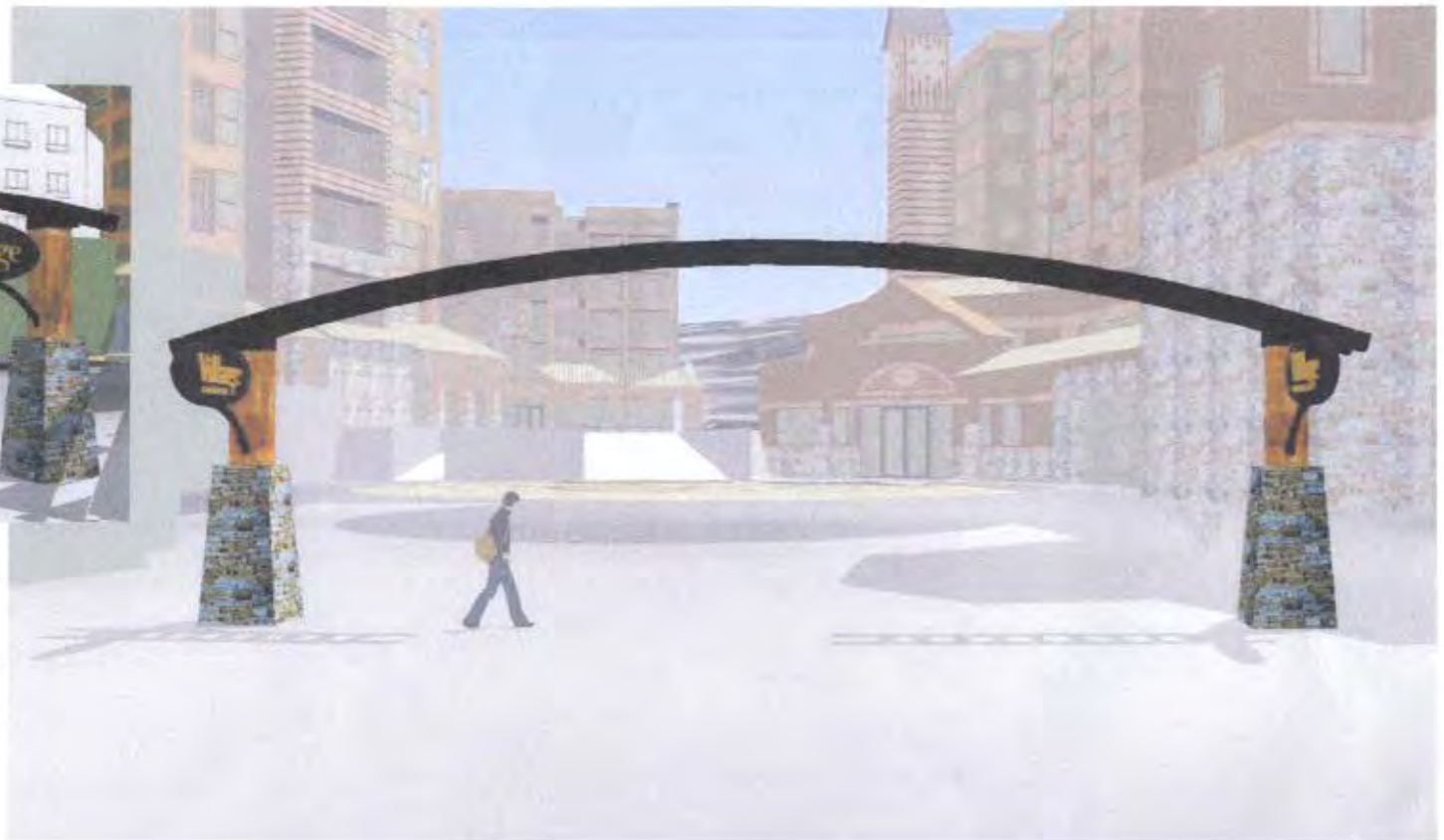
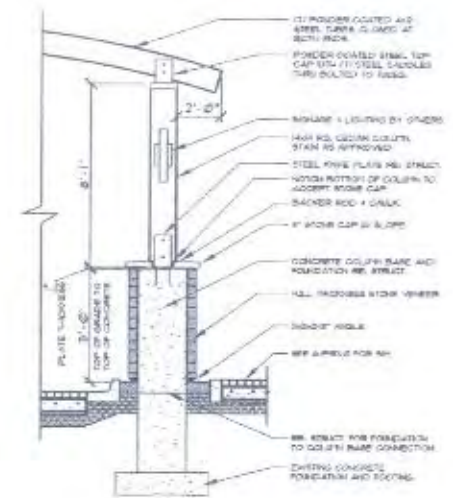
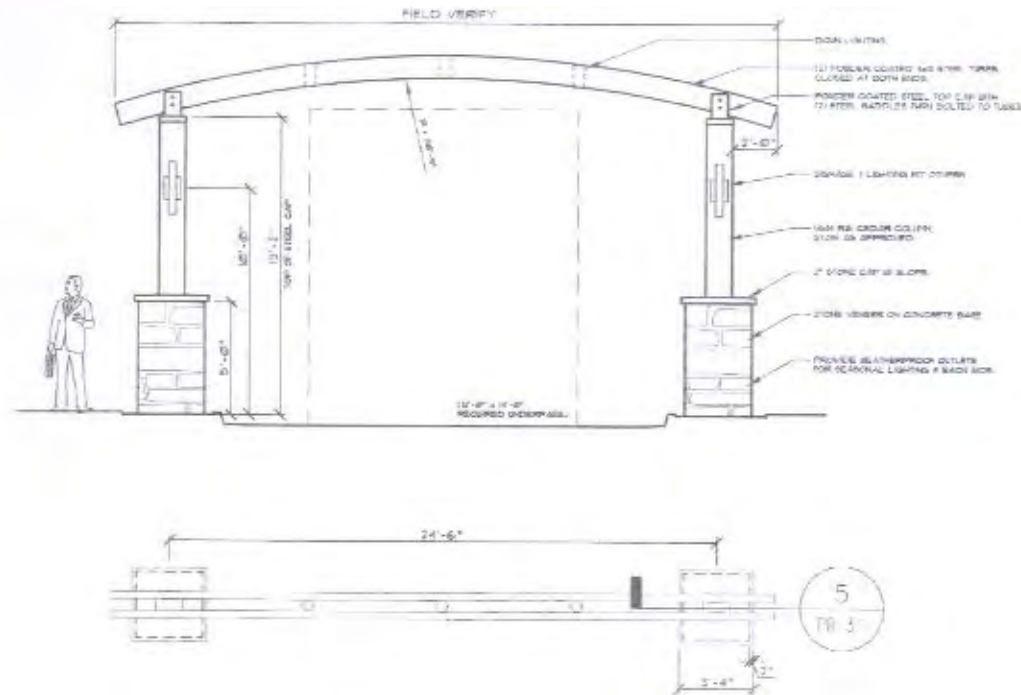


Exhibit A- Entry Arch

VILLAGE AT ECKENRIDGE

10.1.10
OPI



LEFTSIDE ENTRY ARCH

$$\frac{3}{16}'' = 1'-0''$$

Way Finding Site Plan Exhibit D

PLAZA SIGN LOCATION PLAN

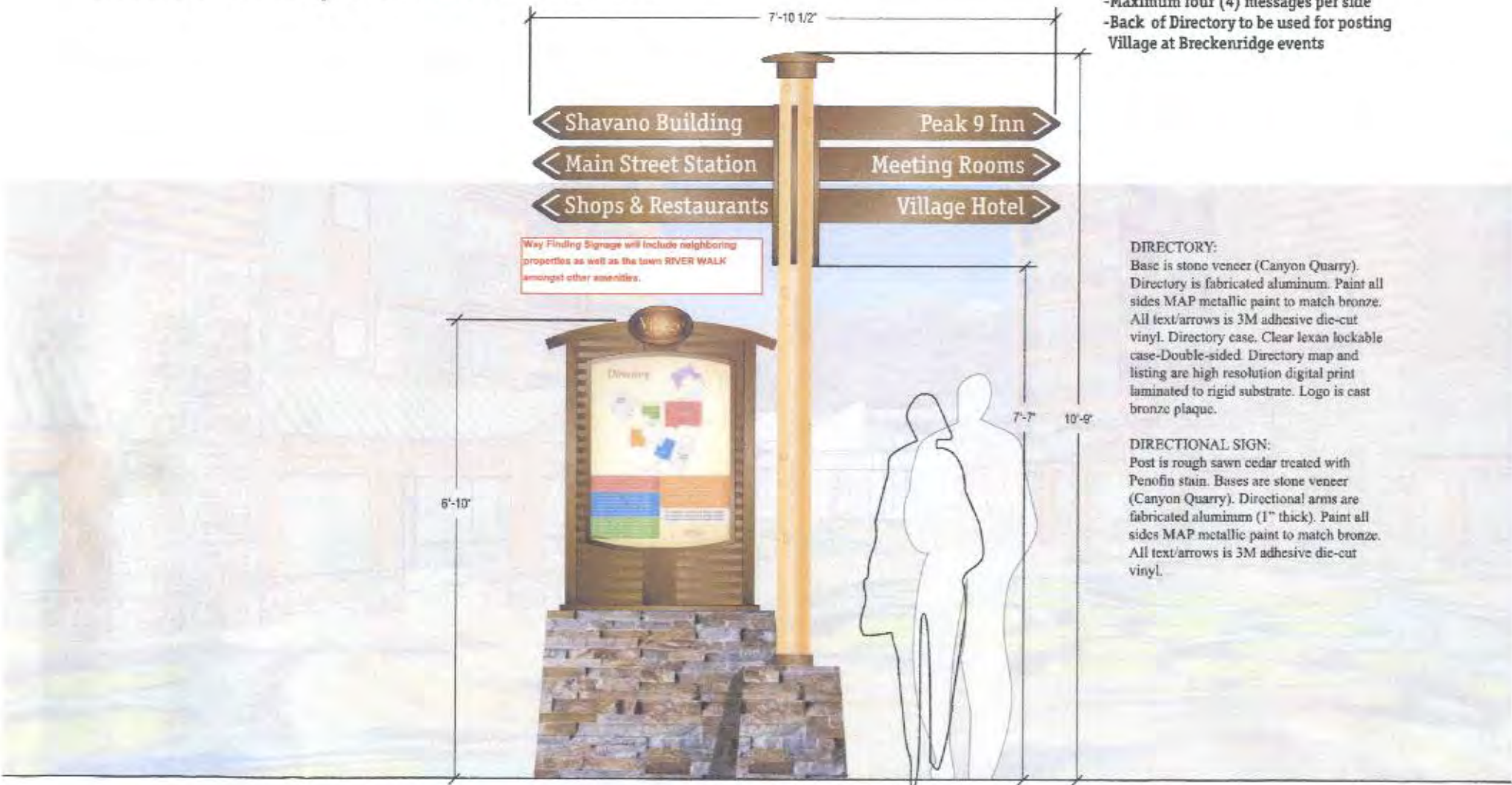
Peak 9 Base Area



Sign Types	
A	Project Identity
B	Building Identification
C	Vehicular Directional
D	Pedestrian Directional
D2	Tenant Listing Directional
E	Directory Map
F	Directory/Directional Combo
G	Garage Parking
H	Regulatory Signage
J	Weight Restriction
K	Weight Restriction
	Pedestrian Flow

Freestanding Pedestrian Directional/Directory

DIRECTIONAL/DIRECTORY SIGN TYPE F



DIRECTORY:
 Base is stone veneer (Canyon Quarry). Directory is fabricated aluminum. Paint all sides MAP metallic paint to match bronze. All text/arrows is 3M adhesive die-cut vinyl. Directory case. Clear lexan lockable case-Double-sided. Directory map and listing are high resolution digital print laminated to rigid substrate. Logo is cast bronze plaque.

DIRECTIONAL SIGN:
 Post is rough sawn cedar treated with Penofin stain. Bases are stone veneer (Canyon Quarry). Directional arms are fabricated aluminum (1" thick). Paint all sides MAP metallic paint to match bronze. All text/arrows is 3M adhesive die-cut vinyl.

FRONT ELEVATION- Directory F
 Scale: 3/4" = 1'

Exhibit D

DIRECTIONAL SIGN TYPE D

-Maximum of four (4) messages per side



Post is rough sawn cedar treated with Penofin stain. Bases are stone veneer (Canyon Quarry). Directional arms are fabricated aluminum (1" thick). Paint all sides MAP metallic paint to match bronze. All text/arrows is 3M adhesive die-cut vinyl.

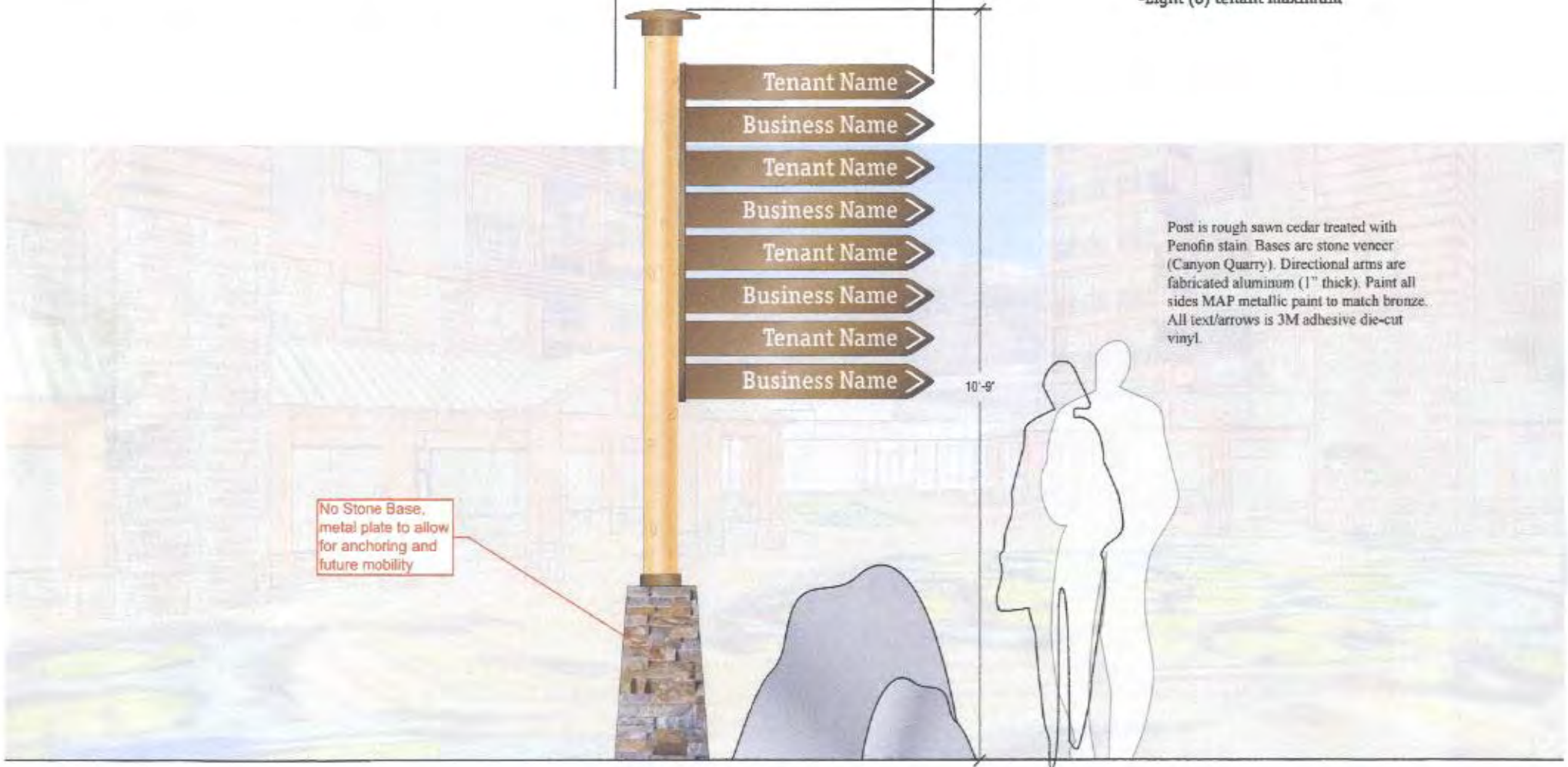
No Stone Base, metal plate to allow for anchoring and future mobility

FRONT ELEVATION- Directional
Scale: 3/4" = 1'

MAJOR TENANT DIRECTIONAL SIGN TYPE E.01

4'-7 1/2"

- Only Major tenants will be listed per H.O.A.
- Eight (8) tenant maximum



Post is rough sawn cedar treated with Penofin stain. Bases are stone veneer (Canyon Quarry). Directional arms are fabricated aluminum (1" thick). Paint all sides MAP metallic paint to match bronze. All text/arrows is 3M adhesive die-cut vinyl.

No Stone Base, metal plate to allow for anchoring and future mobility

FRONT ELEVATION- Major Tenant Directional in Circle
Scale: 3/4" = 1'

Sign Type C (double sided blade sign)

17 total Type C signs

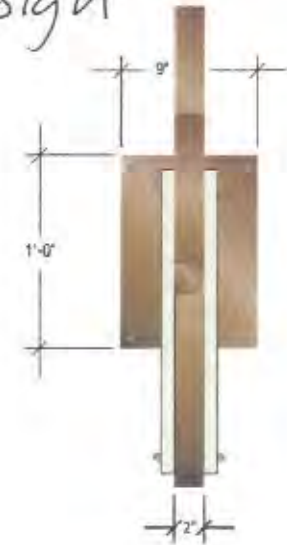
PLEASE NOTE THE OVERALL SIGN DIMENSION HAS BEEN REDUCED TO 5'-6".

11.0 sq. ft.
double sided
sign



Logo shown is not actual and shown for position only. Logo to be centered in ellipse shape.

ELEVATION: Tenant Sign Type C (shown with typical tenant logo)
Scale: 1 1/2"=1' 0"



SIDE ELEVATION: Tenant Sign Type C
Scale: 1 1/2"=1' 0"

CONSTRUCTION, Sign Types C:

- ① MOUNTING COVER: 1" deep fabricated aluminum mounting plate painted to match Faux Oxidized Bronze (Matthews metallic paint T.B.D.) with matching exposed acorn fasteners. Mounts to existing wall.
- ② SIGN CONNECTION: 2" aluminum square tubing painted to match Faux Oxidized Bronze (Matthews metallic paint T.B.D.) and welded to armature. Eased edges.
- ③ ARMATURE: 2" square aluminum tubing painted to match Faux Oxidized Bronze (Matthews metallic paint T.B.D.).
- ④ END CAP: 2" square end cap with 1/2" reveal painted to match Faux Oxidized Bronze (Matthews metallic paint T.B.D.).
- ⑤ SIGN FRAME: 1" square aluminum tubing (X2) sandwiched together with a 1/4" aluminum sheet in between (painted to match Faux Oxidized Bronze (Matthews metallic paint T.B.D.)).
- ⑥ TENANT SIGN: 1" carved wood or sign foam (with wood grain texture) to be inset into sign frame. Tenant panel background and logo colors to be approved by VABHOA.
- ⑦ ILLUMINATION (not shown): External spot illumination—each face. Must be downlight(s) per Town lighting code. Mount perpendicular to sign panel face on the underside of overhang.

Final lighting connection and lighting design by Bidder. J box provided by General Contractor.

Note: This sign type is double-sided (perpendicular to storefront).

Note: All metal framework to be the color black.

Sign is double-sided
SIGN AREA: 16.68 sq. ft.

see Map on Exhibit E



Village at Breckenridge New Retail Signage

ESTIMATED values for VAB retail signage				
	Linear Feet	X 0.66 (allowable per code)	Previous	Proposed
PLZ 1	Buidling	Signage in square feet	s.f.	s.f.
North	120	79.2	21	33
East	90	59.4	57	33
West	90	59.4	160	33
PLZ 2				
North	90	59.4	50	17
South	90	59.4	75	17
East	110	72.6	100	33
West	104	68.64	94	33
PLZ 3				
North	124	81.84	50	33
South	124	81.84	15	33
West	90	59.4	0	17
Lifside (effective retail)				
South	60	39.6	27	17
East	168	110.88	16	17

Exhibit F



Recreation Department Quarterly Report for July-September 2010 (Council Information Item Only)

Net Promoter Score YTD 3rdQtr

Recreation Center	83%
Ice Arena	77%
Programs	78%
Nordic Center	85%
Total Recreation Department	80%

Participation Statistics YTD 3rd Qtr

	2009	2010
Recreation Center Visits	128,463	111,520
Rec Center Passes Sold	7,591	6,403
Rec Center Programs	22,084	25,365
Ice Arena Visits	11,556	13,116
Ice Arena Passes Sold	320	321
Ice Arena Programs	12,017	12,094
Nordic Center Trail Use	6,802	6,921
Program Participation	30,475	27,190

QUARTERLY HIGHLIGHTS

Recreation Center: During the 3rd quarter of 2010, the Recreation Center Division continued to focus on promotions & revenue. Both the "Tour de France Challenge" & the "You Burn it: You Earn it" promotions had strong participation. With the You Burn it promotion, members who worked out for 4days/week received 20% off their next membership purchase. 63 members participated in this challenge. Both personal training & aquatics programs were strong in the third quarter. The economic impact for the rentals of the Carter Park Pavilion and the Kingdom fields totaled \$436,355 for the month of July alone. The Recreation Center started a major capital improvement project on Sept. 7th that required the men's & women's locker rooms to be closed for construction. Projects included: new lockers in both locker rooms, new benches, partitions, & fixtures, paint, and flooring.

Programs: The Programs Division finished up another successful summer with a variety of well attended programs and events. These included the Independence Day 5k Run (with 178 participants), the Summit Trail Running Series, Tons of Trucks (500 in attendance) & the Corona Wide Open Beach Volleyball Tournament (with 445 teams & an economic impact of \$187,940). Finally, the 13th Annual Quickstick Tournament was held on July 31-August 1 with 240 participants & an economic impact of \$36,826. Breckenridge Mountain Camp (BMC) concluded in August, with an average of 49 kids per day throughout the summer.

Ice Arena: The Ice Arena hosted a number of returning hockey camps, such as Planet Hockey in July, which had record attendance and Rocky Mountain Hockey School also held a 5 day camp. The Ice Arena also hosted the libraries of Frisco and Breckenridge for a Story-time program, with over 100 kids & parents attending on two separate days. In August, 184 Breck Epic bike race participants utilized the parking lots, outdoor lobby, outdoor locker rooms, water, electricity and shower facilities. Summit Youth hockey began in September and the Oktoberfest Womens Hockey Tournament had 16 teams from 7 towns in 2 states participating.

Marketing Efficacy YTD 3rd Qtr

How do you currently hear about our programs/services?	
Newspaper	38
Radio	7
TV	3
Brochure/Flyer	85
Website	130
Past Participant/Friend/Co-worker	443
Other	232

MEDIA COVERAGE, MARKETING, & PROMOTIONS

In the annual SDN Best of Summit Competition, the Recreation Center was named "Best Health Club" and Carter Park was named "Best Park". In our guest feedback throughout the quarter, there continued to be an increase in website visits, accompanied by rising numbers in social media hits (including on Facebook and the blog site). A focus for marketing was communicating information about the locker room closure and the annual Recreation Center shutdown. This was accomplished through the use of e-mail blasts, social media and paid print and radio advertisements. The success of these strategies was indirectly measured through guest comments, as there was very limited negative feedback..

Division	2009 3rd Qtr YTD Participation	2009 3rd Qtr YTD Revenue	2009 3rd Qtr YTD Expense	Recovery Rate	2010 3rd Qtr YTD Participation	2010 3rd Qtr YTD Revenue	2010 3rd Qtr YTD Expense	Recovery Rate
Administration	0	\$ 0	\$ 461,076	0%	0	\$ 0	\$ 452,234	0%
Programs	30,475	\$ 289,607	\$ 421,204	69%	27,190	\$ 270,358	\$ 413,366	65%
Recreation Center	150,547	\$ 1,045,998	\$ 1,263,377	83%	136,885	\$ 1,010,492	\$ 1,136,902	89%
Nordic Operations	6,802	\$ 124,372	\$ 210,641	59%	6,921	\$ 170,711	\$ 170,926	100%
Ice Arena	23,573	\$ 451,063	\$ 688,682	65%	25,210	\$ 448,677	\$ 664,107	68%
Recreation Department	211,397	\$ 1,911,040	\$ 3,044,980	63%	196,206	\$ 1,900,238	\$ 2,837,535	67%
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, unless otherwise noted.

DECEMBER 2010

Monday, December 13th; 2:00 p.m. School District Open Forum

Location: School District Central Administration Board Room; Mayor, Council and Town Manager invited to participate

Tuesday, December 14; 2:00*/7:30p.m. First Meeting of the Month

**Note: The work session begins an hour earlier - 2:00 p.m. Council will meet at the south end of the F Lot for a site visit to the Village at Breckenridge*

Friday, December 10; 8:00 – 9:00a.m. Coffee Talk – Blue Moose

Note: There is no council meeting on 12/28

Thursday, December 23, 12:00 noon – 5:00 pm Town Offices Closed for Holiday

Friday, December 24 (All Day) Town Offices Closed for Holiday

Friday, December 31 (All Day) Town Offices Closed for Holiday

JANUARY 2011

Friday, January 7; 8:00 – 9:00a.m. (tentative date) Coffee Talk – Salt Creek (tentative location)

Tuesday, January 11; *2:00/7:30pm First Meeting of the Month

**Note: The work session begins an hour earlier - 2:00 p.m. Council will meet in Council Chambers for a grant awards reception from 2:00 – 3:00.*

Tuesday, January 25; 3:00/7:30pm Second Meeting of the Month

OTHER MEETINGS

1st & 3rd Tuesday of the Month; 7:00p.m. Planning Commission; Council Chambers

1st Wednesday of the Month; 4:00p.m. Public Art Commission; 3rd floor Conf Room

2nd & 4th Tuesday of the Month; 1:30p.m. Board of County Commissioners; County

2nd Thursday of every other month (Dec, Feb, Apr, June, Aug, Oct) 12:00 noon Breckenridge Heritage Alliance

2nd & 4th Tuesday of the month; 2:00 p.m. Housing/Childcare Committee

2nd Thursday of the Month; 5:30p.m. Sanitation District

3rd Monday of the Month; 5:30p.m. BOSAC; 3rd floor Conf Room

3rd Tuesday of the Month; 9:00 a.m. Liquor Licensing Authority; Council Chambers

3rd Thursday of the Month; 7:00p.m. Red White and Blue; Main Fire Station

4th Wednesday of the Month; 9a.m. Summit Combined Housing Authority

4th Wednesday of the Month; 8:30a.m. Breckenridge Resort Chamber; BRC Offices

TBD (on web site as meetings are scheduled) Breckenridge Marketing Advisory Committee; 3rd floor Conf Room

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