



BRECKENRIDGE TOWN COUNCIL WORK SESSION
Tuesday, June 28, 2011; 3:00 p.m.
Town Hall Auditorium

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

3:00 – 3:15 p.m.	I	<u>PLANNING COMMISSION DECISIONS</u>	2
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		Public Projects Update	13
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6:00 – 7:15 p.m.	VI	<u>JOINT MEETING – SUMMIT SCHOOL DISTRICT BOARD</u>	67
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NOTE: Public hearings are not held during Town Council Work Sessions. The public is invited to attend the Work Session and listen to the Council's discussion. However, the Council is not required to take public comments during Work Sessions. At the discretion of the Council, public comment may be allowed if time permits and, if allowed, public comment may be limited. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item. The public will be excluded from any portion of the Work Session during which an Executive Session is held.

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

MEMORANDUM

To: Town Council

From: Peter Grosshuesch

Date: June 22, 2011

Re: Town Council Consent Calendar from the Planning Commission Decisions of the June 21, 2011, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF June 21, 2011:

CLASS C APPLICATIONS:

1. Sunrise Ridge Townhomes Exterior Remodel (MGT) PC#2011037; 436-446 White Cloud Drive
Exterior remodel of existing townhome project to consist of: replace natural wood siding and trim with fiber-cement siding and trim, remove screen walls and replace with new open railings to include natural wood at top and bottom rails and newel posts, new natural wood deck and porch railings, minor modifications to the entry porches and unit decks, replace existing synthetic stone veneer with natural stone. Approved.
2. Wellington Neighborhood Garage (MM) PC#2011029; 16 Walker Green
Construct a new, two car garage (484 sq. ft. of mass) and parking pad. Approved.
3. Wellington Neighborhood Garage (MM) PC#2011030; 8 Walker Green
Construct a new, two car garage with unfinished bonus room (352 sq. ft. of density and 836 sq. ft. of mass). Approved.
4. Wellington Neighborhood Garage (MM) PC#2011031; 24 Leap Frog Green
Construct a new, one car garage (240 sq. ft. of mass) and parking pad. Approved.
5. Wellington Neighborhood Garage (MM) PC#2011032; 12 Leap Frog Green
Construct a new, one car garage (240 sq. ft. of mass) and parking pad. Approved.
6. Wellington Neighborhood Garage (MM) PC#2011033; 14 Leap Frog Green
Construct a new, one car garage (240 sq. ft. of mass) and parking pad. Approved.

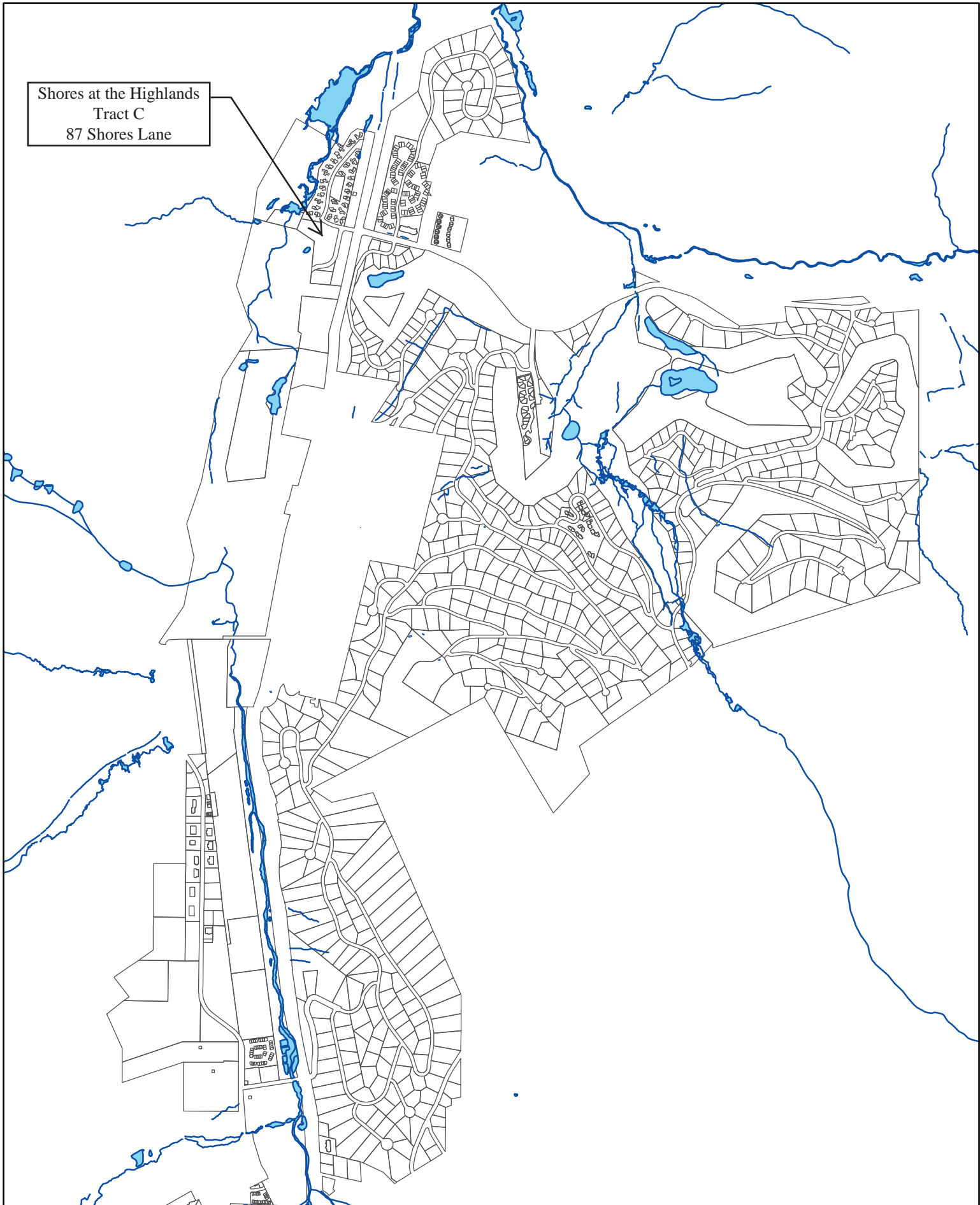
CLASS D APPLICATIONS:

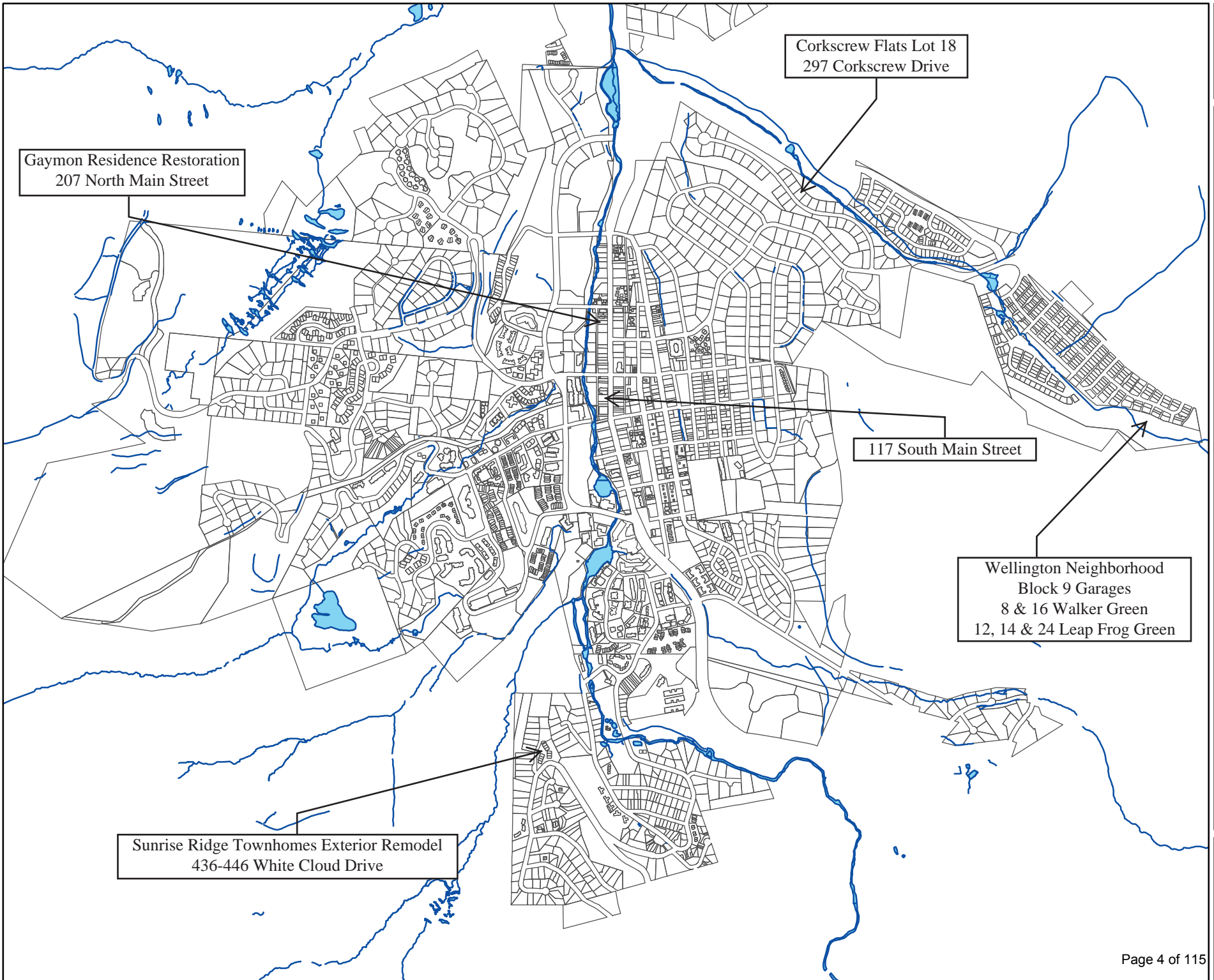
1. Corkscrew Flats Lot 18 (CN) PC#D11-118; 297 Corkscrew Drive
Install a 1,592 sq. ft. heated driveway at a single family residence currently under construction. Approved.

CLASS B APPLICATIONS:

1. Gaymon Residence Restoration and Local Landmarking (MGT) PC#2011036, 207 North Main Street
Full historic restoration on the residence, including: lift the residence, obtain local landmarking status, and add a basement under the house, repair the brick chimney per historic photograph, renovate a rear window to match all the other windows, repair or replace damaged trim siding at base all around the house, remove exterior piping and wiring, repair and repaint all siding, restore all exterior woodwork per Historic District guidelines, replace non-historic door with new rear entry four panel 30" x 68" accessible door, install new 30" x 70" four square door with glass in the top two squares in the currently covered up historic front door location, replace or repair all interior electrical wiring, remove the non-historic fence, and relocate an interior stair for a better commercial use floor plan. Approved.
Recommendation for Town Council to find the project be designated as a Local Landmark was also approved.

Shores at the Highlands
Tract C
87 Shores Lane





NOT TO SCALE

printed 4/12/2011

Breckenridge South

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PLANNING COMMISSION MEETING

The meeting was called to order at 7:00 p.m.

ROLL CALL

Kate Christopher Gretchen Dudney Dan Schroder
Dave Pringle Trip Butler Michael Rath

There was no Town Council member present.

APPROVAL OF MINUTES

With no changes, the June 7, 2011 Planning Commission meeting minutes were approved unanimously (4-0). (Mr. Butler and Mr. Rath abstained as they were not present at the June 7 meeting.)

APPROVAL OF AGENDA

With no changes, the June 21, 2011 Planning Commission meeting agenda was approved unanimously (6-0).

Mr. Schroder: Question about the Tract C Shores applications. Why are there PC numbers at a worksession? (Mr. Mosher: Numbers assigned as it was entered into the permitting software, application came in as a preliminary and was later decided to present as a worksession.)

ELECTION OF CHAIR AND VICE CHAIR:

Mr. Neubecker announced the resignation of Jack Wolfe, previous Planning Commission Chair. Due to his resignation, a new Chair and Vice Chair need to be elected through October 31, 2011.

Mr. Pringle discussed concern about having full commission board before electing both positions. Mr. Neubecker expressed importance of filling positions now due to recent events and uncertainty of future. Also, the new member may not have Planning Commission experience, and it's unlikely they would be elected to the Chair or Vice-Chair position.

Ms. Dudney made a motion to nominate Mr. Schroder as Chair of the Planning Commission through October 31, 2011. Mr. Butler seconded, and the motion was carried unanimously (6-0).

Mr. Butler made a motion to nominate Ms. Dudney as Vice Chair of the Planning Commission through October 31, 2011. Ms. Christopher seconded, and the motion was carried unanimously (6-0).

CONSENT CALENDAR:

1. Sunrise Ridge Townhomes Exterior Remodel (MGT) PC#2011037, 436-446 White Cloud Drive

Mr. Pringle: Are there enough natural materials being added/does this satisfy the policy? (Mr. Thompson: They are replacing the synthetic stone in place currently with natural stone base; hand railings and deck in the rear of the buildings will be natural wood; new traditional deck hand rails in front will be natural wood as well; doors are natural wood; existing wood ceilings to remain at all unit decks and entry porches; existing wood trim at circular openings to remain at end unit elevations; dormers will remain natural wood; significant amount of natural materials; would like to see cement on backside of building to be stoned as well (but due to cost savings Applicant said they did not want to stone that area).) (Ms. Brenda Moczygemba (Stais Architects): Mr. Thompson touched on most of it. No additional comments.) Are there less natural material being used if you look at the railings on a percentage basis? (Ms. Moczygemba: Yes, but this will give the building a more modern look and will be more aesthetically pleasing.) (Mr. Neubecker: The question is if it meets the code. The code does not state the amount of natural materials needed, so it is up to the commissioners to decide.)

Ms. Dudney: Is there a way to get guidance from the Town Council with this language?

Mr. Pringle: Did Council take the matter up or ask questions at the last meeting regarding this issue? Are they aware of the concern and why we had the discussion? (Mr. Thompson: Yes. They read the Commission minutes.) I would like to call-up the project to talk about the natural materials policy.

Mr. Pringle made a motion to call up the Sunrise Ridge Townhomes Exterior Remodel, PC#2011037, 436-446 White Cloud Drive. Ms. Dudney seconded, and the motion was carried unanimously (6-0).

Mr. Thompson presented the materials being used along with features within the proposal.

Commissioner Questions/Comments:

- Mr. Pringle: Not sure how in-depth we want to get into remodeling an existing building. I am wondering if we are taking a very strict interpretation of the policy. Not opposed to the deck and railing that Mr. Thompson showed, but is the policy being implemented as the Council wanted it to be? (Mr. Neubecker: I believe that it was left vague for a reason, allowing the Commissioners to interpret it. New construction has happened using new materials; the intent of the ordinance was to leave flexibility within the Code.)
- Mr. Schroder: We have Mr. Pringles concern about the policy on record.
- Ms. Dudney: The fact that we discussed using percentages and the Town Council did not want it written that way; it means they intended us to approve the projects if they meet the terms with natural materials being used on each elevation.
- Mr. Butler: I believe that this is an example of the current economic conditions.
- Mr. Pringle: Discussed concern about the fiber cement siding. Asked if the new Ordinance only applied to siding, not including trim. (Mr. Thompson: Trim was discussed in the Town Council meeting. Fiber cement material can be used for trim as well.)
- Ms. Christopher: Believes the language of this new Code section needs some work. Perhaps the percentage of natural versus fiber cement material is necessary. (Mr. Neubecker: The idea of changing the Code should be discussed outside this application; you would have to vote on changing the point-analysis.)
- Mr. Rath: Is the question about the aesthetic or about the natural material?

Mr. Schroder opened the hearing to public comment.

Mr. Steven Wesley, Sunrise Ridge Owner: This complex is on the edge of the forest and the homeowners are very concerned about wildfire danger. We want fire resistant material, especially considering the fires in Colorado, Arizona and New Mexico. It is about the safety of the people. Also, the homes sit on a ridge so there is no visibility to the back of the homes because of the steepness; it is unbuildable and unseen. Everyone is trying to do the right thing to protect their lives and to make the buildings look nice.

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

Mr. Pringle made a motion to change the point-analysis from a score of zero to negative three (-3) under policy 5/A-Architectural Compatibility. Mr. Butler seconded the motion. The motion failed with a tie vote (3-3).

Ms. Dudney made a motion to approve the point analysis for the Sunrise Ridge Townhomes Exterior Remodel, PC#2011037, 436-446 White Cloud Drive, as presented by Staff. Mr. Schroder seconded, and the motion was carried unanimously (6-0).

Ms. Dudney made a motion to approve the Sunrise Ridge Townhomes Exterior Remodel, PC#2011037, 436-446 White Cloud Drive, with the presented findings and conditions. Mr. Schroder seconded, and the motion was carried unanimously (6-0).

2. Wellington Neighborhood Garage (MM) PC#2011029, 16 Walker Green
3. Wellington Neighborhood Garage (MM) PC#2011030, 8 Walker Green
4. Wellington Neighborhood Garage (MM) PC#2011031, 24 Leap Frog Green
5. Wellington Neighborhood Garage (MM) PC#2011032, 12 Leap Frog Green
6. Wellington Neighborhood Garage (MM) PC#2011033, 14 Leap Frog Green
7. Corkscrew Flats Lot 18 (CN) PC#D11-118, 297 Corkscrew Drive

Mr. Schroder made a motion to call the item Corkscrew Flats Lot 18, PC#D11-118, 297 Corkscrew Drive. Mr. Pringle seconded, and the motion was carried unanimously (6-0).

Mr. Neubecker: Earlier this year we discussed policy 33/R Energy Conservation. We adopted changes to the energy policy numbers. This home achieved a HERS score of 71 which means its 29% more efficient. Because of this, they are receiving positive two (+2) points. They are also proposing a heated driveway. There have been much larger driveways and heated areas in Town, so as a result staff is suggesting negative two (-2) points (vs. maximum of negative three (-3) points). Because this is the first application coming to the staff since the changes in the code, staff wanted to make sure we were correct in the point assignments as it would pass with a score of 0.

Commissioner Questions/Comments:

- Mr. Schroder: Is this house actually eligible for getting positive three (+3) points for the HERS rating? (Mr. Neubecker: No. One point would be to get the HERS rating score and the other would be to get the next level, so positive two (+2) total.)
- Mr. Dudney: Is the driveway taken into account in the HERS Rating? (Mr. Neubecker: Generally it takes into account the home itself and is not heated driveways.) (Mr. Tom Begley, Applicant: The HERS Rating does not take into account the driveway and it won't stand out or take away from the neighborhood. By all practical means we tried everything to off-set the energy consumption of the driveway.)
- Mr. Pringle: When you rate everything you rate the entirety of it; therefore you are rating the good things and not the bad, so would you still end up with the same HERS Rating if you included the bad things? (Mr. Begley: I am new to understanding the HERS Rating, but we couldn't overcome the negative points for the off-set of the driveway; not sure if there is a way to measure additional heat loss with heated driveways.)
- Mr. Rath: From personal experience, it took more energy to heat a driveway than a house. The house required two boilers, an individual one just for the driveway. (Mr. Grosshuesch: The building code is getting caught in a performance standard. Driveway not in HERS score.) (Mr. Begley: We have off-set the negative number with other positive things within the project.)
- Ms. Dudney: Discussed the importance of setting precedence for handicapped individuals and the need for heated driveways. (Mr. Grosshuesch: Project is between the two extremes; can we predict for future applicants where the negative points will lie within an issue like this?)
- Mr. Pringle: Any heated driveway would get negative one (-1), median would get positive three (+3).
- Mr. Rath: Why just negative one (-1) point for any heated driveway? (Mr. Grosshuesch: Example: heated drip-line near garage doors.) So we don't have any square foot guidelines? (Mr. Grosshuesch: Once you start quantifying you stick yourself in guidelines that might not apply in another circumstance.) Since this is precedence, what size boilers are you using for the heat melt system? (Mr. Begley: Not sure of the amount of BTU's; it will require its own boiler.) (Mr. Marc Hogan, Architect: We have designed a lot of heated driveways over the years and we have found that the people who use them use them sparingly and very judiciously; we teach them to use manual controls with timers so they can control when they are operational. Automatic controls will cause large heating bills. A heat exchanger is used so the glycol is used correctly. The original boiler of the home is not large enough.) How many square feet is the driveway? 2,000 square feet? (Mr. Begley: Yes.) (Mr. Neubecker: We want to leave room on both ends; it is the give and take of the code because they know they are getting negative two (-2) points, so that is why they are going out of their way to get positive two (+2) points under the HERS score.) (Mr. Grosshuesch: Negative two (-2) points is a lot for a single family home; it takes a lot to overcome it.)

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

Mr. Pringle made a motion to approve the point-analysis for Corkscrew Flats Lot 18, PC#D11-118, 297 Corkscrew Drive. Ms. Christopher seconded, and the motion was carried unanimously (6-0).

Mr. Pringle motioned to approve Corkscrew Flats Lot 18, PC#D11-118, 297 Corkscrew Drive. Ms. Christopher seconded, and the motion was carried unanimously (6-0).

WORKSESSIONS:

1. Master Plan Amendment and Subdivision Amendment, Tract C, Shores at the Highlands (MM), 87 Shores Lane
Mr. Mosher presented proposals to a) To re-assign the Tract C boundaries of the Shores of the Highlands (PC#2007131) to reflect the original tract boundaries established by the previously approved Amended West Braddock Subdivision (PC#2006077) and b) re-plat the current Tract C boundaries of the Shores of the Highlands (PC#2007131) to reflect the original boundaries established by the previously approved Amended West Braddock Subdivision (PC#2006077).

Master Plan:

The purpose of this master plan modification is to return the boundary, density and uses of Tract C (owned by Bank of the West) to what was reflected on the original Amended West Braddock Master Plan. This map will also create Parcel D-2A and D-2B (owned by Braddock Holdings, LLC) as follows:

- Parcel C = 60 SFEs Multi-family
Parcel D-2A = 22 SFEs Commercial, Multi-family, Townhome, Duplex

Parcel D-2B = 8 SFEs Commercial, Multi-family, Townhome, Duplex
(The remaining 6 SFEs of density from Parcel D assigned to another Parcel on the master plan in August 8, 2006 may be added back to Parcel D-2B at a future date through a process similar to this modification.)

Staff noted that all of the required public dedications and requirements have either been fulfilled or are still in effect from the previous master plan. This will be added as a condition of approval with the final hearing.

The purpose of this modification is to bring the master plan back into compliance with the boundaries and densities that reflect the underlying ownerships of the parcels.

Subdivision:

The purpose of this re-subdivision is to return the boundary of Tract C to what was reflected on the original Amended West Braddock Subdivision. This tract will be named Tract C-1 (owned by Bank of the West) and the remaining portion of the original Tract C will be named Tract C-2 (owned by Braddock Holdings, LLC).

Braddock Holdings, LLC will submit an application in the future to reestablish property lines associated with their remaining holdings.

Staff noted that all of the required public dedications and requirements have either been fulfilled or are still in effect from the previous master plan. This will be added as a condition of approval with the final hearing.

The purpose of this modification is to bring the subdivision back into compliance with the boundaries that reflect the underlying ownerships of the parcels.

Staff welcomed any comments from the Commission on both proposals.

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

Commissioner Questions / Comments:

Mr. Schroder: Page 54 and 59: it is the exact same page, except under the subject line the PC number is different. (Ms. Dudney: One is a subdivision and one is the master plan.) The item history is all the same, was that necessary to present it twice? (Mr. Mosher: They are two different applications.)

Ms. Dudney: Of the six remaining SFEs, are they going to be assigned at a later date? (Mr. Mosher: Right now we are dealing with only two of the three lenders. JP Morgan Chase is acting slowly. We will have all entities defined for the next meeting in order for approval. Parcel C is the primary one that is going forward and Parcel D will be modified at a later date with a separate application. The next meeting we will have a point-analysis and Findings and Conditions. (Mr. Jack Wolfe, Wolfe and Company, Applicant: Parcel D is the key parcel because it is in the center; three different lenders for the two properties. Parcel D was reallocated into parcels A and B. We are looking to go back to the three original properties. Want to reallocate density back to 2006 Master Plan. The three lenders would like to have ownership of the three different properties.)

TOWN COUNCIL REPORT:

There was no Town Council member present, and therefore Mr. Neubecker gave an update.

Mr. Neubecker: Town Council has not made a final decision about having a Council liaison on the Planning Commission board.

Ms. Dudney: Do you know when the interviews will be for the Planning Commission vacancy? (Mr. Neubecker: July 12. The letters are due July 5 by 5pm, and the interviews will be on the 12th.)

PRELIMINARY HEARINGS:

1. 117 South Main Street (JP) PC#2011035, 117 South Main Street

Ms. Puester presented a proposal to construct a 1,628 square foot 2-story mixed use building with retail/office and one bedroom apartment on the vacant portion of the lot adjacent to the Peak-A-Boo Toy Store building. The commercial/retail use occurs on the first floor, office use on the front of the second floor and residential apartment on the rear of the second floor. Two residential parking spaces are proposed at the rear of the building.

In a preliminary point analysis, Staff identified negative points being incurred under Policy 5/R, Architectural Compatibility (-5) for the rear deck, and Policy 21/R, Open Space (-3 points) for a total of negative (-8) points.

Positive points will be sought for energy conservation and will be analyzed with the next submittal to determine a passing point analysis.

Staff welcomed any additional comments and questions.

The applicants presented:

Mr. Tom Begley: Would like to go over a few points from the staff report. Would like to get the project going in the fall and there is also an anxious tenant for the first floor. A main issue I want to clarify is the residential space. The setback is from the north side and it is essentially half the building where the residential sits on the second floor. Office space is allowed zero setback, and residential requires 3-foot setback. From a practical standpoint it wouldn't be good to have a gap in the building. Parking is a needed commodity and would like to keep it, rather than create additional open space. Ok with receiving those negative points. We are looking to overcome points with IECC/ASHRAE (energy) Rating; looking to offset those negative three (-3) points. Ideas include: heat exchange/air exchange system. We are willing to look at upper-story windows but mentioned that square windows were designed to keep view higher because the Toy Store roof was unattractive, but willing to change those to vertical windows. Wanted to propose a deck that was usable for residential; however, can reduce the size drastically if it is problem. Also, we will change the color so it meets code. With regard to the steel material, we want a building that blends into the block yet also has unique elements in it.

Mr. Marc Hogan: A few more points. Center portion of the floor-plan has an atrium to provide natural light to the center of the first floor, which will help with energy issues because it will daylight the middle part of the building which will reduce the need for lighting in the building. Rear deck is over the space below; deck will only protrude about 4 feet from rear wall of the first floor. It is a waterproof deck over the space below; it also provides a covered area for the rear door on the first floor. Could pull deck back 4 feet. On the front detailing, the building fronts onto Main Street and will get a lot of action and wear and tear. We want the ground level to be maintenance free (stone kick plate preferred; has used in other applications). Steel detailing with channels to look historic, steel band and brackets with rivets and rosettes. Building should be of its time: 2012.

Commissioner Questions / Comments:

Mr. Pringle: Use: Question directed toward Tom Begley about how the residential project creates most of the negative point problems and questioned if he is extremely committed to the residential use or the thought of two office/commercial uses so the issues go away? (Mr. Begley: From a practical standpoint and with the economy, it doesn't seem like we have a lack of office space in town and I feel more comfortable that I can rent the residential space more easily. Some issues remain neutral (i.e.: parking); the secondary access will be needed regardless of what use is implemented.) The steel banding is an entirely inappropriate material. Was not seen historically. (Mr. Begley: Steel banding and accents have been used within this block; precedent has been set with its use on Buchman/Taylor split level malls. It will add to the block; wooden panels wouldn't last long with the heavy snowfall/sidewalks.) Split level malls mentioned are not a good example of what to do in the historic district. Those projects were done prior to the Design Standards being adopted and pointed out as what not to do within the standards. Riverwalk: Inviting public entrance from the back (from the Riverwalk); is this design something we still are looking to achieve that? (Ms. Puester: There is a doorway to the commercial space in the rear and windows in the back, deck large visually to rear.)

Ms. Dudney: Is the issue with Policy 5 that there is no historic context for this deck? (Mr. Mosher: Correct, rear decks were not found historically.) We've been told to relate everything back to code and precedent; there are precedents for decks all over the place though. If there is precedent can you avoid negative points? (Mr. Mosher: Precedent is that we have had upper-level decks approved before; however, generally they receive negative points. Example, Palomo deck passed last meeting received negative five (-5) points as pointed out in the staff report.) Policy 5.1 Designing in Context, with that read, believe that you are in compliance with what the standard says with regard to steel material introduction in the district. I respectfully disagree with Mr. Pringle. Rear decks are not historically accurate but how do you get to the

- second floor? (Mr. Mosher: Stairs could be internalized.) It bothers me that there are other decks out there. It would be helpful to see pictures of other historic rear decks in the district to make comparisons.
- Mr. Schroder: The square footage of deck would remain large (even if it was moved back the 4 feet which overhangs the building), but it would be a roof deck. What is the perspective from staff on this point issue if it wasn't overhanging? (Mr. Mosher: It would still receive negative points unless possibly further disguised by design. Palomo was given negative five (-5) points because the deck was enlarged and he added stairs. Had he left it alone it wouldn't have gotten points because it was pre-existing.) Wondering about points because negative eight (-8) points is a large number.
- Ms. Christopher: Do you know the chroma of the red paint from Skinny Winter for a comparison? (Mr. Neubecker: It is possible that the building is brighter than permitted as an exception per code for contemporary landmarks. Code has special exemption for historic buildings painted the same color for many years.)

Mr. Schroder opened the hearing to Public Comment. There was no Public Comment and the hearing was closed.

This application has been advertised as a preliminary hearing. Staff has the following questions for the Commission:

1. Did the Commission agree that maintaining the consistency of the block through the design standards is more important than providing the residential side setback or should Policy 9/A be adhered to?

- Mr. Rath: Yes, maintaining consistency is most important.
- Ms. Christopher: Yes.
- Mr. Butler: Yes.
- Mr. Schroder: Disconnect with discussion on historic look, continuity on block and modern materials; want to see something that is more on one storyline; should focus on historic, not necessary. Don't need to apply that in this case, yes.
- Ms. Dudley: Yes, agree with what the staff is doing; relate it back to inconsistency between the design standards and the code; important to maintain visual continuity in the district. A setback for residential would be inappropriate.
- Mr. Pringle: Yes, building is still a commercial zero-lot line building in the district. Defect in code; the different setback requirements were based on a structure that were not supposed to be a zero lot line building. Residential vs. commercial use in something general such as the Development code is not as important as the building form.

2. Did the Commission believe the stone wainscot shown on the east elevation meets the intent of the Policy 222 (*correction Policy 220*)?

- Mr. Rath: Yes.
- Ms. Christopher: Yes.
- Mr. Butler: Yes.
- Mr. Schroder: Yes.
- Ms. Dudley: Yes.
- Mr. Pringle: Not sure what wainscot has to do with policy 222. (Ms. Puester: It was under second subset of policy 220, tradition kick plate, under storefront design.) Maybe there is some reason to consider negative points for it? No problem with that particular material; has been pointed out that it was used previously.

3. Did the Commission have concerns regarding the four (4) square windows on the second story southern elevation?

- Mr. Rath: No concerns.
- Ms. Christopher: No concerns.
- Mr. Butler: Taller windows in the office in the front of building more visible from Main and fine with the small square ones in the back.
- Mr. Schroder: Concerns, because we can see the windows with the Toy Store building one story. Need to go with vertical windows on second story.
- Ms. Dudley: Vertical windows.
- Mr. Pringle: Vertical double hung windows which meet historic profile.

4. Did the Commission concur that the building height proposed is appropriate for the character area?

- Mr. Rath: Question is whether the facade is appropriate with the lower buildings next to it.
- Ms. Christopher: Yes, concurs the height is appropriate; the panoramic picture put it in more perspective; believes the windows align with block panorama presented.
- Mr. Butler: Yes.
- Mr. Schroder: Discontinuous to eye (flat roof next door, 2 stories here, then flat to other side); meets code so supports but it feels funny because it is popping out of street. Has a hard time with it.

Ms. Dudney: Yes.
Mr. Pringle: Is the floor to ceiling height consistent from adjacent stores? Maybe that should be lower if not. Consistency between stores (Billabong/Peak-A-Boo); want to maintain closer relationship to buildings on either side. (Ms. Puester: Will look into it and get information to Commission at next meeting on floor plate heights next door.)

5. Did the Commission agree that the use of steel banding and brackets are inappropriate in this character area?

Mr. Rath: Variety, a little variation is appropriate.
Ms. Christopher: Introducing more modern materials in a small manner is appropriate on a new building.
Mr. Butler: No, not inappropriate, ok.
Mr. Schroder: Yes, should remain historic and use wood banding and brackets rather than steel.
Ms. Dudney: No, the steel seems to be an appropriate to use modern materials.
Mr. Pringle: Yes, the introduction of steel to the character area is too much a departure from standards and character.

6. Did the Commission agree with the preliminary point analysis?

Mr. Rath: Agrees with the negative five (-5) and negative three (-3) points.
Ms. Christopher: Yes.
Mr. Butler: Yes.
Mr. Schroder: Yes, agree as presented; need to stay consistent with application of points.
Ms. Dudney: Yes, but need to look into deck or off-setting negative points.
Mr. Pringle: At this point, yes.

COMBINED HEARINGS:

1. Gaymon Residence Restoration (MGT) PC#2011036, 207 North Main Street

Mr. Thompson presented a proposal to complete a full historic restoration on the residence. The applicant proposes to lift the residence, obtain local Landmarking status, and add a basement under the house. Furthermore, the applicant proposes to: repair the brick chimney per historic photograph, renovate a rear window to match all the other windows, repair or replace damaged trim siding at base all around the house, remove exterior piping and wiring, repair and repaint all siding, restore all exterior woodwork per Historic District guidelines, new rear entry four panel 30" x 68" accessible door (replaces non-historic door), new 30" x 70" four square door with glass in the top two squares (this is in the historic front door location, which has been covered up), replace or repair all interior electrical wiring, remove the non-historic fence, and finally relocate an interior stair for a better commercial use floor plan.

Mr. Marc Hogan, Architect: I feel good about the preservation of this historic building; appreciate the free density for the basement, which made this project possible. I want to thank Matt Thompson for his assistance as the planner on this proposal. (Mr. Thompson: \$8,034 will be required for parking in lieu of providing 0.618 additional parking spaces.)

Mr. D.J. Shappert, Agent: No comment; I am just here to answer possible questions that came up.

Commissioner Questions / Comments:

Mr. Pringle: Great preservation effort and full support.
Mr. Schroder: Full support. (Mr. Butler, Ms. Christopher and Mr. Rath concur.)
Ms. Dudney: Are you saying there should be a modification in condition number 20? (Mr. Thompson: Yes, replace it with a condition that says, "\$8,034 must be paid in lieu of providing .618 of a parking space in the Service Area").

Mr. Schroder opened the hearing to Public Comment. There was no Public Comment and the hearing was closed.

Mr. Pringle made a motion to approve the point analysis for the Gaymon Residence Restoration, PC#2011036, 207 North Main Street. Ms. Christopher seconded, and the motion was carried unanimously (6-0). (Net positive score of positive nine (+9) points.)

Mr. Pringle made a motion to approve the Gaymon Residence Restoration, PC#2011036, 207 North Main Street, with the presented Findings and Conditions, with the exception we strike number 20 and replace it with: "\$8,034 must be paid in lieu of providing .618 of a parking space in the Service Area." Ms. Christopher seconded, and the motion was carried unanimously (6-0).

Mr. Pringle made a motion to recommend that the Town Council designate the Gaymon Residence, 207 North Main Street, as a Local Landmark. Ms. Christopher seconded, and the motion was carried unanimously (6-0).

OTHER MATTERS:

Mr. Neubecker: Working on picking dates for the Planning Commission tour day; will start in historic district. Staff will keep everyone posted with potential dates. (Ms. Christopher: I need at least a week notice to change schedule.)

ADJOURNMENT:

The meeting was adjourned at 10:06 p.m.

Dan Schroder, Chair

Memorandum

TO: Town Council
FROM: Dale Stein, Assistant Town Engineer
DATE: June 23, 2011
RE: Public Projects Update

Airport Road Sidewalk Improvements

Town staff has received bids for the Airport Road Sidewalk and expects to begin construction later in July of this year. The project will consist of a detached concrete walk on the east side of Airport Road, along with roadside drainage improvements. Staff is currently working with Xcel Energy and Qwest to move existing phone and gas lines in the project corridor. Utility work by Xcel Energy is scheduled to begin the week of July 18th. Airport Road will remain open during construction, but minor traffic delays should be expected.

Shekel Lane Water service relocations

Town staff, along with contractor Mountain Diggers, will begin working in mid-July on the relocation of water services and replacing sections of the water mains on Shekel Lane and Fairview Boulevard. Numerous water line repairs have been needed in this area over the past few years. All roads will remain open during the work. This work is scheduled for completion by late summer.

Main Street Bike Striping

Re-striping of the bike lanes on Main Street is scheduled for the week of June 27th. The experimental bike parking areas on Main Street at the Washington Avenue intersection were also recently installed by Town staff.

MEMO

TO: Mayor & Town Council
FROM: Tim Gagen, Town Manager
DATE: June 21, 2011
SUBJECT: Committee Reports for 6.28.2011 Council Packet

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

CDOT Quarterly Meeting	Tim Gagen	June 21, 2011
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CDOT held its Quarterly Summit County Meeting on June 21. The big news was that the I-70 ROD has been signed and that two projects, the Twin Tunnels/Floyd Hill and the AGS Feasibility, will be the most likely to move forward.

Other highlights include:

- Highway 9 from Agape Chapel to Tiger Road is shovel ready and awaiting funding.
- The Roundabout at 4 O'Clock is being designed, although there is no word on the Town's offer to contribute additional funds if it can be accelerated.
- Repaving of State Highway 91 will occur this summer and will include enhanced shoulders for biker safety.
- Our new District Engineer will be Peter Kozinski.

Liquor Licensing Authority	MJ Loufek	June 21, 2011
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- Two new liquor license applications were approved:
 - The Liquor Shed - 116 N. Main Street, Retail Liquor Store License
 - Ullr's Sports Bar & Grill - 505 S. Main Street, Unit B-1, Tavern Liquor License
- The Authority conducted its annual review of the Penalty Guidelines. No changes were proposed at this time.

Committees	Representative	Report Status
CAST	Mayor Warner	Verbal Report
CDOT	Tim Gagen	Report Included
CML	Tim Gagen	No Meeting/Report
I-70 Coalition	Tim Gagen	No Meeting/Report
Mayors, Managers & Commissions Meeting	Mayor Warner	Verbal Report
Summit Leadership Forum	Tim Gagen	No Meeting/Report
Liquor Licensing Authority*	MJ Loufek	Report Included
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.

INTEROFFICE MEMORANDUM

TO: TIM GAGEN, TOWN MANAGER
FROM: CLERK AND FINANCE DIVISION
SUBJECT: MAY 2011 FINANCIAL VARIANCE HIGHLIGHTS MEMO
DATE: 6/22/2011

This report highlights variations between the 2011 budget and actual figures for the Town of Breckenridge for the period ending May 31, 2011.

Variances explained in prior months that continue to appear in this month's report are explained on page 2 of this memo.

Fund Updates:

General Fund

Revenue ahead of budget by \$522k (105% of YTD budget).

- A new variance is in Recreation Programs which is \$59k over budget (41%) due to Summer Recreation Fees.

Expenses are below YTD budget at 90%.

- Special Events is at 68% of the YTD 2011 budget for expenditures due to BMF/NRO expenditures and Special Events/Programs-timing.
- Public Safety Patrol Services and Public Safety Community Service are under budget by \$155k (combined) due to staffing/open positions.
- Recreation Operations Programs is under budget by \$116k due to staffing (\$71k), electric and gas expenditures are less than budgeted as well (\$44k).

Excise Fund:

- Sales tax revenue is at 108% of budget (\$378k ahead of budget)
- Accommodations taxes are at 86% of budget (\$153k less than budget)
- Public Service Franchise Fees were received at the beginning of June rather than the end of May (timing).
- RETT collections through May 31, 2011 exceeded budget by 62% or \$655k
- Excise Fund transfers were made according to the 2011 budget, except for the transfer to the Marketing Fund, which is based on actual Accommodation Taxes collected.

All Funds

No new variances

Variations Explained in Prior Months:

General Fund:

Revenue:

- Municipal Court revenue is over budget in the Penal Fine account by 32% (\$28k) due to an increase in ski pass violations.
- Special Events revenue is under budget due to a decrease in sales of BMF/NRO tickets.
- Public Safety Community Service is over budget by \$164k due to Pay Parking revenue (\$99k) and Parking Tickets (\$60k).
- Building Services is at 243% of YTD budget (over budget by \$257k) due to Building Permits (\$95k), Electrical Permits (\$45k) and Plan Check Fees/Building (\$64k) primarily related to Grand Lodge-phases 4 & 5. The building season has just begun and the department is only \$90k shy of the annual budget for 2011.
- Facilities Admin revenue over budget due to insurance recoveries and rental income.
- Nordic Center Operations Revenue ended the 2010-2011 season ahead of budget by 8% (\$8k).

Expenses:

- The "Grants to Other Agencies" line is at 99% of the annual budget due to timing. We funded 2011 grants in January but the budget is spread out over 12 months.
- Facilities Admin expenditures are over budget due to Liability Insurance being paid in full in January rather than payments being spread out over the year (timing).

Utility Fund:

- Revenue is ahead of budget by \$169k due to Plant Investment Fees collected for Grand Lodge phases 4 & 5.
- Expense variance is due to Major System Improvement budgeted expenses of \$2 million for the pump back project for which no expenditures have been made.

Capital Fund: the budget for both revenues and expenditures in the Capital Fund is reflected at 100% as the expenditures in the Capital Fund do not follow a particular trend.

Golf: expenditures variance is due to timing.

Housing Fund: the revenue variance is due to the timing of the sale of assets (Valley Brook units). Similarly, the expenditure variance is due to Valley Brook-timing.

Garage Fund: Expenditures are under budget due to budgeted Capital Acquisitions (timing).

Information Technology Fund: over budget due timing of purchases of minor equipment and computer support/maintenance.

**TOWN OF BRECKENRIDGE
GENERAL FUND
CURRENT YEAR TO PRIOR YEAR COMPARISON
FOR THE 5 MONTHS ENDING MAY 31, 2011**

41 % OF THE FISCAL YEAR HAS ELAPSED

	PRIOR YEAR				CURRENT YEAR						
	YTD ACTUAL	YE TOTAL	% OF YE REC'D/SPENT	2010 ACTUAL/ 2011 ACTUAL % CHANGE	YTD ACTUAL	YTD BUDGET	ACTUAL/BUDGET \$ VARIANCE FAVORABLE/(UNFAVORABLE)	ACTUAL/BUDGET % VARIANCE	ANNUAL BUDGET	% OF BUDGET REC'D/SPENT	
REVENUE											
MUNICIPAL COURT PROGRAM	88,234	231,448	38%	78%	113,300	85,692	27,608	132%	204,668	55%	
ADVICE & LITIGATION PROGRAM	221,746	1,046,746	21%	0%	-	-	-	N/A	-	N/A	
ADMINISTRATIVE MGT PROGRAM	982	1,580	62%	198%	496	113	383	439%	302	164%	
SPECIAL EVENTS/COMM PROGRAM	133,026	552,703	24%	123%	107,934	148,408	(40,474)	73%	417,406	26%	
TOWN CLERK ADMIN PROGRAM	14,983	26,588	56%	82%	18,323	6,094	12,229	301%	21,001	87%	
FINANCE ADMINISTRATION PROGRAM	1,124	1,332	84%	509%	221	85	136	260%	204	108%	
TRANSIT ADMIN PROGRAM	100,000	100,000	100%	667%	15,000	-	15,000	N/A	32,000	47%	
TRANSIT SERVICES PROGRAM	198,188	642,861	31%	90%	219,008	224,450	(5,442)	98%	484,067	45%	
PUBLIC SAFETY ADMIN/RECORDS	21,071	83,092	25%	121%	17,366	33,868	(16,502)	51%	46,001	38%	
PUBLIC SAFETY PATROL SVCS PROG	-	-	0%	0%	-	11,000	(11,000)	0%	11,000	0%	
PUBLIC SAFETY COMMNTY SVC PROG	351,438	517,400	68%	77%	456,689	292,673	164,016	156%	510,600	89%	
PLANNING SERVICES ADMIN PROGRAM	130,026	204,413	64%	232%	55,960	44,816	11,144	125%	87,567	64%	
ARTS DISTRICT	5,171	27,329	19%	34%	15,375	16,369	(994)	94%	31,545	49%	
BUILDING SERVICES ADMIN PROGRAM	236,009	521,286	45%	54%	436,375	179,217	257,158	243%	525,362	83%	
PUBLIC WORKS ADMIN PROGRAM	221,615	575,770	38%	98%	226,408	213,269	13,139	106%	582,689	39%	
STREETS PROGRAM	19,602	41,785	47%	132%	14,817	19,257	(4,440)	77%	33,196	45%	
PARKS PROGRAM	19,668	31,043	63%	168%	11,673	-	11,673	N/A	-	N/A	
FACILITIES ADMIN PROGRAM	19,762	69,661	28%	37%	53,821	-	53,821	N/A	46,800	115%	
ENGINEERING ADMIN PROGRAM	891	1,717	52%	34%	2,613	1,606	1,007	163%	2,200	119%	
RECREATION PROGRAM	144,526	331,139	44%	71%	202,324	143,489	58,835	141%	347,031	58%	
RECREATION OPERATIONS PROGRAM	608,469	1,415,219	43%	97%	628,780	657,237	(28,457)	96%	1,473,275	43%	
NORDIC CENTER OPERATIONS	166,486	212,438	78%	154%	108,378	100,239	8,139	108%	159,210	68%	
ICE RINK OPERATIONS PROGRAM	289,302	608,782	48%	100%	290,064	304,809	(14,745)	95%	674,990	43%	
PROPERTY TAX/EXCISE TRANSFER	7,756,042	16,878,314	46%	107%	7,220,164	7,211,038	9,126	100%	15,167,584	48%	
TOTAL REVENUE	10,748,361	24,124,646	45%	105%	10,215,089	9,692,854	522,235	105%	20,856,598	49%	

**TOWN OF BRECKENRIDGE
GENERAL FUND
CURRENT YEAR TO PRIOR YEAR COMPARISON
FOR THE 5 MONTHS ENDING MAY 31, 2011**

41 % OF THE FISCAL YEAR HAS ELAPSED

	PRIOR YEAR				CURRENT YEAR					
	YTD ACTUAL	YE TOTAL	% OF YE REC'D/SPENT	2010 ACTUAL/ 2011 ACTUAL % CHANGE	YTD ACTUAL	YTD BUDGET	ACTUAL/BUDGET \$ VARIANCE FAVORABLE/(UNFAVORABLE)	ACTUAL/BUDGET % VARIANCE	ANNUAL BUDGET	% OF BUDGET REC'D/SPENT
EXPENDITURES										
LAW & POLICY MAKING PROGRAM	47,535	138,984	34%	110%	43,173	75,830	32,657	57%	146,253	30%
MUNICIPAL COURT PROGRAM	71,412	181,395	39%	96%	74,565	97,785	23,220	76%	218,010	34%
ADVICE & LITIGATION PROGRAM	100,166	203,897	49%	155%	64,763	41,560	(23,203)	156%	228,584	28%
ADMINISTRATIVE MGT PROGRAM	269,199	540,719	50%	112%	239,435	277,920	38,485	86%	608,521	39%
HUMAN RESOURCES ADMIN PROGRAM	154,735	386,734	40%	103%	149,830	177,620	27,790	84%	424,000	35%
SPECIAL EVENTS/COMM PROGRAM	314,265	1,030,754	30%	124%	253,804	371,974	118,170	68%	905,028	28%
TOWN CLERK ADMIN PROGRAM	105,579	254,831	41%	98%	107,487	106,409	(1,078)	101%	288,586	37%
FINANCE ADMINISTRATION PROGRAM	130,997	289,442	45%	118%	110,901	136,869	25,968	81%	328,172	34%
ACCOUNTING PROGRAM	137,761	328,599	42%	98%	141,235	170,030	28,795	83%	377,757	37%
TRANSIT ADMIN PROGRAM	50,771	120,798	42%	65%	77,638	62,742	(14,896)	124%	190,556	41%
TRANSIT SERVICES PROGRAM	1,000,340	2,248,462	44%	117%	851,879	858,126	6,247	99%	1,887,814	45%
PUBLIC SAFETY ADMIN/RECORDS	347,914	889,781	39%	89%	391,179	362,442	(28,737)	108%	883,295	44%
PUBLIC SAFETY COMMUNICATN PROG	160,760	326,791	49%	114%	140,585	157,257	16,672	89%	305,139	46%
PUBLIC SAFETY PATROL SVCS PROG	657,509	1,494,644	44%	102%	643,916	752,335	108,419	86%	1,736,121	37%
PUBLIC SAFETY COMMNTY SVC PROG	173,711	424,372	41%	99%	174,785	222,043	47,258	79%	494,378	35%
PLANNING SERVICES ADMIN PROGRAM	470,910	1,131,669	42%	108%	436,003	474,503	38,500	92%	1,104,145	39%
ARTS DISTRICT	11,539	30,487	38%	101%	11,423	7,285	(4,138)	157%	25,984	44%
BUILDING SERVICES ADMIN PROGRAM	167,570	399,576	42%	106%	157,395	173,720	16,325	91%	404,624	39%
PUBLIC WORKS ADMIN PROGRAM	198,436	474,871	42%	98%	202,493	177,554	(24,939)	114%	534,348	38%
STREETS PROGRAM	746,933	1,789,985	42%	108%	693,705	749,352	55,647	93%	1,717,186	40%
PARKS PROGRAM	403,979	1,045,861	39%	103%	392,081	419,667	27,586	93%	1,159,109	34%
FACILITIES ADMIN PROGRAM	464,208	1,223,353	38%	87%	531,914	522,633	(9,281)	102%	1,344,429	40%
ENGINEERING ADMIN PROGRAM	126,116	308,588	41%	100%	125,729	140,742	15,013	89%	317,405	40%
GRANTS TO OTHER AGENCIES	104,911	132,620	79%	86%	121,500	51,040	(70,460)	238%	122,496	99%
RECREATION ADMIN PROGRAM	269,298	607,928	44%	105%	257,179	258,242	1,063	100%	642,277	40%
RECREATION PROGRAM	190,003	539,280	35%	89%	213,700	229,651	15,951	93%	629,021	34%
RECREATION OPERATIONS PROGRAM	620,927	1,641,210	38%	91%	684,746	800,577	115,831	86%	1,888,001	36%
NORDIC CENTER OPERATIONS	134,769	263,367	51%	111%	121,194	104,643	(16,551)	116%	241,566	50%
ICE RINK OPERATIONS PROGRAM	390,812	954,625	41%	93%	421,505	480,043	58,538	88%	1,125,615	37%
LONG TERM DEBT	208,589	416,966	50%	99%	210,136	415,588	-	51%	419,851	50%
SHORT TERM DEBT	2,971	128,441	2%	0%	-	-	-	0%	-	N/A
GENERAL EXPENDITURES	-	47,143	0%	0%	2,867	-	(2,867)	0%	-	N/A
COMMITTEES	4,562	13,657	33%	206%	2,217	20,830	18,613	11%	49,992	4%
TOTAL EXPENDITURES	8,242,587	20,013,846	41%	102%	8,051,024	8,897,012	640,536	90%	20,748,263	39%
REVENUE LESS EXPENDITURES	2,505,774	4,110,800			2,164,065	795,842	1,368,223		108,335	

**TOWN OF BRECKENRIDGE
EXCISE TAX FUND
CURRENT YEAR TO PRIOR YEAR COMPARISON
FOR THE 5 MONTHS ENDING MAY 31, 2011**

41 % OF THE FISCAL YEAR HAS ELAPSED

	PRIOR YEAR			2010 vs. 2011 ACTUAL % VARIANCE	CURRENT YEAR					
	YTD ACTUAL	YE TOTAL	% OF YE REC'D/SPENT		YTD ACTUAL	YTD BUDGET	ACTUAL/BUDGET \$ VARIANCE	ACTUAL/BUDGET % VARIANCE	ANNUAL BUDGET	% OF BUDGET REC'D/SPENT
TAX REVENUE										
SALES TAX	5,356,702	13,431,647	40%	99%	5,315,843	4,937,949	377,894	108%	12,381,645	43%
ACCOMMODATIONS TAX	927,399	1,607,129	58%	100%	927,277	1,080,266	(152,989)	86%	1,478,709	63%
CIGARETTE TAX	19,939	51,070	39%	99%	19,744	20,319	(575)	97%	48,001	41%
TELEPHONE FRANCHISE TAX	6,842	27,154	25%	93%	6,352	7,125	(773)	89%	28,500	22%
PUBLIC SERVICE FRANCHISE	242,806	621,971	39%	84%	203,446	316,914	(113,468)	64%	600,003	34%
CABLEVISION FRANCHISE TAX	37,757	153,277	25%	103%	38,977	47,821	(8,844)	82%	140,000	28%
REAL ESTATE TRANSFER TAX	1,564,995	3,662,755	43%	109%	1,709,458	1,054,818	654,640	162%	2,700,002	63%
INVESTMENT INCOME	16,190	55,208	29%	33%	5,381	21,425	(16,044)	25%	51,420	10%
TOTAL FUND REVENUE	8,172,630	19,610,211	42%	101%	8,226,478	7,486,637	739,841	110%	17,428,280	47%
EXCISE TAX DEBT SERVICE										
COP FEES	0	650	0%	0%	650	0	(650)	N/A	-	N/A
2005 COP'S PRINCIPAL	0	155,000	0%	N/A	0	-	-	N/A	165,000	0%
2005 COP'S INTEREST	71,413	142,825	50%	96%	68,506	68,507	1	100%	137,014	50%
2007 COP'S PRINCIPAL	0	130,000	0%	N/A	0	0	-	N/A	135,000	0%
2007 COP'S INTEREST	69,033	138,065	50%	96%	66,433	66,433	-	100%	132,864	50%
TOTAL EXCISE TAX DEBT SERVICE	140,446	566,540	25%	97%	135,589	134,940	(649)	100%	569,878	24%
TRANSFERS										
TRANSFER TO GENERAL FUND	4,744,865	11,387,676	42%	91%	4,317,540	4,317,540	-	100%	10,362,096	42%
TRANSFER TO GOLF FUND	54,165	129,996	0%	N/A	104,165	104,165	-	100%	249,996	42%
TRANSFERS TO CAPITAL FUND	398,335	1,074,504	37%	148%	587,915	587,915	-	100%	1,410,996	42%
TRANSFER TO MARKETING	305,540	733,296	42%	76%	230,905	270,067	39,162	85%	369,679	62%
TRFS TO EMPLOYEE HSG FUND	972,050	2,332,920	42%	111%	1,075,445	1,075,445	-	100%	2,581,068	42%
TRFS TO SPECIAL PROJECTS FUND	152,085	365,004	42%	108%	164,585	164,585	-	100%	395,004	42%
TOTAL TRANSFERS	6,627,040	16,023,396	41%	98%	6,480,555	6,519,717	39,162	99%	15,368,839	42%
TOTAL FUND EXPENDITURES	6,767,486	16,589,936	41%	98%	6,616,144	6,654,657	38,513	99%	15,938,717	42%
NET REVENUE OVER EXPENDITURES	1,405,144	3,020,275			1,610,334	831,980	701,328		1,489,563	

**TOWN OF BRECKENRIDGE
ALL FUNDS
CURRENT YEAR TO PRIOR YEAR COMPARISON
FOR THE 5 MONTHS ENDING MAY 31, 2011**

41 % OF THE FISCAL YEAR HAS ELAPSED

	PRIOR YEAR			2010 ACTUAL/ 2011 ACTUAL % CHANGE	CURRENT YEAR					
	YTD ACTUAL	YE TOTAL	% OF YE REC'D/SPENT		YTD ACTUAL	YTD BUDGET	ACTUAL/BUDGET \$ VARIANCE FAVORABLE/(UNFAVORABLE)	ACTUAL AS A % OF BUDGET	ANNUAL BUDGET	% OF BUDGET REC'D/SPENT
REVENUE										
1 GENERAL FUND	10,748,360	24,124,647	45%	95%	10,215,089	9,692,854	522,235	105%	20,856,598	49%
2 UTILITY FUND	823,115	2,893,139	28%	139%	1,141,844	972,754	169,090	117%	2,944,244	39%
3 CAPITAL FUND	443,684	1,438,792	31%	146%	648,188	2,380,447	(1,732,259)	27%	2,380,447	27%
4 MARKETING FUND	782,395	1,916,992	41%	153%	1,193,464	1,226,343	(32,879)	97%	2,122,457	56%
5 GOLF COURSE FUND	296,380	2,860,237	10%	67%	199,010	219,047	(20,037)	91%	2,269,730	9%
6 EXCISE TAX FUND	8,172,631	19,639,290	42%	101%	8,226,478	7,486,637	739,841	110%	17,428,279	47%
7 HOUSING FUND	1,207,731	4,149,023	29%	114%	1,374,356	2,361,741	(987,385)	58%	5,618,810	24%
8 OPEN SPACE ACQUISITION FUND	840,416	1,847,526	45%	96%	809,368	882,598	(73,230)	92%	1,745,020	46%
9 CONSERVATION TRUST FUND	7478	32,550	23%	134%	10,004	7,932	2,072	126%	32,083	31%
10 GARAGE SERVICES FUND	1,213,578	3,039,176	40%	73%	889,819	859,570	30,249	104%	2,144,466	41%
11 INFORMATION TECHNOLOGY FUND	434,990	1,043,978	42%	85%	369,360	369,360	-	100%	886,464	42%
12 FACILITIES MAINTENANCE FUND	96,015	230,436	42%	115%	110,455	110,440	15	100%	265,056	42%
13 SPECIAL PROJECTS FUND	171,085	434,004	39%	96%	164,585	164,585	-	100%	395,004	42%
TOTAL REVENUE	25,237,858	63,649,790	40%	100%	25,352,020	26,734,308	(1,382,288)	95%	59,088,658	43%
EXPENDITURES										
1 GENERAL FUND	8,242,590	20,773,307	40%	98%	8,051,023	8,897,012	845,989	90%	20,748,263	39%
2 UTILITY FUND	1,000,594	2,351,370	43%	83%	828,475	2,131,326	1,302,851	39%	5,293,563	16%
3 CAPITAL FUND	46,326	1,269,129	4%	146%	67,475	2,396,928	2,329,453	3%	2,396,928	3%
4 MARKETING FUND	1,053,092	1,788,213	59%	98%	1,030,652	1,124,136	93,484	92%	2,122,452	49%
5 GOLF COURSE FUND	785,453	2,826,844	28%	87%	686,518	773,424	86,906	89%	2,268,821	30%
6 EXCISE TAX FUND	6,767,485	16,589,936	41%	98%	6,616,144	6,654,657	38,513	99%	15,938,717	42%
7 HOUSING FUND	889,146	4,119,633	22%	104%	923,908	382,610	(541,298)	241%	6,350,971	15%
8 OPEN SPACE ACQUISITION FUND	370,983	1,751,692	21%	497%	1,843,890	2,089,170	245,280	88%	3,094,093	60%
9 CONSERVATION TRUST FUND	12,915	30,996	42%	142%	18,335	18,335	-	100%	43,998	42%
10 GARAGE SERVICES FUND	792,627	1,711,675	46%	108%	856,596	1,009,680	153,084	85%	1,982,668	43%
11 INFORMATION TECHNOLOGY FUND	320,533	619,326	52%	123%	395,369	320,976	(74,393)	123%	769,777	51%
12 FACILITIES MAINTENANCE FUND	-	85,963	0%	N/A	0	53,076	53,076	0%	76,078	0%
13 SPECIAL PROJECTS FUND	133,254	388,903	34%	N/A	137,879	220,679	82,800	62%	395,001	35%
TOTAL EXPENDITURES	20,414,998	54,306,987	38%	105%	21,456,264	26,072,009	4,615,745	82%	61,481,330	35%
	4,822,860	9,342,803			3,895,756	662,299	3,233,457		(2,392,672)	

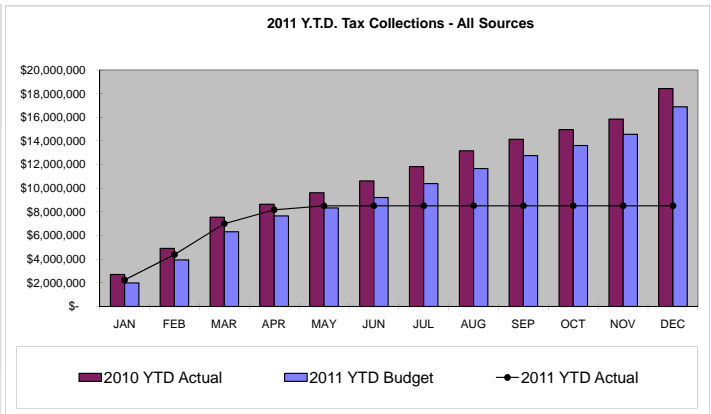
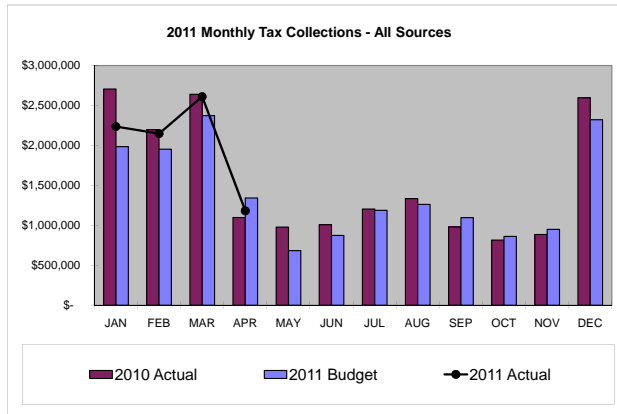
**TOWN OF BRECKENRIDGE
ALL FUNDS, NET OF TRANSFERS
CURRENT YEAR TO PRIOR YEAR COMPARISON
FOR THE 5 MONTHS ENDING MAY 31, 2011**

41 % OF THE FISCAL YEAR HAS ELAPSED

	PRIOR YEAR			2010 ACTUAL/ 2011 ACTUAL % CHANGE	CURRENT YEAR					
	YTD ACTUAL	YE TOTAL	% OF YE REC'D/SPENT		YTD ACTUAL	YTD BUDGET	ACTUAL/BUDGET \$ VARIANCE FAVORABLE/(UNFAVORABLE)	ACTUAL/BUDGET % CHANGE	ANNUAL BUDGET	% OF BUDGET REC'D/SPENT
REVENUE										
1 GENERAL FUND	5,835,935	12,334,827	47%	98%	5,724,964	5,202,729	522,235	110%	10,080,298	57%
2 UTILITY FUND	823,115	2,893,139	28%	139%	1,141,844	972,754	169,090	117%	2,944,244	39%
3 CAPITAL FUND	45,349	364,288	12%	133%	60,273	969,447	(909,174)	6%	969,447	6%
4 MARKETING FUND	476,855	1,183,696	40%	202%	962,559	956,276	6,283	101%	1,752,778	55%
5 GOLF COURSE FUND	242,215	2,731,911	9%	39%	94,845	219,047	(124,202)	43%	2,019,730	5%
6 EXCISE TAX FUND	8,172,631	19,639,290	42%	101%	8,226,478	7,486,637	739,841	110%	17,428,279	47%
7 HOUSING FUND	235,681	1,816,103	13%	127%	298,911	1,286,296	(987,385)	23%	3,037,742	10%
8 OPEN SPACE ACQUISITION FUND	840,416	1,847,526	45%	96%	809,368	882,598	(73,230)	92%	1,745,020	46%
9 CONSERVATION TRUST FUND	7478	32,550	23%	134%	10,004	7,932	2,072	126%	32,083	31%
10 GARAGE SERVICES FUND	184,753	569,995	32%	16%	30,249	-	30,249	0%	81,498	37%
11 INFORMATION TECHNOLOGY FUND	0	2	0%	N/A	0	-	-	0%	-	0%
12 FACILITIES MAINTENANCE FUND	0	0	N/A	N/A	0	-	-	N/A	-	N/A
13 SPECIAL PROJECTS FUND	19,000	69,000	28%	0%	0	-	-	N/A	-	N/A
TOTAL REVENUE	16,883,428	43,482,327	39%	103%	17,359,495	17,983,716	(624,221)	97%	40,091,119	43%
EXPENDITURES										
1 GENERAL FUND	7,241,424	17,611,050	41%	100%	7,231,663	8,077,635	845,972	90%	18,781,775	39%
2 UTILITY FUND	815,329	1,906,734	43%	78%	632,385	1,935,236	1,302,851	33%	4,822,947	13%
3 CAPITAL FUND	46,326	1,269,129	4%	146%	67,475	2,396,928	2,329,453	3%	2,396,928	3%
4 MARKETING FUND	1,053,092	1,788,213	59%	98%	1,030,652	1,124,136	93,484	92%	2,122,452	49%
5 GOLF COURSE FUND	785,453	2,167,384	36%	87%	686,518	773,424	86,906	89%	2,268,821	30%
6 EXCISE TAX FUND	140,445	566,540	25%	97%	135,589	134,940	(649)	N/A	569,878	24%
7 HOUSING FUND	889,146	4,119,633	22%	104%	923,908	382,610	(541,298)	241%	6,350,971	15%
8 OPEN SPACE ACQUISITION FUND	368,478	1,745,680	21%	499%	1,840,070	2,085,350	245,280	88%	3,084,925	60%
9 CONSERVATION TRUST FUND	0	0	N/A	N/A	0	0	-	N/A	0	N/A
10 GARAGE SERVICES FUND	786,322	1,696,543	46%	107%	845,186	998,270	153,084	85%	1,955,284	43%
11 INFORMATION TECHNOLOGY FUND	319,388	616,578	52%	123%	393,894	319,501	(74,393)	123%	766,237	51%
12 FACILITIES MAINTENANCE FUND	0	85,963	0%	N/A	0	53,076	53,076	N/A	76,078	N/A
13 SPECIAL PROJECTS FUND	133,254	388,903	34%	103%	137,879	220,679	82,800	62%	395,001	35%
TOTAL EXPENDITURES	12,578,657	33,962,350	37%	111%	13,925,219	18,501,785	4,576,566	75%	43,591,297	32%
Revenue Less Expenditures	4,304,771	9,519,977			3,434,276	(518,069)	3,952,345		(3,500,178)	

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

Sales Period	2010 Collections			2011 Budget			2011 Monthly			2011 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2010	% of Budget	Actual	% Change from 2010	% of Budget
JAN	\$ 2,704,530	\$ 2,704,530	14.7%	\$ 1,984,911	\$ 1,984,911	11.8%	\$ 2,235,977	-17.3%	112.6%	\$ 2,235,977	-17.3%	112.6%
FEB	\$ 2,196,643	\$ 4,901,172	26.6%	\$ 1,951,696	\$ 3,936,607	23.3%	\$ 2,147,724	-2.2%	110.0%	4,383,701	-10.6%	111.4%
MAR	\$ 2,640,013	\$ 7,541,185	40.9%	\$ 2,373,496	\$ 6,310,104	37.4%	\$ 2,610,507	-1.1%	110.0%	6,994,208	-7.3%	110.8%
APR	\$ 1,097,223	\$ 8,638,408	46.9%	\$ 1,341,437	\$ 7,651,541	45.3%	\$ 1,180,638	7.6%	88.0%	8,174,846	-5.4%	106.8%
MAY	\$ 977,114	\$ 9,615,523	52.2%	\$ 681,560	\$ 8,333,101	49.4%	\$ 337,577	-65.5%	49.5%	8,512,423	-11.5%	102.2%
JUN	\$ 1,007,403	\$ 10,622,926	57.6%	\$ 871,759	\$ 9,204,860	54.5%	\$ -	n/a	0.0%	8,512,423	-19.9%	92.5%
JUL	\$ 1,203,311	\$ 11,826,237	64.2%	\$ 1,188,112	\$ 10,392,972	61.6%	\$ -	n/a	0.0%	8,512,423	-28.0%	81.9%
AUG	\$ 1,332,356	\$ 13,158,593	71.4%	\$ 1,261,679	\$ 11,654,652	69.1%	\$ -	n/a	0.0%	8,512,423	-35.3%	73.0%
SEP	\$ 978,953	\$ 14,137,546	76.7%	\$ 1,094,547	\$ 12,749,198	75.5%	\$ -	n/a	0.0%	8,512,423	-39.8%	66.8%
OCT	\$ 813,640	\$ 14,951,186	81.1%	\$ 859,985	\$ 13,609,183	80.6%	\$ -	n/a	0.0%	8,512,423	-43.1%	62.5%
NOV	\$ 884,439	\$ 15,835,624	85.9%	\$ 949,013	\$ 14,558,196	86.3%	\$ -	n/a	0.0%	8,512,423	-46.2%	58.5%
DEC	\$ 2,595,070	\$ 18,430,694	100.0%	\$ 2,319,674	\$ 16,877,870	100.0%	\$ -	n/a	0.0%	\$ 8,512,423	-53.8%	50.4%

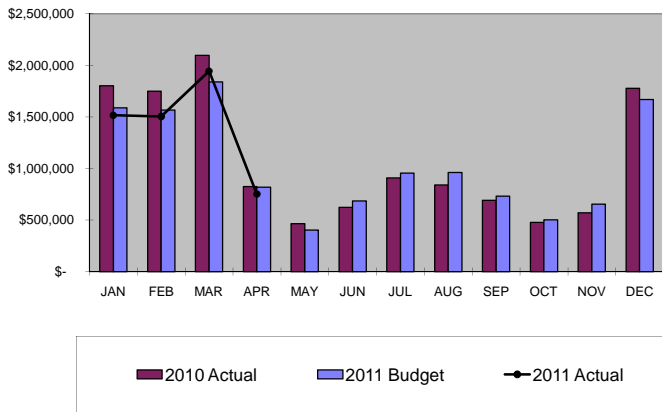


Prior Year Actual and Current Year Budget Variances					
	TOTAL	Sales	Accommodations	RETT	Housing
vs. Apr 10 Actual	83,414	(74,100)	(4,847)	166,386	(4,025)
Apr 11 Budget	(160,799)	(68,753)	(6,075)	(83,723)	(2,249)
vs. YTD 10 Actual	(463,562)	(755,826)	33,325	291,503	(32,565)
vs. YTD 11 Budget	523,305	(97,936)	55,373	573,172	(7,305)

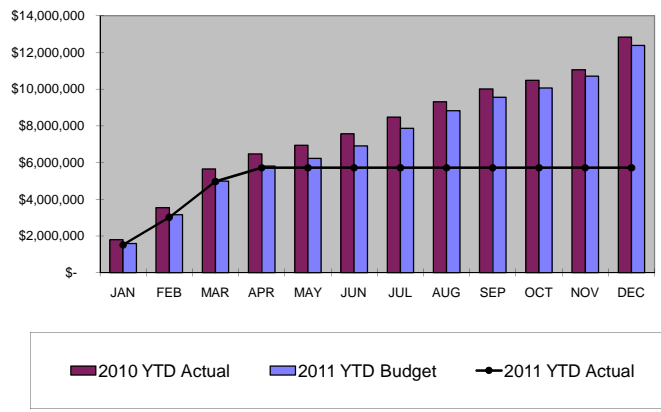
TOWN OF BRECKENRIDGE SALES TAX COLLECTIONS REPORTED IN THE PERIOD EARNED

Sales Period	2010 Collections			2011 Budget			2011 Monthly			2011 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2010	% of Budget	Actual	% Change from 2010	% of Budget
JAN	\$ 1,801,834	\$ 1,801,834	14.0%	\$ 1,589,208	\$ 1,589,208	12.8%	\$ 1,515,467	-15.9%	95.4%	\$ 1,515,467	-15.9%	95.4%
FEB	1,748,748	3,550,582	27.7%	1,565,285	3,154,493	25.5%	\$ 1,504,878	-13.9%	96.1%	3,020,345	-14.9%	95.7%
MAR	2,095,513	5,646,094	44.0%	1,839,058	4,993,551	40.3%	\$ 1,944,024	-7.2%	105.7%	4,964,368	-12.1%	99.4%
APR	826,063	6,472,157	50.4%	820,716	5,814,267	47.0%	\$ 751,963	-9.0%	91.6%	5,716,332	-11.7%	98.3%
MAY	466,655	6,938,812	54.1%	404,562	6,218,829	50.2%	n/a	0.0%		5,716,332	-17.6%	91.9%
JUN	625,370	7,564,182	58.9%	685,463	6,904,291	55.8%	n/a	0.0%		5,716,332	-24.4%	82.8%
JUL	909,629	8,473,811	66.0%	954,293	7,858,584	63.5%	n/a	0.0%		5,716,332	-32.5%	72.7%
AUG	840,855	9,314,666	72.6%	961,257	8,819,841	71.2%	n/a	0.0%		5,716,332	-38.6%	64.8%
SEP	693,592	10,008,257	78.0%	733,049	9,552,891	77.2%	n/a	0.0%		5,716,332	-42.9%	59.8%
OCT	478,831	10,487,088	81.7%	504,021	10,056,911	81.2%	n/a	0.0%		5,716,332	-45.5%	56.8%
NOV	571,080	11,058,168	86.1%	655,468	10,712,380	86.5%	n/a	0.0%		5,716,332	-48.3%	53.4%
DEC	\$ 1,778,688	\$ 12,836,856	100.0%	\$ 1,669,265	12,381,645	100.0%	n/a	0.0%		\$ 5,716,332	-55.5%	46.2%

2011 Monthly Sales Tax Collections



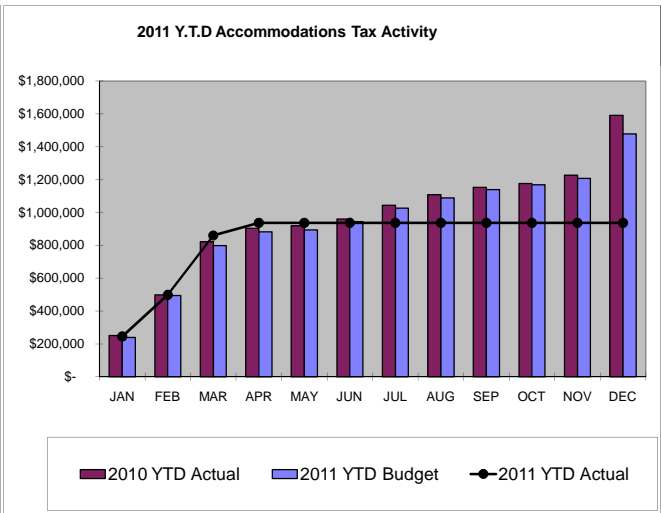
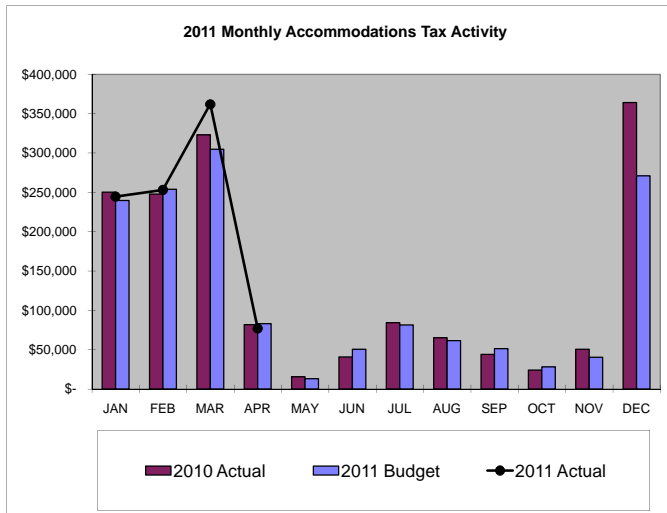
2011 Y.T.D. Sales Tax Collections



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

Sales Period	2010 Collections			2011 Budget			2011 Monthly			2011 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2010	% of Budget	Actual	% Change from 2010	% of Budget
JAN	\$ 250,450	\$ 250,450	15.7%	\$ 239,518	\$ 239,518	16.2%	\$ 244,648	-2.3%	102.1%	\$ 244,648	-2.3%	102.1%
FEB	247,884	498,334	31.3%	253,918	493,436	33.4%	\$ 253,098	2.1%	99.7%	497,746	-0.1%	100.9%
MAR	323,218	821,552	51.6%	304,840	798,276	54.0%	\$ 361,978	12.0%	118.7%	859,724	4.6%	107.7%
APR	81,743	903,295	56.8%	82,971	881,247	59.6%	\$ 76,896	-5.9%	92.7%	936,620	3.7%	106.3%
MAY	15,579	918,875	57.7%	13,167	894,414	60.5%	n/a	0.0%		936,620	1.9%	104.7%
JUN	40,624	959,499	60.3%	50,494	944,908	63.9%	n/a	0.0%		936,620	-2.4%	99.1%
JUL	84,378	1,043,876	65.6%	81,549	1,026,457	69.4%	n/a	0.0%		936,620	-10.3%	91.2%
AUG	64,959	1,108,835	69.7%	61,362	1,087,819	73.6%	n/a	0.0%		936,620	-15.5%	86.1%
SEP	43,974	1,152,809	72.4%	51,368	1,139,187	77.0%	n/a	0.0%		936,620	-18.8%	82.2%
OCT	23,958	1,176,767	73.9%	28,101	1,167,288	78.9%	n/a	0.0%		936,620	-20.4%	80.2%
NOV	50,468	1,227,235	77.1%	40,346	1,207,634	81.7%	n/a	0.0%		936,620	-23.7%	77.6%
DEC	\$ 364,070	\$ 1,591,305	100.0%	\$ 271,074	1,478,708	100.0%	n/a	0.0%		\$ 936,620	-41.1%	63.3%

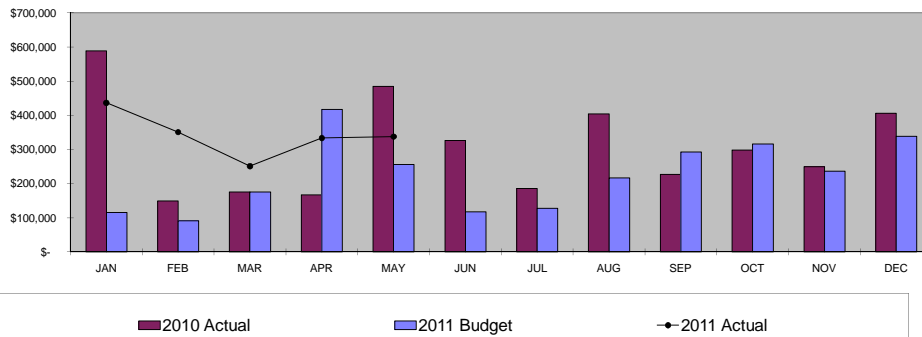
Accommodation tax amounts reflect collections at the 2% rate.



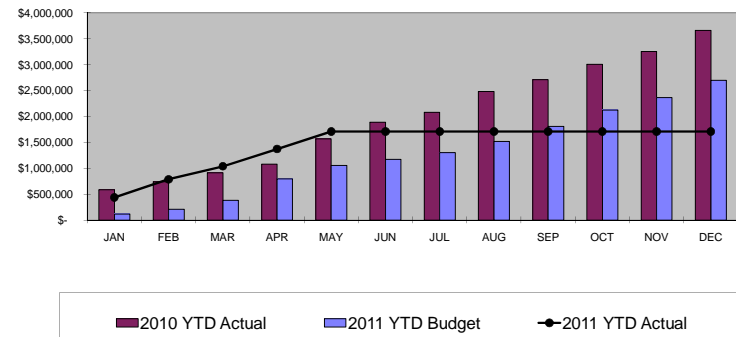
**TOWN OF BRECKENRIDGE
REAL ESTATE TRANSFER TAX COLLECTIONS
REPORTED IN THE PERIOD EARNED**

Sales Period	2007 Collections			2010 Collections			2011 Budget			2011 Monthly				2011 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 2010	Actual	% of Budget	% Change from 2007	% Change from 2010
JAN	\$ 352,958	\$ 352,958	6.2%	\$ 588,874	\$ 588,874	16.1%	\$ 115,354	\$ 115,354	4.3%	\$ 436,605	378.5%	23.7%	-25.9%	\$ 436,605	378.5%	23.7%	-25.9%
FEB	342,995	695,953	12.3%	149,303	738,178	20.2%	\$ 90,951	\$ 206,306	7.6%	350,866	385.8%	2.3%	135.0%	787,471	381.7%	13.2%	6.7%
MAR	271,817	967,770	17.1%	175,161	913,339	24.9%	\$ 175,256	\$ 381,562	14.1%	250,986	143.2%	-7.7%	43.3%	1,038,457	272.2%	7.3%	13.7%
APR	564,624	1,532,394	27.0%	167,038	1,080,377	29.5%	\$ 417,147	\$ 798,708	29.6%	333,424	79.9%	-40.9%	99.6%	1,371,881	171.8%	-10.5%	27.0%
MAY	533,680	2,066,074	36.4%	484,618	1,564,995	42.7%	\$ 256,110	\$ 1,054,819	39.1%	337,577	131.8%	-36.7%	-30.3%	1,709,458	162.1%	-17.3%	9.2%
JUN	522,999	2,589,073	45.6%	326,779	1,891,775	51.6%	\$ 117,793	\$ 1,172,611	43.4%	0.0%	n/a	n/a	n/a	1,709,458	145.8%	-34.0%	-9.6%
JUL	343,610	2,932,683	51.7%	186,067	2,077,841	56.7%	\$ 127,768	\$ 1,300,380	48.2%	0.0%	n/a	n/a	n/a	1,709,458	131.5%	-41.7%	-17.7%
AUG	594,349	3,527,032	62.1%	404,004	2,481,846	67.8%	\$ 217,061	\$ 1,517,440	56.2%	0.0%	n/a	n/a	n/a	1,709,458	112.7%	-51.5%	-31.1%
SEP	711,996	4,239,028	74.7%	227,440	2,709,285	74.0%	\$ 292,261	\$ 1,809,701	67.0%	0.0%	n/a	n/a	n/a	1,709,458	94.5%	-59.7%	-36.9%
OCT	392,752	4,631,779	81.6%	297,809	3,007,094	82.1%	\$ 316,040	\$ 2,125,742	78.7%	0.0%	n/a	n/a	n/a	1,709,458	80.4%	-63.1%	-43.2%
NOV	459,147	5,090,926	89.7%	249,583	3,256,677	88.9%	\$ 236,022	\$ 2,361,764	87.5%	0.0%	n/a	n/a	n/a	1,709,458	72.4%	-66.4%	-47.5%
DEC	\$ 584,308	\$ 5,675,235	100.0%	\$ 406,078	\$ 3,662,755	100.0%	\$ 338,238	\$ 2,700,002	100.0%	0.0%	n/a	n/a	n/a	\$ 1,709,458	63.3%	-69.9%	-53.3%

2011 Monthly RETT Tax Collections



2011 Y.T.D. RETT Collections

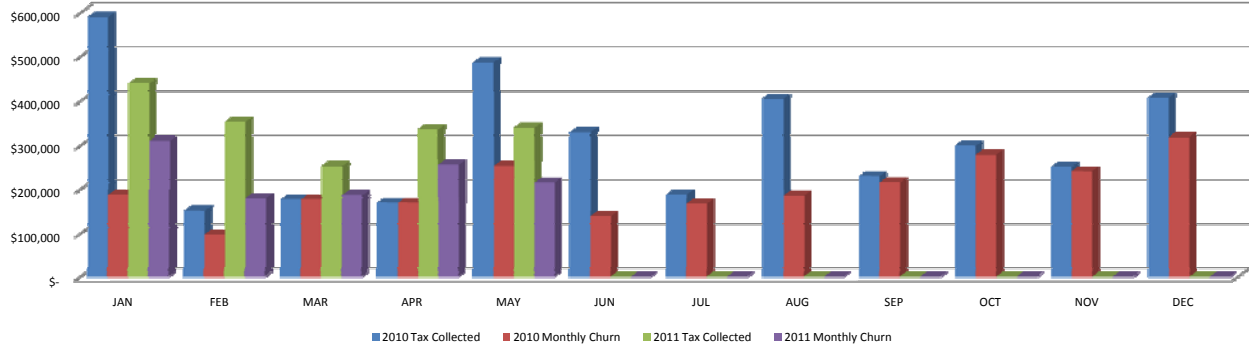


TOWN OF BRECKENRIDGE REAL ESTATE TRANSFER TAX CHURN REPORTED IN THE PERIOD EARNED

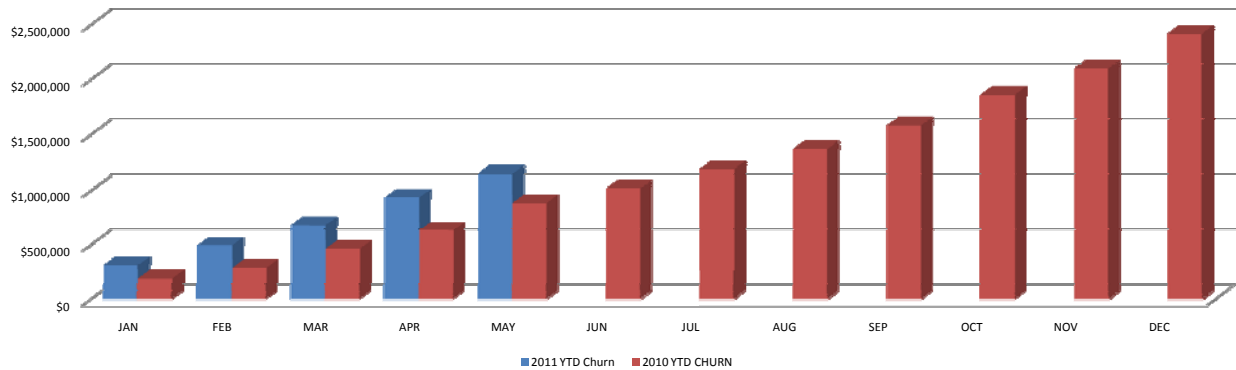
Sales Period	Tax Collected	Year To Date	2010 Collections					Monthly Churn	YTD Churn	% of YTD Total
			New Construction							
			Beaver Run	Grand Lodge	1 Ski Hill	Water House	Other			
JAN	\$ 588,874	\$ 588,874	0	403,514	0	0	0	\$ 185,361	\$185,361	31.5%
FEB	\$ 149,303	\$ 738,178	0	52,748	0	0	0	\$ 96,555	\$281,915	38.2%
MAR	\$ 175,161	\$ 913,339	0	0	0	0	0	\$ 175,161	\$457,077	50.0%
APR	\$ 167,038	\$ 1,080,377	0	0	0	0	0	\$ 167,038	\$624,115	57.8%
MAY	\$ 484,618	\$ 1,564,995	0	0	232,663	0	0	\$ 251,955	\$876,070	56.0%
JUN	\$ 326,779	\$ 1,891,775	0	0	189,994	0	0	\$ 136,786	\$1,012,856	53.5%
JUL	\$ 186,067	\$ 2,077,841	0	0	20,767	0	0	\$ 165,300	\$1,178,157	56.7%
AUG	\$ 404,004	\$ 2,481,846	220,000	0	0	0	0	\$ 184,004	\$1,362,161	54.9%
SEP	\$ 227,440	\$ 2,709,285	0	13,758	0	0	0	\$ 213,682	\$1,575,843	58.2%
OCT	\$ 297,809	\$ 3,007,094	0	20,555	0	0	0	\$ 277,254	\$1,853,097	61.6%
NOV	\$ 249,583	\$ 3,256,677	0	10,065	0	0	0	\$ 239,517	\$2,092,614	64.3%
DEC	\$ 406,078	\$ 3,662,755	0	43,263	10,292	35,908	0	\$ 316,615	\$2,409,229	65.8%

Sales Period	Tax Collected	Year To Date	2011 Collections				Monthly Churn	YTD Budget	YTD Churn	% of YTD Total	% Change In Churn from Prior Year
			New Construction								
			Grand Lodge	1 Ski Hill	Water House	Other					
JAN	\$ 436,605	\$ 436,605	74,378	0	53,370	0	\$ 308,857	\$ 115,354	\$308,857	70.7%	66.6%
FEB	\$ 350,866	\$ 787,471	135,046	26,482	11,550	0	\$ 177,787	\$ 206,306	\$486,644	61.8%	72.6%
MAR	\$ 250,986	\$ 1,038,457	56,805	0	9,300	0	\$ 184,880	\$ 381,562	\$671,524	64.7%	46.9%
APR	\$ 333,424	\$ 1,371,881	41,651	7,296	19,170	11,300	\$ 254,006	\$ 798,708	\$925,531	67.5%	48.3%
MAY	\$ 337,577	\$ 1,709,458	87,830	36,403	0	0	\$ 213,344	\$ 1,054,819	\$1,138,875	66.6%	30.0%
JUN	\$ -	\$ 1,709,458					\$ -	\$ 1,172,611	\$1,138,875	n/a	n/a
JUL	\$ -	\$ 1,709,458					\$ -	\$ 1,300,380	\$1,138,875	n/a	n/a
AUG	\$ -	\$ 1,709,458					\$ -	\$ 1,517,440	\$1,138,875	n/a	n/a
SEP	\$ -	\$ 1,709,458					\$ -	\$ 1,809,701	\$1,138,875	n/a	n/a
OCT	\$ -	\$ 1,709,458					\$ -	\$ 2,125,742	\$1,138,875	n/a	n/a
NOV	\$ -	\$ 1,709,458					\$ -	\$ 2,361,764	\$1,138,875	n/a	n/a
DEC	\$ -	\$ 1,709,458					\$ -	\$ 2,700,002	\$1,138,875	n/a	n/a

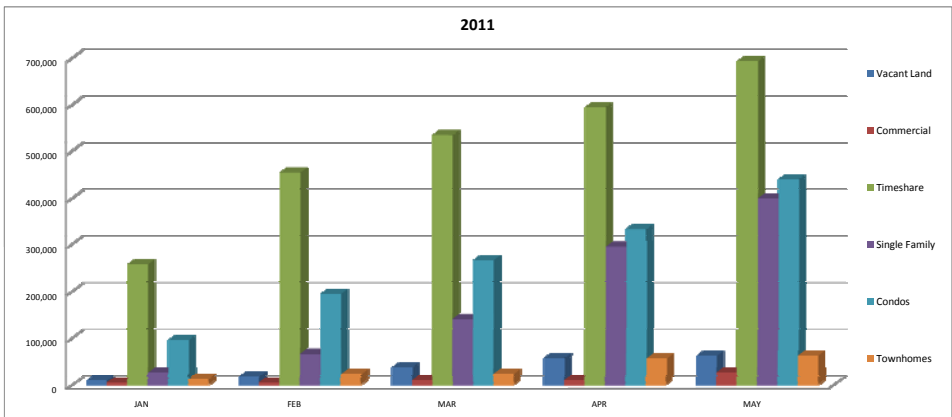
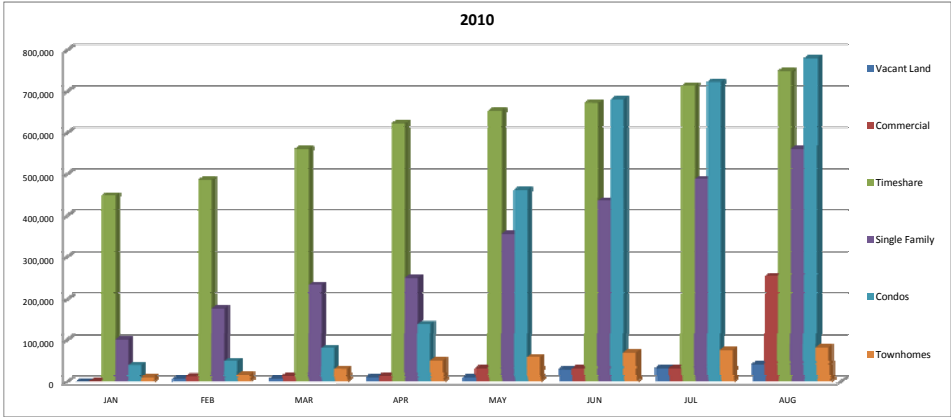
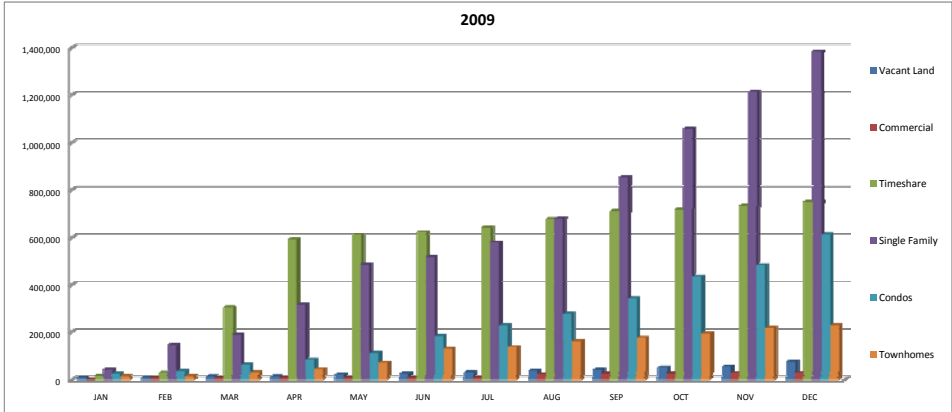
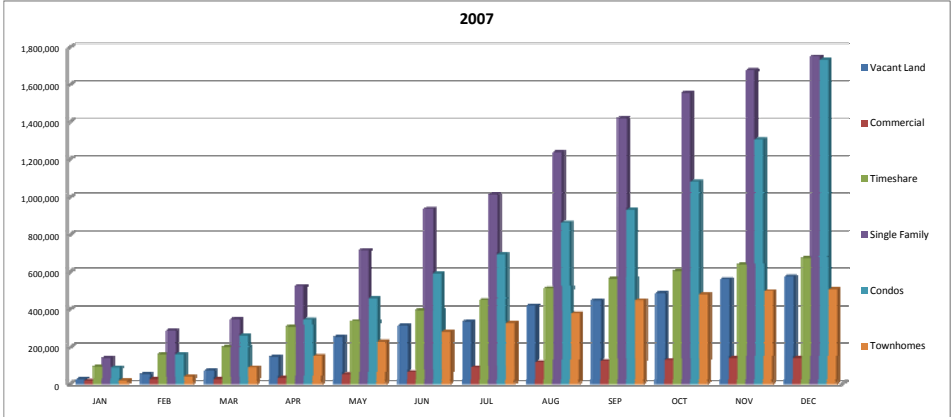
RETT Monthly Collections vs. Churn



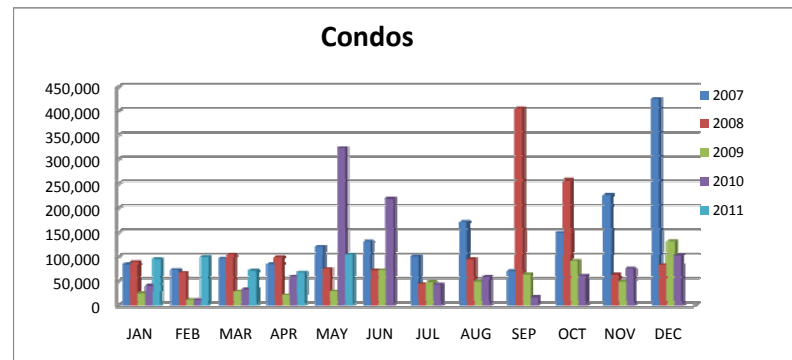
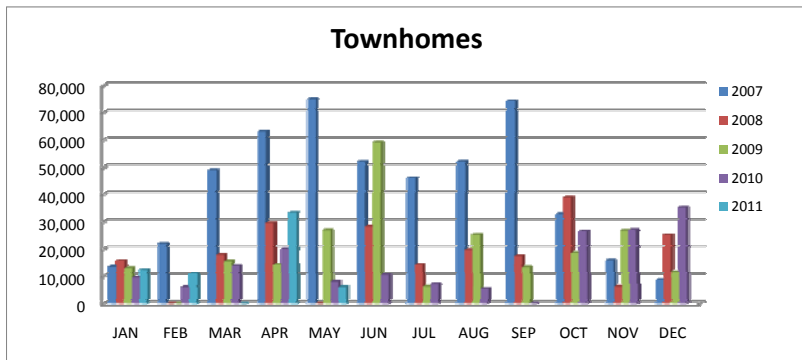
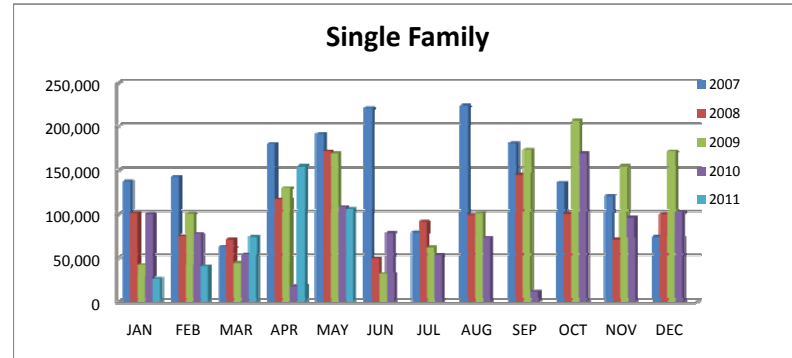
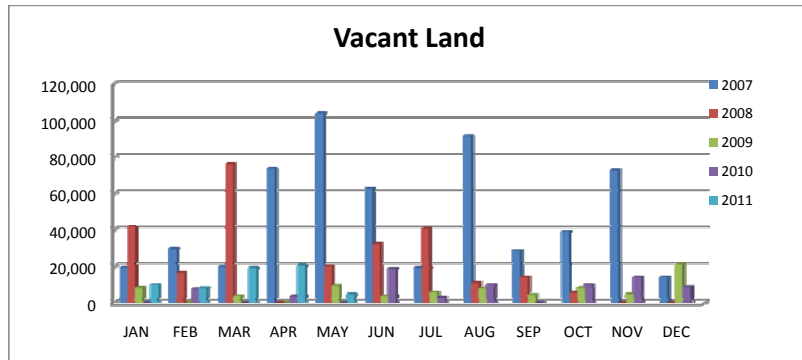
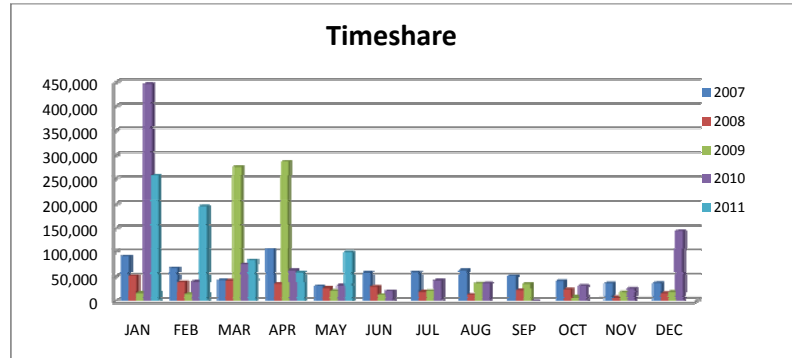
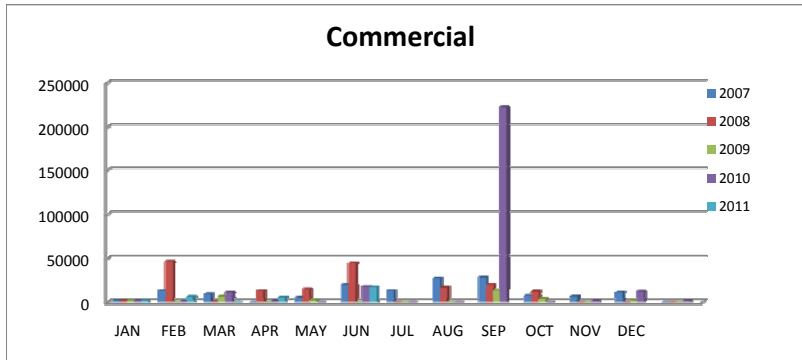
YTD Churn Analysis



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



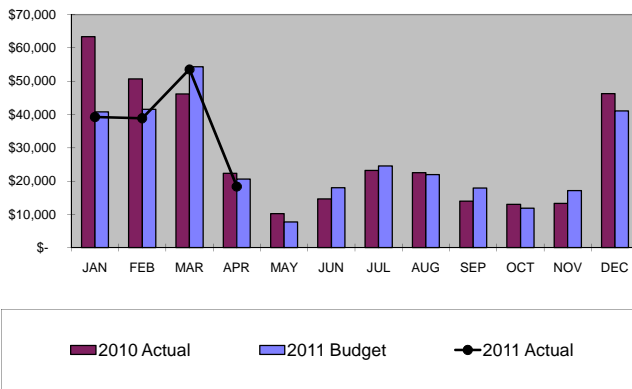
TOWN OF BRECKENRIDGE REAL ESTATE TRANSFER TAX COLLECTIONS MONTHLY BY CATEGORY



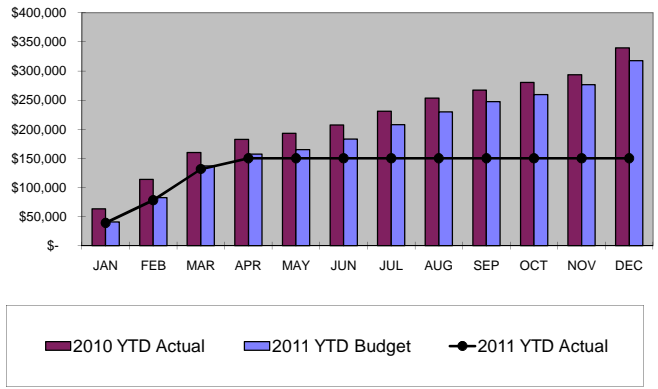
**TOWN OF BRECKENRIDGE
AFFORDABLE HOUSING SALES TAX COLLECTIONS
REPORTED IN THE PERIOD EARNED**

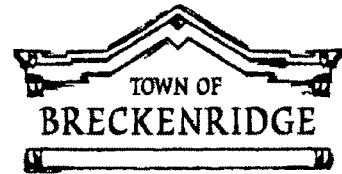
Sales Period	2010 Collections			2011 Budget			2011 Monthly			2011 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2010	% of Budget	Actual	% Change from 2010	% of Budget
JAN	\$ 63,372	\$ 63,372	18.7%	\$ 40,831	\$ 40,831	12.9%	\$ 39,257	-38.1%	96.1%	\$ 39,257	-38.1%	96.1%
FEB	50,707	114,079	33.6%	41,542	82,373	25.9%	\$ 38,882	-23.3%	93.6%	78,139	-31.5%	94.9%
MAR	46,121	160,200	47.1%	54,342	136,715	43.1%	\$ 53,520	16.0%	98.5%	131,660	-17.8%	96.3%
APR	22,379	182,579	53.7%	20,604	157,319	49.5%	\$ 18,354	-18.0%	89.1%	150,014	-17.8%	95.4%
MAY	10,262	192,841	56.8%	7,721	165,040	52.0%	n/a	0.0%		150,014	-22.2%	90.9%
JUN	14,630	207,471	61.1%	18,010	183,050	57.7%	n/a	0.0%		150,014	-27.7%	82.0%
JUL	23,238	230,709	67.9%	24,502	207,552	65.4%	n/a	0.0%		150,014	-35.0%	72.3%
AUG	22,538	253,247	74.5%	21,999	229,551	72.3%	n/a	0.0%		150,014	-40.8%	65.4%
SEP	13,947	267,194	78.6%	17,868	247,420	77.9%	n/a	0.0%		150,014	-43.9%	60.6%
OCT	13,042	280,237	82.5%	11,823	259,242	81.6%	n/a	0.0%		150,014	-46.5%	57.9%
NOV	13,308	293,545	86.4%	17,177	276,419	87.1%	n/a	0.0%		150,014	-48.9%	54.3%
DEC	\$ 46,234	\$ 339,779	100.0%	\$ 41,096	317,515	100.0%	n/a	0.0%		\$ 150,014	-55.8%	47.2%

2011 Monthly Aff. Housing Sales Tax Collections



2011 Y.T.D. Aff. Housing Sales Tax Collections





MEMORANDUM

To: Town Council
From: Tim Gagen, Town Manager
Date: June 7, 2011
Subject: *Medical Marijuana Excise Tax Ballot Issue*

Background

The Town Council previously identified the regulation and possible taxation of medical marijuana as one of its top ten priorities to address in 2011. Most recently at the Council retreat on May 24, 2011, The Council discussed the future limitation on the number and location of medical marijuana dispensaries within Town limits. Also, Council discussed the setting of a ballot question for voters to add an additional excise tax on the sale of medical marijuana. As there were a couple of other potential ballot questions raised at the retreat, the Council decided to wait on a decision regarding a ballot question to tax medical marijuana until later in June at a work session, but directed the staff and Town Attorney to prepare a draft of ordinance for possible consideration at that time.

Following the direction of Council, the Town Attorney and staff have prepared a draft ordinance setting a ballot question for the November, 2011 election to impose an excise tax on the sale of medical marijuana in town. The draft ballot question would set the excise tax rate at 5%, which is similar to what other jurisdictions in Colorado have either approved as an additional tax rate or have been discussing. The ballot question would also limit the use of the funds collected. Use would primarily be limited to covering the direct and indirect costs of the administration of medical marijuana regulations of the Town and State and for drug or drug/alcohol prevention and treatment programs and facilities. These uses were suggested at the Council retreat.

The County has asked the Towns to notify them by July 1 of any ballot questions that are being proposed for the November, 2011 ballot, so the medical marijuana excise tax question is being placed before Council for the decision on whether or not to move forward. If Council decides it wishes to place the ballot question on the November ballot, staff will be requesting direction on the amount and use of the taxes as drafted in the proposed ballot question. Additionally, staff will seek direction on the readiness of Council to place the ordinance on first reading at the evening Council meeting.

INTEROFFICE MEMORANDUM

TO: TOWN COUNCIL
CC: TIM GAGEN, TOWN MANAGER; KATE BONIFACE, ASSISTANT TOWN MANAGER
FROM: CLERK AND FINANCE DIVISION
SUBJECT: MEDICAL MARIJUANA TAX ANALYSIS
DATE: 05/12/2011

1.) How many dispensaries are currently licensed in Breckenridge?

There are currently 7 licensed dispensaries operating in the Town of Breckenridge, starting in November 2009.

2.) What are the net taxable sales that have been reported for dispensaries annually?

	2010	2011 – 1 st quarter	Estimated future sales
Net taxable sales	\$1,029,573.52	\$200,477	\$1,158,436

3.) How much sales tax are we currently receiving on these sales?

	Rate	2010	2011 - 1st quarter	Estimated Future Sales
Town Sales Tax	2.50%	25,739	5,012	28,961
County Sales Tax	1.93%	19,871	3,869	22,358
Total Tax	4.43%	\$45,610	\$8,881	\$51,319

4.) How much could we expect to collect annually on an additional excise tax?

Tax Rate	Potential Additional Tax*
1%	\$11,584
2%	\$23,169
3%	\$34,753
4%	\$46,337
5%	\$57,922
10%	\$115,844

**This is based upon a relatively small sample of data and is a best guess*

5.) What other communities have implemented a special sales tax on medical marijuana?

Fruita, CO – The city with a population of 11,000 decided in their April 2010 election to impose a 5% additional sales tax on marijuana. The measure passed with 62% of the votes. The City Manager has estimated that the additional tax could generate up to \$100,000 in revenue to help offset the costs associated with regulating future dispensaries.

Oakland, CA – In July 2009, Oakland became the first city to impose a special tax on medical marijuana. The 1.8% tax passed at the polls by an 80% of the vote. The city tax for other retail sales in the city is .12%. The city estimates that the measure will raise \$294,000 in additional tax revenue in 2010 and more in future years from the maximum allowed of four dispensaries. The measure will provide funds to allow police to direct their limited resources to more serious crimes and drug offenses.

Los Angeles, CA - City of Los Angeles voters overwhelmingly passed Measure M to tax medical marijuana. It allows the city to collect an additional 5% excise tax on "gross reimbursements" that dispensaries receive from their patients. That could generate \$10 million a year, which the city can use to pay for basic services such police, libraries and street repairs, according to proponents. However, there are some arguments against taxing Medical Marijuana Dispensaries:

- Medical Marijuana is supposed to be medicine and medicine is tax exempt.
- Federal law bans the growing, possessing, or consuming of marijuana for any purpose, so you shouldn't be legitimizing it.

6.) What is the local interest in an additional tax on Medical Marijuana?

The Towns and County have all discussed imposing an additional tax on Medical Marijuana. The County cannot levy an excise tax due to the fact that they are not a home rule county, but may consider an occupation tax. Dillon has banned Medical Marijuana dispensaries, so it does not see a need for an additional tax at this time. Silverthorne has indicated that they will not pursue a tax at this time. Frisco remains interested in pursuing a tax. Finally, though we have not kept track, a substantial amount of Staff & Attorney time has been spent on the Medical Marijuana Dispensaries. An additional tax could help to recover some of this cost.

1 **DRAFT June 6, 2011 DRAFT**

2
3 COUNCIL BILL NO. __

4
5 Series 2011

6
7 AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE TOWN OF
8 BRECKENRIDGE AT A SPECIAL TOWN ELECTION TO BE HELD ON NOVEMBER 1,
9 2011 THE QUESTION OF WHETHER, COMMENCING JANUARY 1, 2012, THE TOWN OF
10 BRECKENRIDGE SHOULD IMPOSE AN EXCISE TAX OF FIVE PERCENT (5%) ON THE
11 RETAIL SALE OF MEDICAL MARIJUANA BY AUTHORIZED MEDICAL MARIJUANA
12 RETAILERS AS A NEW TAX PURSUANT TO ARTICLE X, SECTION 20 OF THE
13 COLORADO CONSTITUTION; REQUIRING REVENUES COLLECTED BY THE TOWN
14 FROM THE NEW TAX TO BE USED ONLY FOR DESIGNATED PURPOSES; SETTING
15 FORTH THE BALLOT TITLE; AND PROVIDING FOR THE CONDUCT OF THE
16 ELECTION

17
18 WHEREAS, the Town of Breckenridge ("**Town**") is a home rule municipal corporation
19 organized and existing under Article XX of the Colorado Constitution; and

20
21 WHEREAS, the electors of the Town adopted the Breckenridge Town Charter on April
22 1, 1980; and

23
24 WHEREAS, Section 12.1 of the Breckenridge Town Charter provides that the Town
25 Council of the Town ("**Town Council**") may, by ordinance, levy and collect excise taxes for
26 municipal purposes; and

27
28 WHEREAS, on November 7, 2000 the voters of the State of Colorado approved
29 Amendment 20 adding §14 of Article 18 to the Colorado Constitution, and creating a limited
30 exception from criminal liability under Colorado law (as opposed to federal law) for seriously ill
31 persons who are in need of marijuana for specified medical purposes, and who obtain and use
32 medical marijuana under the limited circumstances described in Amendment 20; and

33
34 WHEREAS, the Colorado legislature passed and the governor signed into law
35 HB10-1284, entitled "An Act Concerning the Regulation of Medical Marijuana, and Making an
36 Appropriation Therefor"; and

37
38 WHEREAS, HB10-1284 became effective July 1, 2010, and adopted the "Colorado
39 Medical Marijuana Code"; and

40
41 WHEREAS, the Colorado Medical Marijuana Code authorizes the issuance by the state
42 and local authorities of permits for the lawful sale at retail of medical marijuana by authorized
43 retailers; and
44

1 WHEREAS, the Town has adopted its own local regulations for the retail sale of medical
2 marijuana pursuant to its home rule authority and the Colorado Medical Marijuana Code, and
3 there are currently seven medical marijuana dispensaries operating within the corporate limits of
4 the Town; and

5
6 WHEREAS, Section 31-11-111(2), C.R.S., authorizes the Town Council to refer
7 questions to the vote of the registered electors of the Town; and

8
9 WHEREAS, Section 1-41-103, C.R.S., provides that a local government question under
10 Article X, Section 20 of the Colorado Constitution (known as the "TABOR Amendment"),
11 including, but not limited to, approval of a new tax, may be submitted to the voters of the
12 municipality at a local election to be held on the first Tuesday of November in each odd-
13 numbered year; and

14
15 WHEREAS, the Town Council finds and determines that there should be submitted to the
16 registered electors of the Town, at a special Town election to be held on November 1, 2011 in
17 conjunction with the coordinated election to be held on that date, as a referred measure, the
18 question of whether effective January 1, 2012 the Town should adopt a new five percent (5%)
19 excise tax on the retail sale of medical marijuana within the Town by authorized medical
20 marijuana retailers, with the revenues collected by the Town from such new tax to be used only
21 for those purposes designated in this ordinance; and

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

26
27 WHEREAS, the Town Council has determined that it should fix the ballot title for the
28 referred measure set forth in Section 2 of this ordinance.

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

32
33 Section 1. The Breckenridge Town Code is amended by the addition of a new Chapter 9
34 of Title 3, entitled "Medical Marijuana Excise Tax", which shall read in its entirety as follows:

35 CHAPTER 9

36 MEDICAL MARIJUANA EXCISE TAX

37 SECTION:

- 38
39 3-9-1: Definitions
40 3-9-2: Tax Imposed
41 3-9-3: Collection and Enforcement Procedures
42 3-9-4: Use of Collected Tax Revenues
43 3-9-5: Rules and Regulations
44
45
46

1 3-9-1: DEFINITIONS: As used in this Chapter the following words shall have the
2 following meanings:
3

AUTHORIZED MEDICAL MARIJUANA RETAILER: A person holding a valid permit issued by the State of Colorado pursuant to the Colorado Medical Marijuana Code, and by the Town pursuant to Town ordinance and the Colorado Medical Marijuana Code, authorizing the permit holder to lawfully sell medical marijuana at retail.

DESIGNATED REVENUES: All of the revenues received by the Town from the collection of the Town's Medical Marijuana Excise Tax approved by the electors of the Town on November 1, 2011 and imposed by Section 3-9-2.

MEDICAL MARIJUANA: Has the meaning provided in Section 12-43.3-104, C.R.S., which is part of the Colorado Medical Marijuana Code.

4
5 3-9-2: TAX IMPOSED: A tax is imposed upon all retail sales of medical
6 marijuana made within the Town of Breckenridge by authorized medical
7 marijuana retailers at the rate of five percent (5.0%) of the price paid by the
8 purchaser of the medical marijuana, rounded off to the nearest penny. The tax
9 imposed by this section is in addition to, and not in lieu of, the sales tax owed to
10 the Town in connection with the sale of medical marijuana.

11
12 3-9-3: COLLECTION AND ENFORCEMENT PROCEDURES: Except for those
13 provisions that by their terms cannot apply, the procedures for the collection and
14 enforcement of the Town's sales tax as provided in Title 3, Chapter 1 of this Code
15 shall apply to the collection and enforcement of the medical marijuana excise tax
16 imposed by this Chapter. The Financial Service Manager shall adopt administrative
17 rules and regulations specifying how the procedures for the collection and
18 enforcement of the Town's sales tax as provided in Title 3, Chapter 1 of this Code
19 will apply to the collection and enforcement of the medical marijuana excise tax
20 imposed by this Chapter.

21
22 3-9-4: USE OF COLLECTED TAX REVENUES: The Designated Revenues shall
23 be used to pay or reimburse the Town for direct and indirect costs incurred for: (i)
24 adequate training, enforcement, and administration of the Town's medical marijuana
25 regulations not otherwise covered by the application and renewal fees for medical
26 marijuana permits issued by the Town under the Colorado Medical Marijuana Code
27 and the Town's ordinances, (ii) monies expended by the Town in connection with
28 drug or drug and alcohol prevention programs and facilities (including, but not

1 limited to, expenditures for the local detoxification center), and for (iii) other general
2 purposes of the Town.

3
4 **3-9-5: RULES AND REGULATIONS:** The Financial Services Manager shall
5 have the authority from time to time to adopt, amend, alter and repeal
6 administrative rules and regulations as may be necessary for the proper
7 administration of this Chapter. Such regulations shall be adopted in accordance
8 with the procedures established by Title 1, Chapter 18 of this Code.

9
10 Section 2. A special Town election shall be held on Tuesday, November 1, 2011 in
11 connection with the coordinated election that is to be held on that day. At such election there
12 shall be submitted to the vote of the registered electors of the Town, as a referred measured
13 under Article X, Section 20 of the Colorado Constitution and Section 31-11-111(2), C.R.S., the
14 ballot issue hereinafter set forth (the "**Ballot Issue**"). At the said election, the official ballot,
15 including early voters' ballots, shall state the substance of the Ballot Issue to be voted upon and,
16 as so stated, shall constitute the ballot title, designation, and submission clause. At such election
17 each registered elector voting at the election shall be given the opportunity to indicate his or her
18 choice on the Ballot Issue, which shall be in the following form:

19 **SHALL TOWN OF BRECKENRIDGE TAXES BE INCREASED BY**
20 **SEVENTY FIVE THOUSAND DOLLARS (\$75,000) IN THE FISCAL YEAR**
21 **COMMENCING JANUARY 1, 2012 AND ENDING DECEMBER 31, 2012,**
22 **AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED**
23 **ANNUALLY THEREAFTER, BY IMPOSING A NEW EXCISE TAX,**
24 **EFFECTIVE JANUARY 1, 2012, ON THE LEGAL RETAIL SALE OF**
25 **MEDICAL MARIJUANA WITHIN THE TOWN AT THE RATE OF FIVE**
26 **PERCENT (5%) OF THE PRICE PAID BY THE PURCHASER OF THE**
27 **MEDICAL MARIJUANA, IN ACCORDANCE WITH ORDINANCE NO. _____,**
28 **SERIES 2011; AND SHALL THE REVENUE RECEIVED BY THE TOWN**
29 **FROM THE COLLECTION OF SUCH NEW TAX BE USED TO PAY OR**
30 **REIMBURSE THE TOWN FOR DIRECT AND INDIRECT COSTS**
31 **INCURRED OR EXPENDED BY THE TOWN FOR ADEQUATE TRAINING,**
32 **ENFORCEMENT, AND ADMINISTRATION OF ALL APPLICABLE**
33 **MEDICAL MARIJUANA LAWS AND REGULATIONS, TO SUPPORT**
34 **LOCAL DRUG AND ALCHOL PROGRAMS AND FACILITIES, AND FOR**
35 **OTHER GENERAL PURPOSES OF THE TOWN; AND SHALL THE TOWN**
36 **BE AUTHORIZED TO COLLECT AND SPEND SUCH REVENUE AS A**
37 **VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION**
38 **20 OF THE COLORADO CONSTITUTION ?**

39
40
41 **YES _____ NO _____**
42

43 Section 3. In connection with the fixing of the ballot title for the Ballot Issue, the Town
44 Council of the Town of Breckenridge finds and determines as follows:

1 A. The Town Council has considered the public confusion that might be caused by
2 misleading ballot titles.

3
4 B. The general understanding of the effect of a “yes” or “no” vote on the Ballot Issue
5 will be clear to the electors.

6
7 C. The ballot title for the Ballot Issue will not conflict with those titles selected for any
8 other measure that will appear on the municipal ballot at the November 1, 2011 special Town
9 election; and

10
11 D. The ballot title for the Ballot Issue correctly and fairly expresses the true intent and
12 meaning of the measure.

13
14 Section 4. If a majority of all the votes cast at the election shall be for the ballot issue set
15 forth in Section 2 of this ordinance, the amendments to the Breckenridge Town Code set forth in
16 full in Section 1 of this ordinance shall be deemed to have been adopted and shall become
17 effective January 1, 2012, and on such date the Town of Breckenridge shall be authorized to
18 collect, retain, and expend the full amount of the tax revenues collected by the Town as a result
19 of the new medical marijuana excise tax approved by the Ballot Issue separate and apart from
20 any other expenditures of the Town which may be limited pursuant to Article X, Section 20 of
21 the Colorado Constitution, or any other state restriction on the Town’s fiscal year spending, and
22 the increased tax revenues authorized for collection, retention and expenditure by the passage of
23 the Ballot Issue shall not be counted in any such spending limitation. If a majority of all the votes
24 cast at the election shall be against the Ballot Issue the amendments to the Breckenridge Town
25 Code set forth in full in Section 1 of this ordinance shall be deemed to have been defeated, and
26 such amendments to the Breckenridge Town Code shall not become effective.

27 Section 5. The special Town election on November 1, 2011 to consider the Ballot Issue
28 shall be conducted as a coordinated election with Summit County. The Summit County Clerk
29 and Recorder shall conduct the special Town election on behalf of the Town. Pursuant to Section
30 1-12-6 of the Breckenridge Town Code, the election shall be conducted under the Uniform
31 Election Code of 1992. The cost of the election with respect to the Ballot Issue shall be paid
32 from the general fund of the Town.

33 Section 6. The officers of the Town are authorized and directed to take all action
34 necessary or appropriate to effectuate the provisions of this ordinance. All action previously
35 taken by the officers of the Town with respect to the Ballot Issue is ratified, confirmed, and
36 approved.

37 Section 7. The Town Clerk, or the coordinated election official if so provided by
38 intergovernmental agreement, shall give or cause to be given the notice of election required by
39 Section 1-5-205, C.R.S. Additionally, the Town Clerk shall cause the notice required by Section
40 20(3)(b) of Article X of the Colorado Constitution to be prepared and delivered in accordance
41 with the requirements of applicable law.

42 Section 8. The Town Clerk shall serve as the designated election official of the Town the
43 purposes of performing acts required or permitted by law in connection with the election on the

1 Ballot Issue, and shall take such action as may be required to comply with all applicable laws
2 pertaining to the conduct of the election.

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

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

11 Section 11. Pursuant to Section 6.1(b) of the Breckenridge Town Charter, this ordinance
12 is not subject to the people’s reserved power of referendum.

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

15 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
16 PUBLISHED IN FULL this ____ day of _____, 2011. A Public Hearing shall be held at the
17 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
18 _____, 2011, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
19 Town.

20
21 TOWN OF BRECKENRIDGE, a Colorado
22 municipal corporation
23

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

29 ATTEST:
30

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

MEMORANDUM

TO: Town Council

FROM: Peter Grosshuesch, Community Development Director
Mark Truckey, Assistant Director of Community Development

DATE: June 22 for June 28 Council Meeting

SUBJECT: Review of the Peak 6 Draft EIS

Background

The US Forest Service has recently released the Draft Environmental Impact Statement (DEIS) for the Peak 6 expansion proposed by the Breckenridge Ski Resort (BSR). The DEIS analyzes the potential environmental impacts of the expansion. The DEIS also evaluates the impacts of several alternatives to the proposed action (see discussion below). Public comments on the DEIS (including comments from the Town) are due by July 25. Although we have been told an extension to the comment period is pending, staff is currently operating under the assumption that we will need to have the Council's comments formalized in a letter at the July 12 Town Council meeting.

If Council members are interested, the full DEIS document is available online at <http://www.breckenridgepeak6.com/document/contents/>.

Summary of the Purpose and Need for the Proposed Action

“The proposed projects were specifically planned to better accommodate existing daily visitation levels, and maintain the desired skiing experience with comfortable terrain capacities. It is not anticipated that the proposal would elicit increases in peak day visitation. The full text of the Purpose and Need is stated in [Chapter 1](#). The following seven statements summarize the Purpose and Need:

- Purpose #1: Better accommodate current daily visitation levels.
- Purpose #2: Reduce skier congestion on BSR's existing Intermediate and Advanced-Intermediate terrain network and associated lifts.
- Purpose #3: Reduce waiting time for lifts at BSR.
- Purpose #4: Disperse Intermediate and Advanced-Intermediate skiers more efficiently across the entire skiable terrain network.
- Purpose #5: Provide additional lift-served terrain to accommodate the existing terrain distribution deficit.
- Purpose #6: Provide additional hike-to access servicing advanced ability levels.
- Purpose #7: Provide sufficient infrastructure in pods to serve guests.” – Peak 6 DEIS

Above is an excerpt from the DEIS regarding Purpose and Need. In discussions with Forest Service staff, BSR is responding to a deficit in the amount of terrain suited to intermediate and advanced intermediate skiers. This cohort of their visitors accounts for a large percentage of their total visitation numbers, and the existing physical layout of the mountain and its skier infrastructure, tend to channel mountain congestion into a number of identifiable choke points on high visitation days. According to the Forest Service, the Peak 6 expansion would redistribute skiers from congested pods on the mountain, shifting them to the new terrain on Peak 6. This would shorten lift lines, take pressure off the existing restaurants, and lessen skier density on ski runs in the congested pods on high visitation days.

Description of Alternatives

Three alternatives are analyzed in the DEIS. Alternative 1, the “No Action” alternative, essentially assumes the status quo at the ski area, with no expansion of terrain into the Peak 6 area occurring. Alternative 2, the “Proposed Action”, includes proposed ski lift expansion onto Peak 6. Alternative 3 includes an alternative expansion scenario with a new lift on Peak 6½, upgrades to some existing chairlifts, and new skiing trails within the current ski area. More details on Alternatives 2 and 3 are included below. A spreadsheet that briefly describes the differences between the alternatives is attached.

Alternative 2

Terrain

- Approximately 550 acres of proposed traditional downhill and hike-to skiing.
- Seven below-treeline trails, totaling approximately 68 acres (the only terrain type that will require tree clearing and grading).
- 339 acres of above-treeline terrain, 235 of which would be lift-served by a new Peak 6 lift, and 104 acres of which will be accessed by the existing Imperial Express SuperChair.
- Of the lift-served terrain, 182 acres (45 percent) are Intermediate, 62 acres (15 percent) are Advanced-Intermediate, and 163 acres (40 percent) are Expert.
- 143 acres of hike-to, Expert only terrain; the hike from the top of the Peak 6 lift to the Peak 6 summit would take approximately 15 minutes.

Lift

- The Peak 6 lift would be installed as a detachable six-person chairlift with a mid-station load point.
- The lift would have a slope length of approximately 8,700 feet, a vertical rise of approximately 1,800 feet, and a design capacity of 3,000 people per hour (pph).

Guest Services

- A food and beverage facility (1,800 square feet in size), seating approximately 150 guests and including restrooms, would be located at the mid-station load point of the new lift.
- A ski patrol/warming hut would also be constructed at the top terminal of the Peak 6 lift, approximately 500 square feet in size.

Comfortable Carrying Capacity

- The Proposed Action would increase BRS’s Comfortable Carrying Capacity (CCC) by 1,100 guests, from 14,920 to 16,020 (25 percent of the “Core Season” at BSR exceeds 16,000 daily skier visits).

Alternative 3

- Developed by the Forest Service in response to previous public comments and Forest Service concerns.

Terrain

- Approximately 326 acres of newly accessible terrain on Peaks 6½, 7, 8, 9, and 10.
- Approximately 280 acres of lift-served terrain, within the existing developed trail network, of which 48 acres (17 percent) are Low-Intermediate, 69 acres (25 percent) are Intermediate, 13 acres (5 percent) are Advanced-Intermediate, and 150 (54 percent) are Expert.
- 150 acres would be above-treeline, served by the Imperial Express SuperChair.

- An additional 46 acres of hike-to terrain would be accessible on Peak 6½.

Lifts

- Three chairlifts would be upgraded within the existing lift and terrain network—Colorado SuperChair, C-Chair and A-Chair.
- The proposed Peak 6½ area would be serviced by a high-speed detachable, four- (or six-) person chairlift with a design capacity of 2,400 pph and a length of 3,950 feet.

Guest Services

- None proposed

Comfortable Carrying Capacity

- Alternative 3 would have a CCC of 1,490 guests, increasing BSR’s CCC from 14,920 to 16,410 guests.

Analysis of How the DEIS has Addressed Comments Previously Submitted by the Town

The Forest Service held a scoping period in early 2008 in which the public could offer comments on the range of alternatives and types of impacts that should be considered in the DEIS. The Town submitted a letter (see attached) dated February 14, 2008, outlining a number of items that the Town desired to see addressed in the DEIS. The table below outlines the primary issues raised in the letter and how they have been addressed in the DEIS. Please note the table only indicates how issues were addressed in the DEIS. It does not contain a critique of the conclusions made in the DEIS.

Issue Raised in Town Scoping Comment Letter	Addressed in DEIS?	Comments
Alternatives to the Peak 6 expansion that would utilize and improve existing terrain and infrastructure within the current BSR operational boundaries to address the project purpose and need	Yes	Alternative 3 includes upgrades to the Colorado SuperChair, C Chair, and A Chair, and also includes the construction of 12 new trails within the existing trail system. Alternative 3 does include some expansion onto Peak 6½, but does not extend as far north as Peak 6.
The comfortable carrying capacity of the Town as it relates to the implications of this proposal, particularly parking and traffic, quality of life and visitor experience, and employee housing	Yes	Most of these issues are to be addressed in the MOU between the Town, County and BSR. The issues are also addressed in the DEIS. The resolution of these issues will be pursuant to the MOU. A copy of the MOU is attached.
Evaluation of community impacts from the Peaks 7 and 8 base area development in conjunction with the proposed project	Somewhat	Appendix A: Cumulative Effects Projects in the DEIS includes a description of the base area development projects. These projects are identified in places in the DEIS as a contributor to cumulative effects related to different issues (e.g., wildlife).
Impacts to backcountry skier experience	Yes	DEIS acknowledges that under Alternative 2 the existing backcountry experience on Peak 6 will be eliminated and directly impact a portion of backcountry skiers that use this terrain. It also acknowledges that Alternative 2 would likely increase backcountry use to some extent on Peak 5.

		Regarding Alternative 3, the DEIS notes that the backcountry experience on Peak 6 will be retained, but that proximity to the Peak 6½ expansion will likely increase backcountry skier access to Peak 6 and thus somewhat affect the Peak 6 solitude experience.
Use of energy efficiency and sustainable building practices	No	Staff has not yet found mention of this in the DEIS.
Aesthetic sensitivity with respect to visual impacts from the recommended improvements	Yes	The DEIS notes that the “Low” visual rating by the Forest Service for areas above treeline will be diminished to “Very Low” under Alternative 2. The “Low” rating would be maintained under Alternative 3.
Cumulative impacts to wildlife species and habitats that have been protected through the Town’s efforts in the Cucumber Gulch Preserve area (in particular the lynx, mountain lion, snowshoe hare, moose, and spruce/fir habitat)	Partially Addressed	The DEIS addresses impacts related to the lynx and snowshoe hare. Impacts to mountain lion and moose are not specifically addressed, although a number of other species are discussed. Spruce/fir habitat impacts are discussed in relation to lynx habitat. Overall, the analysis indicates that there will be either no impacts to species or that there may be impacts to individuals of a species, but not the viability of the species in the planning area. Regarding lynx, the DEIS does acknowledge that Alternatives 2 and 3 “would further incrementally reduce the ability of the Tenmile Range in the vicinity of the ski area to support a lynx home range”.
Cumulative impacts to the high alpine habitat, areas without high road and trail densities, and species movement corridors	Partially Addressed	Impacts to high alpine habitat are primarily addressed in the DEIS’s discussions regarding the American pipit, a small songbird that nests on the alpine tundra, and which is considered a management indicator species. A “small net loss of habitat used by American pipit and other species associated with alpine grasslands” is expected. Species movement corridors are somewhat addressed in the habitat discussions (see above).
Impacts to the avian population and small wildlife species	Partially Addressed	The DEIS addresses impacts to a number of birds that the Forest Service determines are “Region 2 Sensitive Wildlife Species”. These species are declining in number or their habitat is declining, either of which could eventually lead to a federal listing. Impacts to Northern Goshawk, Northern Harrier, peregrine falcon, white-tailed ptarmigan, boreal owl, American Three-toed Woodpecker, and Olive-sided Flycatcher are all discussed. For all of these species, the DEIS indicates that Alternatives 2 and 3 “may adversely impact individuals, but is not likely to result in a loss of viability in the planning area, nor cause a trend toward a federal listing”. The DEIS does not include much discussion of impacts to small wildlife species (other than pygmy shrew
Forest Health	Yes	Alternative 2 would see 12 ac of mixed conifer and mixed lodge pole cleared along with 70 ac of spruce fir. The DEIS states that tree clearing would reduce the overall forested acreage and remove healthy spruce/fir. Alternative 3 would see 73 acres of glading and 16 acres of clearing in the spruce/fir forest, with 42 acres of clearing and glading in the lodge pole/mixed conifer and mixed lodge pole forest; and 5 ac of glading in the lodge pole pine stands. The DEIS states that tree removal under Alternative 3 would not affect forest health. “Legacy tree removal would be avoided where possible under both alternatives. BSR has a vegetation management plan (VMP) which would improve

		regeneration potential in the remaining forested areas of the ski area.
Watershed Impacts	Yes	Alt. 2 would impact 6.7 ac of the Water Influence Zone (WIZ); Alt.3 would impact 15.6 ac of the WIZ. Grading in Alt 2 would total 29.3 ac; and 41 ac in Alt. 3. Grading in both alternatives would be on low to moderate erodibility soils, and with Project Design Criteria (PDC's) established during construction, effects to stream health should be minimized. In Alt 2, temporary impacts to wetlands would be mitigated with rehabilitation and return to function within 3-5 years; the same conclusion is reached in Alt 3, however unique to Alt 3 is the outright removal of some wetlands. Those permanent impacts are said to be minor and those values would be realized elsewhere in the study area. Impacts from the MPB infestation are referenced in the DEIS. Increases in peak snowmelt magnitude and duration will be caused by snowmaking, trail clearing and grading.

In addition to the scoping comment letter, the Town also submitted a letter September 9, 2009 to the Forest Service outlining the recommendations of the Peak 6 Task Force on social and economic issues. The letter requests the Forest Service to “seriously consider the numerous comments and alternatives that have been suggested ...” by both the public in scoping comments and by the Task Force in their “Blue Sky List”. The Blue Sky List contains a number of suggested measures related to housing, social services, parking and transportation, and on-mountain improvements. The Blue Sky List is attached. Staff is in the process of reviewing the suggestions in the Blue Sky List to determine if the issues were addressed in the DEIS and will bring that analysis to a future meeting. Many of the “social” issues on the Blue Sky List were addressed in the document, but were judged to be beyond the scope of this analysis and would be the subject of the pending MOU between the Town, BSR and Summit County.

Letter to Forest Service

Staff will be working on drafting a comment letter to the Forest Service. This letter will focus on the impact analysis in the DEIS (were there issues that were not addressed? are there portions of the analysis that we do not agree with?). The letter can also, if Council desires, make a suggestion on the Town’s preferred alternative. For example, the Council could decide that they are supportive of one of the three alternatives or could suggest that the Forest Service consider some hybrid final preferred alternative, made up of portions of the different alternatives.

Questions for Council

Review of the DEIS is frankly a fairly daunting undertaking and staff would like to focus its efforts at subsequent Council meetings on issues that the Council is most concerned about. As such, we look for Council guidance on issues you want us to focus on. Thus, staff seeks feedback on the following questions:

- Are there particular impacts (e.g., wildlife, watershed) that the Council desires for staff to focus analysis on?
- Does the Council have any initial thoughts on the three alternatives presented in the Plan and portions thereof that they support or dislike?
- Are there other issues the Council wishes to further discuss?

**Table 2-5:
Summary Comparison of Alternatives**

	Alternative 1 No Action	Alternative 2 Proposed Action	Alternative 3
TOTAL GUEST CAPACITY (GUESTS)			
Comfortable Carrying Capacity	14,920	16,020	16,410
PROPOSED GUEST CAPACITY INCREASE (GUESTS)			
Comfortable Carrying Capacity	0	1,100	1,490
TOTAL TERRAIN (ACRES)			
Special Use Permit Area	5,756	5,756	5,756
Ski Area Operational Boundary Area	3,125	3,945	3,428
Lift-Served Terrain	1,825	2,232	1,949
Hike-To Terrain	390	533	436
Backcountry Terrain within the SUP Area and Management Area 8.25	2,631	1,811	2,328
PROPOSED TERRAIN INCREASES (ACRES)			
Lift-Served Terrain	0	407	280
Lift-Served, Above-treeline Terrain	0	339	150
Lift-Served, Below-treeline Terrain	0	68	130
Lift-Served, Below-treeline Traditional Trails	0	68	33
Lift-Served, Below-treeline Gladed Trails	0	0	97
Hike-To Terrain	0	143	46
PROPOSED LIFT SPECIFICATIONS			
Quantity of New Lifts	0	1	1
Carrier Capacity (people per chair)	N/A	6	4
Uphill Capacity (pph)	N/A	3,000	1,200
Length (slope feet)	N/A	8,700	3,850
Terrain Served (acres)	N/A	303	97
LIFT UPGRADES SPECIFICATIONS			
Quantity of Lifts Upgrades	0	0	3
A-Chair Carrier Capacity (people per chair)	3	3	4
A-Chair Uphill Capacity (pph)	1,600	1,600	2,400
C-Chair Carrier Capacity (people per chair)	2	2	4
C-Chair Uphill Capacity (pph)	1,100	1,100	2,000
Colorado SuperChair Carrier Capacity (people per chair)	4	4	6
Colorado SuperChair Uphill Capacity (pph)	2,800	2,800	3,000
PROPOSED GUEST SERVICES FACILITY			
Food & Beverage Seats	0	150	0
Food & Beverage Area (sq ft)	0	1,800	0
Ski Patrol/Warming Hut Area (sq ft)	0	500	0
PROPOSED ACCESS ROADS			
New Access Road Construction (linear feet)	0	1,200	0
Reconstructed Timber Sale Road (linear feet)	0	8,100	0
PROPOSED SNOWMAKING			
Coverage (acres)	0	0	41
Water Diversions (acre feet)	0	0	30



February 14, 2008

Maribeth Gustafson, Forest Supervisor
c/o Roger Poirier, Winter Sports Program Manager
White River National Forest
900 Grand Avenue
Glenwood Springs, CO 81602-0948

FJI-Maribeth
Rich Doak
Rick Newton
Roger-O

Dear Ms. Gustafson:

With this letter, the Town of Breckenridge respectfully submits its comments on the NEPA review for the proposed development of new terrain and associated infrastructure on Peak 6 of the Breckenridge Resort. The Town recognizes that the process is in the public scoping phase and that the Environmental Impact Statement will contain the full disclosures with respect to the biological and social impacts of the proposed project. These comments are meant to describe our concerns and questions that we would hope would be addressed within the EIS.

Social Impacts

The Town would like to know what other options for addressing the comfortable carrying capacity (CCC) and skier dispersion have been analyzed and/or dismissed as alternatives to the Peak 6 expansion. Other terrain available within the existing permit area, that has never been open (e.g. the upper valley between Peaks 8 and 9), should be evaluated as part of the project purpose and need. Also, after the mountain pine beetle moves through the area, there may be additional areas that could be opened after significant tree loss occurs. Hike-to terrain within the existing operational boundary could potentially become lift-accessed (e.g. the Windows or the Twin Chutes)? Also, we understood that the CCC was to be addressed partially through upgrading and increasing the capacity on existing lifts, such as the replacement of Chair 6, which was already proposed by BSR and approved by the Forest Service. Utilization and improvement of existing terrain and infrastructure should be evaluated as part of the EIS. It would be important to know that this expansion would sufficiently address the CCC issues and would not simultaneously increase the skier numbers to the point that additional expansion beyond that proposed would be imminently necessary.

We would like to see that the comfortable carrying capacity of the town in general is assessed, as well as that of the ski resort, in looking at this proposed expansion. As the scoping letter states, "BSR has fluctuated between the most visited and second most visited ski resort in the United States over the past decade." In light of this, some questions come up about the ultimate maximum capacity, particularly as we have not yet experienced the community-wide impacts from the new Peaks 7 and 8 base areas. There are already acute peak parking and traffic issues in town, and we would like to see how

the Forest Service and BSR plan to address the cumulative transportation problems that will likely arise with the additional visitors and employees that the new base areas and the Peak 6 expansion will bring. In addition to parking and capacity issues, we believe there will be a need for additional employee housing and we ask that the EIS will address this as well. The Town is very concerned about both the quality of life issues for its residents and the quality of the guest experience that will be directly affected by the implementation of this proposal. To the extent possible, the Town would like for the Forest Service to assess the cumulative impacts of the Peaks 7 and 8 projects with the Peak 6 project request.

With respect to the specifics of the proposal, we would like to know if variations of the project will be considered under the alternatives analyzed. Some alternatives that we would like to be addressed include terminating the lift at treeline and leaving the higher terrain for hike-to skiing or backcountry skiing, including a mid-station at treeline, utilizing a surface lift instead of chairlift, and either not including a restaurant as part of the Peak 6 package or minimizing the structure to something that would be small and environmentally sensitive, and would not require a sewer line or other associated infrastructure (e.g. Blue Sky Basin warming hut).

The social impacts to the backcountry skier experience needs to be addressed as well. Peak 6 provides relatively safe and accessible terrain to backcountry skiers and provides quick relief from the ski resort for recreationists seeking a more solitary experience. The impacts to the Siberian Loop trails from both construction and use as access routes need to be evaluated with respect to the change in the character of the trails for both summer and winter uses, and any associated environmental impacts. If BSR is doing any level of construction on these trails to make them more suitable as access routes, we would like to see that some improvements are made to the trails addressing their use as recreational routes.

The Town has been very involved in promoting the use of energy efficiency and sustainable building practices. We anticipate that any buildings that are constructed on public lands are held to strict sustainability requirements, and kept off the grid. To further minimize the impacts of these buildings, we would expect that they would be constructed to be as visually unobtrusive as possible.

In summary, the social issues that we would like to see addressed through the Forest Service project review process are as follows:

- Alternatives to the Peak 6 expansion that would utilize and improve existing terrain and infrastructure within the current BSR operational boundaries to address the project purpose and need;
- The comfortable carrying capacity of the town as it relates to the implications of this proposal, particularly parking and traffic, quality of life and visitor experience, and employee housing;
- Evaluation of community impacts from the Peaks 7 and 8 base area development in conjunction with the proposed project;

- Impacts to the backcountry skier experience;
- Use of energy efficiency and sustainable building practices, and;
- Aesthetic sensitivity with respect to visual impacts from the recommended improvements.

Environmental Impacts

The cumulative environmental impacts of the proposed project need to be very carefully evaluated. The spruce/fir habitat in which most of the Peak 6 expansion will occur will be of even greater importance to our ecological communities once the adjacent lodgepole pine stands have been decimated by the mountain pine beetle. Also, proximal to the Peak 6 expansion area is the Peak 7 nordic permit area, which has an approved master plan associated with it that includes an extensive trail system and additional facilities. The Forest Service needs to take into account the existing information available about the current impacts and potential impacts from the Peaks 7 and 8 base areas, the gondola, the Peak 7 nordic master plan and other development and human use in the drainages to the south when assessing the Peak 6 expansion. The environmental disturbances on a spatial and temporal scale have the ability to be very disturbing to the vegetation and wildlife communities of the Tenmile Range. Construction impacts, large-scale habitat fragmentation, and human presence and use will particularly affect the utilization of this area as a movement corridor, but will also alter the habitat for the indigenous species. The spruce/fir habitat and the above timberline habitat that are encompassed in this proposal are very valuable to species such as lynx, snowshoe hare, elk, moose, and mountain lions. All of these species have been documented in the proposed expansion area. The extent of these habitat alterations and their implications needs to be very carefully evaluated against the purpose and need for the Peak 6 expansion project, the proposed nordic expansion plans, and the Peaks 7 and 8 base developments.

The Town of Breckenridge has invested significant financial and staff resources in our Cucumber Gulch Preserve protection efforts, however Cucumber Gulch is not an isolated habitat area. Most of the wildlife species that utilize the Preserve also frequent the Cucumber Creek drainage and other proximate habitats, including the area within the proposed Peak 6 expansion. The protection efforts in the Preserve from a visual impacts perspective have the potential to be usurped by surrounding and proximate development, including the proposed project. We believe our continued ecological monitoring has yet to process the impacts to the species and habitat as a result of the gondola construction and use and the construction of the Peak 7 base area.

We would like to see an evaluation of the impacts to avian species as well. As we have found with the gondola construction, the neotropical migrants are the most sensitive to human disturbances, such as construction noise and logging. We have also observed an increase in brown-headed cowbird parasitism as a result of an increase in forest edge, which would also likely occur with this project. We would like to see that impacts to the avian population and smaller wildlife species, even including the boreal toad, are included in the analysis.

The other concern that the Town would like to see addressed is that of forest and watershed health. There is a concern about the cumulative impacts to the watershed and water quality if this project takes place on the heels of the pine beetle impacts to lodgepole pine stands below. Perhaps a forest management plan, which would include revegetation efforts, should be submitted to the Forest Service for this area and evaluated as part of the EIS. We would also like to know if the proposed actions are consistent with the Upper Blue Stewardship Project.

Lastly, if the project proceeds, the Town would like to make sure that strict construction Best Management Practices (BMP's) are adhered to while working in this important habitat area. Some BMP's that should be considered include minimizing fragmentation and edge effects, potentially by including gladed areas instead of strictly large swath ski runs; incorporating a high quality revegetation plan that will maximize the ecological recovery; and generally utilizing minimum impact practices, such as over-snow or air lift construction, construction during periods that are least harmful to species of concern, and minimization of noise pollution.

In summary, the environmental issues that we would like to see addressed in the Forest Service project review process are as follows:

- Cumulative environmental impacts, taking into account available information on the impacts of the gondola, development of the Peaks 7 and 8 base areas, and the Peak 7 nordic master plan;
- Cumulative impacts to the wildlife species and habitats that have been protected through the Town's efforts in the Cucumber Gulch Preserve area (in particular the lynx, mountain lion, snowshoe hare, moose, and spruce/fir habitat);
- Impacts to the avian population and small wildlife species;
- Impacts to forest and watershed health for the encompassed drainages, and
- Use of strict BMP's to minimize project construction and implementation impacts.

Thank you for your consideration of our issues and concerns and we look forward to continue working together on the evaluation of this proposed project.

Sincerely,



Ernie Blake
Mayor

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

Peak 6 Social Issues Task Force
"Blue Sky" List
Updated February 11, 2009

Below is a summary table of items identified through a brainstorming session of the Task Force. Items suggested by Backcountry SnowSports Alliance are also included and referenced with an (*). **This list is a brainstorming list, and represents the range of possible actions, not consensus recommendations of the Task Force.**

The categories below include how the suggestions might be addressed, whether through an immediate recommendation of the Task Force (short-term), through longer-term discussions and measures among the Town, County, and BSR, and/or directly through the EIS consideration of Peak 6. The Task Force began a discussion of how these measures might be addressed and their comments are noted below.

While the Task Force reviewed the list in its entirety, its focus has been on the issues related to Housing, Social Services, Parking and Transportation and Quality of Life. The On-mountain issues, timing and capacity issues are captured here, but were not thoroughly analyzed by the Task Force and will need to be more fully addressed through the NEPA process.

Housing

The Task Force recommends no net impact to housing in the Upper Blue Basin due to the Peak 6 project.

Suggested Measure	Short-Term	Long-Term/ ongoing	EIS	Other Comments
a. Demonstrate no net impact to housing needs from Peak 6 employees	X			To be addressed in MOU

Social Services

The Task Force recommends that BSR continue its support and funding of social services, through employee benefits, support of the Summit Foundation, and other direct support of social services organizations.

Suggested Measure	Short-Term	Long-Term/ ongoing	EIS	Other Comments
a. Provide all employees with adequate access to health insurance	X	X		
b. Measure BSR impact/use of community care clinic, child care and other community services	X			Already beginning to do this 2009 baseline
c. Provide additional funding mechanisms for social services tied to capacity		X		

Parking and Transportation

The Task Force recommends that there be no increase in days/periods at capacity due to the Peak 6 project.

Suggested Measure	Short-Term	Long-Term/ Ongoing	EIS	Other Comments
a. Provide parking and transportation for Peak 6 employees*	X			To be addressed in MOU
b. Address traffic on Hwy 9 and I-70*		X		VRI is involved in broader discussions
c. Parking Garage in F Lot*		X		Lot is Town owned (not BSR) and needs to be addressed in longer-term strategy
d. Provide additional parking capacity similar to increase in skier visit capacity	X			To be addressed in MOU
e. Reduce incoming cars	X	X		To be addressed in MOU
f. Combine Town and BSR bus systems		X		Town/BSR discussions
g. Better integrate transportation between Summit towns		X		Summit Stage is primary decision maker; BSR is on transit board
h. Increase/expand bus service from Transit Station to Peak 9*	X			To be addressed in MOU; Wait times are approx 10 min.
i. Have buses in reserve to deal with gondola break-downs*	X			To be addressed in MOU
j. Provide lift waits at Transit Station*	X			To be addressed in MOU
k. Add more snow disposal sites*	X			To be addressed in MOU
m. Monitor skier parking violations*	X			To be addressed in MOU
n. Don't use ice rink for employee parking*	X			To be addressed in MOU; employees are encouraged to use ski area lots
o. New parking for backcountry skiers*	X		X	To be addressed in MOU/EIS

Additional Quality of Life Issues				
Suggested Measure	Short-Term	Long-Term/ ongoing	EIS	Other Comments
a. MOU between Town, BSR and County about no accessible base area expansion to Peak 6, or expansion past Peak 6		X		Zoning and master plans currently prohibit base development adjacent to Peak 6
b. Annual reporting and dialogue mechanisms on community-wide issues (peak days, social services usage, other community needs)	X			Request for social services organizations to track BSR usage
c. Environmental impact on old growth forests*			X	
d. Impact on current off-piste experience on Peak 6*			X	
e. Balance of Ten Mile Range uses (Peak 6 may be a tipping point for the Ten Mile Range)*			X	
f. Study impacts from Imperial Express on Sawmill Gulch/comparison with Peak 6*			X	Hydrology study
g. Address current capacity issues of trailhead parking *			X	Cumulative impacts
h. Address Siberian Loop use and how it will work with Peak 6*			X	

On-Mountain

The Task Force recommends that the NEPA analysis for the project needs to clearly address how improvements to existing infrastructure and terrain can or cannot address the stated Purpose and Need.

Suggested Measure	Short-Term	Long-Term/ Ongoing	EIS	Other Comments
a. Reduce size of restaurant to reduce environmental footprint and number of employees*			X	
b. Explain why Peak 6 is or is not the best option to meet Purpose and Need*			X	Continue dialogue with county, town, and FS
c. Reduce overall size of expansion to reduce impacts on wildlife, old growth, living trees and lower lift under Peak 6 1/2			X	
d. Prohibit motorized use of Siberian loop summer and winter*			X	
e. Pursue other on-mountain improvements (such as a combination of actions below) before pursuing Peak 6*			X	
f. Replace C Chair before building on Peak 6*			X	Does not address P&N. Part of master plan
g. Replace 6 Chair and 5 Chair before building on Peak 6*			X	Does not address P&N. Part of master plan
h. Create Mid-Mountain Ski School			X	Does not address P&N. Part of master plan
i. Consider alternatives for servicing Peak 6 Terrain*			X	
j. Have all lifts open from Christmas on, weather permitting*			X	BSR also responds to demand in determining which lifts are open
k. Consider lift from south side of Peak 10 to Ballroom, Carter Bowl or a lift up Snow White*			X	
l. Increase hike-to terrain above			X	

Falcon Chair and Twin Chutes*				
m. Market Peak 6 as backcountry with ski patrol as guides*			X	
n. Replace 6 Chair warming hut and Peak 7 restaurant before considering Peak 6 restaurant*			X	
o. Evaluate and add more backcountry access gates on mountain*			X	Work with BSA on locations
p. Study lift wait times*			X	
q. Explain how Peak 6 will work with adjacent Nordic Center plans*			X	
r. Provide additional emergency care clinic at base of Peak 7 or 8*			X	
Timing of Project				
NOTE: While the timing of the project is not set in stone, particularly until the NEPA process is complete, BSR is not currently entertaining a delay in the project.				
Suggested Measure	Short-Term	Long-Term/ ongoing	EIS	Other Comments
a. Wait until Peak 7 and 8 are fully developed				See note above.
b. Wait until more is known about environmental factors such as beetle kill and lynx re-establishment*				See note above.
Managing Capacity				
NOTE: Pricing is the primary mechanism which the resort uses to manage capacity.				
Suggested Measure	Short-Term	Long-Term/ ongoing	EIS	Other Comments
a. Use of blackout days				See note above.
b. "sell out" of lift tickets				See note above.
c. Raise price of season pass*				See note above.

MEMO

TO: Town Council

FROM: Chris Neubecker

RE: Temporary Vendor Carts (Policy 36 (Absolute) Temporary Structures)

DATE: June 21, 2011

Vendor carts for the sale of food and beverages are a common sight in many cities and small towns. They provide a quick snack or a place to grab fresh flowers, add activity to the street, provide an alternative to a sit-down restaurant, and act as a source of income for many enterprising business owners. But vendor carts can also be seen as clutter, unfair competition, unsafe, and in existence only for a quick buck with little investment in the community.

On February 22, 2011 the Town Council adopted a moratorium on the acceptance and issuance of new development permits for temporary vendor carts. The moratorium was adopted in order to provide time to research vendor cart issues, and seek ways to reduce the negative impacts that poorly designed, located and operated carts have on the Breckenridge community. The moratorium is in effect until March 30, 2012, unless repealed earlier.

Following is the current definition of a temporary vendor cart:

“A structure of less than one hundred (100) square feet in size in the form of a wagon, cart, booth or other similar structure, intended for the sale of goods and services on a temporary basis for a period of time of not less than four (4) days nor more than three (3) years.”

Temporary vendor carts are currently allowed in Breckenridge (yet subject to the moratorium) based on the following regulations:

- They provide no service other than the sale of food or beverages in a form suited for immediate consumption.
- They are located entirely on private property, or on public property specifically designated for vending by the town. (*Note: There is currently no public property designated for vending.*)
- They are no greater than one hundred (100) square feet in size.
- They provide a positive impact upon the community, as determined by an evaluation of the application against all relevant policies of the development code. These include, but are not be limited to, aesthetics, site design, architectural compatibility, etc.

This last paragraph, which states *“positive impact upon the community, as determined by an evaluation of the application against all relevant policies of the development code”* is too vague and has led to trailers, small booths, etc. which are unattractive in the eyes of many. Questions have also emerged on the application of the Town’s water Planet Investment Fees (PIFs), parking requirements, density and other regulations to these “temporary” uses.

Some of the problems or criticisms that we have heard or seen on vendor carts that have been approved include:

- Vendor carts are not attractive. Applicants are using trailers converted into food carts, and the design is not appropriate for downtown or the historic district.
- Applicants install decks, porches, outdoor seating, fences and other “add-ons” making these businesses look more permanent.
- Vendor carts can set up a business with less investment than permanent restaurants, and undercut on price.
- Carts should be removed each night.
- Vendor carts should be required to pay the same fees as other restaurants.
- Vendor carts should be required to use density.
- Vendor trucks and carts should not be allowed to operate on public property.
- Outdoor music at temporary vendor carts is bothersome to neighbors. (Current codes allow music only at outdoor seating areas of a “restaurant or bar.”)

Some other inquiries we have had for similar food operations include:

- food trucks that sell food to workers at construction sites;
- food trucks to sell food from a parking space along Main Street;
- bicycle carts to sell food.

We have issued permits that allow for selling food from trucks at construction sites. We also issued a permit several years ago (2003) for a bicycle ice cream cart, which was authorized by the Town Council.

Staff sent a survey to the Colorado Association of Ski Towns (CAST) to see how other similar communities regulate vendor carts, and the survey results are attached.

Some ideas for how we might change our current regulations on temporary vendor carts include:

- Require vendor carts to be reviewed by Planning Commission.
- Require public notice of Commission meetings if carts are adjacent to residential uses.
- Allow vendor carts only in commercially zoned Land Use Districts.
- Allow vendor carts only in pre-designated locations. (This approach is used by cities that allow carts on public property.)
- Count carts or booths as density if vendors operate from inside the cart.
- Require trash cans and recycling at each cart, and require vendors to pick up trash within 25 feet of their business.
- Require water and sewer tap fees if connected to utilities.
- Reduce the allowed size of carts from the currently allowed 100 square feet.
- Require a constructed building/booth to meet setbacks and historic district standards.
- Require carts to be removed each night, or stored in a screened location.
- Allow push carts that are moved each evening to not meet historic district standards.
- Prohibit construction of decks, counters and storage areas to qualify as “temporary”.
- Require a deposit or surety bond to guarantee cart is removed upon discontinued use.

- Consider limiting the number of vendor carts allowed each year. Permits could be auctioned to highest bidder.
- Require landscaping to enhance the appeal of the area surrounding vendor carts.
- Develop design standards for all carts, including signage standards.
- Develop specific regulations on the use, hours, and conditions for vendor carts.
- Consider providing storage places for carts that are removed each night.
- Allow local businesses the first opportunity to operate a vendor cart.
- Consider allowing other items for sale (such as fresh flowers, fruits/vegetable, and balloons).
- Establish a vendor cart task force (possibly made up vendors) to self-police for aesthetics and code violations.

Some ways to make the vendor carts more user-friendly include allowing additions like decks, counters, outdoor seating and landscaping. These would also make the vendor carts appear slightly more permanent. If the Council wants the carts to appear temporary (but maybe less attractive), we suggest limiting these add-ons.

Following are some ideas on how we can move forward on this issue:

Option #1: No change. Keep rules as they currently exist.

Option #2: Eliminate all vendor carts. Currently permitted carts may remain in operation (“Grandfathered”)

Option #3: Allow vendor carts, but tighten up design regulations (size, shape, location, etc.)

Option #4: Expand vendor carts to allow other uses.

Conclusion:

Staff does not have a strong opinion either way on the use of vendor carts. On the one hand, we believe that they provide a service to our guests, add animation and variety for the visitor, and help to keep Breckenridge an affordable and fun place to visit. On the other hand, vendors are competition to existing restaurants, some carts are not attractive and there have been some complaints by neighbors. The decision to have vendor carts is really a question for the Town Council to answer. Staff can write a policy to address most issues, once we clearly understand the concerns.

Staff will be available answer any questions during the meeting on Tuesday afternoon.

	Do you regulate vendor carts?	What permit is required?	Permit Fee	Staff or Planning Commission Review?	Allowed on Public Property?	Remove Carts at Night?	Food Trucks Allowed?	Food trucks in ROW?	Time limit for food trucks in ROW?	Regulate Aesthetics?	Different Rules in Special Districts?	Carts Count as Density?	Pay Water Tap Fees?	Notes
Aspen	Yes	Temporary Outdoor Food Vending License	\$50	Staff	No	No	No (unless on private property, under 50 sq. ft.)	No	N/A	No (only size and signage)	Only allowed in Commercial Core district	No	No	Only 4 carts allowed in town at one time
Avon	Yes	Peddlers / Solicitors License	\$200 per year	Staff	Yes	Not yet an issue	Yes	Yes	No	No	N/A	No	No	
Breckenridge	Yes	Class D	\$50	Staff	No	No	No (unless on private property, under 100 sq. ft.)	No	N/A	Yes, sort of....but no clear criteria	No	No	No	Food trucks can drive to construction sites, but not park on the street.
Dillon	Yes	Special Use Permit	\$5 / day, \$25/month, \$100/year	Staff	Yes	Yes	Yes	Yes, with ROW permit	Established by permit; no set time limit.	No	No	No	No	
Frisco	Yes	Outdoor Commercial Establishment	\$50	Staff	No (unless approved by Town Council)	No	Yes	Yes, with Town Council approval.	Not yet	No	No	No	Only if required by water and sewer dept.	Can be review by PC at staff discretion
Park City	Yes	Street Vendors License	\$95 plus \$7.75 per cart, wagon or vehicle	Staff (including planning, business license coordinator, public safety, building, legal)	Yes (with franchise agreement)	Yes	Yes	No; only allowed at construction sites	Max 2 hours; only at construction sites	No	No	No	No	
Silverthorne	Yes	Business license and site plan approval	\$75	Staff	No. Only for special events	Yes	Yes	No	N/A	No	No	No	Yes, if applicable	Site plan review includes pedestrian circulation, access, signage and trash receptacles.
Telluride	Yes	Vending permit	\$10	Staff reviews if private property; Council subcommittee reviews public property	Yes (limited number of carts)	Yes	No (only bicycle carts allowed)	Yes, if summoned by customer; no set location	N/A	Yes		No	No	
Vail	Yes, but only allowed at special events	N/A	N/A	Special Events Committee	No	Yes	Yes	No	No	N/A	No	No	No	Carts allowed only at special events.
Winter Park	Yes	Special Use Permit	\$150	PC and TC (private property) or just TC if public property	Yes	Yes	Yes	Yes	No	Yes	N/A	No	No	Page 65 of 115



MEMORANDUM

TO: Town Council
FROM: Scott Reid, Open Space and Trails Planner
DATE: June 28, 2011
SUBJECT: Carter Park Stairs Construction

At its June 20th meeting, BOSAC visited and discussed a potential trail project that would formalize a long-existing, fall-line social trail that climbs the slope above Carter Park just north of the existing switchback trail. Staff presented the existing issue to BOSAC and proposed installing a stone staircase similar to the Lincoln Trail one. The rationale for formalizing the social trail included the following:

- The social trail has been in existence for more than ten years despite annual efforts by the trail crew and others to barricade the fall-line route. The route continues to be heavily used by pedestrians.
- The berm improvements for the Carter Park trail have been successful in improving safety, usability and erosion issues, and have also increased bicycle speeds, yielding some reported conflicts with hikers, dog walkers and runners. Providing an alternative for foot traffic would help address some of those issues.
- Formalizing the trail with a stone staircase would provide a high-visibility trail emanating from the core of Town and, if constructed correctly, will require no annual maintenance.

To facilitate the discussion, staff solicited two bids for the proposed stone staircase. The lowest qualified bidder (Troy Heflin, Higher Ground Earthworks) submitted a bid of \$22,000, including stone materials. The cost of the staircase could be covered under the existing trail work budget because much of the money is earmarked for Golden Horseshoe projects, which require the approval of the USFS Travel Management Plan. With August 25th as the earliest possible approval date for the plan, it is unlikely that the trail work budget will be spent in 2011. No budget amendment would be necessary to accomplish the work.

The six BOSAC members present at the June 20th meeting unanimously approved the project and suggested staff evaluate the option of extending the proposed staircase up to the Hermit Placer Trail, with a potential total cost of \$25,000.

Staff seeks Council feedback and will be available at the June 28th Council meeting to answer any questions or concerns.



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**Summit School District Board of Education
Joint Work Session with the Town of Breckenridge
Central Administration Building, Board Room
150 School Road, Frisco, Colorado
June 28, 2011
6:00 – 7:00 P.M.**

Agenda

1. IDEA Center Concept
2. Affordable Housing Update
3. November Election – School Board Candidate Election
4. Enrollment at Breckenridge Elementary and Upper Blue Elementary Schools



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING
Tuesday, June 28, 2011; 7:30 p.m.
Town Hall Auditorium

I	CALL TO ORDER, ROLL CALL	
II	APPROVAL OF MINUTES – June 14, 2011	69
III	APPROVAL OF AGENDA	
IV	COMMUNICATIONS TO COUNCIL	
	A. Citizen’s Comment - (Non-Agenda Items ONLY; 3-minute limit please)	
	B. Ski Area Update	
V	CONTINUED BUSINESS	
	A. SECOND READING OF COUNCIL BILLS, SERIES 2011 - PUBLIC HEARINGS	
	1. Council Bill No. 26, Series 2011 - An Ordinance Designating Certain Real Property As A Landmark Under Chapter 11 Of Title 9 Of The Breckenridge Town Code (Lot 79, Bartlett And Shock Addition)	73
	2. Council Bill No. 27, Series 2011 - An Ordinance Providing For The Vacation Of A Portion Of Grandview Drive	77
	3. Council Bill No. 28, Series 2011 - An Ordinance Authorizing The Granting Of An Easement To Public Service Company Of Colorado (Coyne Valley Road)	83
VI	NEW BUSINESS	
	A. FIRST READING OF COUNCIL BILLS, SERIES 2011	
	1. Council Bill No. 29 Series 2011 - An Ordinance Designating Certain Real Property As A Landmark Under Chapter 11 Of Title 9 Of The Breckenridge Town Code (Lot 69, Bartlett And Shock Addition)	93
	2. Council Bill No. 30, Series 2011 - An Ordinance Allowing The Use Of The Electrical Motor On An Electrical-Assisted Bicycle That Is Being Operated On The Bike Path Within The Town	98
	B. RESOLUTIONS, SERIES 2011	
	1. A Resolution Approving The Employment Of Rothergerber, Johnson & Lyons, LLP As Special Counsel; And Delegating Certain Powers To The Town Manager In Connection Therewith	101
	C. OTHER	
	1. None	
VII	PLANNING MATTERS	
	A. Planning Commission Decisions of June 21, 2011	2
VIII	REPORT OF TOWN MANAGER AND STAFF*	
IX	REPORT OF MAYOR AND COUNCILMEMBERS*	
	A. CAST/MMC (Mayor Warner)	
	B. Breckenridge Open Space Advisory Commission (Mr. Dudick)	
	C. BRC (Mr. Burke)	
	D. Marketing Committee (Mr. Dudick)	
	E. Summit Combined Housing Authority (Mr. Joyce)	
	F. Breckenridge Heritage Alliance (Mr. Burke)	
	G. Sustainability Committee (Mr. Bergeron, Mr. Joyce, Mayor Warner)	
	H. Joint Upper Blue Master Plan Update Committee (Mr. Bergeron, Mr. Mamula)	
	I. Water Task Force (Mr. Mamula)	
X	OTHER MATTERS	
XI	SCHEDULED MEETINGS	115
XII	ADJOURNMENT	

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

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, JUNE 14, 2011
PAGE 1**

CALL TO ORDER and ROLL CALL

Mayor Warner called the June 14, 2011 Town Council Meeting to order at 7:30 p.m. The following members answered roll call: Mr. Dudick, Ms. McAtamney, Mr. Bergeron, Mr. Mamula, Mr. Burke, and Mayor Warner. Mr. Joyce was absent.

APPROVAL OF MINUTES – May 24, 2011 Regular Meeting

There were no changes.

APPROVAL OF AGENDA

There were no changes.

COMMUNICATIONS TO COUNCIL

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

Town Manager Tim Gagen mentioned a letter from David O’Neil and that council could bring this up under Other Matters.

B. BRC Director Report

John McMahon of the Breckenridge Resort Chamber (BRC) reported that they are working on their marketing for summer. The month of July looks a little soft. The BRC is looking at new initiatives including a mobile application that will take you directly to the BRC website. The Sales Department is currently 200 percent above their goal. During Oktoberfest last year there were some concerns regarding security. This year they plan to have more security personnel. Mr. McMahon reported great results for the Lyle Lovett concert on June 16. The concert will be expanded onto the lawn area behind the Riverwalk Center building. Mr. Bergeron asked how things were going for Kingdom Days. Mr. McMahon reported that it was going well; however, there were only three teams entered in the outhouse race as of this morning. As of the afternoon, they had about six teams registered and seemed to think that the event would have enough entries.

C. USA PCC Update

Lucy Kay of the BRC reported that the race would take place on Highway 9, Park Avenue, and then down Main Street. Dogs won’t be allowed at the event. There will be two hours of live television coverage on Versus. Versus has agreed not to do a hard stop in programming, which means they wouldn’t switch over to another program. The BRC recently learned that the race teams won’t be spending the night in Breckenridge; however, the BRC would at least like to provide people with box lunches or something similar. They will have a little extra money in the budget so they plan to include more post-event items such as marketing, merchandise, and concerts. The BRC has between \$25,000 and \$30,000 in verbal sponsorship commitments. Over 300 volunteers are signed up on the website for assistance during the event. Colorado Mountain College has offered the use of their campus to conduct registration if it is a rainy day. They are encouraging local businesses to provide lodging deals, restaurant deals, etc. They are also thinking of having a hand-cycle event before the main racing event gets into town. Ms. Kay added that the workload is increasing for everyone involved she thanked the staff at the Riverwalk Center and Police Department for their help. She also stated that before the racers come into Breckenridge, they will have the prior week off. It is thought that the race participants will be up in the high country getting acclimated to the elevation and we could use this to our advantage.

CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILL, SERIES 2011 – PUBLIC HEARING

1. None.

NEW BUSINESS

A. FIRST READING OF COUNCIL BILL, SERIES 2011

1. **Council Bill No. 24, Series 2011 - AN ORDINANCE FINDING AND DETERMINING THAT CERTAIN REAL PROPERTY LOCATED IS AN ENCLAVE UNDER APPLICABLE LAW; MAKING CERTAIN OTHER FINDINGS IN ACCORDANCE WITH THE “MUNICIPAL ANNEXATION ACT OF 1965”;AND ANNEXING SUCH REAL PROPERTY TO THE TOWN OF BRECKENRIDGE (Woods Manor Subdivision – 4.5664 ACRES, MORE OR LESS)**

Town Attorney Tim Berry explained that the State Municipal Annexation Law allows the town to annex an enclave without an annexation petition and hearing. Town staff has advised Mr. Berry that this property meets the statutory and constitutional guidelines of an enclave. This ordinance would annex lots one, two, and three of the Woods Manor subdivision into the Town of Breckenridge as an enclave.

Even though this was a first reading, Mayor Warner invited Jay Rust, President of the Woods Manor Home Owners Association to speak before the council. Mr. Rust thanked council for their stewardship and leadership. A few years ago they were wondering how they could get annexed. Mr. Rust felt that being legally associated with the town was held in very high esteem. They have discussed this as a board and are delighted that this situation has happened. Mr. Rust appreciated the notification from Chris Neubecker of the Community Development Department. Mr. Rust also mentioned that it is privilege to be a part of the Town of Breckenridge.

Mr. Berry stated that due to public notice requirements regarding an enclave, the second reading of this ordinance will take place at the July 26 council meeting. He asked that council refer to these details when making the motion for this ordinance.

Mr. Dudick moved to approve Council Bill No. 24, Series 2011. Mr. Mamula seconded the motion. The motion passed 6-0 with the second reading taking place at the July 26 council meeting.

2. **Council Bill No. 25, Series 2011 - AN ORDINANCE PLACING RECENTLY ANNEXED PROPERTY IN LAND USE DISTRICT 30 (Woods Manor Subdivision – 4.5664 ACRES, MORE OR LESS)**

Mr. Berry explained that the State Municipal Annexation Law requires that an annexed property be placed inside the town within 90 days. This ordinance would zone the Woods Manor property into the town’s Land Use District 30. Mr. Berry added that that this ordinance can’t be adopted unless the above annexation ordinance is adopted and that the motion should state that the second reading will occur during the July 26 council meeting.

Mr. Bergeron moved to approve Council Bill No. 25, Series 2011. Mr. Burke seconded the motion. The motion passed 6-0.

3. **Council Bill No. 26, Series 2011 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lot 79, Bartlett and Shock Addition)**

Mr. Berry explained that as part of the recently approved development permit for the Palomo property, Palomo submitted an application for Landmark designation. Town staff has reviewed the application and determined that it satisfies the landmark designation criteria and recommends adoption.

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, JUNE 14, 2011
PAGE 2**

Ms. McAtamney moved to approve Council Bill No. 26, Series 2011. Mr. Bergeron seconded the motion. The motion passed 6-0.

4. **Council Bill No. 27, Series 2011 - AN ORDINANCE PROVIDING FOR THE VACATION OF A PORTION OF GRANDVIEW DRIVE**

Mr. Neubecker explained that this ordinance would vacate a portion of Grandview Drive. The property is located next to the White Wolf subdivision and east of the existing Breckenridge Nordic Center. This would facilitate the new Breckenridge Nordic Center and would move the property approximately 200 feet to the east. The land would then become part of the Town of Breckenridge. Staff has no concerns with the ordinance and recommends approval.

Mr. Mamula moved to approve Council Bill No. 27, Series 2011. Mr. Burke seconded the motion. The motion passed 6-0.

5. **Council Bill No. 28, Series 2011 – AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (Coyne Valley Road)**

Mr. Berry explained that the Town Charter requires an ordinance to grant an easement of town property. This ordinance would grant the Coyne Valley Road easement to the Public Service Company of Colorado.

Mr. Bergeron moved to approve Council Bill No. 28, Series 2011. Mr. Mamula seconded the motion. The motion passed 6-0.

B. **RESOLUTIONS, SERIES 2011**

1. **A RESOLUTION FINDING A PETITION FOR ANNEXATION OF A PARCEL OF LAND TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1). C.R.S. (Part of Summit County Road 3 - 0.901 acres more or less)**

Mr. Berry explained that the town has received a petition for annexation from Summit County for part of Summit County Road 3 into the Town of Breckenridge. Under the Municipal Annexation Law, the first step is that council receives the petition from the Town Clerk then council will determine if the form of the petition is sufficient and if it meets the requirements of the State law. Mr. Berry has reviewed the petition and found that it does meet the requirements of the State law. He recommended approval of the resolution. Mr. Berry recommended setting the public hearing for July 26 to determine if the property is eligible for annexation. This language was included in the resolution.

Mr. Mamula moved to approve A Resolution Finding A Petition For Annexation Of A Parcel Of Land To Be In Substantial Compliance With Section 31-12-107(1). C.R.S. (Part of Summit County Road 3 – 0.901 acres more or less). Mr. Dudick seconded the motion. The motion passed 6-0.

C. **OTHER**

1. **Planning Commission Appointment**

Mayor Warner explained that there are currently two openings on the Planning Commission. Jack Wolfe had resigned as of yesterday. Mayor Warner thanked Mr. Wolfe for his service. The council discussed their options for the two openings stating they could either choose one person and re-post the notice or appoint two people to the commission – one of them being a council member. The council members agreed to vote and then re-post for the remaining opening. After a vote, it was determined that Michael Rath was the successful candidate.

PLANNING MATTERS

A. **Planning Commission Decisions of June 7, 2011**

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)**

No report.

REPORT OF TOWN MANAGER AND STAFF

Mr. Gagen made council aware of a letter received from David O'Neil and suggested that council might want bring this up during Other Matters.

Mr. Gagen also mentioned that the Town Party will take place this Friday, June 17.

Mr. Gagen and Mr. Berry have created a draft ordinance for medical marijuana taxation which is scheduled for the June 28 town council meeting where council can decide if they would like to see it on the ballot in November. The council had a lengthy discussion regarding the ski lift user tax, mentioning the possibility of having this issue on the ballot in April.

Mr. Gagen mentioned the possibility of Town Hall being available for purchase. He first contacted Summit County to determine if they would be interested in purchasing the property – they don't think they will be purchasing it, but they are thinking about it. There have been a couple of other interested parties.

Mr. Gagen will also send out the Convention Center Study from 2001 so that council can see how things will move forward with the F-Lot discussion.

REPORT OF MAYOR AND COUNCILMEMBERS

A. **CAST/MMC** (Mayor Warner) – The next meeting is in two weeks.

B. **Breckenridge Open Space Advisory Commission** (Mr. Dudick) – The next meeting is on Monday and Mr. Dudick won't be able to attend.

C. **Breckenridge Resort Chamber** (Mr. Burke) - The next meeting will take place tomorrow morning.

D. **Marketing Committee** (Mr. Dudick) – The next meeting will take place in August.

E. **Summit Combined Housing Authority** (Mr. Joyce) – Mr. Joyce was not present to report.

F. **Breckenridge Heritage Alliance** (Mr. Burke) – The next meeting will take place on Thursday.

G. **Sustainability** (Mr. Bergeron, Mr. Joyce, Mayor Warner) – The committee adopted a plan, which has gone through Community Development and will be presented to council in the near future.

H. **Joint Upper Blue Master Plan Update Committee** (Mr. Bergeron, Mr. Mamula) – The next meeting will take place on June 30 at the Summit County Courthouse.

I. **Water Task Force** (Mr. Mamula) – No meeting.

OTHER MATTERS

Mayor Warner gave a short explanation of the term limit subject matter mentioned in a letter received by council from David O'Neil. The council had a discussion as to how they would respond to Mr. O'Neil's letter. Mayor Warner summarized that council would allow the committee to proceed with the signatures needed for the petition and council would review it in August.

SCHEDULED MEETINGS

There were none.

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, JUNE 14, 2011
PAGE 3**

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 8:58 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, June 14, 2011 at 6:25 pm, Mr. Burke moved to convene in executive session pursuant to Paragraph 4(b) of Section 24-6-402, C.R.S., relating to conferences with the Town Attorney and prospective special counsel for purposes of receiving legal advice on specific legal questions. Mr. Mamula made the second.

The Mayor restated the motion. The Mayor further stated that a motion has been made for the Town Council to go into an executive session pursuant to Paragraph 4(b) of Section 24-6-402, C.R.S., relating to conferences with the Town Attorney and prospective special counsel for purposes of receiving legal advice on specific legal questions.

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

Mr. Mamula moved to adjourn the executive session at 7:18 pm. Mr. Bergeron 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, June 14, 2011.

John Warner, Mayor

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 26 (Palomo Building Landmarking Ordinance)

DATE: June 21, 2011 (for June 28th meeting)

The second reading of the ordinance designating the Palomo Building as a landmark under the Town's Historic Preservation Ordinance is scheduled for your meeting on June 28th. There are no changes proposed to ordinance from first reading.

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

1 **FOR WORKSESSION/FIRST READING – JUNE 28**

2

3 **NO CHANGE FROM FIRST READING**

4

5 COUNCIL BILL NO. 26

6

7 Series 2011

8

9 AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK

10 UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE

11 (Lot 79, Bartlett and Shock Addition)

12

13 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,

14 COLORADO:

15

16 Section 1. Findings. The Town Council of the Town of Breckenridge hereby finds and

17 determines as follows:

18

19 A. Jeffrey A. Palomo and Margarita A. Palomo own the hereinafter described

20 real property. Such real property is located within the corporate limits of the Town of

21 Breckenridge, County of Summit and State of Colorado.

22

23 B. Jeffrey A. Palomo and Margarita A. Palomo filed an application with the

24 Town pursuant to Chapter 11 of Title 9 of the Breckenridge Town Code seeking to have

25 the Town designate the hereinafter described real property as a landmark (“Application”).

26

27 C. The Town followed all of procedural requirements of Chapter 11 of Title 9 of

28 the Breckenridge Town Code in connection with the processing of the Application.

29

30 D. The improvements located on hereinafter described real property are more

31 than fifty (50) years old.

32

33 E. The hereinafter described real property meets the “architectural” designation

34 criteria for a landmark as set forth in Section 9-11-4(A)(1)(a) of the Breckenridge Town

35 Code because:

- 36
- 37 (i) the property exemplifies specific elements of architectural style or period;
- 38 (ii) the property demonstrates superior craftsmanship or high artistic value;
- 39 (iii) the property represents an innovation in construction, materials or design;
- 40 (iv) the property represents a built environment of a group of people in an era
- 41 of history; and
- 42 (v) the property includes a pattern or grouping of elements representing at
- 43 least one of the criteria set forth in Section 9-11-4(A)(1)(a) of the
- 44 Breckenridge Town Code
- 45

1 F. The hereinafter described real property meets the “physical integrity” criteria
2 for a landmark as set forth in Section 9-11-4(A)(3) of the Breckenridge Town Code
3 because:

- 4 (i) the property shows character, interest or value as part of the development,
5 heritage or cultural characteristics of the community, region, state or
6 nation;
- 7 (ii) the property retains original design features, materials or character; and
- 8 (iii) the structure on the property is on its original location or is in the same
9 historic context after being moved.

10
11 G. In accordance with the requirements of Section 9-11-3(B)(3) of the
12 Breckenridge Town Code, on June 7, 2011 the Application was reviewed by the
13 Breckenridge Planning Commission. On such date the Planning Commission
14 recommended to the Town Council that the Application be granted.

15
16 H. The Application meets the applicable requirements of Chapter 11 of Title 9 of
17 the Breckenridge Town Code, and should be granted without conditions.

18
19 I. Section 9-11-3(B)(4) of the Breckenridge Town Code requires that final
20 approval of an application for landmark designation under Chapter 11 of Title 9 of the
21 Breckenridge Town Code be made by ordinance duly adopted by the Town Council.

22
23 Section 2. Designation of Property as Landmark. The following described real
24 property:

25
26 Lot 79, Bartlett and Shock Addition to the Town of Breckenridge; commonly
27 known and described as 105 North Main Street, Breckenridge, Colorado 80424
28
29 is hereby designated as a landmark pursuant to Chapter 11 of Title 9 of the Breckenridge
30 Town Code.

31
32 Section 3. Police Power Finding. The Town Council hereby finds, determines and
33 declares that this Ordinance is necessary and proper to provide for the safety, preserve the health,
34 promote the prosperity, and improve the order, comfort and convenience of the Town of
35 Breckenridge and the inhabitants thereof.

36
37 Section 4. Town Authority. The Town Council hereby finds, determines and declares
38 that it has the power to adopt this Ordinance pursuant to the authority granted to home rule
39 municipalities by Article XX of the Colorado Constitution and the powers contained in the
40 Breckenridge Town Charter.

41
42 Section 5. Effective Date. This Ordinance shall be published and become effective as
43 provided by Section 5.9 of the Breckenridge Town Charter.

44
45 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
46 PUBLISHED IN FULL this ____ day of _____, 2011. A Public Hearing shall be held at the

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

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

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

13 ATTEST:
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16

17 _____
18 Mary Jean Loufek, CMC,
19 Town Clerk
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MEMORANDUM

TO: Town Council

FROM: Chris Neubecker

DATE: June 22, 2011

SUBJECT: Second Reading: An ordinance vacating a portion of the Grandview Drive Right-of-Way

Attached for second reading is an ordinance to vacate a portion of the Grandview Drive right-of-way near the new location of the Breckenridge Nordic Center on Ski Hill Road. There are no changes from first reading.

As part of the plan to relocate the current Breckenridge Nordic Center from its current location to a new site approximately 200 feet to the west, a portion of the Grandview Drive right-of-way is proposed to be vacated. Removing the designation as “right-of-way” will facilitate space planning and design of the new Nordic Center.

The portion of the right-of-way that would be vacated does not provide access to any roads, subdivisions or facilities. Upon vacation of the right-of-way, ownership of the land will revert to the adjacent land owners, in this case, the Town of Breckenridge.

Public notice has been provided for the second reading, as required by the Town Code. We have received a few inquiries from the public. These have included neighbors wondering about the location and design of the new Nordic Center, as well as Comcast looking into any utilities or easements that might be affected. So far, staff has found no utility easements in this area. There is a utility easement along the north side of Tract D, Christie Heights, which could be used to bring utilities to the proposed Cucumber Estates Subdivision. Staff has not requested a utility locates for this area.

Staff will be available during the meeting on Tuesday to answer any questions.

1 **FOR WORKSESSION/SECOND READING - JUNE 28**

2
3 **NO CHANGE FROM FIRST READING**

4
5 COUNCIL BILL NO. 27

6
7 Series 2011

8
9 AN ORDINANCE PROVIDING FOR THE VACATION OF A PORTION OF
10 GRANDVIEW DIRVE

11
12 WHEREAS, the portion of the Grandview Drive right-of-way described below is no
13 longer necessary for the use and benefit of the public; and

14
15 WHEREAS, the Town’s Department of Community Development has requested that the
16 Town Council vacate the portion of the Grandview Drive right-of-way described below; and

17
18 WHEREAS, after a public hearing and notice to adjoining property owners and utility
19 companies, the Town Council has determined that the vacation of the portion of the Grandview
20 Drive right-of-way described below would be in the public interest; and

21
22 WHEREAS, the Town Council finds and determines that the provisions of Chapter 4 of
23 Title 11 of the Breckenridge Town Code have been satisfied; provided, however, that because
24 the vacation was requested by the Town the administrative fee normally required for street
25 vacations by Section 11-4-4 of the Breckenridge Town Code is not applicable.

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

29
30 Section 1. The following portion of the Grandview Drive right-of-way is vacated as
31 public way:

32
33 A PORTION OF THE GRANDVIEW DRIVE RIGHT OF WAY ACCORDING
34 TO "A REPLAT OF CHRISTIE HEIGHTS SUBDIVISION, FILING NO. 1
35 AMENDED" RECORDED JUNE 10, 1986 UNDER RECEPTION NUMBER
36 318461, SUMMIT COUNTY, COLORADO BEING MORE PARTICULARLY
37 DESCRIBED AS FOLLOWS:

38
39 BEGINNING AT A POINT ON WESTERLY RIGHT OF WAY LINE OF
40 GRANDVIEW DRIVE WHICH POINT IS AT THE INTERSECTION OF THE
41 NORTH LINE OF "THE SETTLEMENT, FILING ONE" ACCORDING TO
42 THE PLAT THEREOF RECORDED OCTOBER 13, 1995 UNDER
43 RECEPTION NUMBER 500991, SUMMIT COUNTY, COLORADO AND
44 SAID WESTERLY LINE OF SAID GRANDVIEW DRIVE;

1 THENCE S 88°14'55" E, 63.66 FEET ACROSS SAID GRANDVIEW DRIVE
2 TO A POINT ON THE EASTERLY RIGHT OF WAY OF SAID GRANDVIEW
3 DRIVE WHICH POINT IS ALSO THE COMMON WESTERLY CORNER OF
4 TRACT C AND TRACT D AS DEPICTED ON THE PLAT OF "CHRISTIE
5 HEIGHTS SUBDIVISION FILING NO. 2" RECORDED JANUARY 31, 2001
6 UNDER RECEPTION NUMBER 644114, SUMMIT COUNTY, COLORADO;
7 THENCE NORTHWESTERLY 118.70 FEET ALONG THE ARC OF A CURVE
8 TO THE LEFT AND CONCAVE TO THE WEST, HAVING A RADIUS OF
9 1,149.29 FEET, A CENTRAL ANGLE OF 5°55'04" AND A CHORD BEARING
10 N 20°11'16" W, 118.65 FEET TO THE NORTHERNMOST POINT OF SAID
11 GRANDVIEW DRIVE RIGHT OF WAY, WHICH POINT IS ALSO THE
12 COMMON CORNER OF TRACT A, TRACT B AND TRACT C ACCORDING
13 TO SAID PLAT OF CHRISTIE HEIGHTS SUBDIVISION FILING NO. 2;

14
15 THENCE S 66°51'11" W, 60.00 ALONG THE NORTHERLY LINE OF THE
16 GRANDVIEW DRIVE RIGHT OF WAY TO THE NORTHWEST CORNER OF
17 THE GRANDVIEW DRIVE RIGHT OF WAY.

18
19 THENCE SOUTHEASTERLY 91.80 FEET ALONG THE ARC OF A CURVE
20 TO THE RIGHT AND CONCAVE TO THE WEST, HAVING A RADIUS OF
21 1089.29 FEET, A CENTRAL ANGLE OF 04°49'43" AND A CHORD
22 BEARING S 20°43'57" E, 91.77 FEET TO THE POINT OF BEGINNING.

23
24 CONTAINING 6,816 sq. ft. or 0.145 acre more or less

25
26 The vacated right-of-way is depicted on Exhibit "A", which is attached hereto and incorporated
27 herein by reference.

28
29 Section 2. The Town Council finds and determines that due regard has been given to the
30 rights and necessities of the public, and the Town Council further finds that the vacated portion
31 of the Grandview Drive right-of-way is not necessary to the inhabitants of the Town as an
32 avenue of travel.

33
34 Section 3. All rights of way or easements for the continued use of existing gas, sewer,
35 water or similar pipelines and appurtenances, for electrical, telephone and similar lines and
36 appurtenances, and for any other rights of way or easements existing within the vacated right of
37 way as of the date of this ordinance are reserved pursuant to the provisions of Section 43-2-303,
38 C.R.S.

39
40 Section 4. The Town Council finds, determines and declares that it has the power to
41 adopt this ordinance pursuant to the provisions of Section 43-2-301, et seq., C.R.S., and the
42 powers possessed by home rule municipalities in Colorado.

43
44 Section 5. This ordinance shall be published and become effective as provided by
45 Section 5.9 of the Breckenridge Town Charter. A certified copy of this ordinance shall be
46 recorded in the real property records of the Clerk and Recorder of Summit County, Colorado.

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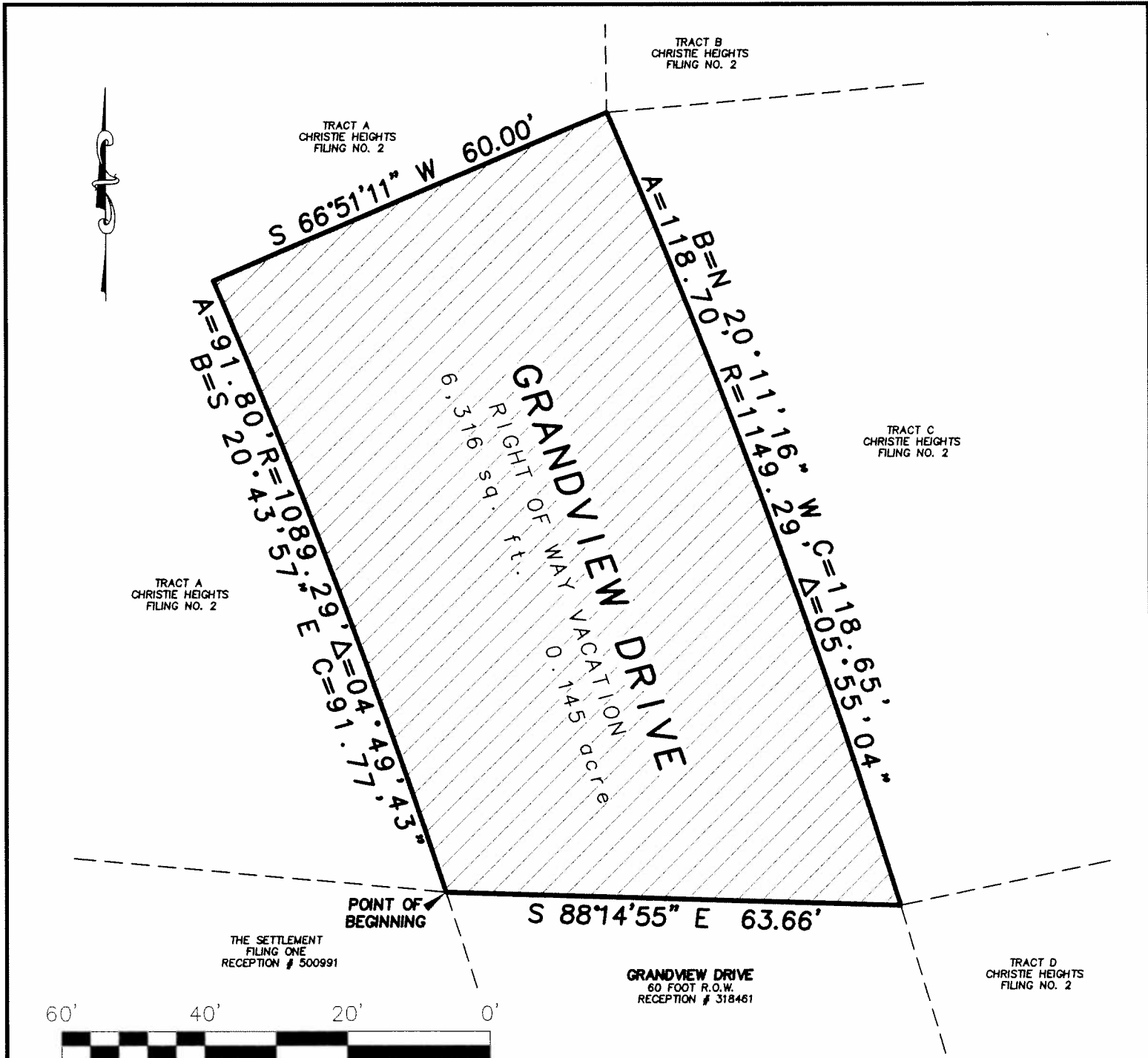
INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED
IN FULL this ____ day of _____, 2011. A Public Hearing shall be held at the regular meeting of
the Town Council of the Town of Breckenridge, Colorado on the ____ day of _____, 2011, at 7:30
P.M., or as soon thereafter as possible in the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

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk



LEGAL DESCRIPTION

A PORTION OF THE GRANDVIEW DRIVE RIGHT OF WAY ACCORDING TO "A REPLAT OF CHRISTIE HEIGHTS SUBDIVISION, FILING NO. 1 AMENDED" RECORDED JUNE 10, 1986 UNDER RECEPTION NUMBER 318461, SUMMIT COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON WESTERLY RIGHT OF WAY LINE OF GRANDVIEW DRIVE WHICH POINT IS AT THE INTERSECTION OF THE NORTH LINE OF "THE SETTLEMENT, FILING ONE" ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1995 UNDER RECEPTION NUMBER 500991, SUMMIT COUNTY, COLORADO AND SAID WESTERLY LINE OF SAID GRANDVIEW DRIVE;

THENCE S 88°14'55" E, 63.66 FEET ACROSS SAID GRANDVIEW DRIVE TO A POINT ON THE EASTERLY RIGHT OF WAY OF SAID GRANDVIEW DRIVE WHICH POINT IS ALSO THE COMMON WESTERLY CORNER OF TRACT C AND TRACT D AS DEPICTED ON THE PLAT OF "CHRISTIE HEIGHTS SUBDIVISION FILING NO. 2" RECORDED JANUARY 31, 2001 UNDER RECEPTION NUMBER 644114, SUMMIT COUNTY, COLORADO;

THENCE NORTHWESTERLY 118.70 FEET ALONG THE ARC OF A CURVE TO THE LEFT AND CONCAVE TO THE WEST, HAVING A RADIUS OF 1,149.29 FEET, A CENTRAL ANGLE OF 5°55'04" AND A CHORD BEARING N 20°11'16" W, 118.65 FEET TO THE NORTHERNMOST POINT OF SAID GRANDVIEW DRIVE RIGHT OF WAY, WHICH POINT IS ALSO THE COMMON CORNER OF TRACT A, TRACT B AND TRACT C ACCORDING TO SAID PLAT OF CHRISTIE HEIGHTS SUBDIVISION FILING NO. 2;

THENCE S 66°51'11" W, 60.00 ALONG THE NORTHERLY LINE OF THE GRANDVIEW DRIVE RIGHT OF WAY TO THE NORTHWEST CORNER OF THE GRANDVIEW DRIVE RIGHT OF WAY.

THENCE SOUTHEASTERLY 91.80 FEET ALONG THE ARC OF A CURVE TO THE RIGHT AND CONCAVE TO THE WEST, HAVING A RADIUS OF 1089.29 FEET, A CENTRAL ANGLE OF 04°49'43" AND A CHORD BEARING S 20°43'57" E, 91.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,816 sq. ft. or 0.145 acre more or less

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND EXHIBIT DRAWING WAS PREPARED BY ME. THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

ROBERT E. ANDREWS
P.L.S. 27924

NOTICE: UNDER COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION ATTACHED HEREON.

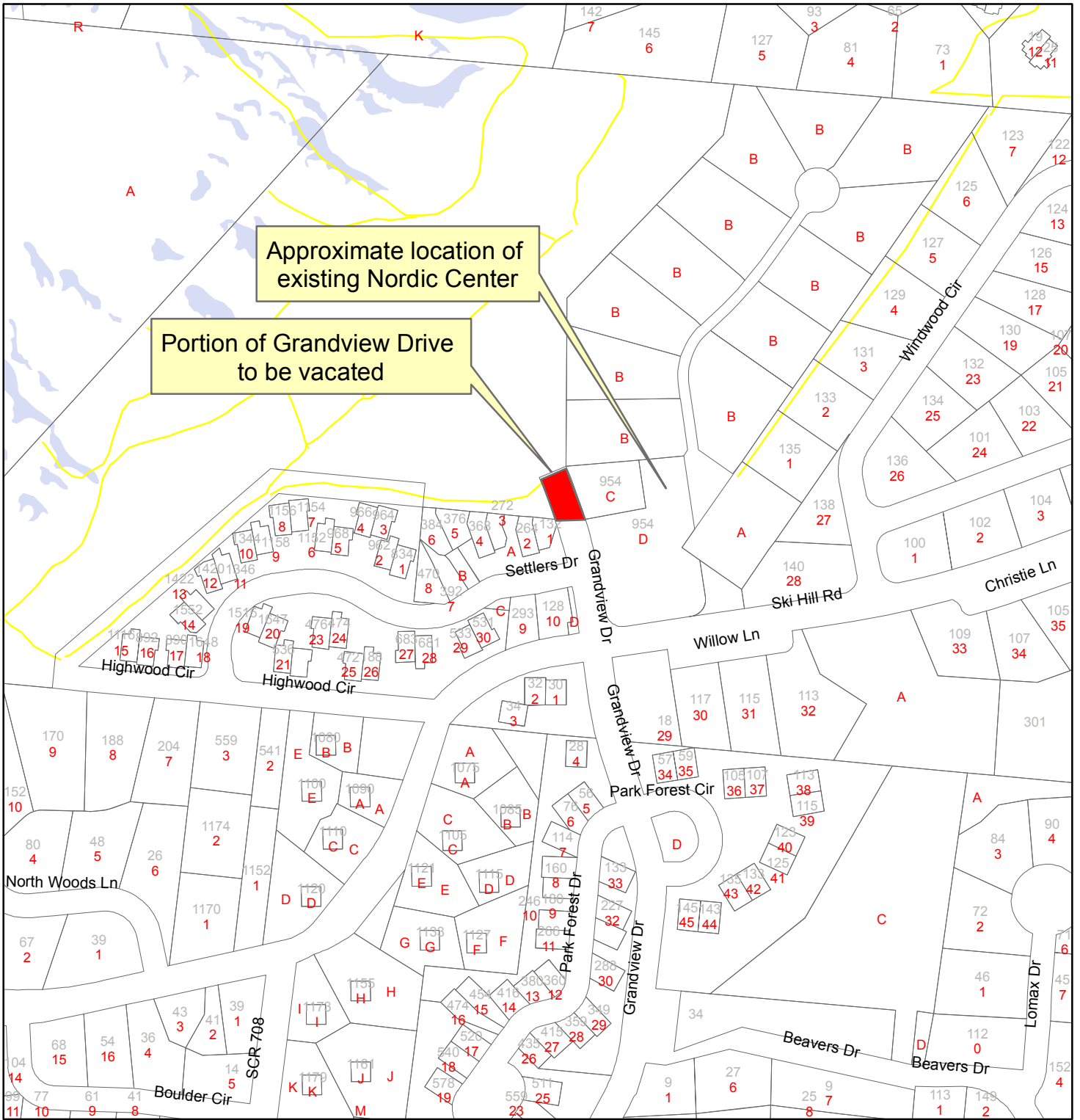
ROB ANDREWS LAND SURVEYING
P. O. BOX 1351, BRECKENRIDGE, CO 80424
(970) 453-1860

LEGAL DESCRIPTION AND EXHIBIT DRAWING

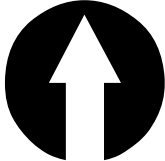
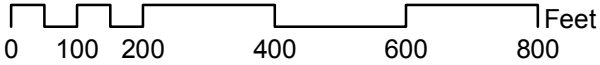
GRANDVIEW DRIVE
RIGHT OF WAY VACATION
TOWN OF BRECKENRIDGE
SUMMIT COUNTY, COLORADO

DRAWN BY REA PROJECT NUMBER: 112975

SCALE 1"=20' DATE: 06-01-11



Grandview Drive Right-of-Way Vacation



MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 28 (Ordinance Granting Easement to Public Service Company)

DATE: June 21, 2011 (for June 28th meeting)

The second reading of the ordinance granting an easement to Public Service Company in connection with the Coyne Valley undergrounding project is scheduled for your meeting on June 28th. There are no changes proposed to ordinance from first reading.

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

1 ***FOR WORKSESSION/SECOND READING – JUNE 28***

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

4
5 COUNCIL BILL NO. 28

6
7 Series 2011

8
9 AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC
10 SERVICE COMPANY OF COLORADO
11 (Coyne Valley Road)

12
13 WHEREAS, Public Service Company of Colorado has requested the granting of an
14 easement over, across, and through certain Town property; and

15
16 WHEREAS, the Town Council of the Town of Breckenridge has determined that it
17 should grant the requested easement; and

18
19 WHEREAS, the Town Attorney has informed the Town Council that, in his opinion,
20 Section 15.3 of the Breckenridge Town Charter requires that granting of the easement be
21 authorized by ordinance.

22
23 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
24 BRECKENRIDGE, COLORADO:

25
26 Section 1. The Town Manager and the Town Clerk are authorized, empowered and
27 directed to execute, acknowledge and deliver to Public Service Company of Colorado a utility
28 easement, in substantially the form marked **Exhibit “A”**, attached hereto, and incorporated
29 herein by reference.

30
31 Section 2. The Town Council hereby finds, determines and declares that it has the power
32 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
33 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

34
35 Section 3. 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 _____, 2011. A Public Hearing shall be
40 held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the
41 ____ day of _____, 2011, at 7:30 P.M., or as soon thereafter as possible in the
42 Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

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DIVISION **Mountain**

ROW AGENT **A. Morganfield**

DOC. NO. _____

LOCATION **Coyne Valley Road & Hwy. 9**

DESCRIPTION AUTHOR **SEH**

PLAT/GRID NO. _____

AUTHOR ADDRESS **390 Union Blvd., Ste 630**

WO/JO/CREG NO. _____

Lakewood, CO 80228-1557

PUBLIC SERVICE COMPANY OF COLORADO EASEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), 1225-17th Street, Denver, Colorado, 80202-5533, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across, and along a course as said lines may be hereafter constructed in LOT ___, BLOCK ___, SUBDIVISION _____, in the East 1/2 of Section **24**, Township **6 South**, Range **78 West** of the **6th** Principal Meridian in the City of **Breckenridge** County of **Summit**, State of Colorado, the easement being described as follows:

SEE ATTACHED LEGAL DESCRIPTION AND SKETCH

The easement is ___ feet in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties.

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control, and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservations by the Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

Signed this _____ day of _____, 2010.

(Type or print name below each signature line with official title if corporation, partnership, etc.):

GRANTOR: Town of Breckenridge

By: _____ Title _____

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2010, by [Grantor name(s) from above]:

By _____ as _____ for the Town of Breckenridge

Witness my hand and official seal.

My commission Expires _____

Notary Public



PARCEL B

A parcel of land lying in the east one-half (E 1/2) of Section 24, Township 6 South, Range 78 West, of the 6th Principal Meridian, County of Summit, State of Colorado, being a portion of that parcel of land as described as Tract B, in Reception Number 714271, of the Official Records of the Clerk & Recorder, said County of Summit, described as follows:

Beginning at Corner No.4, ANNIE PLACER MS 14044; thence S34°29'10"W, 652.93 feet, along Line 4-5, said ANNIE PLACER, to the southwest corner of said Tract B; thence S55°25'22"E, 21.86 feet, along the south line of said Tract B, the TRUE POINT OF BEGINNING;

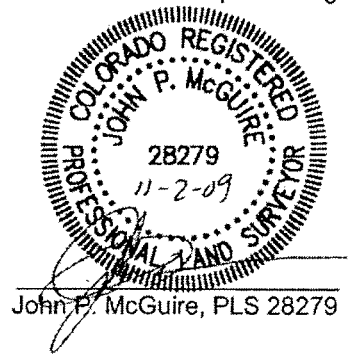
thence S55°25'22"E, 28.46 feet, along said south line to the southeast corner thereof;
thence along a non-tangent curve to the right having a radius of 30.00 feet, a central angle of 10°21'56", a length of 25.82 feet, and a chord which bears N12°20'23"E, 25.78 feet, along said south line;
thence along a non-tangent curve to the left having a radius of 30.00 feet, a central angle of 60°42'01", a length of 31.78 feet, whose chord bears S72°39'29"W, 30.32 feet, to the TRUE POINT OF BEGINNING.

Containing 415 square feet (0.009 acres), more or less.

An illustration for this description is attached hereto and made a part hereof.

For the purpose of this description, the basis of bearings is Line 4-5 of said ANNIE PLACER being S34°29'10"W, monumented as shown on the attached illustration.

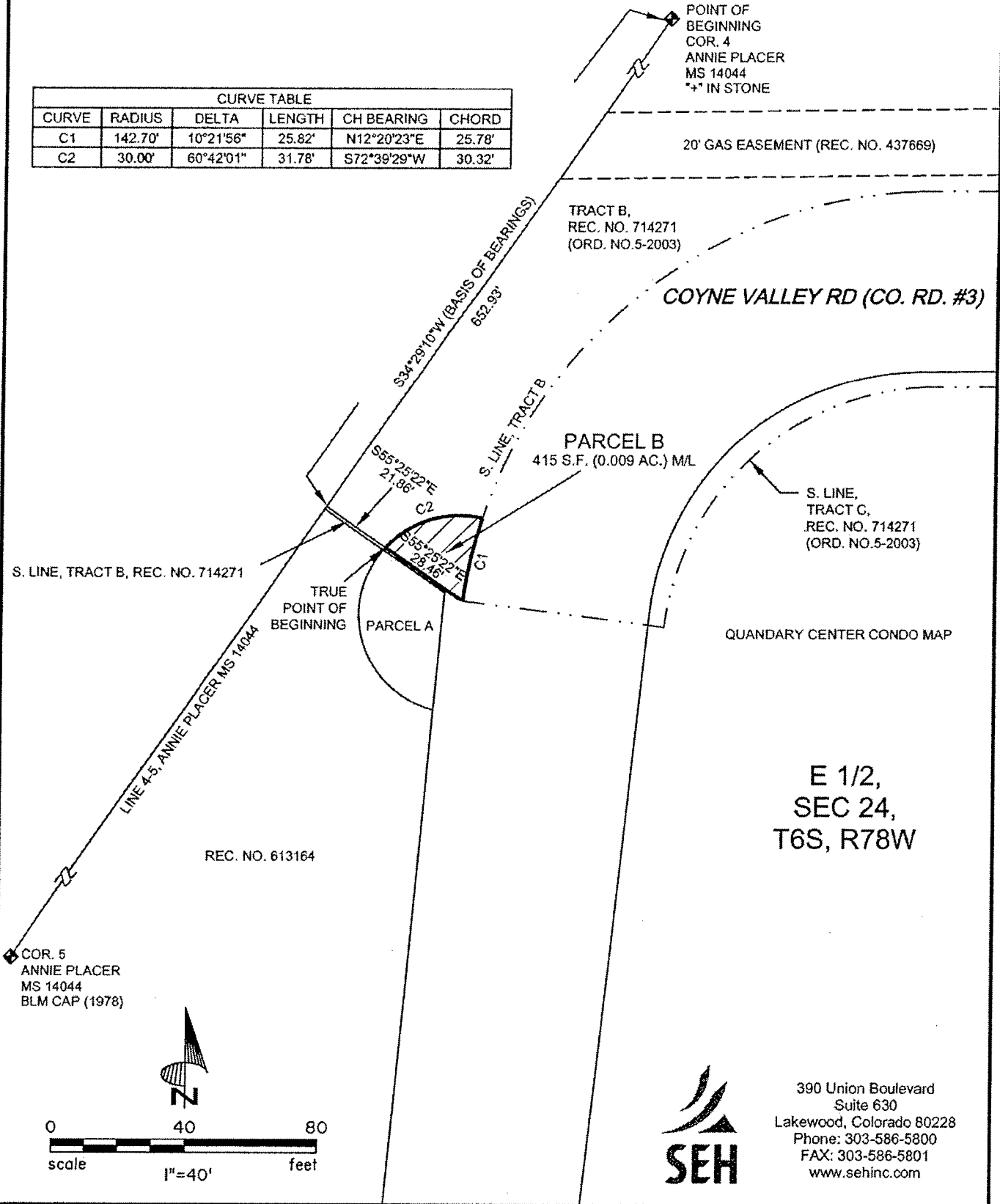
The author of this description is John P. McGuire, PLS 28279, prepared on behalf of SEH Inc., 390 Union Boulevard, Suite 630, Lakewood, CO 80228, on November 2, 2009, under Job No. APSCOC0801.00 104, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



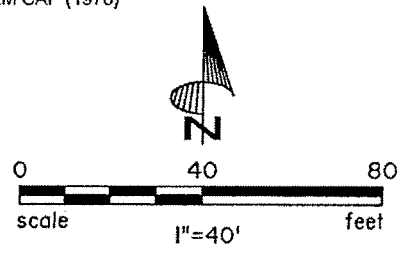
PARCEL B ILLUSTRATION

SHEET 2 OF 2

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CHORD
C1	142.70'	10°21'56"	25.82'	N12°20'23"E	25.78'
C2	30.00'	60°42'01"	31.78'	S72°39'29"W	30.32'



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390 Union Boulevard
 Suite 630
 Lakewood, Colorado 80228
 Phone: 303-586-5800
 FAX: 303-586-5801
 www.sehinc.com



PARCEL C

A parcel of land lying in the east one-half (E 1/2) of Section 24, Township 6 South, Range 78 West, of the 6th Principal Meridian, County of Summit, State of Colorado, being a portion of that parcel of land as described as Tract B, in Reception Number 714271, of the Official Records of the Clerk & Recorder, said County of Summit, described as follows:

Beginning at Corner No.4, ANNIE PLACER MS 14044; thence S34°29'10"W, 531.59 feet, along Line 4-5, said ANNIE PLACER, to the north line of County Road No. 3; thence N89°19'20"E, 194.05 feet, along said north line, the TRUE POINT OF BEGINNING;

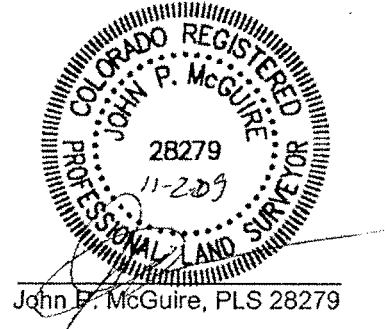
thence N89°19'20"E, 25.00 feet, along said north line;
thence N00°40'40"W, 20.00 feet, to the north line of that parcel of land as described in Reception Number 437669;
thence S89°19'20"W, 25.00 feet, along said north line;
thence S00°40'40"E, 20.00 feet, to the TRUE POINT OF BEGINNING.

Containing 500 square feet (0.011 acres), more or less.

An illustration for this description is attached hereto and made a part hereof.

For the purpose of this description, the basis of bearings is Line 4-5 of said ANNIE PLACER being S34°29'10"W, monumented as shown on the attached illustration.

The author of this description is John P. McGuire, PLS 28279, prepared on behalf of SEH Inc., 390 Union Boulevard, Suite 630, Lakewood, CO 80228, on November 2, 2009, under Job No. APSCOC0801.00 104, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



PARCEL C ILLUSTRATION

SHEET 2 OF 2

POINT OF BEGINNING
COR. 4
ANNIE PLACER
MS 14044
** IN STONE

E 1/2,
SEC 24,
T6S, R78W

TRACT B,
REC. NO. 714271
(ORD. NO.5-2003)

PARCEL C
500 S.F. (0.011 AC.) M/L

S34°29'10"W (BASIS OF BEARINGS)
531.58'
LINE 4-5, ANNIE PLACER MS 14044

20' GAS EASEMENT (REC. NO. 437669)

N. LINE, REC. NO. 437669

S89°19'20"W
25.00'

S00°40'40"E
20.00'

N00°40'40"W
20.00'

N89°19'20"E
194.05'

N. LINE, CO. RD. #3

N89°19'20"E
25.00'

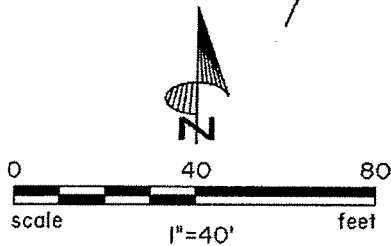
TRUE POINT OF BEGINNING

COYNE VALLEY RD (CO. RD. #3)

COR. 5
ANNIE PLACER
MS 14044
BLM CAP (1978)

QUANDARY CENTER CONDO MAP

CONTINENTAL CT



390 Union Boulevard
Suite 630
Lakewood, Colorado 80228
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com

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PARCEL D

A ten (10) foot wide strip of land lying in the west one-half (W 1/2) of Section 19, Township 6 South, Range 77 West, of the 6th Principal Meridian, County of Summit, State of Colorado, being a portion of that parcel of land as described as Tract B, in Reception Number 714271, of the Official Records of the Clerk & Recorder, said County of Summit, lying five (5) feet on each side of the following described line:

Beginning at Corner No.4, ANNIE PLACER MS 14044; thence S34°29'10"W, 531.59 feet, along Line 4-5, said ANNIE PLACER, to the north line of County Road No. 3; thence N89°19'20"E, 1358.01 feet, along said north line, the TRUE POINT OF BEGINNING;

thence N00°40'40"W, 60.00 feet, to Point A, the POINT OF TERMINUS.

TOGETHER WITH a parcel of land described as follows:

A parcel of land which lies within the circumference of a circle, having a radius point at said Point A, a radius of 30.00 feet, lying northerly of, and coincident with, the above described 10 foot wide strip of land.

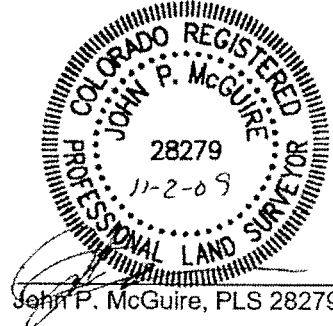
The sideline of said 10 foot wide strip are to be lengthened or shortened to terminate on the south by said north line.

Containing 500 square feet (0.011 acres), more or less.

An illustration for this description is attached hereto and made a part hereof.

For the purpose of this description, the basis of bearings is Line 4-5 of said ANNIE PLACER being S34°29'10"W, monumented as shown on the attached illustration.

The author of this description is John P. McGuire, PLS 28279, prepared on behalf of SEH Inc., 390 Union Boulevard, Suite 630, Lakewood, CO 80228, on November 2, 2009, under Job No. APSCOC0801.00 104, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



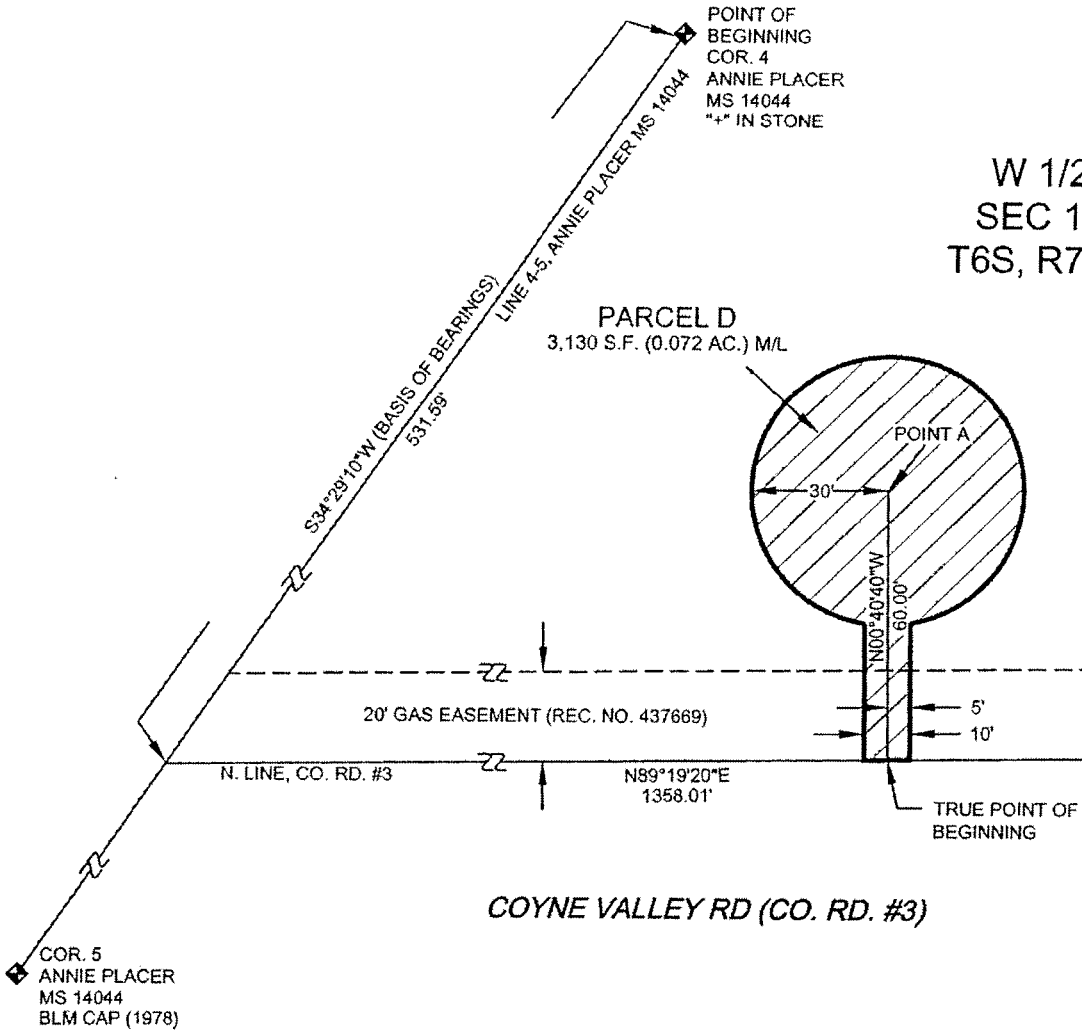
PARCEL D ILLUSTRATION

SHEET 2 OF 2

W 1/2,
SEC 19,
T6S, R77W

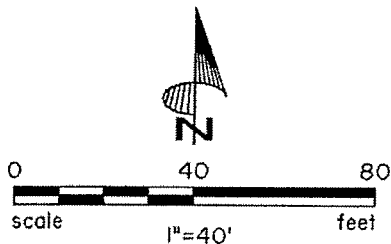
PARCEL D
3,130 S.F. (0.072 AC.) M/L

TRACT B,
REC. NO. 714271
(ORD. NO. 5-2003)



COYNE VALLEY RD (CO. RD. #3)

TRACT B, RUNWAY SUBDIVISION



390 Union Boulevard
Suite 630
Lakewood, Colorado 80228
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com

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MEMORANDUM

TO: Town Council

FROM: Matt Thompson, Planner II

DATE: June 21, 2011 for meeting of June 28, 2011

SUBJECT: First Reading- Landmarking the Gaymon Residence, 207 North Main Street

Enclosed with this memo is a first reading of a landmarking ordinance for the Gaymon Residence located at 207 North Main Street (Lot 69, Bartlett & Shock).

The Planning Commission approved this project on June 21, 2011 and recommended that the Town Council adopt this structure as a local landmark. Landmarking the structure was a condition of approval, which included the restoration the historic building. This ordinance will fulfill the landmarking condition of approval for the Development Permit.

This building meets several of the criterion required for landmarking (see next page):

- The building is over 50 years old;
- Demonstrates superior craftsmanship or high artistic value;
- It retains its original design and materials;
- The structure is on its original location;
- Is a significant historic remodel;
- Is associated with a notable person or the work of a notable person;
- Enhances sense of identity of the community.

Therefore, it meets the eligibility criteria for locally landmarking the historic structure.

The remodeling efforts are to include:

- Repair the brick chimney
- Renovate rear window to match all the other historic windows
- Repair or replace damaged trim siding at base all around the house
- Remove non-historic piping and wiring on exterior of residence
- Repair and repaint all siding
- New front door in the historic opening location
- Remove non-historic fence

Staff will oversee the restoration and replacement of any historic fabric.

In order to be designated as a local landmark under this ordinance, the historic portion of the building must be shown to satisfy at least one item in each of the following columns (the criterion that are met for this application are highlighted in **Bold**).

Staff notes, this property fulfilled eleven of the three required criteria for locally landmarking. Staff will be available at the meeting for questions.

COLUMN "A"	COLUMN "B"	COLUMN "C"
<p>The property must be at least 50 years old.</p>	<p>The proposed landmark must meet at least ONE of the following 13 criteria:</p> <p style="text-align: center;"><u>ARCHITECTURAL IMPORTANCE</u></p> <ol style="list-style-type: none"> 1. The property exemplifies specific elements of architectural style or period. 2. The property is an example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally. 3. The property demonstrates superior craftsmanship or high artistic value 4. The property represents an innovation in construction, materials or design. 5. The property is of a style particularly associated with the Breckenridge area. 6. The property represents a built environment of a group of people in an era of history. 7. The property includes a pattern or grouping of elements representing at least one of the above criteria. 8. The property is a significant historic remodel. <p style="text-align: center;"><u>SOCIAL IMPORTANCE</u></p> <ol style="list-style-type: none"> 9. The property is a site of an historic event that had an effect upon society. 10. The property exemplifies cultural, political, economic or social heritage of the community. 11. The property is associated with a notable person or the work of a notable person. <p style="text-align: center;"><u>GEOGRAPHIC/ENVIRONMENTAL IMPORTANCE</u></p> <ol style="list-style-type: none"> 12. The property enhances sense of identity of the community. 13. The property is an established and familiar natural setting or visual feature of the community. 	<p>The proposed landmark must meet at least ONE of the following 4 criteria:</p> <ol style="list-style-type: none"> 1. The property shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, state, or nation. 2. The property retains original design features, materials and/or character. 3. The structure is on its original location or is in the same historic context after having been moved. 4. The structure has been accurately reconstructed or restored based on documentation.

1 **FOR WORKSESSION/FIRST READING – JUNE 28 , 2011**

2
3 COUNCIL BILL NO. 29

4
5 Series 2011

6
7 AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK
8 UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE
9 (Lot 69, Bartlett and Shock Addition)

10
11 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
12 COLORADO:

13
14 Section 1. Findings. The Town Council of the Town of Breckenridge hereby finds and
15 determines as follows:

16
17 A. REA207, LLC, a Colorado limited Liability Company owns the hereinafter
18 described real property. Such real property is located within the corporate limits of the
19 Town of Breckenridge, County of Summit and State of Colorado.

20
21 B. REA207, LLC, a Colorado limited Liability Company filed an application
22 with the Town pursuant to Chapter 11 of Title 9 of the Breckenridge Town Code seeking
23 to have the Town designate the hereinafter described real property as a landmark
24 (“Application”).

25
26 C. The Town followed all of procedural requirements of Chapter 11 of Title 9 of
27 the Breckenridge Town Code in connection with the processing of the Application.

28
29 D. The improvements located on hereinafter described real property are more
30 than fifty (50) years old.

31
32 E. The hereinafter described real property meets the “architectural” designation
33 criteria for a landmark as set forth in Section 9-11-4(A)(1)(a) of the Breckenridge Town
34 Code because:

- 35
36 (i) the property exemplifies specific elements of architectural style or period;
37 (ii) the property demonstrates superior craftsmanship or high artistic value;
38 (iii) is a significant historic remodel; and
39 (iv) the property represents a built environment of a group of people in an era
40 of history

41
42 F. The hereinafter described real property meets the “social” designation for a
43 landmark as set forth in Section 9-11-4(A)(1)(b) of the Breckenridge Town Code because
44 the property is associated with a notable person or the work of a notable person.
45

1 G. The hereinafter described real property meets the “geographic/environmental
2 designation for a landmark as set forth in Section 9-11-4(A)(1)(c) of the Breckenridge
3 Town Code because:

- 4
- 5 (i) the property enhances the sense of identity of the community; and
- 6 (ii) the property is an established and familiar natural setting or visual feature
7 of the community.
- 8

9 H. The hereinafter described real property meets the “physical integrity” criteria
10 for a landmark as set forth in Section 9-11-4(A)(3) of the Breckenridge Town Code
11 because:

- 12 (i) the property shows character, interest or value as part of the development,
13 heritage or cultural characteristics of the community, region, state or
14 nation;
- 15 (ii) the property retains original design features, materials or character;
- 16 (iii) the structure on the property is on its original location or is in the same
17 historic context after being moved; and
- 18 (iv) the structure has been accurately reconstructed or restored based on
19 documentation.
- 20

21 I. In accordance with the requirements of Section 9-11-3(B)(3) of the
22 Breckenridge Town Code, on June 21, 2011 the Application was reviewed by the
23 Breckenridge Planning Commission. On such date the Planning Commission
24 recommended to the Town Council that the Application be granted.

25

26 J. The Application meets the applicable requirements of Chapter 11 of Title 9 of
27 the Breckenridge Town Code, and should be granted without conditions.

28

29 K. Section 9-11-3(B)(4) of the Breckenridge Town Code requires that final
30 approval of an application for landmark designation under Chapter 11 of Title 9 of the
31 Breckenridge Town Code be made by ordinance duly adopted by the Town Council.

32

33 Section 2. Designation of Property as Landmark. The following described real
34 property:

35

36 Lot 69, Bartlett and Shock Addition to the Town of Breckenridge; commonly
37 known and described as 207 North Main Street, Breckenridge, Colorado 80424

38

39 is hereby designated as a landmark pursuant to Chapter 11 of Title 9 of the Breckenridge
40 Town Code.

41

42 Section 3. Police Power Finding. The Town Council hereby finds, determines and
43 declares that this Ordinance is necessary and proper to provide for the safety, preserve the health,
44 promote the prosperity, and improve the order, comfort and convenience of the Town of
45 Breckenridge and the inhabitants thereof.

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

5
6 Section 5. Effective Date. This Ordinance shall be published and become effective as
7 provided by Section 5.9 of the Breckenridge Town Charter.

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

14
15 ATTEST:

TOWN OF BRECKENRIDGE

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

John G. Warner, Mayor

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MEMORANDUM

To: Mayor and Town Council
From: Rick Holman, Chief of Police
Date: June 17, 2011
Subject: Amendment to Town Ordinance for Operation of EAB on Recreation Path

The current Town Ordinance prohibits the operation of motorized bicycles on the recreation path in the Town limits. While staff does not think an electrical assisted bicycle (EAB) is considered a motorized bicycle, staff does feel it is necessary to amend this particular section of the Town Code. The state model traffic code (which is currently adopted by the Town) prohibits the operation of an EAB's motor on recreation paths unless specifically authorized by the local jurisdiction. The proposed ordinance change would provide that authorization.

Attached is an ordinance for first reading that would add an addition to the Town Code under 11-2-4-1 that would make it lawful to operate the electric motor on an EAB on the recreational pathway with the Town.

1 ***FOR WORKSESSION/FIRST READING – JUNE 28***

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

5
6 COUNCIL BILL NO. 30

7
8 Series 2011

9
10 AN ORDINANCE ALLOWING THE USE OF THE ELECTRICAL MOTOR ON AN
11 ELECTRICAL ASSISTED BICYCLE THAT IS BEING OPERATED ON THE BIKE PATH
12 WITHIN THE TOWN

13
14 WHEREAS, Section 42-4-111(1)(dd), C.R.S., provides that a local government may
15 authorize the use of the electrical motor on an electrical assisted bicycle that is being operated on
16 a bike or pedestrian path within the local government’s jurisdiction; and

17
18 WHEREAS, the Town Council finds and determines that it should authorize the use of
19 the electrical motor on an electrical assisted bicycle that is being operated on that portion of the
20 “Bike Path” that is located within the corporate boundaries of the Town.

21
22 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
23 BRECKENRIDGE, COLORADO:

24
25 Section 1. Chapter 2 of Title 11 of the Breckenridge Town Code is amended by the
26 addition of a new Section 11-2-4-1, entitled “Use of Electrical Assisted Bicycle on Bike Path”,
27 which shall read in its entirety as follows:

28 **11-2-4-1: USE OF ELECTRICAL ASSISTED BICYCLE ON BIKE PATH:**
29 **Notwithstanding Section 11-2-4, it is lawful for a person to use the electrical**
30 **motor on an electrical assisted bicycle that is being operated on the**
31 **recreational pathway commonly known as the “bike path” within the**
32 **corporate limits of the Town. For the purposes of this section, an “electrical**
33 **assisted bicycle” has the meaning provided in the Town’s Traffic Code.**

34
35 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
36 various secondary codes adopted by reference therein, shall continue in full force and effect.

37
38 Section 3. The Town Council hereby finds, determines, and declares that this ordinance
39 is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
40 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
thereof.

41
42 Section 4. The Town Council hereby finds, determines and declares that it has the power
43 to adopt this ordinance pursuant to Section 42-4-111(1)(dd), C.R.S., and the powers possessed by
home rule municipalities in Colorado.

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

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

8
9 TOWN OF BRECKENRIDGE, a Colorado
10 municipal corporation

11
12
13
14 By _____
15 John G. Warner, Mayor

16
17 ATTEST:

18
19
20
21 _____
22 Mary Jean Loufek, CMC,
23 Town Clerk



MEMORANDUM

To: Mayor & Town Council
From: Tim Gagen, Town Manager
Date: June 20, 2011
SUBJECT: *Consideration of a motion to approve a resolution approving the employment of Rothgerber Johnson & Lyons LLP ("RJL") as special counsel.*

Background

The Town in conjunction with the Colorado Association of Ski Towns has undertaken the investigation of possible areas of uncollected sales and accommodation tax. The most notable is the VRBO program. As the Town continues this investigation into other areas, it has found the need to employ special legal counsel who specializes in cost revenue identification and recovery.

The employment of RJL as special counsel shall be through a contingent fee arrangement which places the risk of cost incurred upon RJL until uncollected revenue is recovered.

Recommendation

Staff and Town Attorney recommend approving the employment of RJL as special counsel.

1 **FOR ADOPTION – JUNE 28**

2
3 A RESOLUTION

4
5 SERIES 2011

6
7 A RESOLUTION APPROVING THE EMPLOYMENT OF ROTHERGERBER JOHNSON &
8 LYONS, LLP AS SPECIAL COUNSEL; AND DELGATING CERTAIN POWERS TO
9 THE TOWN MANAGER IN CONNECTION THEREWITH

10
11 WHEREAS, the Breckenridge Town Council (the “**Council**”) is authorized by Section
12 8.1 of the *Breckenridge Town Charter* to employ special counsel to serve under its direction; and

13
14 WHEREAS, the Town Council desires to employ Rothgerber Johnson & Lyons, LLP
15 (“**RJL**”) to serve as special counsel for the Town pursuant to Section 8.1 of the Town Charter;
16 and

17
18 WHEREAS, a proposed form of contingent fee agreement for legal services (the
19 “**Agreement**”) between the Town and RLJ has been prepared, a copy of which is marked
20 **Exhibit “A”**, attached hereto and incorporated hereby by reference; and

21
22 WHEREAS, the Town Council has reviewed the Agreement, and finds and determines
23 that it should be approved; and

24
25 WHEREAS, RJL will require approval of the Council to take a variety of actions
26 necessary to discharge its obligations under the Agreement; and

27
28 WHEREAS, the Council regularly meets only on the second and fourth Tuesdays of each
29 month; and

30
31 WHEREAS, many of the actions RJL will be required to take on behalf of the Town will
32 be time sensitive, and will necessitate approval between scheduled meetings of the Council; and

33
34 WHEREAS, Timothy J. Gagen is the Town Manager, and has been a key point of contact
35 between the Council and RJL.

36
37 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
38 BRECKENRIDGE, COLORADO, as follows:

39
40 Section 1. The Agreement between the Town and Rothgerber Johnson & Lyons, LLP
41 (**Exhibit “A”** hereto) is approved; and the Town Manager is authorized, empowered, and
42 directed to execute the Agreement for and on behalf of the Town of Breckenridge. Minor
43 changes to or amendments of the Agreement may be made by the Town Manager if the Town
44 Attorney certifies in writing that the proposed changes or amendments do not substantially affect
45 the essential elements of the Agreement.

1 Section 2. Timothy J. Gagen, the Town Manager, is authorized to act on behalf of the
2 Town in directing the work of RJL pursuant to the Agreement. His authority includes, but is not
3 limited to, authorizing RJL to: communicate settlement demands on behalf of the Town to any
4 party, commence litigation against any party on behalf of the Town, accept or reject any
5 settlement offer received from any defendant, and take any other action in furtherance of the
6 Town's claims.

7 Section 3. This resolution is effective upon its adoption.

8 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2011.

9
10 TOWN OF BRECKENRIDGE

11
12
13
14 By _____
15 John G. Warner, Mayor

16
17 ATTEST:

18
19
20
21 _____
22 Mary Jean Loufek,
23 CMC, Town Clerk

24
25 APPROVED IN FORM

26
27
28
29 _____
30 Town Attorney Date



Thomas M. Rogers III
Attorney at Law
303.628.9506
trogers@rothgerber.com

ROTHGERBER
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LYONS LLP

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Fax 303.623.9222
www.rothgerber.com

June 14, 2011

THIS IS A CONFIDENTIAL AND PRIVILEGED ATTORNEY-CLIENT COMMUNICATION.

VIA HAND DELIVERY

Tim Gagen
Town Manager
Town of Breckenridge
P.O. Box 168
150 Ski Hill Road
Breckenridge, CO 80424

Re: Contingent Fee Agreement for Legal Services

Dear Mr. Gagen:

We are pleased to welcome the Town of Breckenridge as a client of Rothgerber Johnson & Lyons LLP (the "Firm"). We appreciate the opportunity to serve as the Town's legal counsel in connection with the matter identified below. This letter describes the terms of our engagement (the "Agreement"). This is an important, binding legal document so please read it carefully.

1. **Scope of Engagement.** We have been engaged to represent the Town of Breckenridge ("Town") solely in connection with the Town's claims against various on-line travel companies (the "OTCs") arising out of the OTC's sale of temporary, overnight lodging within the Town and subsequent failure to pay lodging tax and sales tax to the Town as required by law. We have agreed that our engagement is limited to performance of services related to this matter, including the possibility of filing suit against the OTCs. Our acceptance of this engagement does not involve an undertaking to represent the Town or its interests in any other matter. We may agree to limit or expand the scope of our representation from time to time, provided that the Town agrees to such change and we confirm any such change in writing.

2. **Our Representation.** Other Colorado municipalities have or may become clients of our Firm in connection with claims against the OTCs similar to the Town's. Please understand that this representation will be joint, meaning that the Town will not be the only client of this firm in our pursuit of claims against the OTCs. The Town and other Colorado municipalities

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that retain the Firm to represent them in connection with their claims against the OTCs for unpaid lodging taxes will be referred to herein collectively as our "Clients."

Based on our work with the Town and other Clients respectively, we may chose to prosecute the claims of the Town or any other Client on an individual basis. With the approval of one or more Client, we may pursue the claims of all Clients, including the Town, through the filing of a class action lawsuit against the OTCs.

Mike Plachy and I will be the attorneys primarily responsible for the pursuit of the Town's claims against the OTCs. Other attorneys at our firm will also work on this matter.

3. **Town's Responsibilities.** The services we will provide pursuant to this Agreement will be on a contingency fee basis, which is more fully discussed below. If we recover from the OTCs on the Town's claims, through settlement, judgment or order of a court, the Town will be responsible for payment of our attorney fees, as well as the reasonable costs and expenses incurred during the time we provide legal services described in this Agreement, such as photocopy charges, legal research expenses, court costs, court reporter fees, travel expenses, witness fees and similar expenses. Such expenses and costs will be deducted from any recovery obtained in the course of our representation.

The Town agrees to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation and otherwise reasonably requested by us. In particular, the Town will make every effort to provide a representative to attend trials, hearings, depositions, and other proceedings, and to commit the appropriate time and resources to meet Town's discovery obligations.

Because it is important that we be able to contact the Town at all times in order to consult with representatives of the Town regarding this representation, the Town will promptly inform us of any changes in relevant contact information, including relevant mail and e-mail addresses and phone numbers. Whenever we need instructions or authorization in order to proceed with legal work on the Town's behalf, we will contact the appropriate Town representatives at the latest address and phone number that we have received.

4. **Contingency Fee Agreement.** This matter is being handled on a contingency fee basis. The Town, through its authorized agent, must review and sign the Disclosure Statement, a copy of which is attached as Exhibit A and incorporated by reference, which is required by Colorado law. The form of the Final Disbursement Statement that will set forth the fees the Firm earns pursuant to the agreement is attached hereto as Exhibit B.

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The contingency upon which compensation is to be paid, if any, is the Town's recovery of funds or other thing of value (by the filing of a lawsuit, settlement, negotiation or any other means) from the OTCs based on their failure to pay lodging tax to the Town as required by law.

If the Town recovers from the OTCs as a result of the filing of a lawsuit, settlement, or negotiation, the Town agrees to pay the Firm 30% of the Town's Net Amount of Recovery, as defined below. If recovery is not made on any of the Town's claims, the Town will not be responsible for the payment of any attorneys' fees, contingent or otherwise, or costs except as provided below. The Firm shall be entitled to a contingency fee on any recovery from the OTCs for unpaid taxes for any period of time that is the subject of the lawsuit or the resolution thereof (which shall expressly include any funds paid by the OTC's in exchange for an abeyance in future periods); conversely, no contingency fee shall be owed for the recovery of taxes for any period of time that is not the subject of the lawsuit or the resolution thereof.

A. *"Town's Gross Amount of Recovery" or "Town's Gross Amount"* is defined as the total recovery of funds by or on behalf of Town (damages, punitive damages, treble damages, pre-judgment interest, post-judgment interest, and court-awarded attorneys' fees and costs), before payment of costs, expenses, and other disbursements for which Town is responsible. The Town's Gross Amount collected includes any costs or attorneys' fees awarded to and received by the Town.

B. *"Town's Net Amount of Recovery" or "Town's Net Amount"* is defined as the Town's Gross Amount minus costs, expenses, and other disbursements, advanced by the Firm, for which the Town is responsible.

In the event that the Firm files a class action lawsuit on behalf of Town (and others similarly situated), the court in that lawsuit will set the amount of fees and costs the Firm will be entitled to recover. Nonetheless, the Town agrees that the fees and costs it has agreed to pay hereunder are reasonable and may be relied upon by any court in determining the Firm's fees and costs.

5. **Attorneys' Fees or Costs Awarded in Town's Favor.** If the court awards attorneys' fees in the Town's favor in any amount, the Town agrees that those fees will be included in Town's Gross Amount of Recovery and thus used to pay fees and costs owed to the Firm pursuant to the terms of this Agreement.

6. **Assessment of Costs and Attorneys' Fees Against Losing Party.** The Town understands that a court may assess costs against the losing party and, further, both the Town and the Firm may be liable for the attorneys' fees and costs of the prevailing party as a sanction for claims which have been brought without substantial justification.

If litigation results in an award of attorneys' fees and/or costs in favor of the opposing party and against the Town, satisfaction of such an award will be the responsibility of the Town only, and will not be the responsibility of the Firm, unless the attorneys' fees and/or costs are

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awarded by the court as a sanction for misconduct by the Firm. Any award of costs or attorneys' fees to the OTCs, regardless of when awarded, will not affect the contingency fee (if any) owed by the Town under this Agreement.

7. **Alternative Fee Agreements.** Town has been advised of the right and opportunity to use some other form of fee arrangement, such as hourly rates and fixed fees, but has elected to proceed on the contingent fee basis set forth in this Agreement.

8. **Town's Responsibility for Costs.** The Firm will advance costs on behalf of the Town. At this point, we reasonable anticipate the total of the costs to be incurred on behalf of this Town will be approximately \$100,000. This is only an estimate. The Town is, obligated to pay all out-of-pocket expenses incurred in the preparation and presentation of Town's claims, up to the amount of any recovery, including, but not limited to, such things as: filing fees, costs of consultants, costs of expert reports, expert witness fees, cost of obtaining records, deposition expenses, mileage, travel expenses, investigation costs, photographic expenses, copying expenses, lay witness fees, and computer access charges. The Town will not be obligated to pay any costs unless it obtains a recovery from the OTCs. The Town understands that this list is not exhaustive and that costs may be incurred for items other than these examples. These costs will be deducted from the Town's Gross Amount of Recovery and paid to the Firm.

9. **Multiple Clients and Waiver of Conflicts.** The Town acknowledges that our Firm represents other municipalities who are pursuing claims against the OTCs. In representing those other municipalities, it may necessary for our Firm to take actions which may have an indirect adverse impact on the Town's claims. For example, one of our claimants could choose to settle with the OTCs which could mean that the Town will not be able to use any judgment obtained by the settling municipalities as precedent against OTCs. In other words, some of the Clients may settle and others may not. By signing below, the Town knowingly and voluntarily agrees to waive any potential conflict of interest that may arise in pursuit of claims by our Firm for other Clients. Our Firm will undertake to disclose to the Town any circumstances we perceive as a potential conflict of interest should those circumstances arise. Should future disagreements or conflicts of interest arise between the Town and other Clients, or if the representation of joint claimants becomes adversely affected by the common representation, other arrangements for the Town's representation may become necessary. The Town also understands and agrees there will be no confidences between the Town and the Firm regarding the work the Firm performs in this matter for the Town because everything may be shared with other claimants.

Please understand that although the Town and all of the other Clients have the same type of claims against the OTCs, each of the Clients has its own tax ordinance, facts and circumstances. Thus, some claimants we represent may recover more than others in a settlement or in court, and some may recover less.

Tim Gagen, Esq.

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Should we obtain a settlement offer from the OTCs, it will be communicated to the Town. At that time, the Town can decide whether to accept the offer or not. It is possible that some claimants may accept the offer while others do not. In such a case, claimants who accept an offer will not be able to proceed to court. If the number of claimants who do not accept an offer from the OTCs is small in comparison with the number that settle, our Firm retains the right to choose not to go forward with the court case. On the other hand, if there is no settlement offer or only a small percentage of the Clients we represent choose to accept a settlement offer from the OTCs, our Firm in conjunction with direction and advice from our Clients could decide to proceed to trial on the individual claims. Or, depending upon facts and circumstances learned during the representation, the Firm with input and advice from our Clients, could decide to file a class action case wherein one or more of our Clients could serve as class representatives. If the Firm decides to pursue a class action case, the Town will be advised of that fact and given an opportunity to participate or not.

10. **Advice about Possible Outcomes.** At the commencement and during the course of our representation, we may express opinions or beliefs concerning this matter, alternative courses of action, or results that might be anticipated. Any such statement made by any lawyer of the Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be regarded as a promise or guarantee.

11. **Settlement.** Depending upon the progress of the matter, it may be in the Town's best interest to attempt to negotiate a settlement. However, we will not make or accept any settlement offer without first conferring with the Town. The Town is solely responsible for making final decisions about whether or not to accept a settlement offer.

The Firm will assess the strengths and weaknesses of the Town's claims and will provide guidance to the Town regarding settlement matters. If a settlement offer is received and the Firm recommends acceptance, but the Town fails to accept the Firm's guidance, the Firm, at its discretion and in compliance with all ethical rules governing withdrawal of counsel from a case, may terminate its representation of the Town under this Agreement.

12. **Estimates.** Any estimate of costs that we may have discussed is only an estimate and not an agreement to a maximum.

13. **Associate Counsel.** The Firm and the Town anticipate that the Firm will associate with co-counsel from other law firms. Compensation to any associated counsel will be paid out of the fees set forth herein and shall be the responsibility of the Firm, not the Town. When the work of the Firm is referenced herein, that reference shall include the work of any associated counsel. We anticipate that our associated counsel will be the following Georgia firms: Crongeyer Law Firm, P.C., Bird Law Group, and The Finnell Firm.

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14. **Subrogation.** The Town has informed the Firm that no other persons or entities have a subrogation right or lien to the amounts the Town may recover from the OTCs. Nevertheless, if other persons or entities have a subrogation right or lien to the amount the Town recovers, any and all subrogation rights or liens are to be paid by the Town from the Net Amount of Recovery after paying the Firm the contingent fee and the costs advanced by Firm.

15. **Termination of Engagement.** The Town may at any time terminate our services and representation upon written notice to the Firm. Such termination shall not, however, relieve the Town of its obligations to pay for costs or expenses incurred on behalf of the Town through the date of termination, as required by this Agreement.

If the Firm's representation of the Town is terminated by the Town, or the Firm withdraws for any reason other than the Firm's determination that the Town's claims are meritless, frivolous, or groundless, and the Town subsequently recovers any money based on the Town's claims, the Town shall pay the Firm an amount based on *quantum meruit*; i.e., reasonable value for the services the Firm has rendered not to exceed the fee that would have been earned by the Firm if the contingency described in this agreement had occurred.

Any dispute on the amount owed to the Firm based on *quantum meruit* shall be submitted to arbitration before the Judicial Arbitrator Group, Inc. in Denver, Colorado.

We reserve the right to withdraw representation at any time for failure to follow any recommendations or advice we may render to the Town. Please also be advised that should any conflict of interest arise in our representation of you, we may be required to withdraw our representation and you may need to obtain new counsel. In the event that the Firm terminates the engagement, we will take such steps as are reasonably practicable to protect the Town's interests in this matter at the time of termination.

16. **Retention and Disposition of Documents.** At the Town's request, following the termination of this engagement, we will return its papers and property. The Firm will retain our own files pertaining to the matter. We reserve the right to destroy or otherwise dispose of documents or other materials retained by us within a reasonable time after termination of the engagement.

17. **Post-Engagement Matters.** The Town has engaged the Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in applicable laws or regulations that could impact the Town's future rights and liabilities. If the Town separately engages us after completion of the matter to provide additional advice on issues arising from it, the Firm would be pleased to advise the Town with respect to future legal developments.

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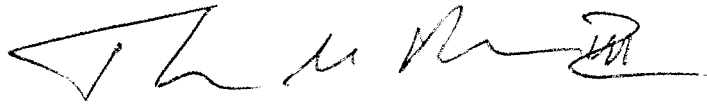
18. **Town's Representation of Understanding This Agreement.** The Town has the right to seek separate legal counsel (at the Town's expense) with respect to this Agreement.

19 **Execution.** This document has been executed in duplicate, and by signing this document, both the Town and the Firm acknowledge they have received a fully-executed copy of the document.

It is our goal to provide the Town quality legal services in this matter on a contingency basis. We will work hard to achieve the goals of this representation as set forth in this Agreement. Should the Town ever have any questions or concerns about our service, work product, billings, or any other aspect of our engagement, please let me know immediately so we can address the situation and better respond to the Town's needs. The Town should review this proposed Agreement carefully. If the Town finds this Agreement acceptable, please sign it. We look forward to representing the Town in this matter.

Sincerely,

ROTHGERBER JOHNSON & LYONS LLP



Thomas M. Rogers III

TMR:njs

AGREED TO AND ACCEPTED:

Town of Breckenridge

By: _____
Timothy J. Gagen

Its: Town Manager

Date: _____

EXHIBIT A

DISCLOSURE STATEMENT

Type of Attorney Fee Agreements:

I and the Breckenridge Town Council (the "Council") have been informed and understand that there are several types of attorney fee arrangements: (1) time based, (2) fixed, (3) contingent, or (4) combinations of these types of fee arrangements. "Time based" means a fee that is determined by the amount of time involved such as so much per hour, day or week. "Fixed" means a fee that is based on an agreed amount regardless of the time or effort involved or the result obtained. "Contingent" means a certain agreed percentage or amount that is payable only upon attaining a recovery regardless of the time or effort involved. I and the Council understand that not all attorneys offer all of these different types of fee arrangements, and acknowledges that the Town of Breckenridge (the "Town") has the right to contact other attorneys to determine if they may provide such other fee arrangements for the Town's case or matter. After such consideration or consultation, the Council has elected the fee arrangement set forth in the accompanying contingent fee agreement.

Specially Awarded Attorney Fees:

I and the Council have been informed and understand that the court or an arbitrator may sometimes award attorney fees in addition to amount of recovery being claimed. I and the Council understand that the fee agreement the Town enters into with the Town's attorney should contain a provision as to how any specially awarded fees will be accounted for and handled.

Expenses:

I and the Council have been informed and understand that there may be expenses (aside from any attorney fee) in pursuing the Town's claim. Examples of such expenses are: fees charged by expert witnesses, fees of investigators, fees of court reporters to take and prepare transcripts of depositions, and expenses involved in preparing exhibits. I and the Council understand that an attorney is required to provide the Town with an estimate of such expenses before the Council enters into an attorney fee agreement and that the attorney fee agreement should include a provision as to how and when such expenses will be paid. I and the Council understand that the fee agreement should tell the Town whether a fee payable from the proceeds of the amount collected on the Town's behalf will be based on the "net" or "gross" recovery. "Net recovery" means the amount remaining after expenses and deductions. "Gross recovery" means the total amount of the recovery before any deductions. The estimated amount of the expenses to handle the Town's case will be set forth in the contingent fee agreement.

The Potential of Costs and Attorney's Fees Being Awarded to The Opposing Party:

I and the Council have been informed and understand that a court or arbitrator sometimes awards costs and attorney fees to the opposing party. I and the Council have been informed and understand that should that happen in the Town's case, the Town will be responsible to pay such award. I and the Council understand that the fee agreement it enters into with the Town's attorney should provide whether an award against the Town will be paid out of the proceeds of

any amount collected on the Town's behalf. I and the Council also understand that the agreement should provide whether the fee the Town is obligated to pay the Town's attorney will be based on the amount of recovery before or after payment of the awarded costs and attorney fees to an opposing party.

Associated Counsel:

I and the Council have been informed and understand that the Town's attorney may sometimes hire another attorney to assist in the handling of a case. That other attorney is called an "associated counsel." I and the Council understand that the attorney fee agreement should tell the Town how the fees of associated counsel will be handled.

Subrogation:

I and the Council have been informed and understand that other persons or entities may have a subrogation right in what the Town recovers in pursuing the Town's claim. "Subrogation" means the right to be paid back. I and the Council understand that the subrogation right may arise in various ways such as when an insurer or a federal or state agency pays money to or on behalf of a claiming party like the Town in situations such as medicare, medicaid, worker's compensation, medical/health insurance, no-fault insurance, uninsured/underinsured motorist insurance, and property insurance situations. I and the Council understand that sometimes a hospital, physician or an attorney will assert a "lien" (a priority right) on a claim such as the one the Town is pursuing. Subrogation rights and liens need to be considered and provided for in the fee agreement that I and the Council reaches with the Town's attorney. The fee agreement should tell the Town whether the subrogation right or lien is being paid by the Town's attorney out of the proceeds of the recovery made on the Town's behalf and whether the fee the Town is obligated to pay the Town's attorney will be based on the amount of recovery before or after payment of the subrogation right or lien.

Alternative Attorney Compensation:

I and the Council have been informed and understand that if, after entering into a fee agreement with the Town's attorney, Council terminates the employment of the Town's attorney or the Town's attorney justifiably withdraws, the Town may nevertheless be obligated to pay the Town's attorney for the work done by the Town's attorney on the Town's behalf. The fee agreement should contain a provision stating how such alternative compensation, if any, will be handled.

I acknowledge that I received a complete copy of this Disclosure Statement and read it this ____ day of _____, 2011.

Town of Breckenridge:

By: _____
Timothy J. Gagen

Its: Town Manager

EXHIBIT B

FINAL DISBURSEMENT STATEMENT

Gross Recovery \$ _____

Itemization of expenses incurred in handling of case:

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total Expenses \$ _____

Amount of Expenses Advanced by Attorney:

\$ _____

Amount of Expenses Paid by Client:

\$ _____

Net Recovery (Gross Recovery Less Expenses Advanced by Attorney) \$ _____

Computation of Contingent Fee:

30% of Net Recovery: \$ _____

Disbursement to Client (Net Recovery Less Contingent Fee) \$ _____

Rothgerber Johnson & Lyons LLP

By signature, client acknowledges receipt of a copy of this disbursement statement this ___ day of _____, 20__.

Town of Breckenridge:

By: _____
Timothy J. Gagen

Its: Town Manager



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.

JUNE 2011

Tuesday, June 28; 3:00/7:30 p.m. Second Meeting of the Month

Tuesday, June 28, 6 p.m. Summit School District Board
Central Administration, 150 School Road, Frisco

Thursday, June 30; 12:00 noon Joint Upper Blue Master Plan (JUBMP) meeting;
BOCC Room County Courthouse, 208 E. Lincoln Ave.

JULY 2011

Monday, July 4 Festivities

Friday, July 8; 8:00 a.m.; location TBD Coffee Talk

Tuesday, July 12; 3:00/7:30 p.m. First Meeting of the Month

Tuesday, July 26; 3:00/7:30 p.m. Second Meeting of the Month

OTHER MEETINGS

1 st & 3 rd Tuesday of the Month; 7:00p.m.	Planning Commission; Council Chambers
1 st Wednesday of the Month; 4:00p.m.	Public Art Commission; 3 rd floor Conf Room
2 nd & 4 th Tuesday of the Month; 1:30p.m.	Board of County Commissioners; County
2 nd Thursday of every other month (Dec, Feb, Apr, June, Aug, Oct) 12:00 noon	Breckenridge Heritage Alliance
2 nd & 4 th Tuesday of the month; 2:00 p.m.	Housing/Childcare Committee
2 nd Thursday of the Month; 5:30p.m.	Sanitation District
3 rd Monday of the Month; 5:30p.m.	BOSAC; 3 rd floor Conf Room
3 rd Tuesday of the Month; 9:00 a.m.	Liquor Licensing Authority; Council Chambers
3 rd Thursday of the Month; 7:00p.m.	Red White and Blue; Main Fire Station
4 th Wednesday of the Month; 9a.m.	Summit Combined Housing Authority
4 th Wednesday of the Month; 8:30a.m.	Breckenridge Resort Chamber; BRC Offices
TBD (on web site as meetings are scheduled)	Breckenridge Marketing Advisory Committee; 3 rd floor Conf Room

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