



BRECKENRIDGE TOWN COUNCIL WORK SESSION
Tuesday, October 11, 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.*

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3:00 – 3:15 p.m.	I	<u>PLANNING COMMISSION DECISIONS</u>	2
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***ACTION ITEMS THAT APPEAR ON THE EVENING AGENDA** **41**

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: October 5, 2011

Re: Town Council Consent Calendar from the Planning Commission Decisions of the October 4, 2011, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF October 4, 2011:

CLASS C APPLICATIONS:

1. Breckenridge Stables Horse and Carriage (CN) PC#2011061

Continued to a future meeting.

2. Breckenridge Bike Bus (CN) PC#D11-283

Proposal to operate a “bike bus” (a four-wheeled cycle with seats for up to 16 passengers plus one driver) business within the Town. The passengers pedal to move the “bike bus”; the driver is not pedaling. The business will provide non-motorized transportation to local restaurants, shopping, lodging and events. Approved.

3. Gaymon Residence Change of Use (MGT) PC#2011057, 207 North Main Street

Change of use to existing commercial from to general commercial (retail/office) use to a 2,699 square foot full service sit-down restaurant, with a 600 square foot apartment in the upper level; removal of one existing historic door opening on the south side of the 10’ x 20’ one-story 1911 addition, and add one new door to the north side of the 1911 addition and a second door to the north side of the main portion of the Gaymon Residence as an entrance and exit for the residential unit on the upper floor. Approved.

4. Holman Residence (MGT) PC#2011062, 27 Sheppard Circle

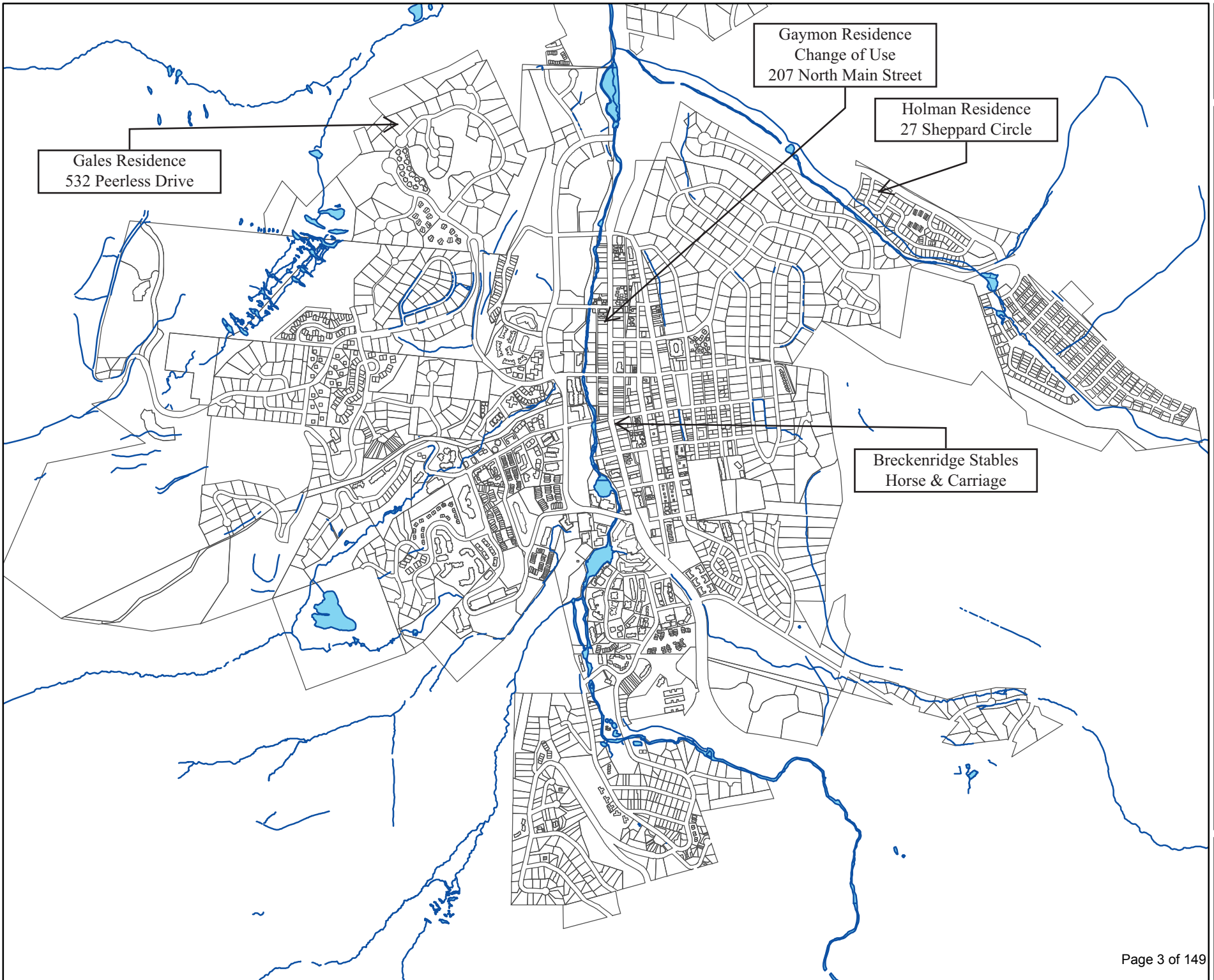
Construct a new single family residence to consist of 3 bedrooms, 3 bathrooms, 2,973 sq. ft. of density and 2,793 sq. ft. of mass for a F.A.R. of 1:3.10. Approved.

5. Gales Residence (JP) PC#2011058, 532 Peerless Drive

Construct a new single family residence to consist of 5 bedrooms, 8 bathrooms, 7,021 sq. ft. of density and 8,052 sq. ft. of mass for a F.A.R. of 1:5.05. Approved.

RESOLUTIONS:

1. PC Resolution 9: Recommendation that the Town Council add the Upper Blue Nordic Master Plan as a Correlative Document to the Town’s Comprehensive Plan. Adopted.



Gales Residence
532 Peerless Drive

Gaymon Residence
Change of Use
207 North Main Street

Holman Residence
27 Sheppard Circle

Breckenridge Stables
Horse & Carriage



NOT TO SCALE

printed 4/12/2011

Breckenridge South

Town of Breckenridge and Summit County governments
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PLANNING COMMISSION MEETING

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

ROLL CALL

Kate Christopher Dan Schroder Jim Lamb
Trip Butler Gretchen Dudney Michael Rath
Dave Pringle arrived at 7:33pm.

APPROVAL OF MINUTES

Ms. Dudney: On page four of the minutes, under “Staff had the following questions”, #1 says “yes to everything Mr. Mosher asked in the report with two exceptions.” Please strike the first comment after that, and replace it with “prefer stone at the base, but hope you work it out”. Then pick up with “and have you considered a heated courtyard”.

Ms. Dudney: On page five of the minutes, under item 2, please change “wood wouldn’t work with the snow” to “fiberboard wouldn’t work with the snow”.

With two changes, the September 20, 2011 Planning Commission meeting minutes were approved unanimously (6-0).

APPROVAL OF AGENDA

With no changes, the October 4, 2011 Planning Commission meeting agenda was approved unanimously (6-0).

CONSENT CALENDAR:

1. Breckenridge Stables Horse and Carriage (CN) PC#2011061
2. Breckenridge Bike Bus (CN) PC#D11-283
3. Gaymon Residence Change of Use (MGT) PC#2011057; 207 North Main Street
4. Holman Residence (MGT) PC#2011062; 27 Sheppard Circle
5. Gales Residence (JP) PC#2011058; 532 Peerless Drive

Mr. Schroder made a motion to call up the Breckenridge Stables Horse and Carriage, PC#2011061. Mr. Butler seconded, and the motion was carried unanimously (6-0).

Mr. Neubecker presented the Breckenridge Stables Horse and Carriage, PC#2011061. The current permit is expired and this is a renewal application. The Applicant offers tours through historic district, taxi service, special events, weddings, etc., primarily in the core of Town. Waiting area at corner of Washington and Main Street. We have not addressed hours of operation. There are a couple of restrictions. Primary issue is odor complaints from Mr. Robin Theobald, the owner of two buildings closest to the location in the right of way. It is the operator’s responsibility to clean up after the horses. We have added a condition of approval to clean out the storm sewer in that location twice per year. There has been a suggestion to move the operation across the street, near Welcome Center; however, the issue there is the bus stop and the rearrangement of the parking and shuttle stops. Right now horses do not have to cross Main Street traffic to start tours; want to avoid that if possible. There was an instance of the driver using alley to relieve himself. Staff and the Applicant would like to add a hitching post to hitch the horses to so the drivers can step across the street to the Welcome Center to use the facilities there. Public Works supports that idea, and is a condition of approval. Staff recommends approval, realizing that issues need to be discussed. The Theobalds are here to make comment and Staff appreciates the courtesy of the call-up.

Mr. Brad Bays, Applicant: I don’t have anything to add, but I am here to answer any questions you may have. We have addressed any issues that have come up and we are willing to do whatever needed to keep our business.

Mr. Robin Theobald, owner of the property most directly affected by this operation, Creatures Great and Small: (The Saddle Rock Society owns the Barney Ford Museum). After a year of sending emails to Mr. Neubecker about this project, the staff report did not reflect that. Oktoberfest last year was first time I communicated with Mr. Neubecker about the point. The report states 13 years for current operator. Our tenants have been in the location for at least 15 years and the operation has been at this location for at least this amount of time. For tenants that are long term tenants of a property on Main Street that pays property tax and contributes a great deal of sales tax, this is unfair. They have tolerated this for 15 years, not a good enough reason to keep it going. This is not about horses. I love horses. This is about a carriage operation for over 15 years at this location. It seems like after all this time it is an imposition on me as the property owner and my tenants. There have been

problems. The smell from the horse urine has been much worse in the past year. There has always been a condition that the urine needs to be washed down. Adding a condition about the washing does not seem to make a difference. Condition 18 was for adjacent property owner to allow the use of the water. They would have to hook up to the sink and stretch a hose out the door. I am not going to agree that they use the water for this purpose. It is not my obligation to see that a business that uses the town right of way put the burden on my tenants. After harassing Mr. Neubecker for a year, I have not even gotten the opportunity to be singled out in a staff report as having a problem. The hose broke inside the building one time. The horses are remarkably well trained, but there have been runaways, with a driver, that damaged cars and the horses too. The driver is there to protect the horses from the public. That is part of the reason the driver has to be there, not because the horses aren't trained, but because of the people. I don't think the hitching post is a solution and not in front of our building. The items that go into the storm drain go directly to the river. The findings in the report are inconsistent. Another thing that struck me is that Findings and Conditions indicate there was no other economic solution to this application. After time on the Breckenridge Planning Commission and many years on the Upper Blue Planning Commission, I have never seen a staff report that addresses the economic feasibility until this one. Let's talk about Scott and Jan's (the Magnusons, owners of Creatures Great and Small) economic feasibility. One suggestion was to move a block south. Just moving it from one property to another is abusive, it will be another property owner complaining. In front of the Welcome Center they will have to pull out from the new curb into the lane of traffic. There is a shuttle stop on our side of the street too, so the shuttle stop is a complete wash. Whether you think the carriage is a great promotion for Breckenridge, or whether you think the smell from the urine is unbearable, don't you think it is time for you to review this and change it? (Ms. Dudney: Would you be satisfied if it was moved to the Welcome Center?) To me, I think that would be a much better place. (Mr. Schroder: Do you like have the carriage in town?) This is not about the horses; I am all in favor of businesses in Breckenridge.

Ms. Patty Theobald, Board Member of the Saddle Rock Society (Owner of the Barney Ford Museum and the Tin Shop): We have been negatively impacted by the carriage driver coming down the alley between Washington and Adams where the dumpsters are because he can relieve himself there by the dumpsters. Whether it is a hitching post or having the stop changed to in front of the Welcome Center would help. The smell is a little bit intrusive when we have events on the lawn, primarily non profits where everyone enjoys standing on the lawn but they are right over the parking area for the carriage. I support the carriage as an entity. I want to present a photo of the street, the stains on the street are where the odor originates. (Presented a photograph to the Planning Commission.) I support moving the carriage stop to another location in Town.

Ms. Jan Magnuson, owner of Creatures Great and Small for 26 years: Brad (Mr. Bays, the Applicant) has been good; if there is an issue we can call him, and he does resolve it, but that is short term. We don't feel it is our responsibility to monitor his employees. This summer the odor was very bad. We only have access to water from about mid May to about now; there is no access to water from October to May, so that is a concern as far as the water. We think the Information (Welcome) Center would be a much more feasible location, they have year round water, people come inside to wait in our shop when it is cold whereas the Information Center has more room. The customers could be waiting at the Information Center, browsing information there, provides a nice waiting area that will not create congestion at our store, which prevents people who do want to come in and shop at our location. We think that if you set up some requirements since they clean up not very regularly, we would like to see some requirements for how frequently they clean up. When people smell that smell, we hear comments continuously from guests "oh my gosh, what is that smell?" Adding to what Robin (Mr. Theobald) said, we do have concerns; the drivers do leave the carriage on occasion. I can remember three runaways, one with driver, two without, but injuries were involved; people do crazy things; to me it would make me very nervous to leave the carriage unattended. That is an accident waiting to happen. There would also be potential for a lawsuit.

Mr. Brad Bays, Applicant: I am sitting back there listening and issues were raised that I was unaware of, like how much the businesses have been impacted. We have policies set up to address these issues; the drivers bring down three five-gallon buckets to wash down the urine. I can come down daily and wash if needed. Normally when drivers have to use facilities, they call us and we come down and watch the horses. The driver in question who used the alley is no longer employed by us. If anything misses the diaper, they have to go back and clean up. They are not supposed to leave the horses ever. If there is a substance we need to put on the odor we will. We want to make sure we don't offend anyone in the community. (Ms. Dudney: Why do you prefer the existing location?) We can drive down Adams Avenue and take a right on Main Street without having to cross the traffic. (Mr. Schroder: That is a clockwise rotation?) Yes. (Ms. Christopher: All right turns?) Exactly. We could turn any way, but when traffic is stopped on Main Street, it can be problematic. (Mr. Butler: For the odor, the Town of Breckenridge has pump trucks and Summit County has noxious weed trucks. Find one that is out of service, buy it and wash down the area with a water truck.) We do have water truck that we could wash the street with daily. In the winter, it is not as much of an issue. In the summer, when it is hot, yes, we can send the water truck down there once a day to wash down. Also, I am checking into bags that they put under the horse to catch urine as well. The urine issue, I believe there is a

way to water it down. (Ms. Dudney: How do you feel about hitching post?) I think it is great; we will still come down when the horses are at the hitch when the driver needs to use the facilities to hold the horses. (Mr. Pringle: Is there anything that we can do that would satisfy you or should we look at another location? There is a sign that says yield to pedestrians; perhaps it could say yield to pedestrians and carriages.) Main thing here is the odor. With the odor we can water down more, do whatever is recommended. If the driver watering down the street is not enough, we can run the water truck weekly or daily as needed. (Mr. Pringle: Why has that not been occurring now?) We take care of it as requested. I was unaware of problems since last Oktoberfest. (Mr. Pringle: I have been around horses my whole life, when you are not used to it, it can be pretty annoying.) (Ms. Christopher: Safety wise, there would be more little kids reaching for the horses at the Welcome Center location; something to consider.)

Mr. Theobald: Winter time problem is not odor; it is using the Creatures Great and Small as a waiting room. The night of the John Hyatt/Lyle Lovett concert there were people retching from the odor. I think the problem is that Brad (Mr. Bays) is unaware of this. Since the Town is permitting this, why is the Town not sending the street sweeper by twice daily? Imagine that! Moving it across the street makes the one who is permitting this to suffer (Town).

Mr. Scott Magnuson, owner of Creatures Great and Small: We have been talking to Brad (Mr. Bays) for years, he is good about when we call, but this has to be done every day. One bucket of water on the urine is not enough. (Mr. Bays: We can run the water truck every day. I think the benefit of having it down there outweighs any issues. We are willing to do whatever it takes. Several hundred gallons of water will take care of it. We have staff throw buckets on it. If we need to be running the water truck down there daily, we will.)

Mr. Theobald: To answer Mr. Pringle's question, 15 years is long enough, it has got to move. There is no solution that will satisfy me in the existing location.

Ms. Theobald: That carriage blocks the entire business from view. Our business has suffered the consequences of another business running in that location. Having to entertain that business's customers, drivers getting warm, all that commotion, blocking driveway, it's not fair for the Town of Breckenridge to permit a business to run which pay no taxes, no property tax, no sales tax, no permit fee, move it around so it does not affect our businesses any more. (Ms. Christopher: It is the same as vendor carts in front of another business.) (Mr. Theobald: Vendor carts pay sales tax and are not allowed in the right of way. This business is allowed to operate in the right of way.) Our business, we own the property, we lease to a retailer to do business and the Town comes in and moves it in front of our business.

Mr. Bays: We used to be right in front of Creatures Great and Small, but there is a shuttle stop there now, we are moved forward to corner as far north as we can go. Perhaps that will keep people from going into their shop; last winter we were right out front.

Commissioner Questions / Comments

Mr. Lamb: I would like to explore the Welcome Center location, additional hosing every day. Understand need to address more children over there at the Welcome Center. Left and right turns can be figured out. Stands to reason to be in front of Welcome Center. (Mr. Neubecker: Staff recommends we make a decision on this application, in this location. We can't make a decision for Streets, Public Works, etc.) (Mr. Rath: We don't have the rationale for the existing location. It was put here for a reason.)

Mr. Butler: If there is a Finding that Brad (Mr. Bays) is responsible for mucking out twice annually, can we add a Condition that between x date and y date that they must do the daily watering?

Ms. Christopher: I agree with the water truck to clean daily and the fact that they have moved north may help. On signage, maybe add on that says "Please use the Welcome Center for waiting in cold". Need to direct people to where they need to be.

Mr. Rath: I too grew up on a farm. The odors can be kept under control, but takes a significant amount of policing of employees. Not knowing why it got placed in this location originally makes it difficult. I am concerned about putting a landmark business out of business. I don't think we have all the information to make a recommendation one way or the other. (Ms. Christopher: I would be ok with moving the location if Town Council is ok. I would like to see the business in best place.) (Mr. Lamb: Perhaps there is time to take another look to weigh in on situation.)

Mr. Pringle: Maybe this location is no longer appropriate as it impacts property owners and tenants in way that cannot be mitigated; perhaps it's time to move across the street. It would take that problem away from Creatures Great and Small. We should work hard to make sure that does not happen. Help the Applicant find a more

appropriate location, work with Streets Department to mitigate any of the unpleasant odors. I don't particularly mind the smell, but I know it can be overwhelming to others. Great business for the Town; but time to move across the street.

Ms. Dudney: I agree this is a Town amenity, prefer it to be located at the Welcome Center, but need proviso for cleaning and water truck. I do not agree with hitching post.

Mr. Schroder: I had no idea where we were headed with this application. (Mr. Bays: Can I request a continuance?) We all know it is a public benefit, no one said get rid of it, but there is a need to share burden of this business, understand the impact to streets and community. Five of us indicate moving across the street, one keep where it is, and one needs more information.

Mr. Lamb made a motion to continue the Breckenridge Stables Horse and Carriage, PC#2011061, to a future meeting. Ms. Christopher seconded. (Mr. Neubecker: Are you operating now?) (Mr. Bays: We are shut down now until mid November.) (Mr. Neubecker: We would need to get this resolved soon, before starting operating again.) The motion was approved unanimously (7-0).

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

RESOLUTIONS:

1. Planning Commission Resolution #9: Upper Blue Nordic Master Plan (SR)

Mr. Reid presented. The Upper Blue Nordic Master Plan (UBNMP) outlines recommendations for preserving or improving Nordic skiing access and opportunities in the Upper Blue basin. It is intended as a reference in planning development review, for outlining management goals of the two Nordic centers, in seeking ways to improve backcountry ski access, and for formulating comments for travel management planning (e.g. U.S. Forest Service planning process).

The original UBNMP, approved by the Breckenridge Town Council in 2001, provided clear direction for the protection of existing Nordic routes, construction of new routes, and the establishment of the Gold Run Nordic Center. Since 2001, many of the goals outlined in the UBNMP were accomplished, leading to a revision process undertaken in 2010 and 2011.

The revision process involved convening a UBNMP review committee including representatives from Summit County Government, the U.S. Forest Service, the Breckenridge Open Space Advisory Committee, Backcountry Snowsports Alliance, Nordic ski concessionaires, Summit Huts, the local ski racing community, and Town of Breckenridge Planning and Recreation Department staffs. The group reviewed, discussed, and revised the existing Nordic document, leading to the attached updated plan.

The Open Space and Trails Division requested the Planning Commission review the presented revised Upper Blue Nordic Master Plan and approve a resolution to make the document a correlative document to the Town of Breckenridge Comprehensive Master Plan.

Commissioner Questions / Comments:

Mr. Pringle: What are the major changes? (Mr. Reid: The old document stated the Gold Run location should be considered for a new Nordic center, which has now been operating for many years. We changed a lot of the content regarding specific trails that were not captured in the first document. This document identifies backcountry touring and alpine touring routes.) (Mr. Grosshuesch: We fully realize this is not your area of expertise. This has been fully vetted by BOSAC, an UBNMP subcommittee, it was a year and a half development process and the way the system works is Town Council needs a recommendation from Planning Commission on this. If you are uncomfortable, rest assured, it has been thoroughly vetted.)

Ms. Dudney: Is there anything controversial? (Mr. Reid: Not that I am aware of, this is purely a vision document. There are no dollars associated with it; items would be dependent on planning, funding, budget processes of the Town and the County as many items take place outside of Town of Breckenridge boundaries.) The only private entity is the Breckenridge Nordic Center? (Mr. Reid: There are some non profits that are non-governmental.) They were all consulted? (Mr. Reid: Yes.) The Breckenridge Nordic center also? (Mr. Reid: Yes. Also the Summit Nordic Ski Club.) (Mr. Truckey: The County and the Forest Service as well. This document is entirely consistent with Golden Horseshoe plan. First edition of this plan was to develop Gold Run Nordic, which has happened.)

Mr. Schroder made a motion to adopt Planning Commission Resolution #9, recommending the Town Council add the Upper Blue Nordic Master Plan as a correlative document to the Town's Comprehensive Plan. Ms. Christopher seconded.

Mr. Pringle: I hate to be a stickler, but there is no mention of Father Dyer anywhere, he did Nordic skiing in early days, and many of the trails were used by miners. Father Dyer's portrait is at the State Capitol; it seems like he should be mentioned. (Mr. Butler: Shouldn't there be a separation of church and state?)

Ms. Christopher: Is this supposed to be the history of Nordic skiing, or just what you have been doing? (Mr. Reid: It does mention Trygve Berge and Sigurd Rockne.) (Mr. Truckey: We could add a short paragraph about that, no problem.) (Mr. Pringle: If you don't capture history now, it will be lost forever.)

Mr. Schroder amended his motion to add a paragraph on the historical figures of Nordic skiing and the motion was then carried unanimously (7-0).

OTHER MATTERS:

Mr. Neubecker: Some Town Council Updates.

Solar Gardens: The Town is looking into solar gardens, which are large solar panels not associated with a building. We are having an open house here in Council Chambers on October 13th at 5:30pm. We anticipate a development permit application on the October 18th Planning Commission agenda. Please attend, and let anyone know who might be interested. (Mr. Rath: Any idea how many kilowatts?) (Ms. Puester: Two megawatts.) (Mr. Pringle: Where are the locations?) McCain or Stillson. (Mr. Grosshuesch: Stillson is probably not going to work; it is too carved up with easements, and there are shadow issues.)

Vendor Carts: Presentation last week to Town Council with vendor carts. Originally Town Council was moving toward a prohibition and not renewing existing licenses once they expired. Town Council had change of heart. Audience members who are permit holders came to the meeting and spoke. Town Council directed us to go back and get some design guidelines and look at fees more closely, so Staff is working on that.

Miller Annexation: This is behind the BBC, and has come back with some changes, one of which was to incorporate more commercial into the site, plus perhaps some type of assisted living, changes to unit mix to still meet affordability matrix but change to type of units (townhome etc.).

Burn Permits: Staff is working on a couple of burn permits, one in the Warrior's Mark area and others jointly between the Town of Breckenridge and Red White and Blue. Will have to wait until there is appropriate weather.

Block 11 Housing: The reins have been pulled back so as not to compete with other affordable housing. Still designated as housing, but not happening as soon. From school property all the way down to CMC.

Valley Brook: The Valley Brook project won seven awards in this year's Parade of Homes, including best floor plan, best curb appeal, best energy efficiency, best views. Staff is very happy about that, we even got some contracts out of the Parade. (Ms. Christopher: Are the units all sold? I am just curious.) There are four left.

Mr. Pringle: Is the Tiger Dredge park plan going forward? (Mr. Grosshuesch: Probably, pretty strong resolve on part of a couple of Council members to put a park on Tiger Dredge. To be discussed at the Town Council retreat on November 9, Wednesday. They have not acted on anything for that yet.)

Mr. Neubecker: Several of you are attending the Historic Preservation Training on Friday. What other training would you like? The quasi-judicial training webinar is available. (Mr. Schroder: The situation tonight became a worksession and it unraveled a little bit; I was not sure how to reel it in. (Ms. Dudney: You did a great job, closing public comment.) (Mr. Pringle: Sometimes you can't follow the script on those items.) The webinar on quasi-judicial hearings may be good for that issue. Staff will also let you know about Town sponsored trainings that may be of interest to you, including how to run a great meeting.

Mr. Pringle: Please include Olaf Pederson in the little historic paragraph about the Upper Blue Nordic Master Plan.

ADJOURNMENT:

The meeting was adjourned at 8:32 p.m.

Dan Schroder, Chair

Memorandum

TO: Town Council
FROM: Tom Daugherty, Town Engineer
DATE: October 6, 2011
RE: Public Projects Update

Airport Road Sidewalk

The Airport Road sidewalk work continues. Utility relocations needed for the project have been completed. Sidewalk installation has begun and will continue through October as weather permits.

Main Street Project

The project is progressing as scheduled and should be completed at the end of October.

Blue River Repair at Gondola Lot

The large runoff this last year caused some scour to occur under the retaining walls next the North Gondola Lot. A contractor will be repairing the wall the week of October 17.

F-lot Drainage Repair

We are putting in a new french drain and dry well at the southwest corner of the bus stop to keep the ponding from occurring.

Army Corps of Engineers Blue River Project

Tetra Tech has been hired by the ACOE to perform the scoping portion of this project. Staff has met several times with Tetra Tech to supply input and help to push this project forward. As part of this scoping document, the ACOE requires 2 alternatives that we believe have now been established.

In both design alternatives, the river is generally located in its current area. This alignment was based on cost, the connection to existing wildlife habitats, and property ownership. Significant design options include whether to line the river or utilize water table levels to maintain stream flow; and whether to fix the alignment of the river or allow it to meander through the corridor. Once the alternatives are presented to the ACOE, they will perform an environmental benefits analysis to determine which design options have the greatest value.

Staff would like to review this project with Council, as you have not seen it in quite awhile. A set of preliminary drawings will be available at the work session to show the project corridor.

MEMO

TO: Mayor & Town Council
FROM: Tim Gagen, Town Manager
DATE: October 5, 2011
SUBJECT: Committee Reports for 10.11.2011 Council Packet

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

Summit County Wildfire Council	Matt Thompson	September 15, 2011
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- I. **Follow-up Discussion on Proposed Changes to WUI (Wildland Urban Interface) Boundaries:**
Based on discussion at the July Wildfire Council meeting, the designated subcommittee presented a revised WUI map. The revised WUI boundary extends ½ mile from all improved areas, includes the I-70 corridor and incorporates special areas of interest such as Straight Creek and Keystone. These revisions reflect the original intent of the WUI boundary to include all areas within ½ mile of development, as well as areas of special concern to the community such as transportation routes and waterways.
- II. **Dan Gibbs reported that Colorado’s Emergency Fire Fund (EFF) is not currently meeting the state’s wildfire suppression needs.** Discussion followed on how this might affect Summit County wildfire funds. The state collects \$1 million from all counties, including \$21,000 from Summit County (county only; other municipalities don’t pay into the fund). However, in 2011 fire suppression in Colorado has cost over \$11 million, with the state backfilling the difference. This situation has prompted a re-evaluation of the county contribution formula. A revised contribution probably will not greatly affect the county’s wildfire funds.
- III. **Education and Outreach Update:** Dan Schroder reported on the Beetle Art project. Seven beetles were on display throughout Frisco and Breckenridge all summer, and garnered considerable public interest. The beetles were then displayed and auctioned at Beetle Fest in September, resulting in the sale of all seven beetles and helping the Town of Frisco to nearly break even on the project. Dan’s educational outreach has included reaching out to church groups, talking to people at Dillon Farmer’s Markets, organizing Forestry in the Field hikes and speaking to individual homeowners.

Dan Schroder and Kim Scott will present at the National Fire Protection Conference “Backyards and Beyond” in October. Local fire districts will hold their annual open house on October 12. Eileen Davies reported that Beetle Fest is going to morph into “Autumn Spectacular” next year, with more emphasis on forest health. Frisco is trying to create programs more reflective of the town’s character and more educational in nature. Kim Scott is piloting the “Masters of Disaster” program for 3rd graders at Upper Blue and Breckenridge Elementary schools. Joel Cochran has presented the same program at Dillon Valley Elementary, and commented that the programming is not consistent throughout the school district.

County Youth Initiatives	Rick Holman	September 23, 2011
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Please see attached memo.

CMC Advisory Committee	Tim Gagen	September 29, 2011
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Key items reported on include:

1. CMC is proceeding with the outdoor classroom project this year, which was part of the original design of the Breckenridge campus.
2. The new bachelor’s degree program is going well with all slots filled.
3. Overall, CMC is weathering the economic downturn fairly well including the drop in assessed value.
4. The theatre at the Breckenridge campus has been upgraded with a new HD projector. The use of the various classrooms and the theatre by the community has been strong.
5. CMC now has a liquor license which allows it to expand the culinary programs which are very popular.
6. They are negotiating for a building and parking lot in Dillon to expand their space there.

Committees	Representative	Report Status
CAST	Mayor Warner	Verbal Report
CDOT	Tim Gagen	No Meeting/Report
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	No Meeting/Report
Wildfire Council	Matt Thompson	Included
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
CMC Advisory Committee	Tim Gagen	Included

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

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



MEMORANDUM

To: Mayor and Town Council
From: Rick Holman, Chief of Police
Date: October 3, 2011
Subject: Focus Group to Discuss "Youth Centered Activities"

On September 23, 2011, the Summit Foundation hosted a focus group to discuss the delivery of youth centered activities in Summit County. The Summit Foundation had recently received multiple "Special Initiative" proposals related to youth activities and they wanted to convene a meeting with service providers to gain clarity on what are the most urgent needs for youth in Summit County.

Erin Socks, from the Breckenridge Recreation Center, and I, represented the Town at this focus group. Prior to the meeting, I provided Lee Zimmerman with a copy of the 2006 "Summit County Youth" report that was commissioned by the Town. After attending this meeting, I thought it was important for the Mayor and Town Council to know that the recommendations made in the 2006 report are still holding true today and recommendations coming out of this latest focus group also align with our 2006 report. Those needs are:

- Providing a positive environment and activity for youth outside their normal school hours
- Character education and leadership opportunities for youth
- Parental engagement and learning opportunities

Much of the discussion at the focus group was centered around the challenges in providing these types of activities for youth in Summit County. Those challenges were identified as:

- Fiscal Resources – committing dollars for programming, staff, and facilities
- Transportation – how do we get the kids to the programs
- Quality- must be meaningful and meet licensing requirements as required by State

As I was listening to the discussion in the room, I noted that many of the participants were discussing the need for more programs similar to the "After School" and "Summer Day Camp" programs the Breckenridge Recreation Center offers. This type of program fills a major void in after school activities for youth in Summit County. The programs that have been established at our Recreation Center for youth are truly "one-of-a kind" in the county. The challenges identified above have been overcome due to the Council's financial commitment to the Recreation Center, we have licensed staff, and transportation needs are met through a partnership with the elementary schools to have children on buses dropped off at the center. This year, we have recreation staff driving a small bus to Frisco Elementary School to transport kids back to our recreation center.

Over the past several years, the Town Council has continued to place a high priority on youth activities and addressing those risk factors that are prevalent in our resort community for youth. I wanted to brief the council on this most recent meeting and let you know the report we commissioned 5 years ago is still being used as a template to guide discussions and also point out that others recognize and appreciate the resources you provide that allow our after school programs to exist.

FINANCIAL MEMORANDUM

TO: TIM GAGEN, TOWN MANAGER
FROM: CLERK AND FINANCE DIVISION
SUBJECT: AUGUST NET TAXABLE SALES & RETT REPORTING
DATE: 10/5/2011

This memo explains significant items of note in relation to sales that occurred within the Town of Breckenridge in the month of August. Real Estate Transfer Tax, including an analysis of the monthly “churn” and sales by property type, is also included.

New Items of Note:

Net Taxable Sales

- Overall, Net Taxable sales for August were up 12.6% over 2010 & also exceeded 2006 #s. Until July, we were tracking slightly behind 2006 #s.
- Every category except for Supplies tracked ahead of prior year.
- We have several outstanding supplies returns that, after filing, I expect to bring the Supplies category approximate to (or possibly slightly ahead of) prior year.
- Restaurants and Short Term lodging continue to track quite well & had their best sales in August ever (also had best July ever). Grocery / Liquor also had its best month August ever. Retail continues to stay strong & the decline we were seeing a few months ago, seems to have ceased for the time being.
- The Tourism Ratio, previously provided, has been updated to include the summer of 2011. The ratio has fallen by 6.8% from prior year. However, this can be attributed to the increase in short term lodging and not a decline in other tourism categories.

Real Estate Transfer Tax

- Total September collections exceeded prior year, but fell behind budget by 5.3%
- Overall YTD collections are improving versus prior year, and are currently behind prior year by 1.4%. Even more notable, is the fact that the “churn” is tracking ahead of prior year by 20.8%. Therefore, it appears that we have had less new construction than prior year, but re-sales seem to have picked up, as compared to last year.
- Sales of single family homes continue to be up a material amount from prior year.

Continuing Items of Note:

- Net Taxable Sales are reported in the first Council meeting following the due date of the tax remittance to the Town of Breckenridge. Taxes collected from the customer by the vendor are remitted to the Town on the 20th of the following month.
- Quarterly taxes are reported in the last month of the period. For example, taxes collected in the first quarter of the year (January – March), are include on the report for the period of March.
- Net Taxable Sales are continually updated as late tax returns are submitted to the Town of Breckenridge. Therefore, you may notice slight changes in prior months, in addition to the reporting for the current month.

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

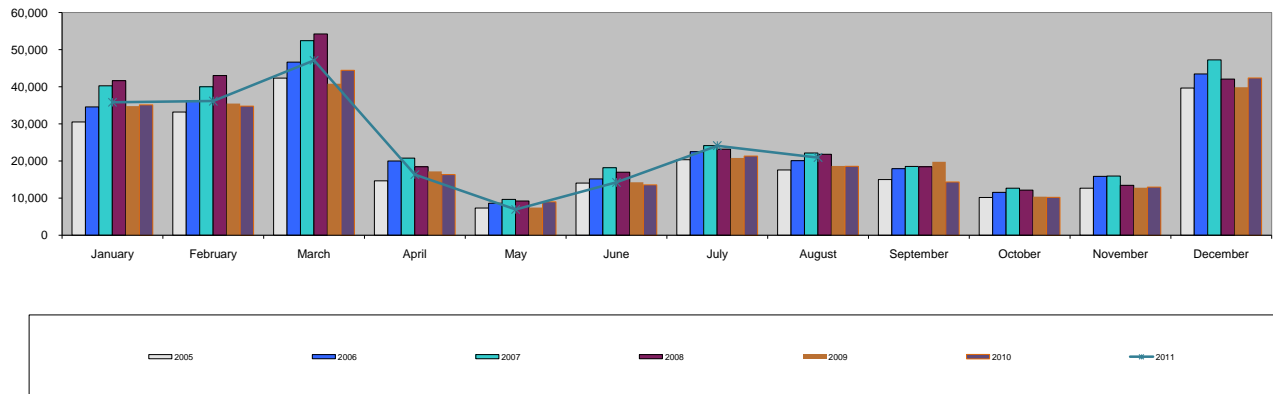
(in Thousands of Dollars)

Total - All Categories*

* excluding Undefined and Utilities categories

	Actual 2005	YTD 2005	Actual 2006	YTD 2006	Actual 2007	YTD 2007	Actual 2008	YTD 2008	Actual 2009	YTD 2009	Actual 2010	YTD 2010	Actual 2011	YTD 2011	Monthly 10-11	YTD % Change 10-11
January	30,549	30,549	34,589	34,589	40,283	40,283	41,665	41,665	34,783	34,783	35,105	35,105	35,805	35,805	2.0%	2.0%
February	33,171	63,720	36,236	70,825	40,034	80,317	43,052	84,717	35,453	70,236	34,791	69,896	36,128	71,933	3.8%	2.9%
March	42,370	106,090	46,603	117,428	52,390	132,707	54,237	138,954	40,810	111,046	44,485	114,381	47,100	119,033	5.9%	4.1%
April	14,635	120,725	19,963	137,391	20,758	153,465	18,483	157,437	17,171	128,217	16,346	130,727	16,370	135,403	0.1%	3.6%
May	7,355	128,080	8,661	146,052	9,629	163,094	9,251	166,688	7,475	135,692	8,999	139,726	6,969	142,372	-22.6%	1.9%
June	14,043	142,123	15,209	161,261	18,166	181,260	16,988	183,676	14,286	149,978	13,557	153,283	14,235	156,607	5.0%	2.2%
July	20,366	162,489	22,498	183,759	24,168	205,428	23,160	206,836	20,788	170,766	21,346	174,629	24,131	180,738	13.0%	3.5%
August	17,625	180,114	20,071	203,830	22,125	227,553	21,845	228,681	18,656	189,422	18,603	193,232	20,948	201,686	12.6%	4.4%
September	15,020	195,134	17,912	221,742	18,560	246,113	18,481	247,162	19,806	209,228	14,320	207,552	0	201,686	n/a	n/a
October	10,170	205,304	11,544	233,286	12,687	258,800	12,120	259,282	10,410	219,638	10,226	217,778	0	201,686	n/a	n/a
November	12,647	217,951	15,877	249,163	15,943	274,743	13,483	272,765	12,809	232,447	12,985	230,763	0	201,686	n/a	n/a
December	39,687	257,638	43,431	292,594	47,258	322,001	42,076	314,841	39,859	272,306	42,343	273,106	0	201,686	n/a	n/a
Totals	257,638		292,594		322,001		314,841		272,306		273,106		201,686			

2011 Monthly Sales Tax Activity (in thousands of dollars)



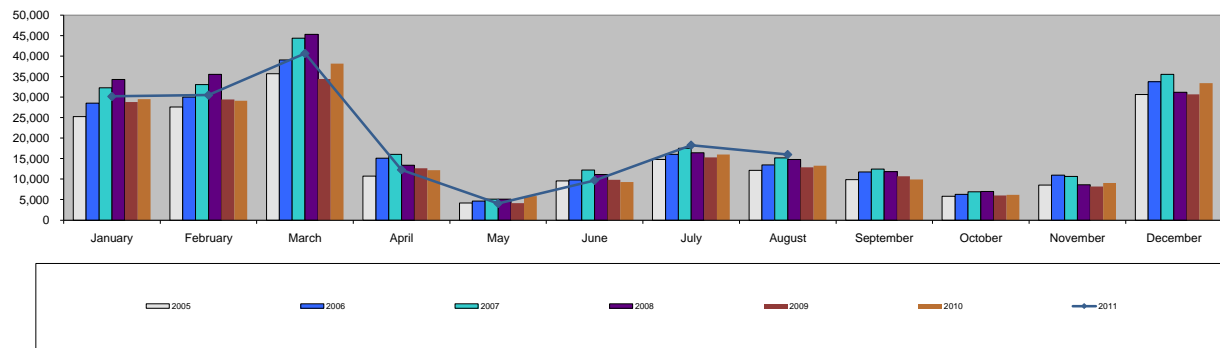
**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Retail-Restaurant-Lodging Summary

	2005		2006		2007		2008		2009		2010		2011		Monthly 10-11	YTD % Change 10-11
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD		
January	25,240	25,240	28,528	28,528	32,258	32,258	34,290	34,290	28,802	28,802	29,538	29,538	30,174	30,174	2.2%	2.2%
February	27,553	52,793	29,972	58,500	33,039	65,297	35,511	69,801	29,401	58,203	29,090	58,628	30,504	60,678	4.9%	3.5%
March	35,705	88,498	39,051	97,551	44,390	109,687	45,338	115,139	34,428	92,631	38,136	96,764	40,676	101,354	6.7%	4.7%
April	10,773	99,271	15,134	112,685	16,025	125,712	13,410	128,549	12,653	105,284	12,154	108,918	12,281	113,635	1.0%	4.3%
May	4,179	103,450	4,647	117,332	5,146	130,858	5,111	133,660	4,125	109,409	5,836	114,754	4,077	117,712	-30.1%	2.6%
June	9,568	113,018	9,789	127,121	12,225	143,083	11,112	144,772	9,829	119,238	9,302	124,056	9,713	127,425	4.4%	2.7%
July	14,766	127,784	16,038	143,159	17,499	160,582	16,446	161,218	15,305	134,543	15,993	140,049	18,296	145,721	14.4%	4.1%
August	12,122	139,906	13,446	156,605	15,167	175,749	14,815	176,033	12,859	147,402	13,261	153,310	16,002	161,723	20.7%	5.5%
September	9,897	149,803	11,761	168,366	12,418	188,167	11,794	187,827	10,705	158,107	9,894	163,204	0	161,723	n/a	n/a
October	5,824	155,627	6,248	174,614	6,934	195,101	6,977	194,804	5,986	164,093	6,143	169,347	0	161,723	n/a	n/a
November	8,557	164,184	10,963	185,577	10,650	205,751	8,637	203,441	8,234	172,327	9,068	178,415	0	161,723	n/a	n/a
December	30,619	194,803	33,736	219,313	35,517	241,268	31,211	234,652	30,667	202,994	33,363	211,778	0	161,723	n/a	n/a
Totals	194,803		219,313		241,268		234,652		202,994		211,778		161,723			

2011 Monthly Sales Tax Activity (in thousands of dollars)



Tourism Ratio (Retail + Restaurant)/Lodging

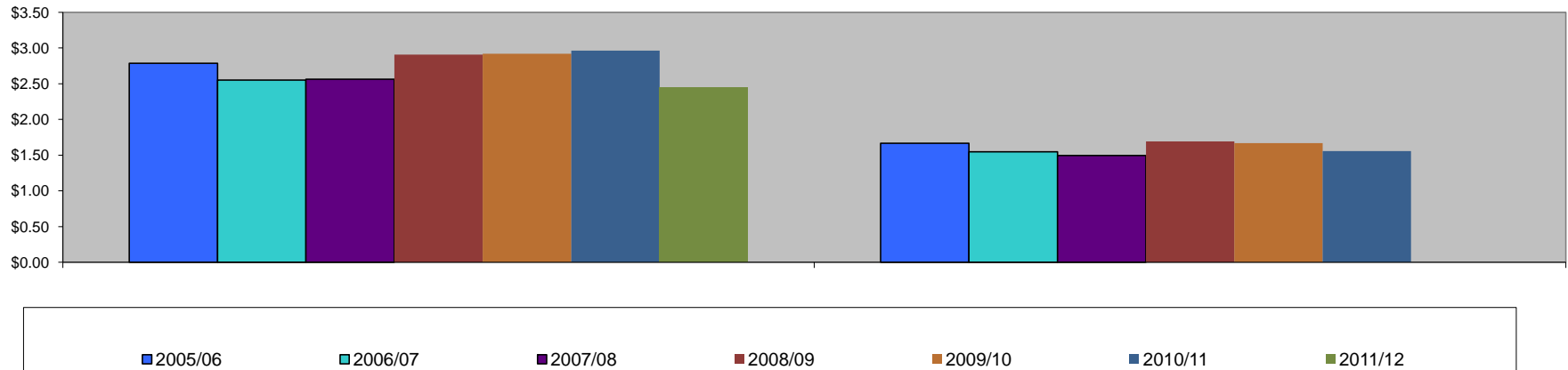
Tourism Ratio

(Retail + Restaurant) / Short Term Lodging

For every \$1 spent in Short-Term Lodging, how much is also spent in Restaurant + Retail

	2005		2006		2007		2008		2009		2010		Monthly 09-10	2011		Monthly 10-11	YTD % Change 10-11
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD		Actual	YTD		
January	\$1.44	\$1.44	\$1.38	\$1.38	\$1.28	\$1.28	\$1.21	\$1.21	\$1.37	\$1.37	\$1.36	\$1.36	-0.6%	\$1.46	\$1.46	6.9%	6.9%
February	\$1.34	\$1.39	\$1.31	\$1.34	\$1.21	\$1.24	\$1.15	\$1.18	\$1.28	\$1.33	\$1.35	\$1.36	5.3%	\$1.37	\$1.41	1.5%	4.1%
March	\$1.24	\$1.33	\$1.17	\$1.27	\$1.11	\$1.19	\$1.00	\$1.11	\$1.23	\$1.29	\$1.37	\$1.36	11.5%	\$1.21	\$1.33	-11.6%	-2.5%
April	\$2.09	\$1.39	\$1.92	\$1.34	\$1.64	\$1.24	\$1.87	\$1.17	\$2.01	\$1.36	\$1.98	\$1.42	-1.5%	\$2.03	\$1.39	2.6%	-2.1%
May	\$4.88	\$1.45	\$3.86	\$1.39	\$4.58	\$1.29	\$3.92	\$1.21	\$5.18	\$1.41	\$6.55	\$1.50	26.3%	\$3.92	\$1.43	-40.1%	-4.9%
June	\$2.86	\$1.53	\$3.33	\$1.47	\$2.75	\$1.37	\$2.79	\$1.29	\$2.84	\$1.49	\$3.63	\$1.59	27.7%	\$2.84	\$1.50	-21.8%	-5.8%
July	\$2.50	\$1.61	\$2.39	\$1.55	\$2.45	\$1.45	\$2.63	\$1.38	\$2.70	\$1.59	\$2.82	\$1.69	4.3%	\$2.32	\$1.58	-17.7%	-6.6%
August	\$3.07	\$1.69	\$2.71	\$1.62	\$2.68	\$1.53	\$3.18	\$1.47	\$3.13	\$1.67	\$3.11	\$1.78	-0.9%	\$2.57	\$1.65	-17.2%	-6.8%
September	\$3.60	\$1.77	\$3.36	\$1.70	\$3.07	\$1.59	\$2.58	\$1.52	\$3.11	\$1.74	\$3.57	\$1.84	14.9%	\$0.00	\$1.65	n/a	n/a
October	\$4.15	\$1.82	\$3.79	\$1.74	\$3.61	\$1.63	\$3.58	\$1.56	\$3.20	\$1.77	\$3.84	\$1.89	19.8%	\$0.00	\$1.65	n/a	n/a
November	\$3.02	\$1.86	\$2.73	\$1.78	\$2.82	\$1.67	\$3.27	\$1.60	\$3.03	\$1.82	\$2.95	\$1.93	-2.7%	\$0.00	\$1.65	n/a	n/a
December	\$1.45	\$1.79	\$1.40	\$1.72	\$1.29	\$1.61	\$1.32	\$1.56	\$1.23	\$1.71	\$1.35	\$1.82	9.7%	\$0.00	\$1.65	n/a	n/a

2011 Monthly Tourism Ratio



Summer season includes 1st year in range

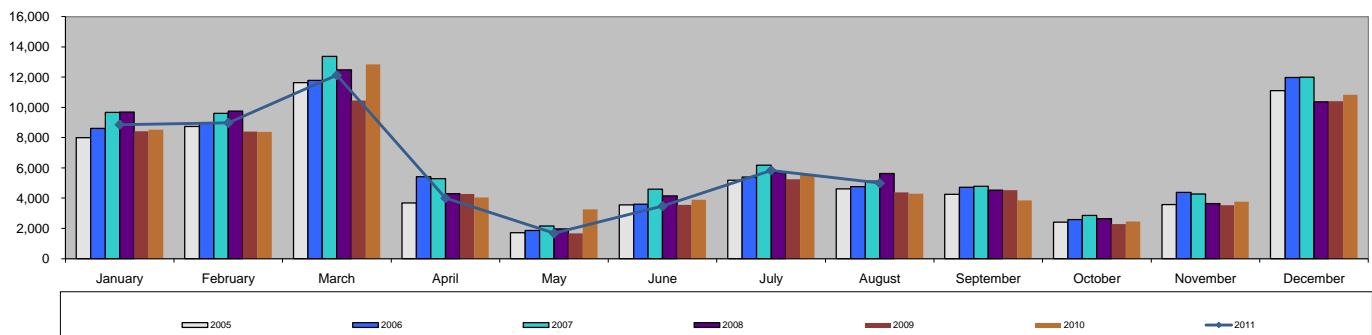
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Retail Sales

	2005		2006		2007		2008		2009		2010		2011		Monthly 10-11	YTD 10-11
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD		
January	8,001	8,001	8,607	8,607	9,665	9,665	9,684	9,684	8,430	8,430	8,530	8,530	8,862	8,862	3.9%	3.9%
February	8,744	16,745	8,942	17,549	9,607	19,272	9,763	19,447	8,401	16,831	8,378	16,908	8,982	17,844	7.2%	5.5%
March	11,632	28,377	11,774	29,323	13,373	32,645	12,479	31,926	10,449	27,280	12,851	29,759	12,125	29,969	-5.6%	0.7%
April	3,678	32,055	5,406	34,729	5,287	37,932	4,301	36,227	4,274	31,554	4,032	33,791	4,006	33,975	-0.6%	0.5%
May	1,708	33,763	1,858	36,587	2,165	40,097	1,965	38,192	1,675	33,229	3,251	37,042	1,679	35,654	-48.4%	-3.7%
June	3,565	37,328	3,589	40,176	4,597	44,694	4,153	42,345	3,558	36,787	3,895	40,937	3,477	39,131	-10.7%	-4.4%
July	5,174	42,502	5,403	45,579	6,176	50,870	5,700	48,045	5,240	42,027	5,582	46,519	5,834	44,965	4.5%	-3.3%
August	4,620	47,122	4,757	50,336	5,110	55,980	5,631	53,676	4,384	46,411	4,302	50,821	4,995	49,960	16.1%	-1.7%
September	4,249	51,371	4,726	55,062	4,783	60,763	4,527	58,203	4,536	50,947	3,848	54,669	0	49,960	n/a	n/a
October	2,404	53,775	2,591	57,653	2,866	63,629	2,635	60,838	2,277	53,224	2,453	57,122	0	49,960	n/a	n/a
November	3,586	57,361	4,376	62,029	4,267	67,896	3,641	64,479	3,540	56,764	3,764	60,886	0	49,960	n/a	n/a
December	11,099	68,460	11,971	74,000	12,000	79,896	10,358	74,837	10,403	67,167	10,824	71,710	0	49,960	n/a	n/a
Totals	68,460		74,000		79,896		74,837		67,167		71,710		49,960			

2011 Monthly Sales Tax Activity (in thousands of dollars)



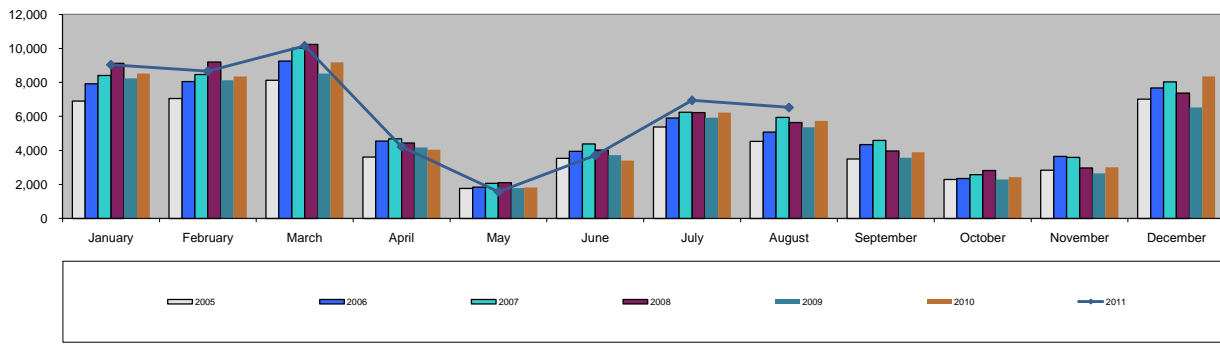
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Restaurants/Bars

	2005		2006		2007		2008		2009		2010		2011		Monthly 10-11	YTD 10-11
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD		
January	6,897	6,897	7,924	7,924	8,414	8,414	9,117	9,117	8,231	8,231	8,515	8,515	9,039	9,039	6.2%	6.2%
February	7,047	13,944	8,058	15,982	8,467	16,881	9,208	18,325	8,129	16,360	8,343	16,858	8,660	17,699	3.8%	5.0%
March	8,117	22,061	9,256	25,238	10,015	26,896	10,240	28,565	8,527	24,887	9,186	26,044	10,151	27,850	10.5%	6.9%
April	3,609	25,670	4,552	29,790	4,678	31,574	4,440	33,005	4,173	29,060	4,042	30,086	4,222	32,072	4.5%	6.6%
May	1,760	27,430	1,832	31,622	2,058	33,632	2,107	35,112	1,783	30,843	1,812	31,898	1,570	33,642	-13.4%	5.5%
June	3,525	30,955	3,938	35,560	4,370	38,002	4,030	39,142	3,712	34,555	3,397	35,295	3,704	37,346	9.0%	5.8%
July	5,375	36,330	5,905	41,465	6,249	44,251	6,218	45,360	5,931	40,486	6,222	41,517	6,949	44,295	11.7%	6.7%
August	4,521	40,851	5,067	46,532	5,933	50,184	5,639	50,999	5,365	45,851	5,729	47,246	6,526	50,821	13.9%	7.6%
September	3,498	44,349	4,340	50,872	4,585	54,769	3,971	54,970	3,565	49,416	3,883	51,129	0	50,821	n/a	n/a
October	2,290	46,639	2,352	53,224	2,564	57,333	2,818	57,788	2,285	51,701	2,420	53,549	0	50,821	n/a	n/a
November	2,841	49,480	3,651	56,875	3,593	60,926	2,972	60,760	2,649	54,350	3,006	56,555	0	50,821	n/a	n/a
December	7,017	56,497	7,681	64,556	8,028	68,954	7,371	68,131	6,524	60,874	8,351	64,906	0	50,821	n/a	n/a
Totals	56,497		64,556		68,954		68,131		60,874		64,906		50,821			

2011 Monthly Sales Tax Activity (in thousands of dollars)



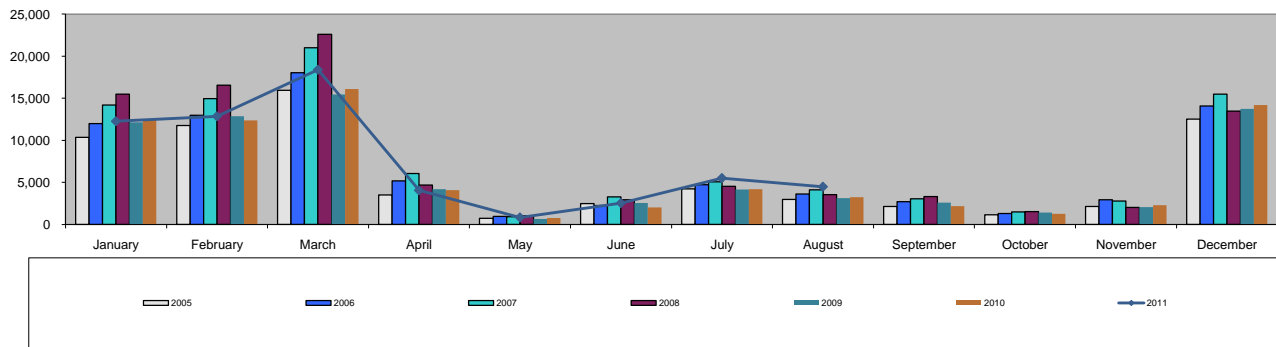
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Short-Term Lodging

	2005		2006		2007		2008		2009		2010		2011		Monthly 10-11	YTD 10-11
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD		
January	10,342	10,342	11,997	11,997	14,179	14,179	15,489	15,489	12,141	12,141	12,493	12,493	12,273	12,273	-1.8%	-1.8%
February	11,762	22,104	12,972	24,969	14,965	29,144	16,540	32,029	12,871	25,012	12,369	24,862	12,862	25,135	4.0%	1.1%
March	15,956	38,060	18,021	42,990	21,002	50,146	22,619	54,648	15,452	40,464	16,099	40,961	18,400	43,535	14.3%	6.3%
April	3,486	41,546	5,176	48,166	6,060	56,206	4,669	59,317	4,206	44,670	4,080	45,041	4,053	47,588	-0.7%	5.7%
May	711	42,257	957	49,123	923	57,129	1,039	60,356	667	45,337	773	45,814	828	48,416	7.1%	5.7%
June	2,478	44,735	2,262	51,385	3,258	60,387	2,929	63,285	2,559	47,896	2,010	47,824	2,532	50,948	26.0%	6.5%
July	4,217	48,952	4,730	56,115	5,074	65,461	4,528	67,813	4,134	52,030	4,189	52,013	5,513	56,461	31.6%	8.6%
August	2,981	51,933	3,622	59,737	4,124	69,585	3,545	71,358	3,110	55,140	3,230	55,243	4,481	60,942	38.7%	10.3%
September	2,150	54,083	2,695	62,432	3,050	72,635	3,296	74,654	2,604	57,744	2,163	57,406	0	60,942	n/a	n/a
October	1,130	55,213	1,305	63,737	1,504	74,139	1,524	76,178	1,424	59,168	1,270	58,676	0	60,942	n/a	n/a
November	2,130	57,343	2,936	66,673	2,790	76,929	2,024	78,202	2,045	61,213	2,298	60,974	0	60,942	n/a	n/a
December	12,503	69,846	14,084	80,757	15,489	92,418	13,482	91,684	13,740	74,953	14,188	75,162	0	60,942	n/a	n/a
Totals	69,846		80,757		92,418		91,684		74,953		75,162		60,942			

2011 Monthly Sales Tax Activity (in thousands of dollars)



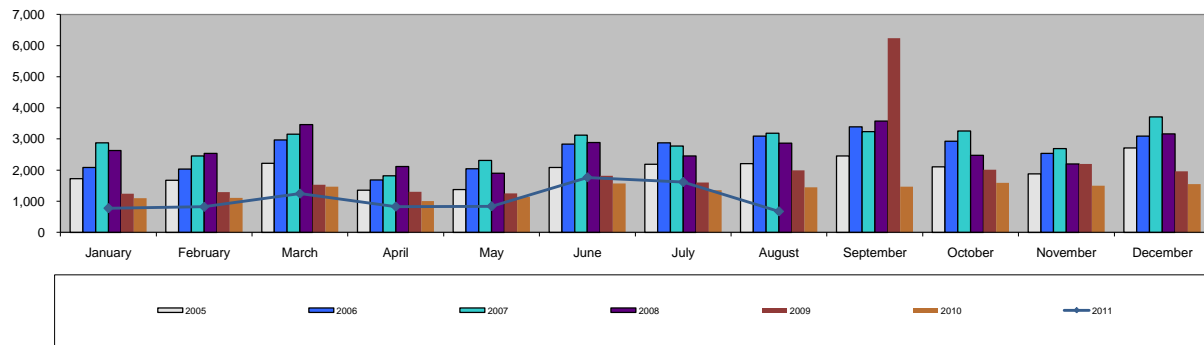
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Supplies

	2005		2006		2007		2008		2009		2010		2011		Monthly 10-11	YTD 10-11
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD		
January	1,720	1,720	2,084	2,084	2,876	2,876	2,631	2,631	1,240	1,240	1,095	1,095	777	777	-29.0%	-29.0%
February	1,669	3,389	2,031	4,115	2,459	5,335	2,532	5,163	1,297	2,537	1,111	2,206	821	1,598	-26.1%	-27.6%
March	2,216	5,605	2,967	7,082	3,156	8,491	3,463	8,626	1,530	4,067	1,472	3,678	1,244	2,842	-15.5%	-22.7%
April	1,359	6,964	1,680	8,762	1,813	10,304	2,114	10,740	1,305	5,372	1,006	4,684	828	3,670	-17.7%	-21.6%
May	1,370	8,334	2,045	10,807	2,314	12,618	1,894	12,634	1,250	6,622	1,139	5,823	839	4,509	-26.3%	-22.6%
June	2,083	10,417	2,836	13,643	3,119	15,737	2,886	15,520	1,814	8,436	1,573	7,396	1,765	6,274	12.2%	-15.2%
July	2,186	12,603	2,872	16,515	2,770	18,507	2,450	17,970	1,602	10,038	1,354	8,750	1,616	7,890	19.4%	-9.8%
August	2,211	14,814	3,096	19,611	3,187	21,694	2,869	20,839	1,990	12,028	1,446	10,196	675	8,565	-53.3%	-16.0%
September	2,452	17,266	3,394	23,005	3,234	24,928	3,574	24,413	6,237	18,265	1,471	11,667	0	8,565	n/a	n/a
October	2,107	19,373	2,924	25,929	3,259	28,187	2,470	26,883	2,016	20,281	1,595	13,262	0	8,565	n/a	n/a
November	1,876	21,249	2,537	28,466	2,693	30,880	2,199	29,082	2,196	22,477	1,495	14,757	0	8,565	n/a	n/a
December	2,712	23,961	3,091	31,557	3,713	34,593	3,160	32,242	1,958	24,435	1,548	16,305	0	8,565	n/a	n/a
Totals	23,961		31,557		34,593		32,242		24,435		16,305		8,565			

2011 Monthly Sales Tax Activity (in thousands of dollars)



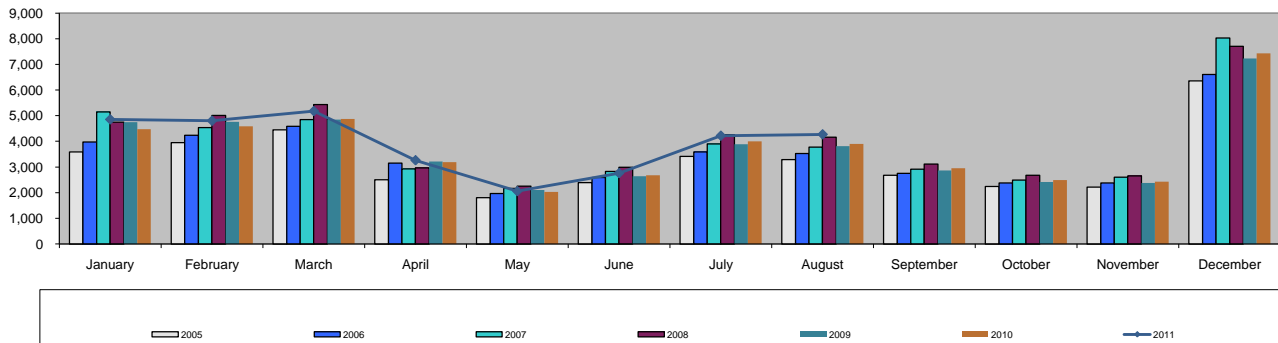
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Grocery/Liquor Stores

	2005		2006		2007		2008		2009		2010		2011		Monthly 10-11	YTD 10-11
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD		
January	3,589	3,589	3,977	3,977	5,149	5,149	4,744	4,744	4,741	4,741	4,472	4,472	4,854	4,854	8.5%	8.5%
February	3,949	7,538	4,233	8,210	4,536	9,685	5,009	9,753	4,755	9,496	4,590	9,062	4,803	9,657	4.6%	6.6%
March	4,449	11,987	4,585	12,795	4,844	14,529	5,436	15,189	4,852	14,348	4,877	13,939	5,180	14,837	6.2%	6.4%
April	2,503	14,490	3,149	15,944	2,920	17,449	2,959	18,148	3,213	17,561	3,186	17,125	3,261	18,098	2.4%	5.7%
May	1,806	16,296	1,969	17,913	2,169	19,618	2,246	20,394	2,100	19,661	2,024	19,149	2,053	20,151	1.4%	5.2%
June	2,392	18,688	2,584	20,497	2,822	22,440	2,990	23,384	2,643	22,304	2,682	21,831	2,757	22,908	2.8%	4.9%
July	3,414	22,102	3,588	24,085	3,899	26,339	4,264	27,648	3,881	26,185	3,999	25,830	4,219	27,127	5.5%	5.0%
August	3,292	25,394	3,529	27,614	3,771	30,110	4,161	31,809	3,807	29,992	3,896	29,726	4,271	31,398	9.6%	5.6%
September	2,671	28,065	2,757	30,371	2,908	33,018	3,113	34,922	2,864	32,856	2,955	32,681	0	31,398	n/a	n/a
October	2,239	30,304	2,372	32,743	2,494	35,512	2,673	37,595	2,408	35,264	2,488	35,169	0	31,398	n/a	n/a
November	2,214	32,518	2,377	35,120	2,600	38,112	2,647	40,242	2,379	37,643	2,422	37,591	0	31,398	n/a	n/a
December	6,356	38,874	6,604	41,724	8,028	46,140	7,705	47,947	7,234	44,877	7,432	45,023	0	31,398	n/a	n/a
Totals	38,874		41,724		46,140		47,947		44,877		45,023		31,398			

2011 Monthly Sales Tax Activity (in thousands of dollars)



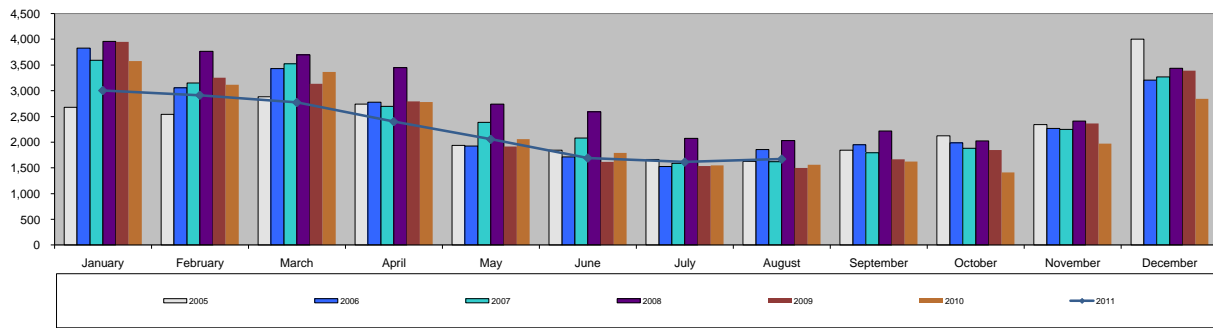
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Utilities

	2005		2006		2007		2008		2009		2010		2011		Monthly 10-11	YTD 10-11
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD		
January	2,675	2,675	3,829	3,829	3,591	3,591	3,961	3,961	3,950	3,950	3,577	3,577	3,004	3,004	-16.0%	-16.0%
February	2,540	5,215	3,056	6,885	3,149	6,740	3,765	7,726	3,253	7,203	3,118	6,695	2,913	5,917	-6.6%	-11.6%
March	2,883	8,098	3,428	10,313	3,525	10,265	3,699	11,425	3,134	10,337	3,365	10,060	2,772	8,689	-17.6%	-13.6%
April	2,741	10,839	2,778	13,091	2,694	12,959	3,448	14,873	2,792	13,129	2,779	12,839	2,400	11,089	-13.6%	-13.6%
May	1,939	12,778	1,926	15,017	2,386	15,345	2,742	17,615	1,917	15,046	2,057	14,896	2,057	13,146	0.0%	-11.7%
June	1,846	14,624	1,713	16,730	2,078	17,423	2,588	20,203	1,620	16,666	1,793	16,689	1,693	14,839	-5.6%	-11.1%
July	1,663	16,287	1,529	18,259	1,588	19,011	2,075	22,278	1,539	18,205	1,548	18,237	1,614	16,453	4.3%	-9.8%
August	1,629	17,916	1,854	20,113	1,621	20,632	2,031	24,309	1,497	19,702	1,558	19,795	1,673	18,126	7.4%	-8.4%
September	1,843	19,759	1,949	22,062	1,792	22,424	2,219	26,528	1,667	21,369	1,625	21,420	0	18,126	n/a	n/a
October	2,127	21,886	1,987	24,049	1,883	24,307	2,026	28,554	1,845	23,214	1,412	22,832	0	18,126	n/a	n/a
November	2,340	24,226	2,264	26,313	2,251	26,558	2,411	30,965	2,364	25,578	1,972	24,804	0	18,126	n/a	n/a
December	4,005	28,231	3,206	29,519	3,271	29,829	3,435	34,400	3,389	28,967	2,845	27,649	0	18,126	n/a	n/a
Totals	28,231		29,519		29,829		34,400		28,967		27,649		18,126			

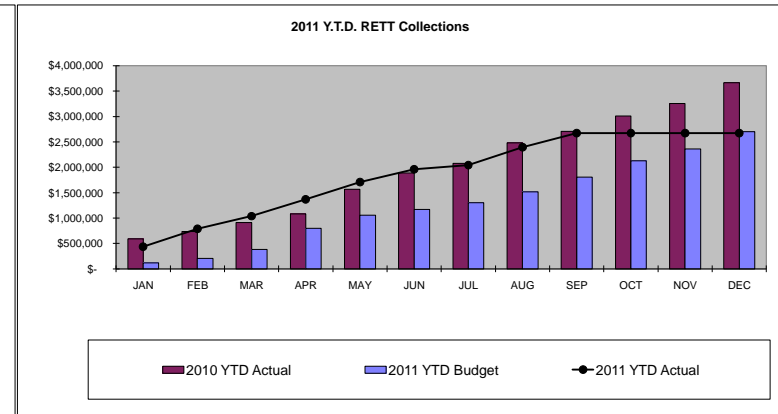
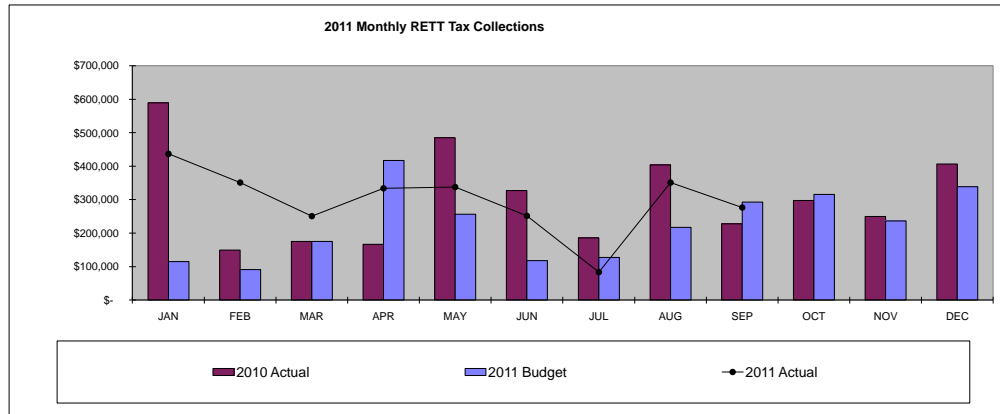
2011 Monthly Sales Tax Activity (in thousands of dollars)



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

Sales Period	2007 Collections			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%	251,806	213.8%	-51.9%	-22.9%	1,961,263	167.3%	-24.2%	3.7%
JUL	343,610	2,932,683	51.7%	186,067	2,077,841	56.7%	127,768	1,300,380	48.2%	83,522	65.4%	-75.7%	-55.1%	2,044,785	157.2%	-30.3%	-1.6%
AUG	594,349	3,527,032	62.1%	404,004	2,481,846	67.8%	217,061	1,517,440	56.2%	350,730	161.6%	-41.0%	-13.2%	2,395,515	157.9%	-32.1%	-3.5%
SEP	711,996	4,239,028	74.7%	227,440	2,709,285	74.0%	292,261	1,809,701	67.0%	276,774	94.7%	-61.1%	21.7%	2,672,289	147.7%	-37.0%	-1.4%
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	2,672,289	125.7%	-42.3%	-11.1%
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	2,672,289	113.1%	-47.5%	-17.9%
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	\$ 2,672,289	99.0%	-52.9%	-27.0%

August RETT #s through 8/17/2011

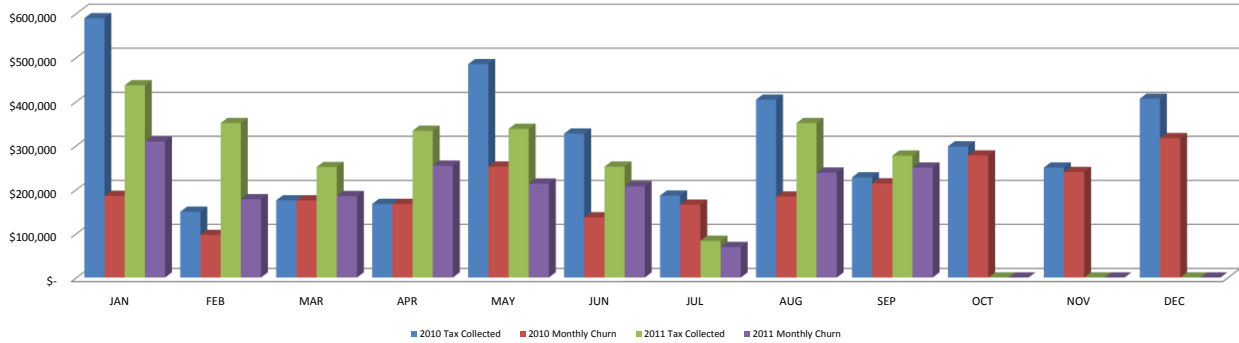


**TOWN OF BRECKENRIDGE
REAL ESTATE TRANSFER TAX CHURN
REPORTED IN THE PERIOD EARNED**

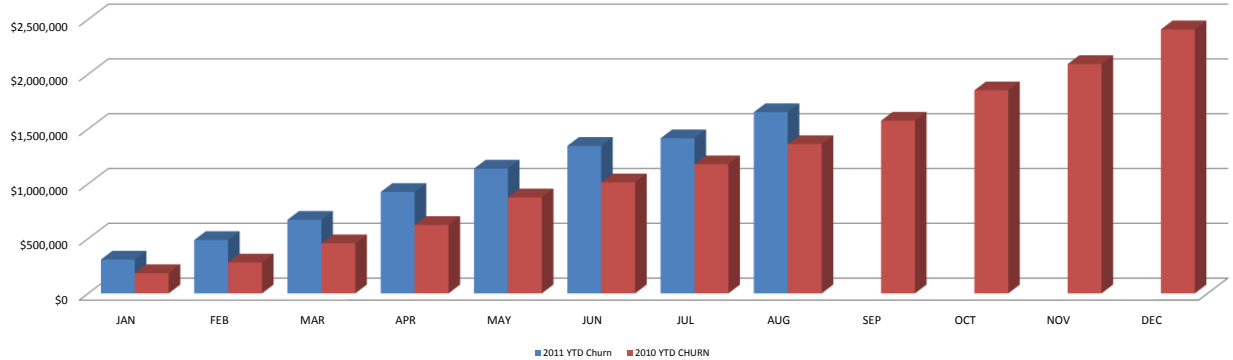
Sales Period	Tax Collected	Year To Date	2010 Collections					Monthly Churn	YTD Churn	% of YTD Total
			New Construction							
			Beaver Run	Grand Lodge	1 Ski Hill	Water House	Other			
JAN	\$ 588,874	\$ 588,874	0	403,514	0	0	\$ 185,361	\$185,361	31.5%	
FEB	\$ 149,303	\$ 738,178	0	52,748	0	0	\$ 96,555	\$281,915	38.2%	
MAR	\$ 175,161	\$ 913,339	0	0	0	0	\$ 175,161	\$457,077	50.0%	
APR	\$ 167,038	\$ 1,080,377	0	0	0	0	\$ 167,038	\$624,115	57.8%	
MAY	\$ 484,618	\$ 1,564,995	0	0	232,663	0	\$ 251,955	\$876,070	56.0%	
JUN	\$ 326,779	\$ 1,891,775	0	0	189,994	0	\$ 136,786	\$1,012,856	53.5%	
JUL	\$ 186,067	\$ 2,077,841	0	0	20,767	0	\$ 165,300	\$1,178,157	56.7%	
AUG	\$ 404,004	\$ 2,481,846	220,000	0	0	0	\$ 184,004	\$1,362,161	54.9%	
SEP	\$ 227,440	\$ 2,709,285	0	13,758	0	0	\$ 213,682	\$1,575,843	58.2%	
OCT	\$ 297,809	\$ 3,007,094	0	20,555	0	0	\$ 277,254	\$1,853,097	61.6%	
NOV	\$ 249,583	\$ 3,256,677	0	10,065	0	0	\$ 239,517	\$2,092,614	64.3%	
DEC	\$ 406,078	\$ 3,662,755	0	43,263	10,292	35,908	\$ 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	\$ 251,806	\$ 1,961,263	44,417	0	0	0	\$ 207,389	\$ 1,172,611	\$1,346,264	68.6%	32.9%
JUL	\$ 83,522	\$ 2,044,785	14,277	0	0	0	\$ 69,244	\$ 1,300,380	\$1,415,508	69.2%	20.1%
AUG	\$ 350,730	\$ 2,395,515	107,470	0	0	5,050	\$ 238,210	\$ 1,517,440	\$1,653,718	69.0%	21.4%
SEP	\$ 276,774	\$ 2,672,289	27,114	0	0	0	\$ 249,660	\$ 1,809,701	\$1,903,378	71.2%	20.8%
OCT	\$ -	\$ 2,672,289					\$ -	\$ 2,125,742	\$1,903,378	n/a	n/a
NOV	\$ -	\$ 2,672,289					\$ -	\$ 2,361,764	\$1,903,378	n/a	n/a
DEC	\$ -	\$ 2,672,289					\$ -	\$ 2,700,002	\$1,903,378	n/a	n/a

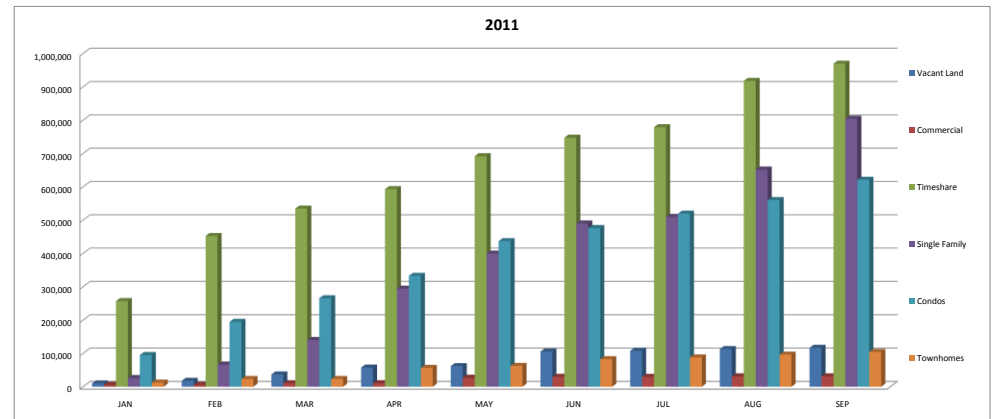
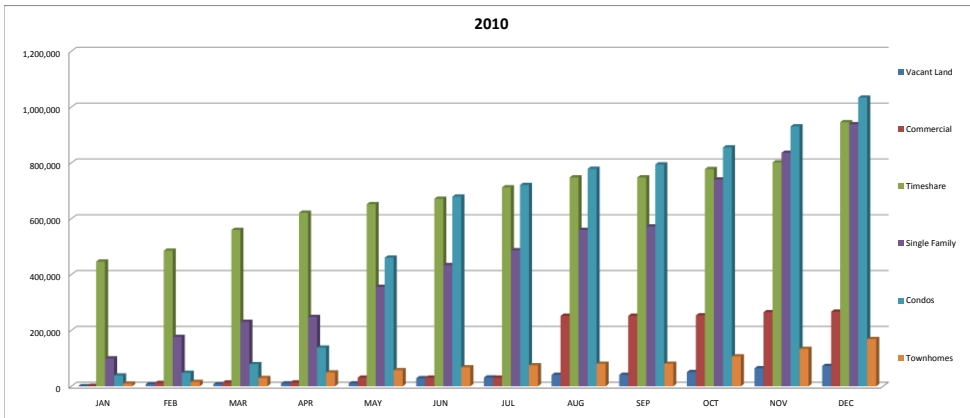
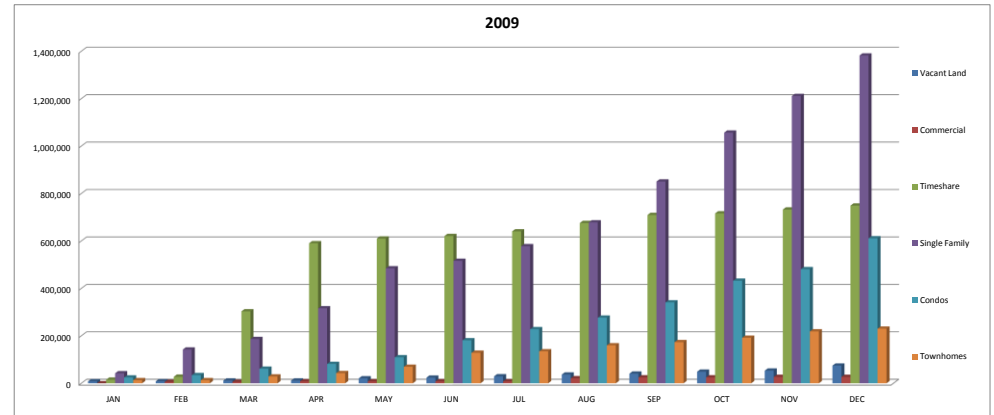
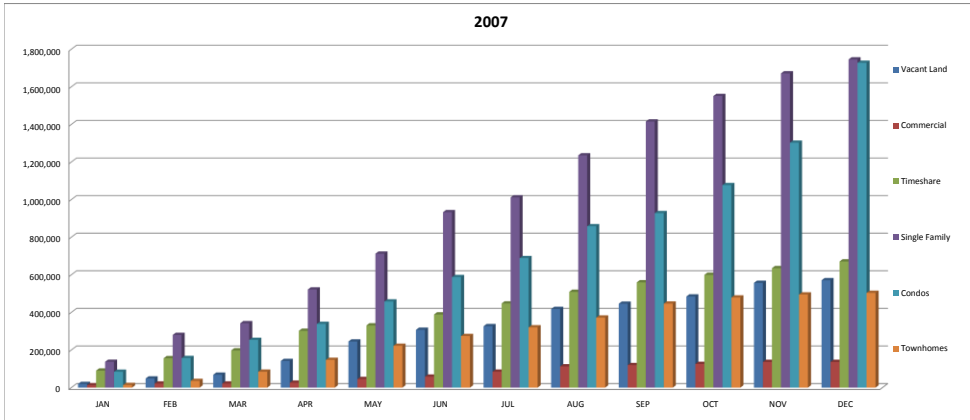
RETT Monthly Collections vs. Churn



YTD Churn Analysis

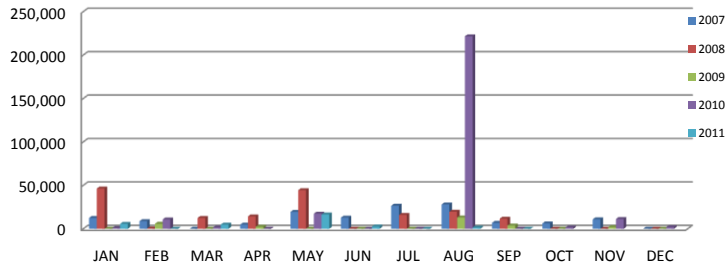


**TOWN OF BRECKENRIDGE
REAL ESTATE TRANSFER TAX COLLECTIONS
YTD CATEGORIES BY MONTH**

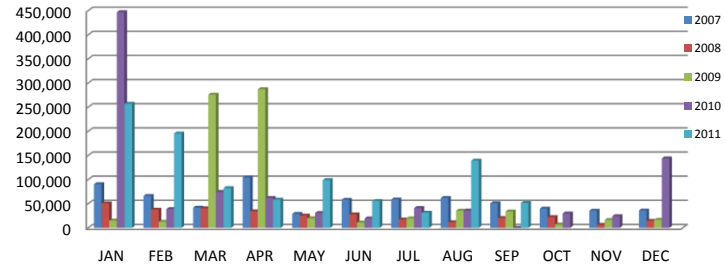


TOWN OF BRECKENRIDGE REAL ESTATE TRANSFER TAX COLLECTIONS MONTHLY BY CATEGORY

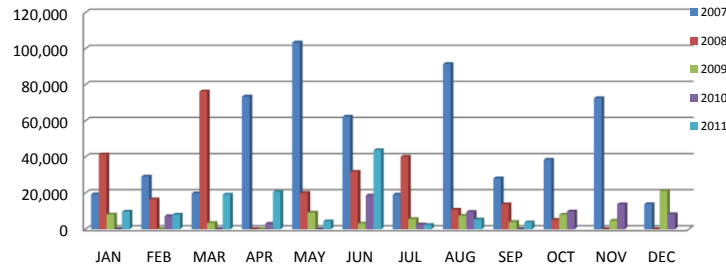
Commercial



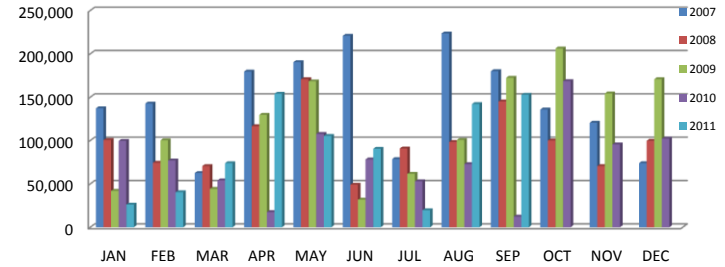
Timeshare



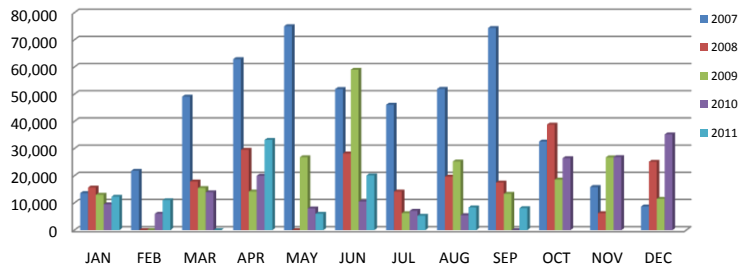
Vacant Land



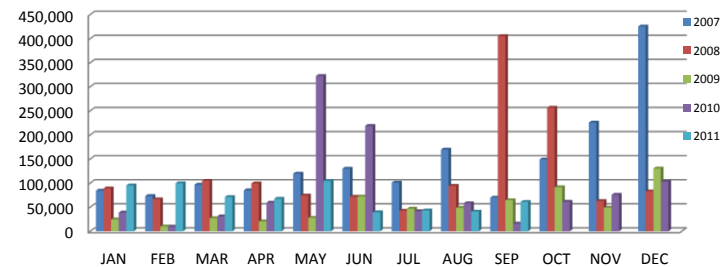
Single Family



Townhomes



Condos



MEMORANDUM

To: Mayor & Town Council
From: Tim Gagen, Town Manager
Date: October 4, 2011
Subject: *Denver Water Agreement*

The Denver Water Agreement between Denver and the West Slope entities is nearing completion and shortly we will be asked to sign an implementation agreement. In addition, the Clinton Reservoir Board is also being asked to sign off on the agreement and as a member, we will be voting on that approval.

In preparation for these pending approvals, our Water Attorney Glenn Porzak has given us his recommendation regarding the agreements (attached), the near final version of the Denver agreement (distributed earlier), and a draft implementation agreement (attached).

I have also pulled out the section from the Denver agreement that directly relates to the benefits the Town of Breckenridge will receive and the benefits Clinton will receive (attached). Though I have relied on Glenn to ensure that the proposed agreement is in line with our previous review and tentative approval, I have also made my way through most of it and have found no inconsistency from our previous understanding. I am prepared to recommend approval in its current form.

The question for council at this point is: Do you have any additional questions on the agreement or the implementation agreement? And if so, when would you like Glenn to meet with you to address your questions?

Gagen, Tim

From: Frances DeVore [fdevore@pbblaw.com] on behalf of Glenn Porzak [gporzak@pbblaw.com]
Sent: Monday, October 03, 2011 11:42 AM
To: Gagen, Tim
Subject: Colorado River Cooperative Agreement

Attachments: Cooperative Agreement.pdf; Article III Implementation Agreement.pdf

Attached is a copy of the Implementation Agreement between Denver Water and the Town of Dillon concerning the Colorado River Cooperative Agreement. As indicated in this draft, this will be the format of the agreement with the Town of Breckenridge as well. The Agreement with Breckenridge will provide for 108 acre feet of Dillon Reservoir water and the Town will get the same \$1.8 million in total payments, plus it will get \$200,000 under the Environmental Enhancement Fund (see Section III.B.3 of the 4/28/2011 draft of the Colorado River Cooperative Agreement which is also attached and has not changed with respect to the provisions affecting the Town). The Clinton Reservoir water is under separate sections and the Town obtains those benefits as a shareholder of the Reservoir Company. Please also paragraph 3 of the Implementation Agreement where Denver Water agrees not to oppose future diligence applications involving the Town's conditional water rights. I have prepared a list of those conditional rights for this Implementation Agreement.

I strongly recommend approval of the Implementation Agreement and the entire Colorado River Cooperative Agreement by the Town. Let me know if you want me to come up for a council meeting and discuss these agreements with them. Denver is putting this agreement in final form with signature blocks and we anticipate final signatures in late October or early November.

Glenn

Glenn E. Porzak
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ARTICLE III IMPLEMENTATION AGREEMENT  
TOWN OF BRECKENRIDGE

This Agreement is entered into between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS (Denver Water); BOARD OF COMMISSIONERS OF THE COUNTY OF SUMMIT (County) and the TOWN OF BRECKENRIDGE (Town).

RECITALS

1. Denver Water has entered into the Colorado River Cooperative Agreement, dated \_\_\_\_\_, 2011 (Cooperative Agreement) with numerous West Slope entities (West Slope *Signatories*), including the County, that resolved longstanding issues between the parties.
2. In Article III of the Cooperative Agreement, the County negotiated for Denver Water to provide certain monetary and water supply benefits to entities located in Summit County, including Town, who are not West Slope *Signatories*.
3. This Agreement is intended to afford to Denver Water the consideration negotiated in the Cooperative Agreement in return for the benefits provided to Town.
4. Italicized terms in this Agreement shall have the same meaning as the corresponding term in the Cooperative Agreement.

NOW THEREFORE, Denver Water, County and Town agree as follows:

1. Pursuant to Article III(B) of the Cooperative Agreement, Town will receive the following benefits:
  - a. Within one year of *Resolution of Blue River Decree Issues*, Denver Water will pay \$900,000 to Town to offset the costs of the following projects listed in Attachment G to the Cooperative Agreement: Upper Blue River pumpback project and McCain storage, and/or Watershed protection plan for Blue River and Goose Pasture Tarn.
  - b. Denver will pay \$900,000 to Town to offset the costs of the projects listed in paragraph 1(a) within six months of *Issuance and Acceptance by Denver Water of Permits Necessary for the Moffat Project*.
  - c. Upon *Resolution of Blue River Decree Issues*, Denver Water will provide to Town 108 acre-feet of water annually pursuant to Article III(B)(14)(a) of the Cooperative Agreement. Town shall provide *Replacement Water* to Denver Water in accordance with Article III(B)(14)(b).

- d. Accounting for the water provided to Town will be the collective responsibility of the water users listed in Article III(B)(14)(a) of the Cooperative Agreement, in accordance with the terms of Article III(B)(14)(c).
2. The Town agrees that the funds provided under paragraph 1 will be used only for the projects listed in paragraph 1(a).
3. In consideration for the benefits described in paragraph 1, Town agrees to comply with all the provisions of Articles IV and VII of the Cooperative Agreement that are applicable to West Slope *Signatories*. With regard to all conditional water rights presently owned by Town, which are listed in Attachment A, Denver Water agrees to withdraw any statements of opposition to Town's pending diligence filings and not to oppose Town's pending or future diligence applications, including applications to make the listed conditional rights absolute, provided, however, that Denver Water may file statements of opposition to such applications for the limited purpose of ensuring compliance with the obligations of this Agreement.
4. In consideration for terms of this Agreement, the Town agrees that: it is not a third party beneficiary of or under the Cooperative Agreement; that it will not assert a claim to be a third party beneficiary of or under the Cooperative Agreement; any references to the Cooperative Agreement are strictly for the purposes set forth herein; and, that by all appropriate action it has ratified and approved this Agreement.
5. Venue for resolution of any dispute of water matters under this Agreement resulting in litigation shall be the District Court, Colorado, for the appropriate Water Division or federal district court, as appropriate under the Blue River Decree. Venue for all other matters under this Agreement resulting in litigation shall be the Colorado District Court for the county in which any defendant resides. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado.
6. Notice. For the purposes of this Agreement, any notice shall be deemed received on the day the written notice is placed in the U.S. Mail, first class postage prepaid, addressed as follows:

To Denver Water:

Denver Water Board  
Attention: Manager  
1600 West 12th Avenue  
Denver, CO 80204

To Town of Breckenridge:

Town of Breckenridge



7. This Implementation Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which shall constitute one and the same. Such counterparts may be transmitted by facsimile, the facsimile to have full force and effect as if it were an original.
8. Nothing contained herein shall be construed to be a waiver or partial waiver of the Parties governmental immunity.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the \_\_\_\_ day of \_\_\_\_\_, 2011.

CITY AND COUNTY OF DENVER,  
acting by and through its  
BOARD OF WATER COMMISSIONERS

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Division

REGISTERED AND COUNTERSIGNED:  
Dennis J. Gallagher, Auditor  
CITY AND COUNTY OF DENVER

By: \_\_\_\_\_

TOWN of BRECKENRIDGE

\_\_\_\_\_  
Title: \_\_\_\_\_

**TOWN OF BRECKENRIDGE**  
**Description of Conditional Water Rights**

| <b>Direct Flow Rights (cfs)</b>                    |                                                  |                          |               |                          |                                  |
|----------------------------------------------------|--------------------------------------------------|--------------------------|---------------|--------------------------|----------------------------------|
| <b>Ditch or Structure (aka)</b>                    | <b>Source</b>                                    | <b>Use*</b>              | <b>Amount</b> | <b>Adjudication Date</b> | <b>Case No. (diligence)</b>      |
| Breckenridge Pipeline                              | Blue River                                       | M D C N I F K<br>O       | 17.1 (C)      | 12/31/1980               | 80CW444<br>(02CW72)<br>(09CW126) |
| Breckenridge Pipeline                              | Blue River                                       | M D N C F I K<br>O       | 3.0 (C)       | 12/31/1983               | 83CW051<br>(02CW72)<br>(09CW126) |
| Swan River Water System                            | Swan River                                       | I                        | 0.55 (C)      | 12/31/1981               | 81CW107<br>(02CW72)<br>(09CW126) |
| Swan River Water System                            | Swan River                                       | I                        | 0.4 (C)       | 12/31/1983               | 83CW051<br>(02CW72)<br>(09CW126) |
| Whitewater Park                                    | Blue River                                       | R                        | 39-500 (C)    | 12/31/2000               | 00CW281<br>(08CW73)              |
| Miners Creek Ditch                                 | E Fork Miners Creek                              | M D I N R C F<br>P W E A | 2.0 (C)       | 12/31/1997               | 97CW283<br>(09CW77)              |
| Barton Creek Diversion                             | South Barton Creek                               | D M C I O                | 0.85 (C)      | 12/31/1990               | 90CW277<br>(05CW98)              |
| Blue River Well No. 3, 1 <sup>st</sup> Enlargement | Blue River                                       | M I N C D                | 0.44 (C)      | 12/31/1979               | 79CW57<br>(08CW23)               |
| <b>Storage Rights (acre-feet)</b>                  |                                                  |                          |               |                          |                                  |
| Goose Pasture Reservoir, 1st Enl.                  | Indiana, Pennsylvania, Spruce Creeks, Blue River | M D                      | 27,127.7 (C)  | 05/31/1972               | CA2371<br>(06CW101)              |
| Sawmill Reservoir Enlargement (Breck Res. 1 & 2)   | Sawmill Creek                                    | M D                      | 140.54 (C)    | 05/31/1972               | CA2371<br>(06CW102)              |
| Swan Reservoir No. 1                               | Swan River                                       | M D I N C P K<br>W       | 13,600 (C)    | 12/31/1981               | 81CW487<br>(02CW72)<br>(09CW126) |
| Swan Reservoir No. 2                               | Swan River                                       | M D I N C P K<br>W       | 13,600 (C)    | 12/31/1981               | 81CW487<br>(02CW72)<br>(09CW126) |
| Swan Reservoir No. 3                               | Swan River                                       | M D I N C P K<br>W       | 11,800 (C)    | 12/31/1981               | 81CW487<br>(02CW72)<br>(09CW126) |
| Swan Reservoir No. 4                               | Swan River                                       | M D I N C P K<br>W       | 11,800 (C)    | 12/31/1981               | 81CW487<br>(02CW72)<br>(09CW126) |
| Swan Reservoir No. 5                               | Swan River                                       | M D I N C P K<br>W       | 9,100 (C)     | 12/31/1981               | 81CW487<br>(02CW72)<br>(09CW126) |

\* A augmentation, C commercial, D domestic, E evaporation, F fire, I irrigation, K snowmaking, M municipal, N industrial, O other, P fishery, R recreation, W wildlife.

PROVISIONS OF MEDIATION AGREEMENT  
Related to water deliveries by Denver Water to entities in Summit and Grand Counties

**ARTICLE III**  
**Denver Water's Other Commitments**

**A. General**

2. As used in this Article III, "Resolution of Blue River Decree Issues" means the entry of final judgments and decrees no longer subject to appeals which make absolute 654 cfs in 06CW255, Water Division 5, and in 49-cv-2782, U.S. District Court, and 141,712 acre-feet in 03CW039, Water Division 5, in accord with the Amended Application to Make Absolute, filed with the court on February 16, 2006.
3. Use of Denver Water's Water Rights on West Slope.
  - a. Denver will be responsible for providing substitution water and power interference charges to Green Mountain Reservoir and replacement water to other senior downstream water rights as necessary to ensure that West Slope recipients of the water provided by Denver Water under this Article III may use the water as provided in this Agreement.
  - b. The signatories to this Agreement will cooperate to obtain such court decrees and approvals as are necessary to ensure that Denver's water that is made available to West Slope users under this Agreement, the 1985 Summit Agreement and the 1992 Clinton Agreement may be used on the West Slope for all uses, including but not limited to, fully consumptive uses, reuse and successive uses.
4. Replacement Water. Certain provisions of this Article III require recipients of water deliveries from Denver Water to make available to Denver Water "Replacement Water." Replacement Water may be made available to Denver Water from Green Mountain Reservoir, WOLFORD Mountain Reservoir, West Slope supplies of Windy Gap Project water, water made available to the West Slope from relaxation of the Shoshone Call pursuant to the 2007 Shoshone Agreement or the provisions of Article VI.E, water stored in Old Dillon Reservoir, water made available to West Slope water users pursuant to the 2003 Colorado Springs Substitution Agreement including return flows of such water, decreed consumptive use credits and reusable return flows, water diverted from Straight Creek into Dillon Reservoir by Summit County users, or any other substitution source reasonably acceptable to the Bureau of Reclamation and the Signatories. Where Replacement Water is required, Denver Water's delivery of water is contingent upon the Replacement

**PROVISIONS OF MEDIATION AGREEMENT**  
Related to water deliveries by Denver Water to entities in Summit and Grand Counties

Water being on hand and physically and legally available for Denver Water's use for substitution purposes and will be provided to Denver Water for each acre foot of water delivered.

**B. Summit County – Blue River**

7. 250 Acre Feet of Dillon Storage Water. Upon Resolution of Blue River Decree Issues, Denver Water will provide an additional 250 feet per year of water from Dillon Reservoir with a yield as reliable as the yield available to Denver Water at Dillon Reservoir. This water will be allocated as follows:

|                              |   |              |
|------------------------------|---|--------------|
| Town of Silverthorne         | = | 60 acre feet |
| Summit County                | = | 56 acre feet |
| Snake River Water District   | = | 45 acre feet |
| Town of Dillon               | = | 45 acre feet |
| Copper Mt. Metro District    | = | 29 acre feet |
| Dillon Valley Metro District | = | 15 acre feet |

There shall be no Replacement Water or other compensation for this Dillon storage water.

11. Town of Frisco. Denver Water has allowed the Town of Frisco to use its Future Dillon Water under the 1985 Summit Agreement as a source of augmentation supply for snowmaking at its winter sports area pursuant to the Future Dillon Water Agreement dated November 18, 2009 between Denver Water and Frisco. Denver Water and Frisco agree to participate in a joint study on the amount and timing of snowmaking return flows from the winter sports area and to cooperate in maximizing the amount of snowmaking return flows in any Water Court proceeding.

14. Additional 1493 Acre Feet.

- a. Upon resolution of Blue River Decree issues, Denver Water will provide to the entities listed below 1493 acre feet per year from Dillon Reservoir with a yield as reliable as the yield available to Denver Water at Dillon Reservoir. This water shall be made available directly in Dillon Reservoir each year or, at the option of an individual recipient, the portion of this water to which the recipient is entitled shall be provided in Clinton Gulch Reservoir (the Clinton Bookover Water") in lieu of an equal amount of water that would be available to such recipient in Dillon Reservoir, by operating Denver Water's Blue River Diversion Project water rights to allow storage of the Clinton Bookover Water in Clinton

## PROVISIONS OF MEDIATION AGREEMENT

### Related to water deliveries by Denver Water to entities in Summit and Grand Counties

Reservoir. [In the event Denver Water does not have an account balance in Clinton Gulch Reservoir pursuant to the terms of the 1992 Clinton Agreement, the Clinton Bookover Water shall be booked over to the recipient from water in storage in Clinton Gulch Reservoir, pursuant to separate operating procedures to be agreed upon by Denver Water and the Reservoir Company. In the event Denver Water has an account balance in Clinton Reservoir pursuant to the terms of the 1992 Clinton Agreement, the Clinton Bookover Water shall be booked over to that recipient from Denver Water's account in Clinton Gulch Reservoir. Any Clinton Bookover Water may not be carried over in Clinton Gulch Reservoir from year to year. Such water will be allocated as follows:

- Vail Summit Resorts (Keystone) = 302 acre feet (1)
- Unallocated future supply pool = 175 acre feet (2)
- Copper Mountain Resort = 142 acre feet (1)
- Town of Silverthorne = 140 acre feet
- Summit County = 134 acre feet
- Vail Summit Resorts (Breckenridge) = 126 acre feet (1)
- Town of Breckenridge = 108 acre feet (3)
- Town of Dillon = 105 acre feet
- Snake River Water District = 105 acre feet
- Copper Mountain Metropolitan District = 69 acre feet
- Arapahoe Basin Ski Area = 52 acre feet (1)
- Dillon Valley Metro District = 35 acre feet

<sup>1</sup>This water may be used for snowmaking purposes and is entitled to a snowmaking ratio of not more than 5 to 1 (or such other ratio based on the amount of credited snowmaking return flows established by subsequent decrees.) Denver Water and each ski area agree to participate in joint studies on the amount and timing of snowmaking return flows from each ski resort using the foregoing water, and to cooperate in maximizing the amount of snowmaking return flows in any Water Court proceeding. The combined volume of water for snowmaking amounts under this Article III, excluding snowmaking by the Town of Frisco under Article III.B.11, and the 1992 Clinton Agreement shall not exceed the 6000 acre feet limit on snowmaking water contained in the 1992 Clinton Agreement.

<sup>2</sup>The unallocated pool will be administered by a board consisting of one representative from the Towns of Breckenridge, Dillon, Frisco and Silverthorne and the Summit County Commissioners

<sup>3</sup>A portion of this water is entitled to the snowmaking ratio described in note 1 above. Denver Water and the ski area agree to participate in a joint study on the amount and timing of snowmaking return flows from the ski

**PROVISIONS OF MEDIATION AGREEMENT**  
Related to water deliveries by Denver Water to entities in Summit and Grand Counties

resort, and to cooperate in maximizing the amount of snowmaking return flows in any Water Court proceeding. The combined volume of water for snowmaking amounts under this Article III, excluding snowmaking by the Town of Frisco under Article III.B.11, and the 1992 Clinton Agreement shall not exceed the 6000 acre feet limit on snowmaking water contained in the 1992 Clinton Agreement.

- b. The recipients of this water shall provide to Denver Water Replacement Water for each acre foot of the yield water. The ratio shall be 1 acre foot of Replacement Water for each acre foot of water delivered above or into Dillon Reservoir and 1.4 acre feet of Replacement Water for each acre-foot made available below Dillon Reservoir.
- c. The Summit County users shall be responsible for accounting for the use of all water provided by Denver Water under this Agreement. This accounting will be coordinated by a single engineering firm with accounting under the 1985 Summit Agreement and the 1992 Clinton Agreement.

- 17. Silverthorne's Dillon Storage Water. Upon resolution of Blue River Decree issues, Denver Water and Summit County will amend the 1985 Summit Agreement to eliminate the current restrictions on the use of the 300 acre feet of Dillon Storage Water made available to the Town of Silverthorne. A form of the revisions to the 1985 Summit Agreement to accomplish this result is attached as Attachment H. The Silverthorne RICD will not be used to prevent or otherwise limit the exchange or substitution of any replacement or exchange water into Dillon Reservoir under this Agreement, the 1985 Summit Agreement or the 1992 Clinton Agreement.

**C. Clinton Reservoir Agreements.**

- 4. Clinton Reservoir Dead Storage Pool. Upon execution of this Agreement, Denver Water and the Clinton Ditch & Reservoir Company will enter into the Interim Agreement regarding the Clinton Reservoir dead storage pool attached hereto as Attachment I. Upon Resolution of Blue River Decree Issues, Denver Water and the Clinton Ditch & Reservoir Company will enter into the permanent Agreement regarding the Clinton Reservoir dead storage pool attached hereto as Attachment J. The interim agreement will renew on a year-to-year basis so long as the Signatories are still engaged in efforts to achieve Resolution of Blue River Decree Issues.
- 6. Spillway Enlargement Water. Upon Resolution of Blue River Decree Issues, Denver Water and the Clinton Ditch & Reservoir Company will

## PROVISIONS OF MEDIATION AGREEMENT

### Related to water deliveries by Denver Water to entities in Summit and Grand Counties

modify their existing 1992 Clinton Agreement to add the spillway enlargement water (up to a maximum of 500 acre feet). The water from the total reservoir capacity, including the dead storage pool and spillway enlargement, will be allocated to existing shareholders of the Clinton Ditch & Reservoir Company on a pro rata basis as either fourth year supply, or one-third of that amount will be so allocated as an increase in the "Reservoir Yield" of Clinton Reservoir, as that term is defined in the 1992 Clinton Agreement.

#### **E. Grand County and Fraser, Williams Fork and Upper Colorado River Basins**

##### **1. General Provisions for Article III.E.**

- b. **Water Rights Issues.** The Signatories to this Agreement will cooperate to implement such legal mechanisms and to obtain such administrative and judicial approvals as Denver Water, Grand County, the River District, and Middle Park agree are necessary to ensure that the water provided under this Article III.E will be physically and legally available for the intended purposes of protecting and enhancing stream flows in the Fraser, Williams Fork, and Colorado Rivers and their tributaries. Denver Water agrees not to divert any water through the Moffat Project for storage in an enlarged Gross Reservoir until such time that the water committed by Denver Water pursuant to this Article III.E is legally available for use by Grand County.

15. **Year-Round Deliveries of Clinton Bypass Water.** Upon the signing of an Article III Implementation Agreement by all recipients of Clinton Bypass Water, Denver Water will provide Clinton Bypass Water under the 1992 Clinton Agreement on a year round basis if the Grand County Water Users provide replacement water in accordance with the Replacement Water criterion of 4/3 to 1 in the summer, and if that water is in-hand and usable by Denver Water. Grand County Water and Sanitation District No. 1, Winter Park Water and Sanitations District, Town of Granby and Town of Fraser have previously dedicated to Denver Water Replacement Water in Wolford Mountain Reservoir at a ratio of 2/3 to 1 for winter use. If any of those entities opts to take their Clinton Bypass Water in the summer, that entity would be credited with the previously dedicated 2/3 acre-foot, and would only owe an additional 2/3 of an acre-foot of Replacement Water for summer releases. Denver Water agrees that the Grand County Operating Plan can be amended to add the Jim Creek diversion as a point of delivery for the Clinton Bypass Water.

20. **Grand County 375 Acre-Foot of Water.** Upon Issuance and Acceptance by Denver Water of Permits Necessary for the Moffat Project, Denver Water agrees to make an additional 375 acre feet of water available to Grand County Water Users, to be managed in accordance with the Grand County Operating Plan with a Replacement Water ratio of 4/3 to 1 summer and 2/3 to 1 winter.

**PROVISIONS OF MEDIATION AGREEMENT**

**Related to water deliveries by Denver Water to entities in Summit and Grand Counties**

- a. **One hundred acre feet of the 375 acre feet will be allocated to the Winter Park Recreational Association ("WPRA") for use in connection with the Winter Park Ski Area and Resort. Any use of the 100 acre-feet for snowmaking will be governed by the provisions of footnote 1 in Article III.B.14; and snowmaking return flows must be above the Denver Water system.**
  
- b. **The remaining 275 acre feet will be allocated and administered by a board consisting of one representative from the Grand County Commissioners and one representative each from the Towns of Fraser and Granby, the Grand County Water and Sanitation District No. 1, and the Winter Park Water and Sanitation District.**





**BRECKENRIDGE TOWN COUNCIL REGULAR MEETING**  
**Tuesday, October 11, 2011; 7:30 p.m.**  
**Town Hall Auditorium**

|                                                                                                                                                                                                                                               | <b>Page</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>I CALL TO ORDER, ROLL CALL</b>                                                                                                                                                                                                             |             |
| <b>II APPROVAL OF MINUTES</b> – September 27, 2011                                                                                                                                                                                            | 43          |
| <b>III APPROVAL OF AGENDA</b>                                                                                                                                                                                                                 |             |
| <b>IV COMMUNICATIONS TO COUNCIL</b>                                                                                                                                                                                                           |             |
| A. Citizen’s Comment - (Non-Agenda Items ONLY; 3-minute limit please)                                                                                                                                                                         |             |
| B. BRC Director Update                                                                                                                                                                                                                        |             |
| C. Ski Area Update                                                                                                                                                                                                                            |             |
| <b>V CONTINUED BUSINESS</b>                                                                                                                                                                                                                   |             |
| <b>A. SECOND READING OF COUNCIL BILLS, SERIES 2011 - PUBLIC HEARINGS</b>                                                                                                                                                                      |             |
| 1. Council Bill No. 35, Series 2011 – An Ordinance Amending Section 9-1-21 Of The <u>Breckenridge Town Code</u> By Adopting The “Upper Blue Nordic Master Plan (Revised 2011)” As A Correlative Document To The Breckenridge Development Code | 47          |
| 2. Council Bill No. 36, Series 2011 – An Ordinance Repealing And Readopting With Changes Chapter 3 Of Title 10 Of The <u>Breckenridge Town Code</u> , Known As The “Breckenridge Flood Damage Prevention Ordinance”                           | 77          |
| 3. Council Bill No. 37, Series 2011 – An Ordinance Amending Article B of Chapter 2 Of Title 6 Of The <u>Breckenridge Town Code</u> Concerning the Prohibition Of Animals At Certain Special Events                                            | 108         |
| <b>VI NEW BUSINESS</b>                                                                                                                                                                                                                        |             |
| <b>A. FIRST READING OF COUNCIL BILLS, SERIES 2011</b>                                                                                                                                                                                         |             |
| 1. Council Bill No. 38, Series 2011 – An Ordinance Amending Section 1-7-1 Of The <u>Breckenridge Town Code</u> Concerning The Compensation Of The Mayor And Councilmembers Elected Or Appointed On Or After April 3, 2012                     | 112         |
| <b>B. RESOLUTIONS, SERIES 2011</b>                                                                                                                                                                                                            |             |
| 1. A Resolution Urging The Electors Of The Town Of Breckenridge To Vote “Yes” On Referred Issue “2A” On The November 1, 2011 Ballot To Impose An Excise Tax On The Legal Sales Of Medical Marijuana                                           | 116         |
| 2. A Resolution Amending The Town Of Breckenridge Comprehensive Plan To Include The “Upper Blue Nordic Master Plan (Revised 2011)” As A Part Thereof ( <b>PUBLIC HEARING</b> )                                                                | 50          |
| 3. A Resolution Authorizing The Town Of Breckenridge To Erect And Maintain An ‘Official Advertising Device”                                                                                                                                   | 118         |
| <b>C. OTHER</b>                                                                                                                                                                                                                               |             |
| 1. Solar Garden – Letter of Interest                                                                                                                                                                                                          | 121         |
| 2. Warrior’s Mark Private Open Space Burn Permit                                                                                                                                                                                              | 139         |
| 3. Red White & Blue/Town of Breckenridge Burn Permits                                                                                                                                                                                         | 146         |
| <b>VII PLANNING MATTERS</b>                                                                                                                                                                                                                   |             |
| A. Planning Commission Decisions of October 4, 2011                                                                                                                                                                                           | 2           |
| <b>VIII REPORT OF TOWN MANAGER AND STAFF*</b>                                                                                                                                                                                                 |             |
| <b>IX REPORT OF MAYOR AND COUNCILMEMBERS*</b>                                                                                                                                                                                                 |             |
| 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. Water Task Force (Mr. Mamula)

**X OTHER MATTERS**

**XI SCHEDULED MEETINGS**

**XII ADJOURNMENT**

149

***CALL TO ORDER and ROLL CALL***

Mayor Warner called the September 27, 2011 Town Council meeting to order at 7:30 p.m. The following council members answered roll call: Mr. Bergeron, Mr. Dudick, Mr. Mamula, Ms. McAtamney, Mr. Joyce, and Mayor Warner. Mr. Burke was absent.

***APPROVAL OF MINUTES – September 13, 2011 Regular Meeting***

Mayor Warner asked that within his CAST/MMC report on page 94 of the packet that “a 4- minute time frame to react to a spillage” be changed to “a 40 minute time frame to react to a spillage”. With that change to be made to the meeting minutes of September 13, 2011, Mayor Warner declared they would stand approved as corrected.

***APPROVAL OF AGENDA***

Mr. Gagen, Town Manager, stated there are no changes to the agenda.

***COMMUNICATIONS TO COUNCIL***

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

Tom and Elycia Schaezel introduced themselves as new residence of Breckenridge. They recently built their new home and wanted to publicly thank the Building Department, specifically the inspectors, for being so helpful.

Kathy Byrne introduced Heather Johnston a 13 year old Summit County resident. Heather introduced a community awareness event which includes the showing of a documentary entitled “Tony”. The screening will occur at the Riverwalk Center on October 13, at 7:00 p.m. The documentary’s intent is to raise awareness about the wars in Uganda. After the viewing there will be a question and answer period.

Craig Campbell, Board Member of the Summit Builders’ Association, stated members of the association had heard the town council, during its budget process, would consider eliminating a building inspector position. Building inspectors are a key component to the building process and offer the builder expert advice and knowledge throughout the building process. Mr. Campbell closed by stating budget cuts don’t necessarily justify the savings. Mayor Warner explained the budget approval process. There will be two opportunities for any member of the public to bring their views to the attention of council. He encouraged citizens to come to the Budget Retreat and Budget Hearings to make comments.

Nancy Stone, Board Member of the Summit Builders’ Association, also commented on the potential elimination of a building inspector position. With the construction of Lowes, she anticipates a lot of “do-it yourself” remodels. Building officials help identify illegal remodels done without proper approval and permitting.

With no further comments from the community, Mayor Warner closed the public comment portion of the meeting.

***CONTINUED BUSINESS***

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

1. **Council Bill No. 35, Series 2011** - An Ordinance Amending Section 9-1-21 Of The Breckenridge Town Code By Adopting The “ Upper Blue Nordic Master Plan (Revised 2011)” As A Correlative Document To The Breckenridge Development Code

Tim Berry, Town Attorney, stated staff requests the second reading of this council bill be continued to the October 11 meeting so that this Correlative Document Ordinance is considered at the same meeting that council considers making the new Nordic Master Plan part of the town’s own Comprehensive Plan.

Since this council bill was advertised as a second reading, Mayor Warner opened a public hearing. There were no comments from the public. He closed the public hearing.

With no comments or questions from council, Mayor Warner asked for a motion. Mr. Dudick moved to continue to the October 11 meeting Council Bill No. 35, Series 2011 the title of which was previously read into the record. Mr. Mamula seconded the motion. A roll call vote was taken. The motion passed 6-0.

***NEW BUSINESS***

A. **FIRST READING OF COUNCIL BILL, SERIES 2011**

1. **Council Bill No. 36, Series 2011** – An Ordinance Repealing And Readopting With Changes Chapter 3 Of Title 10 Of The Breckenridge Town Code, Known As The “Breckenridge Flood Damage Prevention Ordinance”

Mr. Berry introduced this council bill stating the Town of Breckenridge has participated in a Federal Emergency Management Agency (FEMA) National Flood Insurance Program since 1980. The town participates in this program to enable homeowners, within the town limits, to qualify for lower flood insurance rates. In order to participate in the program a local government must have a Flood Damage Prevention Ordinance. FEMA recently underwent a map modernization project. Along with the maps FEMA would like an updated ordinance. The attached ordinance is similar to the old ordinance, however, it includes updated language and terminology.

With no questions or comments from council, Mayor Warner asked for a motion. Mr. Bergeron moved to approve on first reading Council Bill No. 36, Series 2011 the title of which was previously read into the record. Mr. Mamula seconded the motion. A roll call vote was taken. The motion passed 6-0.

2. **Council Bill No. 37, Series 2011** – An Ordinance Amending Article B of Chapter 2 Of Title 6 Of The Breckenridge Town Code Concerning the Prohibition Of Animals At Certain Special Events

Chief Holman introduced this council bill to prohibit animals from designated special event areas within the town. If after second reading this council bill is approved it would require the town to post signage at main entrances of events stating “Animals Prohibited at Event”. It will also prohibit someone from refusing to remove their animal after being warned by event staff or the Police Department. The Police Department and event staff will continue to educate and warn patrons in an effort to gain compliance. This ordinance will provide staff with an enforcement tool should one be needed.

Mayor Warner asked why a prohibition of “animals” verses “pets”. Chief Holman stated the reference to “animals” mirrors references to animals in parts of the town code. Mayor Warner asked about horses and dogs in the 4th of July parade. 4th of July has not been designated as a “no animal” event. Ms. McAtamney asked about a petting zoo and/or pony rides that may be featured in a designated “no animal” event. Mr. Berry will add language to this council bill before second reading to address this issue.

With no additional comments or questions from council, Mayor Warner asked for a motion. Mr. Bergeron moved to approve on first reading Council Bill No. 37, Series 2011 the title of which was previously read into the record. Mr. Mamula seconded the motion. A roll call vote was taken. The motion passed 6-0.

**B. RESOLUTIONS, SERIES 2011**

None

**C. OTHER**

None

***PLANNING MATTERS***

**A. Planning Commission Decisions of September 20, 2011**

Mayor Warner asked for comments or concerns in relation to the Planning Commission Decisions of September 20, 2011. With no request to call an item off the consent calendar, Mayor Warner declared the Planning Commission Decisions of September 20 would stand approved as presented.

***REPORT OF TOWN MANAGER AND STAFF***

Mr. Gagen had nothing further to report.

***REPORT OF MAYOR AND COUNCILMEMBERS (these reports occurred during the work session; see attached notes)***

- A. **CAST/MMC** (Mayor Warner)
- B. **Breckenridge Open Space Advisory Commission** (Mr. Dudick)
- C. **Breckenridge Resort Chamber** (Mr. Burke)
- D. **Marketing Committee** (Mr. Dudick)
- E. **Summit Combined Housing Authority** (Mr. Joyce)

F. **Breckenridge Heritage Alliance** (Mr. Burke)

G. **Water Task Force** (Mr. Mamula)

***OTHER MATTERS***

***SCHEDULED MEETINGS***

Mayor Warner reminded council that Mr. Dudick will be featured in Dancing with the Mountain Stars. The event is Saturday, October 1. He encouraged everyone to attend. He congratulated Mr. Dudick; the event is a lot of fun but it is a huge commitment. There were no other scheduled meetings other than those listed in the council's packet.

***ADJOURNMENT***

With no further business to discuss, the meeting adjourned at 8:05 p.m.

Submitted by Wanda Creen, Deputy Town Clerk.

ATTEST:

---

Mary Jean Loufek, CMC, Town Clerk

---

John Warner, Mayor



## MEMORANDUM

**To:** Mayor and Town Council  
**From:** Tim Gagen, Town Manager  
**Date:** September 28, 2011  
**Subject:** *Reports made during September 27, 2011 Worksession*

---

**MMC/CAST:** No report.

**BOSAC:** No meeting.

**BRC:** Mr. Burke absent.

**BHA:** Mr. Burke absent but Mayor Warner reported on the Engine 9 dedication on Monday. The presentation was well attended and well done by the Breckenridge Heritage Alliance.

**Water Task Force:** Still awaiting word from Glen Porzak on discussions with CSU.

**Marketing Committee:** Mr. Dudick reported BMAC met on Monday this week and heard a review of the BRC's Summer Marketing Program and upcoming Winter Marketing Program. BMAC member Brad Perry presented some interesting internet analyses. BMAC also discussed budget recommendation for 2012. The committee plans to recommend setting aside \$150,000 for the potential USA PCC bike race in 2012 and an additional \$50,000 for reserve. They do expect to come out of 2011 with approximately \$225,000 additional funds for which they asked the BRC to provide recommendation on use of the funds for research, PR and special events. BMAC is continuing to work on developing metrics.

**SCHA:** Meeting tomorrow.

MEMO

TO: Town Council

FROM: Town Attorney

RE: Updated Upper Blue Nordic Master Plan

DATE: October 5, 2011 (for October 11, 2011 meeting)

---

The second reading of Council Bill 35 (making the new Nordic Master Plan a correlative document to the Development Code) was continued to your meeting on Tuesday. There are no proposed changes to the ordinance from first reading.

In addition, the Planning Staff requests that the new Nordic Master Plan be incorporated into the Town's own Comprehensive Plan. The process to do this is set forth in the Town Code. The basic steps are as follows:

1. The Planning Commission must review the New Nordic Master Plan, and make its written recommendation on the Plan's proposed inclusion into the Town's Comprehensive Plan. On October 4<sup>th</sup> the Planning Commission reviewed the matter and adopted a resolution formally recommending to you that the updated Nordic Master Plan be made a part of the Town's Comprehensive Plan. A copy of the Planning Commission's resolution is also enclosed with this memo. The Planning Commission resolution satisfies the Town Code requirement that the Commission provide its written recommendation to you concerning a proposed amendment to the Town's Comprehensive Plan.

2. A public hearing must be held by the Council to obtain public input on the proposed inclusion of the Nordic Master Plan into the Town's Comprehensive Plan. That hearing has been scheduled and noticed for your meeting on Tuesday night. At the public hearing, the Council will receive any public comment that may be offered with respect to the proposed incorporation of the new Nordic Master Plan into the Town's Comprehensive Plan.

3. Following the conclusion of the public hearing the Council can adopt a resolution actually making the new Nordic Master Plan part of the Town's Comprehensive Plan. A proposed form of resolution for this purpose is also enclosed with this memo.

I will be happy to discuss these matters with you next Tuesday.

1 **FOR WORKSESSION/SECOND READING – OCT. 11**

2  
3 **NO CHANGE FROM FIRST READING**

4  
5 Additions To The Current Breckenridge Town Code Are  
6 Indicated By ; Deletions By ~~Strikeout~~

7  
8 COUNCIL BILL NO. 35

9  
10 Series 2011

11  
12 AN ORDINANCE AMENDING SECTION 9-1-21 OF THE BRECKENRIDGE TOWN CODE  
13 BY ADOPTING THE “UPPER BLUE NORDIC MASTER PLAN (REVISED 2011)” AS A  
14 CORRELATIVE DOCUMENT TO THE BRECKENRIDGE DEVELOPMENT CODE

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

18  
19 Section 1. The reference to the “Upper Blue Nordic Master Plan” in Section 9-1-21 of  
20 the Breckenridge Town Code is amended to read as follows:

- 21  
22 • Upper Blue Nordic Master Plan (Revised 2011)

23  
24 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the  
25 various secondary codes adopted by reference therein, shall continue in full force and effect.

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

31  
32 Section 4. The Town Council hereby finds, determines and declares that it has the power  
33 to adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act,  
34 Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal  
35 zoning powers); (iii) Chapter 4 of Title 9 of the Breckenridge Town Code; (iv) the authority  
36 granted to home rule municipalities by Article XX of the Colorado Constitution; and (v) the  
37 powers contained in the Breckenridge Town Charter.

38  
39 Section 5. This ordinance shall be published and become effective as provided by  
40 Section 5.9 of the Breckenridge Town Charter.

41  
42 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
43 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2011. A Public Hearing shall be held at the  
44 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day



1 of \_\_\_\_\_, 2011, at 7:30 P.M. or as soon thereafter as possible in the Municipal  
2 Building of the Town.

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

7  
8  
9 By \_\_\_\_\_  
10 John G. Warner, Mayor

11  
12 ATTEST:

13  
14  
15  
16 \_\_\_\_\_  
17 Mary Jean Loufek, CMC,  
18 Town Clerk  
19

1                                   ***FOR WORKSESSION/ADOPTION – OCT. 11***

2  
3                                   A RESOLUTION

4  
5                                   SERIES 2011

6  
7                                   A RESOLUTION AMENDING THE TOWN OF BRECKENRIDGE  
8                                   COMPREHENSIVE PLAN TO INCLUDE THE “UPPER BLUE NORDIC MASTER  
9                                   PLAN (REVISED 2011)” AS A PART THEREOF

10  
11                                  WHEREAS, the Town of Breckenridge has previously adopted the Town of  
12 Breckenridge Comprehensive Plan; and

13  
14                                  WHEREAS, Section 9-4-1 of the Breckenridge Town Code provides the Town  
15 Council may, from time to time, adopt additional parts of the Town Comprehensive Plan  
16 in accordance with the procedures set forth in Section 9-4-4 of the Breckenridge Town  
17 Code; and

18  
19                                  WHEREAS, the “Upper Blue Nordic Master Plan (Revised 2011)”, has been  
20 prepared, a copy of which is marked **Exhibit “A”**, attached hereto and incorporated  
21 herein by reference; and

22  
23                                  WHEREAS, the Town Council has reviewed the proposed “Upper Blue Nordic  
24 Master Plan (Revised 2011)” and is familiar with its contents; and

25  
26                                  WHEREAS, the Town Council has received the recommendation of the Town’s  
27 Department of Community Development that the “Upper Blue Nordic Master Plan  
28 (Revised 2011)” be incorporated into and made a part of the Town’s Comprehensive  
29 Plan; and

30  
31                                  WHEREAS, pursuant to Section 9-4-3 of the Breckenridge Town Code, the  
32 proposed incorporation of the “Upper Blue Nordic Master Plan (Revised 2011)” into the  
33 Town’s Comprehensive Plan has been referred to the Town of Breckenridge Planning  
34 Commission; and

35  
36                                  WHEREAS, the Town Council has received the favorable written  
37 recommendation of the Planning Commission with respect to the proposed incorporation  
38 of the “Upper Blue Nordic Master Plan (Revised 2011)” into the Town’s Comprehensive  
39 Plan; and

40  
41                                  WHEREAS, Section 9-4-4 of the Breckenridge Town Code requires that a public  
42 hearing be held by the Town Council prior to its consideration of a resolution to amend  
43 the Town Comprehensive Plan; and

1           WHEREAS, a public hearing on the proposed amendment to the Town  
2 Comprehensive Plan was held on October 11, 2011, notice of which was published on the  
3 Town’s web site in accordance with Section 9-4-4 of the Breckenridge Town Code; and  
4

5           WHEREAS, at the public hearing the Town Council received public comment  
6 concerning the proposed amendment to the Town Comprehensive Plan; and  
7

8           WHEREAS, the Town Council has considered the public comment concerning  
9 the proposed amendment to the Town Comprehensive Plan that was received at the  
10 public hearing; and  
11

12           WHEREAS, the Town Council finds and determines that the Town  
13 Comprehensive Plan should be amended to incorporate the “Upper Blue Nordic Master  
14 Plan (Revised 2011)” as a part thereof.  
15

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

19           Section 1. The Town of Breckenridge Comprehensive Plan, adopted March 25,  
20 2008 by Resolution No. 11, Series 2008, as previously amended, is further amended by  
21 the inclusion of the “Upper Blue Nordic Master Plan (Revised 2011)” (Exhibit “A”  
22 hereto) as a part thereof.  
23

24           Section 2. Pursuant to Section 9-4-4 of the Breckenridge Town Code, an attested  
25 copy of this resolution shall be certified by the Town Clerk to the Board of County  
26 Commissioners of Summit County.  
27

28           Section 3. This resolution shall become effective upon its adoption.  
29

30 RESOLUTION APPROVED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.  
31

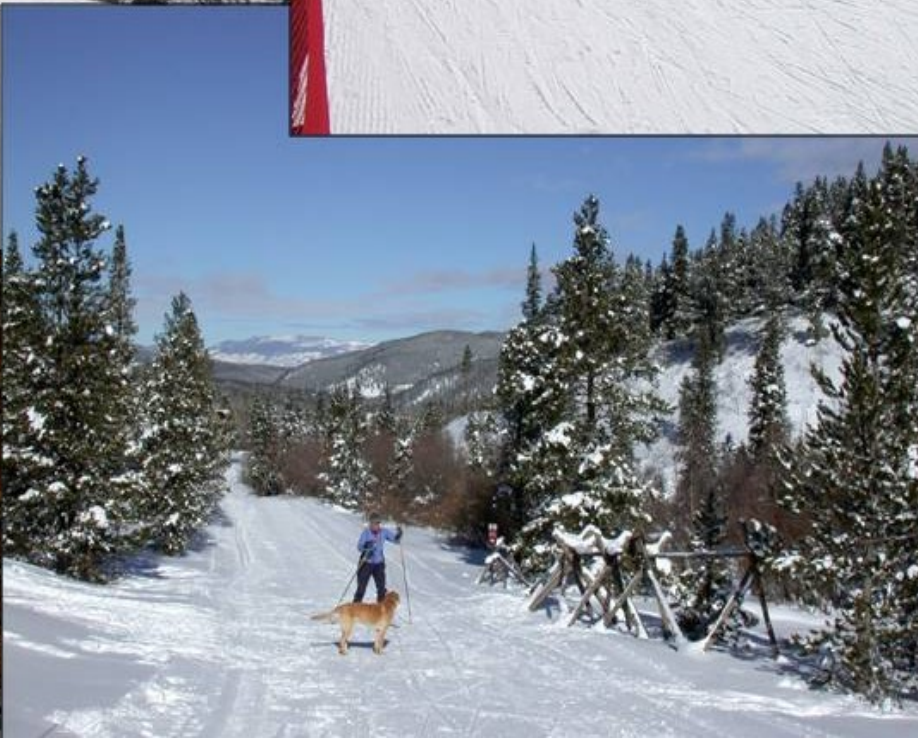
32 TOWN OF BRECKENRIDGE  
33  
34  
35

36 By \_\_\_\_\_  
37 John G. Warner, Mayor  
38

39 ATTEST:  
40  
41

42 \_\_\_\_\_  
43 Mary Jean Loufek, CMC,  
44 Town Clerk





## 2011 Upper Blue Nordic Plan



# 2011 Upper Blue

## Nordic Plan



Prepared by the Community Development Department  
P.O. Box 168  
Breckenridge, Co. 80424

### **Town Council**

John Warner, Mayor

Eric Mamula

Mike Dudick

Jeffrey Bergeron

Peter Joyce

Jennifer McAtamney

Mark Burke

### **Open Space Advisory Commission**

Dennis Kuhn, Chair

Scott Yule

Devon O'Neil

Jeff Cospolich

Erin Hunter

Jeff Carlson

# 2011 Upper Blue Nordic Plan

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## 1.0 Background

### 1.1 History

The sport of nordic skiing has a special heritage in Summit County, the Town of Breckenridge, and the Upper Blue River Basin. Father John Lewis Dyer- “The Snowshoe Itinerant”- traveled the area in the late 1800’s delivering mail and preaching to miners in local camps. The founders of the local ski community- including Trygve Berge, Sigurd Rockne and Olav Pedersen- were themselves largely responsible for introducing nordic skiing from Norway to the area. Since that time, the sport has evolved to become a popular activity for those seeking an introduction to the backcountry as well as those training to compete on an international level in racing. Nordic opportunities have existed in the Upper Blue Basin for many years, and long standing public and private efforts have been made to protect the access and available terrain from being transformed for other uses.



Trygve Berge & Sigurd Rockne were early pioneers of the Breckenridge Skiing Community

The Town of Breckenridge Open Space and Trails program also owes its inception to the sport of nordic skiing. The potential for loss of nordic (and summer) trails through the Shock Hill and Cucumber Creek Estates development review processes partially prompted the nordic community to organize themselves and bring an open space ballot initiative to vote by the general public in 1996. The initiative passed, giving the Breckenridge community a .5% sales tax dedicated to open space acquisition and management.



Shock Hill Nordic Bridge

The Town of Breckenridge (Town) first became directly engaged in the support of nordic skiing when the Town accepted nordic trail easements in the Shock Hill development. Since that time, the Town has continued to receive dedications of other sections of the nordic trail system around the Breckenridge Nordic Center. In the winter of 2001, the Town acquired the Preservation Parcel of the Cucumber Creek Estates development. This \$4.75 million purchase was the largest expense at that time that the Town had invested in

open space and trails. The purchase of this property also meant that the Breckenridge Nordic Center would need to be eventually moved from its present site to one that was designated specifically as a nordic skiing facility on an adjacent lot. Once the Breckenridge Town Council discussed the Town's investment in the relocation and potential reconstruction of the Breckenridge Nordic Center, they realized that there may be other nordic facility opportunities worthy of the Town's investment. As a result, the Breckenridge Town Council sought to thoroughly investigate all potential locations for nordic facilities and trails and determine the best array of sites and allocation of resources.

The Breckenridge Town Council called for the creation of the Upper Blue Nordic Master Plan Committee to accomplish this task. The committee was established with representatives from the Breckenridge Open Space Advisory Commission (BOSAC), nordic ski concessionaires, media, local racing community, local nordic advocacy organizations, and Town Planning Department and Recreation staff. The committee met on a monthly basis beginning in the winter of 2001 to develop the Master Plan.

The following were the goals outlined by the Upper Blue Nordic Master Plan Committee in 2001 and approved by both the Breckenridge Open Space Advisory Commission and the Breckenridge Town Council:

1) Expand the Breckenridge Municipal Golf Course trails network to approximately twenty kilometers and utilize the clubhouse as a nordic center building.



2) Reconstruct and expand the Breckenridge Nordic Center, and an associated nature center, with future expansion of both uses incorporated into one building.

3) Consider a satellite facility with the potential for future expansion at the Shock Hill Nordic Site. This would include lighted trails, incorporating low-level directional lights.

4) Find and secure an alternative alignment of the Breckenridge to Frisco groomed ski trail (which was the Rec Path at the time).

5) Seek a commitment by Vail Resorts to contribute to proposed nordic facilities, trails, and/or grooming.

In the nine years since the original 2001 UBNMP was approved, the following progress has occurred:

- The Gold Run Nordic Center was created, utilizing the Breckenridge Municipal Golf Course Clubhouse as the main facility. Approximately 20 kilometers are groomed on the golf course. The facility is owned and managed by the Town of Breckenridge.
- The Golden Horseshoe management planning process occurred during 2006 and 2007, part of which addressed groomed and undeveloped nordic trails in the Golden Horseshoe area.
- Nordic Group International was hired by the Town of Breckenridge to write a feasibility study addressing the expansion of the Gold Run Nordic Center into the Golden Horseshoe (Appendix A).
- The results of the nordic-related Golden Horseshoe management planning process included: a bubble was drawn around the area adjacent to the Gold Run Nordic Center (GRNC) where up to 30 kilometers of future nordic trails could be improved and constructed to bring the total kilometers of groomed nordic trails to 50 kilometers (Map 1); the decision was made to manage Sallie Barber road as non-motorized during the winter months; and a number of designated non-motorized ski routes in the Golden Horseshoe area were identified.
- Morton Trails, Inc. was hired by the Town of Breckenridge to phase and design the 30 kilometer expansion area in the Golden Horseshoe adjacent to the GRNC (Appendix B).
- Morton Trails recommended three phases of expansion. The first phase was a five kilometer loop in the Peabody Placer, designed for intermediate and advanced skiers, and suitable for a race venue. (Map 2)
- The Hoodoo Voodoo Trail was constructed in 2009 and represents the first phase of the expansion.
- The Breckenridge Open Space Advisory Commission held a retreat in February 2009 and discussed the question of whether the goal still existed to make Breckenridge a “regionally significant nordic destination.” BOSAC was in consensus that this goal had been reached, but that improvements should continue to be pursued.
- At the February 2009 retreat, BOSAC recommended that staff initiate a revision of the Upper Blue Nordic Master Plan that was approved in 2001 that would include both the developed nordic centers and the undeveloped cross country and backcountry ski areas.

- In 2010 and early 2011, staff held meetings to address the UBNMP revision. These meetings were attended by representatives from the Breckenridge Open Space Advisory Commission, Town Planning and Recreation departments, U.S. Forest Service, Summit County Open Space and Trails department, Breckenridge Nordic Center, Summit Huts Association, Summit Nordic Council, and interested users.
- Town of Breckenridge staff took the recommendations from the Upper Blue Nordic Master Plan Committee to draft the 2011 UBNMP revision.

## 1.2 Role of Nordic skiing in the community

Nordic skiing plays an important role for the local community. As an alternative activity for alpine ski resort visitors, it is also popular with local residents for several reasons. Some citizens are competitive nordic skiers that utilize the groomed trails for training and racing. Others nordic ski as a way to explore the backcountry, get exercise on their nearby trails, or cross train for other sports. During the 2009/2010 season, the skier numbers at nordic centers in Summit County were 40,000 and they are estimated to be 45,000 for the 2010/2011 season.

## 1.3 Entities involved

The process of revising of the UBNMP has involved the Breckenridge Town Council, Breckenridge Open Space Advisory Commission, Town of Breckenridge staff (from Community Development Department, Open Space and Trails Division, Recreation Department, and Gold Run Nordic Center), Summit County Government, U.S. Forest Service, Summit Huts, Summit Nordic Ski Club, and interested users.

## 1.4 User groups

The following user groups are defined and are being addressed as a part of this UBNMP:

- Skate skiers: these skiers utilize trails that are groomed specifically for skate skiing.
- Classic skiers: these skiers utilize trails that are groomed specifically for classic skiing.
- Cross country skiers: these skiers utilize ungroomed backcountry routes that are often also existing summertime roads or trails. These skiers park at trailheads throughout the Upper Blue Basin. The trails utilized by these skiers are occasionally marked by blue diamonds on trees.

- Backcountry skiers: these skiers are utilizing trailheads and ungroomed trails to access backcountry terrain for making alpine or telemark turns. They do not necessarily remain on established routes for their entire experience, but often will start on marked and ungroomed trails to access their desired terrain.

## 2.0 Vision

The vision that was established as a part of the original 2001 Upper Blue Nordic Master Plan was as follows:

“The vision of the Breckenridge Town Council is to provide an exceptional and well-rounded nordic skiing experience. There will be opportunities for the whole spectrum of nordic skiers, including those who have never attempted the sport and need basic instruction and beginner trails, those looking for a respite from an alpine ski vacation, those needing a backcountry excursion, and competitors requiring long distance training and racing opportunities with an array of terrain features.”

This vision continues to be valid and has been retained for the purposes of this revised nordic plan.

## 3.0 Nordic trails guidelines

Because the vision for nordic skiing in the Upper Blue River Basin includes the need for trails that are managed for racing and training, groomed recreational skiing (skating and classic), and backcountry touring, the terrain and maintenance of these trails should be appropriate for the user group addressed.

Guidelines for the design and construction of nordic ski trails are discussed more in-depth in the Golden Horseshoe Nordic Assessment (Nordic Group International, 2006) (Appendix A) and the Golden Horseshoe Nordic Trails Plan: Nordic Expansion Area (Morton Trails, 2008) (Appendix B).

### 3.1 Design Considerations

Racing/training: Generally the terrain for this use should be more challenging, with more hills and elevation grade changes.

Recreational groomed skiing: The terrain for this use should be flatter with less abrupt elevation changes and turns.

Cross Country skiing: The terrain for this use should be undulating yet moderate with long sweeping alignments as opposed to sharp corners or curves.

Backcountry skiing: The terrain for this use can be varied, but should provide a rustic experience that is easily accessible yet also integrates more rural and remote experiences. These users can tolerate and often prefer steeper approaches and descents that expedite their travel to alpine terrain.

### 3.2 Grooming

The following chart displays typical grooming dimensions for the different types of nordic skiing. The format of the chart was adapted from the Pitkin County Nordic Trails Plan (2008).

| Categories         | Full Width                                    | Medium Width                                  | Narrow Width                                           | Ungroomed                                                     |
|--------------------|-----------------------------------------------|-----------------------------------------------|--------------------------------------------------------|---------------------------------------------------------------|
| Width              | Up to 24 feet                                 | 14-16 feet                                    | 5-8 feet                                               | N/A                                                           |
| Track Type         | Dual or single classic and 12-foot skate lane | Single classic and 8-foot or wider skate lane | Skate lane with or without classic track, or a classic | Tracked by skiers themselves                                  |
| Examples           | Buffalo Flats                                 | Hoodoo Voodoo                                 | Preston Loop                                           | Peaks Trail                                                   |
| User Groups        | Skiers/Snowshoers possibly on the side        | Skiers/Snowshoers possibly on the side        | Generally classic skiers                               | Cross Country skiers, Backcountry skiers, snowshoers and snow |
| Grooming Equipment | Snowcat                                       | Snowcat                                       | Snowmobile                                             | N/A                                                           |

## 4.0 Infrastructure

Structures associated with nordic skiing pursuits, such as warming huts, trailheads and informational kiosks, should generally reflect the nordic community goals of being energy efficient and unobtrusive, and should not alter the backcountry character of the open space program. The existing clubhouse at Gold Run should be utilized due to its exceptional space, parking and accessibility. The proposed Breckenridge Nordic Center building should be designed and built in a way that meets the needs of the nordic concessionaire and the Town while also minimizing impacts to the Cucumber Gulch Preserve open space.

## 5.0 Guiding principles for trail improvements and expansion

Trail improvements for nordic skiing should be well planned to accommodate nordic skiing, summer uses and forest health access, where applicable. Improvements should be considered when there is the appropriate demand, political support, and available resources. Trails should increase connectivity with other existing nordic routes while maximizing the benefit to trail users and protecting open space values. The onetime impact of trail construction should be considered in light of the long term maintenance of those routes. The long term maintenance and grooming (where appropriate) should be given consideration over the short term construction impacts.

## 6.0 Winter trail system proposed improvements

Table A is a list of each of the focus areas that were discussed by the Upper Blue Nordic Master Plan Committee. Map 3 depicts the locations of these areas. The table lists each of the developed nordic areas, including their existing trail systems and proposed expansions, as well as the proposed expansion areas. For each area, the particular characteristics and values were identified, in addition to possible risks, needs or limitations that were noteworthy. The last category “Suggested Enhancements,” contains recommendations by members of the Committee on possible improvements for each of the focus areas. A summary of the primary characteristics and priority recommendations, as agreed upon for each focus area by the Committee, are provided below.

### 6.1 Developed systems

The Town of Breckenridge is directly involved in the management of the two developed nordic centers in the Upper Blue Basin. The Town manages all aspects of the Gold Run Nordic Center and would be responsible for any related improvements or enhancements. The Breckenridge Nordic Center is a public/private enterprise that is a joint effort between the Town and a concessionaire. Any efforts taken to address enhancements of the existing Breckenridge Nordic Center would be done collaboratively between the Town and the concessionaire. The Peak 6 and 7 expansion areas,

however, lie outside of the Town limits and would be the responsibility of the concessionaire and the U.S. Forest Service.

### 6.1.1 Gold Run Nordic Center

#### 6.1.1.1 Golf Course Terrain

The area of the Gold Run Nordic Center that exists on the Breckenridge Municipal Golf Course terrain is owned and operated by the Town of Breckenridge. It is centrally located and has its own on-site maintenance facility. GRNC is an excellent event venue and allows the public to utilize the clubhouse and parking amenities created for the summer golf operation. In combination with the Golden Horseshoe area, GRNC has a good variety of terrain for different ability levels.

Priority enhancements for the *Gold Run Nordic Center that exist on the golf course terrain:*

- Re-evaluate the existing trail alignments for a better user experience. Enhance the terrain that already exists, while creating more efficient loops for both grooming and events.
- Develop a common vision between the golf course and nordic operations. Encourage grooming that will enhance the nordic experience while preserving the golf course and its operations. Evaluate rubber tracks for the snow cat, which might reduce the impacts to the golf course.
- Develop a homologated loop from the golf course terrain for the purpose of destination events, having a “destination trail,” etc. This loop would likely incorporate the Peabody terrain.

#### 6.1.1.2 Peabody/Preston Area

The Peabody/Preston area is located to the east of the golf course terrain of the Gold Run Nordic Center. Although this area lies on jointly owned Town of Breckenridge and Summit County Government property, it is a part of the Gold Run Nordic Center. This area accommodates a variety of user groups and ability levels. With its northerly aspect, it holds snow well and does not have the greens-related grooming issues present on the golf course portion of the nordic center. There are several historical structures that can be seen from the trails network with excellent wildlife viewing and interpretive opportunities as well. This trail network is very popular with local nordic and cross country skiers, in part due to the dog-friendly trails.



Priority enhancements for the *Peabody/Preston areas of the Gold Run Nordic Center*:

- Create a homologated trail without two-way traffic.
- Construct the Above the Bench and Sluice trails. These proposed trails are a natural extension to the existing network and would increase the amount of moderate terrain close to existing trails.
- Redesign the Preston Loop for a better experience, with a focus on the widening of the trail prism and the rerouting of the Extension Mill Road.

### 6.1.1.3 Proposed Expansion Area

The area beyond the Peabody/Preston area that was included in the Town of Breckenridge Golden Horse Nordic Trails Plan is considered the proposed expansion area. Phase II of the expansion area is called the Upper Bench and includes the terrain upslope of the Peabody Placer and to the west of Gold Run Road. This terrain is very moderate, user friendly and proximal to the existing groomed nordic trails. Phase III of the plan lies between Dry Gulch and Discovery Hill and has more challenging terrain and exposure issues.

Priority enhancement for the *Golden Horseshoe Expansion Area* is:

- As mentioned above, the short-term focus is on the design and construction of the Above the Bench/Sluice trail (which would help with the race loop concept described above) and the Upper Bench Trail, as described in the Morton Trail plan in Appendix B.

### 6.1.2 Breckenridge Nordic Center

#### 6.1.2.1 Peak 8 Base

The Breckenridge Nordic Center (BNC) is a well established facility over 30 years old that is located close to town and can be accessed by either public busses or the gondola. The BNC receives early season snow and contains good terrain for a variety of users. The trail system lies largely within the

Cucumber Gulch Preserve and so integrates an environmental education component, particularly with the interpretive signage that already exists. The restored Josie's Cabin at the bottom of the wetlands complex provides a historical element as well. This nordic center is a good example of a public/private partnership between the concessionaire and the Town of Breckenridge.

Priority enhancements for the existing *Peak 8 base of the Breckenridge Nordic Center* are as follows:

- Create a year-round facility.
- Establish a stewardship/sentry/guardian presence for the Cucumber Gulch Preserve.
- Provide better management of Josie's Cabin.

#### 6.1.2.2 Peaks 6 and 7

The concessionaire at the Breckenridge Nordic Center holds a special use permit on USFS lands in the area below Peaks 6 and 7. Currently there are approximately 12 kilometers of trails that exist on old alignments and road grades. The concessionaire has been working with the USFS on a long-term plan for the management of the area and an expanded trail network. Currently the trail system is an excellent amenity for locals, has great early and late season snow conditions, and has moderate terrain with expansive views once skiers can access the higher elevation trails.

Priority recommendations for the *proposed Peak 7 expansion area* are the following:

- Build a year-round facility.
- Construct additional 20 kilometers of nordic-specific, machine-built trails that are easily groomed, and more moderate and contoured for a better user experience.
- Reroute the Gluteous Maximus, Minumus, and Jeffrey's Biff trails.
- Maintain dog-friendly trails, but with more management and oversight.
- Maintain free public backcountry access through the groomed nordic system.
- Incorporate an environmental interpretive component.
- Coordinate plans and uses with the surrounding stakeholders.

## 6.2 Undeveloped systems

The undeveloped areas are largely ungroomed cross country and backcountry skiing trailheads and trails that are skied in by the users. They are often destinations for a combination of cross country skiers, backcountry skiers, snowshoers, and walkers. Although some of these areas lie on property that is owned and managed by Summit County and/or the Town of Breckenridge, many of these areas fall under the U.S. Forest Service jurisdiction and will be subject to the direction of the agency's approved White River National Forest Travel Management Plan. This plan provides recommendations from the Town of Breckenridge with respect to the management of some of these areas, but the approval and implementation of related actions will be subject to approval by the U.S. Forest Service and in some cases, Summit County Government. It should be noted that the U.S. Forest Service currently does not limit ungroomed skiing to designated routes. Skiing, snowshoeing and walking are allowed throughout the Forest.

### 6.2.1 General considerations

Some considerations for winter ski routes (primarily for cross country skiing) as both summer and winter trails in the Upper Blue River area are further developed and managed area as follows:

- Provide more education about winter trail etiquette (e.g. separation of uses within a corridor, picking up dog waste, etc.).
- Develop winter-specific trail standards for design and construction.

Evaluate the snow compaction routes as designated by the USFS for accuracy and appropriateness and alter the system as necessary to reflect use patterns.

### 6.2.2 Swan River Drainage

Horseshoe Gulch (a.k.a. Tiger Dredge area) is a popular winter recreation destination for non-motorized users. There is a trailhead with good parking and a variety of moderate terrain with many loop opportunities. The area is good winter elk habitat, so there are plenty of opportunities for wildlife viewing, but also the possibility of skier-generated wildlife impacts.

Priority enhancements In the *Horseshoe Gulch* area:

- Establish a trail connection between Horseshoe Gulch and the Galena Ditch.
- Create a trail connection between the Tiger Townsite and Rock Island (accessing the Galena Ditch from the east).

Further east up the Swan River drainage, the terrain is steeper and there is a greater mixture of motorized and non-motorized use.

Priority enhancements for the *North Fork* area:

- Provide increased law enforcement related to unauthorized motorized use.
- Provide a winter gate and signage for Wise Mountain.

Priority enhancements for the *American Gulch* area:

- Install signage or barriers to help protect Monitor Gulch from encroaching motorized use

### 6.2.3 French Gulch

French Gulch is one of the most popular areas for ungroomed cross country skiing in the Upper Blue Basin. It is very close to the Town of Breckenridge and local neighborhoods, there is abundant easy and moderate terrain, the motorized and non-motorized uses are segregated, designated parking areas are plowed and maintained, and there are many dog-friendly trails. Most of the land in this area is in public ownership and public access is secure.

Priority enhancements for the *French Gulch* area:

- Create a complete east-west route that would connect the Wellington Neighborhood, the B&B trail, Sallie Barber, and Black Gulch. This would be contingent upon an evaluation of the wildlife impacts and permission to cross private properties.
- Expand the parking at the Lincoln Townsite to accommodate more users and snowmobile trailers effectively.
- Gain legal access to Australia Gulch and between the B&B trail and Barney Ford.
- Construct a sustainable reroute of the Weber Gulch Trail.

#### 6.2.4 Baldy to Boreas Pass

This area is close to town and one of the most popular backcountry ski destinations. The variety of terrain, between the Boreas Pass Road and the slopes of Baldy Mountain, and the good snow conditions provide a variety of opportunities for users. Boreas Pass Road provides access to the Section House, a backcountry ski hut managed by Summit Huts Association.

Priority enhancements for the Baldy to Boreas Pass area:

- Enforce the non-motorized designation on Baldy Mountain.
- Pursue trailhead parking for Baldy Mountain area.

#### 6.2.5 Indiana/Pennsylvania Gulches

This is also a very popular destination area for groomed nordic, cross country and backcountry skiing. The Spruce Valley Ranch homeowners' association grooms an out-and-back section of Indiana Gulch which is used by many skiers. This trail accesses additional moderate terrain that is very popular with cross country and backcountry users seeking a more remote experience.

Pennsylvania Gulch is popular primarily because of the steeper backcountry ski terrain. The trailhead is owned and managed jointly by the Town of Breckenridge and Summit County Government.

Priority enhancements for *Indiana/Pennsylvania Gulches*:

- Close the central Indiana Gulch and Dyersville roads to motorized use. These provide an excellent cross country ski loop with the main Indiana Gulch trail.
- Pursuant to the outcome of the USFS Travel Management Plan for the White River National Forest, install a gate at the Pennsylvania Gulch trailhead or pursue a non-motorized trail route that would separate users.
- Expand the parking area at the Pennsylvania Gulch trailhead where possible.

#### 6.2.6 Fredonia Gulch

This area only receives light use. It is easily accessible from Highway 9 and provides a good neighborhood amenity. Some skiers use it as an out-and-back route and others utilize it as an access for more backcountry terrain. There is no legal parking and there are private property issues along the main route.

Priority enhancements for *Fredonia Gulch*:

- Secure legal parking for access to Fredonia Gulch.
- Create a connection between Fredonia Gulch, the Blue River Extension Trail, and Pennsylvania Gulch.

#### 6.2.7 Red Mountain

This area only receives light use. It is easily accessible from Highway 9 and provides a good neighborhood amenity. Some skiers use it as an out-and-back route and others utilize it as an access for more backcountry terrain. There is no legal parking and there are private property issues along the main route.

Priority enhancements for *Fredonia Gulch*:

- Secure legal parking for access to Fredonia Gulch.

- Create a connection between Fredonia Gulch, the Blue River Extension Trail, and Pennsylvania Gulch.

#### 6.2.8 Bemrose Ski Circus

This is a very popular area for many users. The parking at Hoosier Pass is convenient and adequate. The main trail is contouring and provides moderate terrain. This area has excellent early season snow conditions and provides easy access to the higher peaks and steeper terrain surrounding it.

Priority enhancements for the *Bemrose Ski Circus* area:

- Provide better motorized/non-motorized signage, strategic barriers and enforcement at both the north and south ends.
- Install pedestrian crossing signs at the top of Hoosier Pass.
- Develop a designated trail between the upper and lower sections.
- Reroute sections of the main trail to avoid wetland impacts.
- Provide legal parking at the lower Bemrose access point.

#### 6.2.9 Hoosier Pass (West)

This area is very popular due to the ease of access. Most of the area is above treeline and therefore very scenic with easy access to high alpine terrain. Like the Bemrose area, this is a great place to ski during the early and late ski season. There are several loop options and Tractor Bowl is a destination area for backcountry skiers seeking steeper terrain.

Priority enhancements for the *Hoosier Pass (West)* area:

- Regulate the motorized and hybrid use, working jointly with the Pike San-Isabel and White River National Forests.
- Re-establish the Wheeler Trail from the summit with blue diamonds.

### 6.2.10 Quandary/McCullough Gulch

Like the other areas in the Hoosier Pass vicinity, the Quandary/McCullough Gulch area is popular because it has early and late season snow, it provides for a variety of users, and it offers access to higher alpine terrain. Quandary is one of the most popular peaks for backcountry skiers and snowshoers, given its easy access and moderate approach.

Priority enhancements for the *Quandary/McCullough Gulch* area:

- Improve and expand the trailhead parking on the Quandary side.
- Improve the system of contouring routes. One possibility would be marking the Wheeler Trail across the base of Quandary with blue diamonds while decommissioning other routes.

### 6.2.11 Spruce Creek

Spruce Creek offers a separated use opportunity, where non-motorized users can utilize the narrower trail and motorized users can use the road grade. There is a parking lot with adequate space for the large numbers of users that come to this area. The trail and road are used to access Francie's Hut, which is managed by the Summit Huts Association. This area is very popular with locals and visitors alike. It is used primarily by cross country skiers and snowshoers, although backcountry skiers will use the trail system to access the higher alpine terrain above the hut.

Priority enhancements for the *Spruce Creek* area:

- Monitor and manage unauthorized motorized use.
- Improve the signage leading to the parking area.
- Provide earlier season vehicular closures.

### 6.2.12 Burro Trail



The Burro Trail is close to Breckenridge, it is already well marked with blue diamonds, and has a wide corridor, making the route finding easy. The trail holds snow well and usually has good ski conditions. It has very moderate terrain, making it a great trail for cross country skiing and snowshoeing. It provides good links to other trails on the adjacent USFS lands and is accessible from the base of Peak 9 of the Breckenridge Ski Resort.

Priority enhancements for the *Burro Trail* area:

- Improve the parking options. There should be dedicated public parking and better signage to access the northern end of the trail.
- Improve the trailhead. Besides expanded parking options, a kiosk at the beginning of the trail would improve wayfinding and streamline access.

#### 6.2.13 Peaks Trail

The Peaks Trail is among the most popular winter nordic ski trails in the Upper Blue basin. From the trailhead on CR 3, skiers can find a groomed experience, a moderate cross country ski, or access to excellent backcountry terrain (such as Peaks 4,5, and 6). There are multiple trail connections and loop opportunities for a variety of users and the trails are all dog-friendly.

Priority enhancements for the *Peaks Trail*:

- Develop and install an information kiosk at the trailhead.
- Coordinate the access and continued use with the Breckenridge Nordic Center master development plan for Peak 7.
- Work with the County, Breckenridge Ski Resort, and the U.S. Forest Service to manage the trailhead for nordic, cross country, and backcountry skiers only.

#### 6.2.14 Peak 7 Neighborhood (Green Gate, North Barton)

The skiing out of the Peak 7 neighborhood is a great amenity for locals. There are multiple trail connections and loop opportunities. Users can access the groomed skiing, the cross country skiing

on the Peaks Trail or other trails, or access the higher alpine skiing on Peaks 4, 5, and 6 for backcountry skiing.

Priority enhancements for the *Peak 7 neighborhood* area:

- Address the parking issues. This could be done through a combination of monitoring and policing the existing parking areas (e.g. unauthorized alpine ski area use parking at the Peaks Trailhead, pushing cross country skiers to the Green Gate or Slalom Drive), and/or developing a more official trailhead at the Green Gate with delineated parking, signage and a kiosk for the nordic, cross country and backcountry skiers.
- Provide designated backcountry trail access to Peaks 4, 5, and 6 through the groomed system with diamonds on trees or something similar.
- Investigate a new access to Peak 5 in the event that the Breckenridge Ski Resort Peak 6 expansion occurs. Focus on the North Barton Creek access in particular.
- Monitor the tree clearing from the Breckenridge Fuels Project to continue to provide a buffer of trees to preserve and protect snow quality where possible.

#### 6.2.15 Gold Hill (Colorado Trail trailhead and USFS road)

The Gold Hill area is very popular with easy access and moderate terrain for cross country skiers and snowshoers. There are good loop opportunities with the array of old logging roads and the Colorado Trail is well marked.

Priority enhancements for the *Gold Hill* area:

- Monitor the tree clearing from the Breckenridge Fuels Project to continue to provide a buffer of trees to preserve and protect snow quality where possible.

1 **FOR ADOPTION – OCTOBER 4, 2011**

2  
3 BEFORE THE PLANNING COMMISSION

4  
5 OF THE TOWN OF BRECKENRIDGE

6  
7 RESOLUTION NO. 9

8  
9 A RESOLUTION RECOMMENDING THE INCLUSION OF THE “UPPER BLUE NORDIC  
10 MASTER PLAN (REVISED 2011)” AS A PART OF THE TOWN’S COMPREHENSIVE  
11 PLAN

12  
13 WHEREAS, the Town of Breckenridge has previously adopted the Town of  
14 Breckenridge Comprehensive Plan; and

15  
16 WHEREAS, Section 9-4-1 of the Breckenridge Town Code provides that as the work of  
17 making the whole Town Comprehensive Plan progresses, the Town Council may, from time to  
18 time, adopt additional parts of the Town Comprehensive Plan in accordance with the procedures  
19 set forth in Section 9-4-4 of the Breckenridge Town Code; and

20  
21 WHEREAS, the “Upper Blue Nordic Master Plan (Revised 2011)”, has been prepared, a  
22 copy of which is marked Exhibit “A”, attached hereto and incorporated herein by reference; and

23  
24 WHEREAS, the “Upper Blue Nordic Master Plan (Revised 2011)” is proposed to be  
25 incorporated into the Town’s Comprehensive Plan; and

26  
27 WHEREAS, pursuant to Section 9-4-3 of the Breckenridge Town Code, the proposed  
28 incorporation of the “Upper Blue Nordic Master Plan (Revised 2011)” into the Town’s  
29 Comprehensive Plan has been referred to the Town of Breckenridge Planning Commission; and

30  
31 WHEREAS, Section 9-4-3 of the Breckenridge Town Code directs the Planning  
32 Commission to deliver to the Town Council, in writing, its recommendations concerning a  
33 proposed amendment to the Town’s Comprehensive Plan; and

34  
35 WHEREAS, the Planning Commission has reviewed the proposed “Upper Blue Nordic  
36 Master Plan (Revised 2011)” and is familiar with its contents; and

37  
38 WHEREAS, the Planning Commission finds and determines that it should recommend to  
39 the Town Council that the “Upper Blue Nordic Master Plan (Revised 2011)” be adopted by the  
40 Town and incorporated into the Town’s Comprehensive Plan.

41  
42 NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE  
43 TOWN OF BRECKENRIDGE, COLORADO, as follows:

1            Section 1. The Planning Commission recommends to the Town Council of the Town of  
2 Breckenridge that the “Upper Blue Nordic Master Plan (Revised 2011)” (Exhibit “A” hereto) be  
3 adopted and incorporated into the Town of Breckenridge Comprehensive Plan.  
4

5            Section 2. This resolution is the Planning Commission’s written comments on the  
6 proposed inclusion of the “Upper Blue Nordic Master Plan (Revised 2011)” into the Town of  
7 Breckenridge Comprehensive Plan as required by Section 9-4-3 of the Breckenridge Town Code.  
8

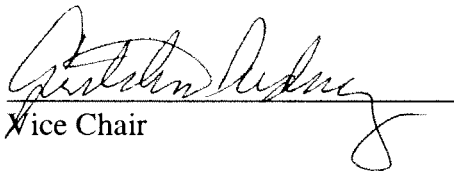
9            Section 3. This Resolution shall become effective upon its adoption.

10  
11 RESOLUTION APPROVED AND ADOPTED THIS 4<sup>th</sup> DAY OF October, 2011.  
12

13 TOWN OF BRECKENRIDGE PLANNING  
14 COMMISSION

15  
16 By   
17 \_\_\_\_\_  
18 Chair  
19

20 ATTEST:

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25 Vice Chair  
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**MEMO**

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 36 (New Flood Damage Prevention Ordinance)

DATE: September 29, 2011 (for October 11<sup>th</sup> meeting)

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The second reading of the new Flood Damage Prevention Ordinance is scheduled for your meeting on October 11<sup>th</sup>. 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 – OCT. 11**

2  
3 **NO CHANGE FROM FIRST READING**

4  
5 COUNCIL BILL NO. 36

6  
7 Series 2011

8  
9 AN ORDINANCE REPEALING AND READOPTING WITH CHANGES CHAPTER 3 OF  
10 TITLE 10 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE “BRECKENRIDGE  
11 FLOOD DAMAGE PREVENTION ORDINANCE”

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

15  
16 Section 1. Chapter 3 of Title 10 of the Breckenridge Town Code is repealed and  
17 readopted with changes so as to read in its entirety as follows:

18  
19 CHAPTER 3

20  
21 FLOOD DAMAGE PREVENTION

22  
23 SECTION:

- 24  
25 10-3-1: TITLE  
26 10-3-2: STATUTORY AUTHORIZATION  
27 10-3-3: FINDINGS  
28 10-3-4: STATEMENT OF PURPOSE  
29 10-3-5: METHODS OF REDUCING FLOOD LOSSES  
30 10-3-6: DEFINITIONS  
31 10-3-7: LANDS TO WHICH THIS CHAPTER APPLIES  
32 10-3-8: BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREA  
33 10-3-9: ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT  
34 10-3-10: COMPLIANCE  
35 10-3-11: ABROGATION AND GREATER RESTRICTIONS  
36 10-3-12: INTERPRETATION  
37 10-3-13: WARNING AND DISCLAIMER OF LIABILITY  
38 10-3-14: DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR  
39 10-3-15: DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN  
40 ADMINISTRATOR  
41 10-3-16: PERMIT PROCEDURES  
42 10-3-17: VARIANCE PROCEDURES  
43 10-3-18: GENERAL STANDARDS FOR FLOOD HAZARD REDUCTION  
44 10-3-19: SPECIFIC STANDARDS FOR FLOOD HAZARD REDUCTION  
45 10-3-20: STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)

- 1 10-3-21: FLOODWAYS
- 2 10-3-22: ALTERATION OF A WATERCOURSE
- 3 10-3-23: PROPERTIES REMOVED FROM THE FLOODPLAIN BY FILL
- 4 10-3-24: STANDARDS FOR SUBDIVISION PROPOSALS
- 5 10-3-25: STANDARDS FOR CRITICAL FACILITIES
- 6 10-3-26: VIOLATIONS; PENALTIES

7  
8 **10-3-1: TITLE:** This Chapter is entitled and may be cited as the “2011 Breckenridge Flood  
9 Damage Prevention Ordinance.”

10  
11 **10-3-2: STATUTORY AUTHORIZATION:** The Town Council finds, determines, and  
12 declares that it has the power to adopt this Chapter pursuant to: (i) the Local Government Land  
13 Use Control Enabling Act, Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31,  
14 C.R.S. (concerning municipal zoning powers); (iii) Section 31-15-103, C.R.S. (concerning  
15 municipal police powers); (iv) Section 31-15-401, C.R.S.(concerning municipal police powers);  
16 (v) the authority granted to home rule municipalities by Article XX of the Colorado Constitution;  
17 and (vi) the powers contained in the Breckenridge Town Charter.

18  
19 **10-3-3: FINDINGS:**

20  
21 A. The flood hazard areas of the Town are subject to periodic inundation, which can  
22 result in loss of life and property, health and safety hazards, disruption of commerce and  
23 governmental services, and extraordinary public expenditures for flood protection and relief, all  
24 which adversely affect the health, safety, and general welfare of the public.

25  
26 B. These flood losses are created by the cumulative effect of obstructions in floodplains  
27 that cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas  
28 by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated,  
29 floodproofed, or otherwise protected from flood damage.

30  
31 **10-3-4: STATEMENT OF PURPOSE:** It is the purpose of this Chapter to promote public  
32 health, safety and general welfare and to minimize public and private losses due to flood  
33 conditions in specific areas by provisions designed to:

- 34  
35 1. Protect human life and health;
- 36  
37 2. Minimize expenditure of public money for costly flood control projects;
- 38  
39 3. Minimize the need for rescue and relief efforts associated with flooding and generally  
40 undertaken at the expense of the general public;
- 41  
42 4. Minimize prolonged business interruptions;
- 43  
44 5. Minimize damage to critical facilities, infrastructure, and other public facilities such as  
45 water, sewer and gas mains; electric and communications stations; and streets and bridges  
46 located in floodplains;

1  
2 6. Help maintain a stable tax base by providing for the sound use and development of flood-  
3 prone areas in such a manner as to minimize future flood blight areas; and  
4

5 7. Insure that potential buyers are notified that property is located in a flood hazard area.  
6

7 **10-3-5: METHODS OF REDUCING FLOOD LOSSES:** In order to accomplish its purposes,  
8 this Chapter uses the following methods:  
9

10 1. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flood,  
11 or cause excessive increases in flood heights or velocities;  
12

13 2. Require that uses vulnerable to floods, including facilities that serve such uses, be  
14 protected against flood damage at the time of initial construction;  
15

16 3. Control the alteration of natural floodplains, stream channels, and natural protective  
17 barriers that are involved in the accommodation of flood waters;  
18

19 4. Control filling, grading, dredging, and other development that may increase flood  
20 damage; and  
21

22 5. Prevent or regulate the construction of flood barriers that will unnaturally divert flood  
23 waters or that may increase flood hazards to other lands.  
24

25 **10-3-6: DEFINITIONS:**  
26

27 A. When used in this Chapter, the following words have the following meanings unless  
28 the context clearly requires otherwise:  
29

100-YEAR FLOOD:

A flood having a recurrence interval that has a one-percent chance of being equaled or exceeded during any given year (one percent-annual-chance flood). The terms “one-hundred-year flood” and “one percent chance flood” are synonymous with the term “100-year flood.” The term does not imply that the flood will necessarily happen once every one hundred years.

100-YEAR FLOODPLAIN:

The area of land susceptible to being inundated as a result of the occurrence of a one-hundred-year flood.

500-YEAR FLOOD:

A flood having a recurrence interval that has a 0.2 percent chance of being equaled or exceeded during any given year (0.2-percent-



chance-annual-flood). The term does not imply that the flood will necessarily happen once every five hundred years.

**500-YEAR FLOODPLAIN:**

The area of land susceptible to being inundated as a result of the occurrence of a five-hundred-year flood.

**ADDITION:**

Any activity that expands the enclosed footprint or increases the square footage of an existing structure.

**ALLUVIAL FAN FLOODING:**

A fan-shaped sediment deposit formed by a stream that flows from a steep mountain valley or gorge onto a plain or the junction of a tributary stream with the main stream. Alluvial fans contain active stream channels and boulder bars, and recently abandoned channels. Alluvial fans are predominantly formed by alluvial deposits and are modified by infrequent sheet flood, channel avulsions, and other stream processes.

**AREA OF SHALLOW FLOODING:**

A designated Zone AO or AH on the Town's Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

**BASE FLOOD ELEVATION (BFE):**

The elevation shown on a FEMA Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

**BASEMENT:**

Any area of a building having its floor sub-grade (below ground level) on all sides.

**CHANNEL:**

The physical confine of stream or waterway

|                                             |                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                             | consisting of a bed and stream banks, existing in a variety of geometries.                                                                                                                                                                                                                                                      |
| CHANNELIZATION:                             | The artificial creation, enlargement, or realignment of a stream channel.                                                                                                                                                                                                                                                       |
| CODE OF FEDERAL REGULATIONS (CFR):          | The codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government. It is divided into 50 titles that represent broad areas subject to federal regulation.                                                                               |
| CONDITIONAL LETTER OF MAP REVISION (CLOMR): | FEMA’s comment on a proposed project, which does not revise an effective floodplain map, that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.                                                      |
| CRITICAL FACILITY:                          | A structure or related infrastructure, but not the land on which it is situated, as specified in Section 10-3-25, that if flooded may result in significant hazards to public health and safety or interrupt essential services and operations for the Town at any time before, during, and after a flood. See Section 10-3-25. |
| DEVELOPMENT:                                | Any man-made change in improved and unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.                                                                                  |
| DFIRM DATABASE:                             | Database (usually spreadsheets containing data and analyses that accompany DFIRMs). The FEMA Mapping Specifications and Guidelines outline requirements for the development and maintenance of DFIRM databases.                                                                                                                 |
| DIGITAL FLOOD INSURANCE RATE MAP (DFIRM):   | FEMA digital floodplain map. These digital maps serve as “regulatory floodplain maps” for insurance and floodplain management purposes.                                                                                                                                                                                         |

ELEVATED BUILDING:

A non-basement building: (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water; and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, “elevated building” also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters.

EFFECTIVE DATE OF THIS CHAPTER:

The effective date of this Chapter is November 30, 2011.

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION:

A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of this Chapter.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION:

The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FEDERAL REGISTER:

The official daily publication for rules, proposed rules, and notices of federal agencies and organizations, as well as executive orders and other presidential documents.

FEMA:

Federal Emergency Management Agency, the agency responsible for administering the National Flood Insurance Program.

**FLOOD OR FLOODING:**

A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of water from channels and reservoir spillways;
2. The unusual and rapid accumulation or runoff of surface waters from any source; or
3. Mudslides or mudflows that occur from excess surface water that is combined with mud or other debris that is sufficiently fluid so as to flow over the surface of normally dry land areas (such as earth carried by a current of water and deposited along the path of the current).

**FLOOD INSURANCE RATE MAP (FIRM):**

The Town's official map on which the Federal Emergency Management Agency has delineated both the Special Flood Hazard Areas and the risk premium zones applicable to the Town. Such map is adopted by reference and is part of this Chapter.

**FLOOD INSURANCE STUDY (FIS):**

The official report provided by the Federal Emergency Management Agency. The report contains the Flood Insurance Rate Map as well as flood profiles for studied flooding sources that can be used to determine Base Flood Elevations for some areas.

**FLOODPLAIN OR FLOOD-PRONE AREA:**

Any land area susceptible to being inundated as the result of a flood, including the area of land over that floodwater would flow from the spillway of a reservoir.

**FLOODPLAIN ADMINISTRATOR:**

The Town Engineer of the Town of Breckenridge.

**FLOODPLAIN DEVELOPMENT PERMIT:**

A permit required before construction or development begins within any Special Flood Hazard Area (SFHA). If FEMA has not defined the SFHA within the Town, the Town requires permits for all proposed construction or other development in the Town including

the placement of manufactured homes, so that it may determine whether such construction or other development is proposed within flood-prone areas. Permits are required to ensure that proposed development projects meet the requirements of the NFIP and this Chapter.

**FLOODPLAIN MANAGEMENT:**

The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

**FLOODPLAIN MANAGEMENT REGULATIONS:**

Zoning/land use ordinances and regulations, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of the police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

**FLOOD CONTROL STRUCTURE:**

A physical structure designed and built expressly or partially for the purpose of reducing, redirecting, or guiding flood flows along a particular waterway. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

**FLOODPROOFING:**

Any combination of structural and/or non-structural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

**FLOODWAY (REGULATORY FLOODWAY):**

The channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The Colorado statewide standard for the designated

height to be used for all newly studied reaches is one-half foot (six inches). Letters of Map Revision to existing floodway delineations may continue to use the floodway criteria in place at the time of the existing floodway delineation.

**FREEBOARD:**

The vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.

**FUNCTIONALLY DEPENDENT USE:**

A use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

**HIGHEST ADJACENT GRADE:**

The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

**HISTORIC STRUCTURE:**

Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs that have been approved by the Secretary of Interior; or
4. Landmarked structures pursuant to Chapter 11 of Title 9 of this Code that have been certified either:
  - a. By an approved state program as determined by the Secretary of the Interior or;
  - b. Directly by the Secretary of the Interior in states without approved programs.

**LEEVE:**

A man-made embankment, usually earthen, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding. For a levee structure to be reflected on the FEMA FIRMs as providing flood protection, the levee structure must meet the requirements set forth in 44 CFR 65.10.

**LEEVE SYSTEM:**

A flood protection system that consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

**LETTER OF MAP REVISION (LOMR):**

FEMA’s official revision of an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA).

LETTER OF MAP REVISION  
BASED ON FILL (LOMR-F):

FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.

LOWEST FLOOR:

The lowest floor of the lowest enclosed area (including basement). Any floor used for living purposes that includes working, storage, sleeping, cooking and eating, recreation, or any combination thereof. This includes any floor that could be converted to such a use such as a basement or crawl space. The lowest floor is a determinate for the flood insurance premium for a building, home, or business. An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

MANUFACTURED HOME:

A structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

MANUFACTURED HOME PARK  
OR SUBDIVISION:

A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL:

For purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which Base Flood Elevations shown on the Town's Flood Insurance Rate Map are referenced.

MATERIAL SAFETY DATA SHEET  
(MSDS):

A form with data regarding the properties of a particular substance. An important component of product stewardship and workplace safety, it



is intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner, and includes information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures.

**NATIONAL FLOOD INSURANCE PROGRAM (NFIP):**

FEMA's program of flood insurance coverage and floodplain management administered in conjunction with the Robert T. Stafford Relief and Emergency Assistance Act. The NFIP has applicable federal regulations promulgated in Title 44 of the Code of Federal Regulations. The U.S. Congress established the NFIP in 1968 with the passage of the National Flood Insurance Act of 1968.

**NEW MANUFACTURED HOME PARK OR SUBDIVISION:**

A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of this Chapter .

**NO-RISE CERTIFICATION:**

A record of the results of an engineering analysis conducted to determine whether a project will increase flood heights in a floodway. A No-Rise Certification must be supported by technical data and signed by a registered Colorado Professional Engineer. The supporting technical data should be based on the standard step-backwater computer model used to develop the 100-year floodway shown on the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM).

**PHYSICAL MAP REVISION (PMR):**

FEMA's action whereby one or more map panels are physically revised and republished. A PMR is used to change flood risk zones, floodplain and/or floodway delineations, flood elevations, and/or planimetric features.

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PLANNING COMMISSION:       | The Planning Commission of the Town of Breckenridge.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| RECREATIONAL VEHICLE:      | <p>A vehicle that is:</p> <ol style="list-style-type: none"> <li>1. Built on a single chassis;</li> <li>2. 400 square feet or less when measured at the largest horizontal projections;</li> <li>3. Designed to be self-propelled or permanently towable by a light duty truck; and</li> <li>4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| SPECIAL FLOOD HAZARD AREA: | The land in the floodplain within the Town subject to a one percent or greater chance of flooding in any given year, i.e., the 100-year floodplain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| START OF CONSTRUCTION:     | The date the building permit was issued, including substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first |

alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STATE: Has the meaning provided in Section 1-3-2 of this Code.

STRUCTURE: A walled and roofed building, including a gas or liquid storage tank, which is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure just prior to when the damage occurred.

SUBSTANTIAL IMPROVEMENT: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "Start of Construction" of the improvement. The value of the structure shall be determined by the Floodplain Administrator. This includes structures that have incurred "Substantial Damage", regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement officials and that are the minimum necessary conditions; or
2. Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure."

THRESHOLD PLANNING QUANTITY (TPQ): A quantity designated for each chemical on the list of extremely hazardous substances that

triggers notification by facilities to the state that such facilities are subject to emergency planning requirements.

TOWN: Has the meaning provided in Section 1-3-2 of this Code.

TOWN COUNCIL: Has the meaning provided in Section 1-3-2 of this Code.

VARIANCE: A grant of relief to a person from the requirement of this Chapter when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this Chapter. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations).

VIOLATION: The failure of a structure or other development to be fully compliant with this Chapter. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Insurance Program Regulations is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION: The height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

1  
2 B. Unless specifically defined in subsection A of this section, words or phrases used in this  
3 Chapter shall be interpreted to give them the meaning they have in common usage and to  
4 give this Chapter its most reasonable application.  
5

6 **10-3-7: LANDS TO WHICH THIS CHAPTER APPLIES:** The Chapter applies to all Special  
7 Flood Hazard Areas and areas removed from the floodplain by the issuance of a FEMA Letter of  
8 Map Revision Based on Fill (LOMR-F) within the jurisdiction of the Town.  
9

10 **10-3-8: BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREA:** The  
11 Special Flood Hazard Areas identified by the Federal Emergency Management Agency in a

1 scientific and engineering report entitled, “The Flood Insurance Study for the Town of  
2 Breckenridge,” dated November 16, 2011 with accompanying Flood Insurance Rate Maps and/or  
3 Flood Boundary-Floodway Maps (FIRM and/or FBFM) and any revisions thereto are adopted by  
4 reference and declared to be a part of this Chapter. These Special Flood Hazard Areas identified  
5 by the FIS and attendant mapping are the minimum area of applicability of this Chapter and may  
6 be supplemented by studies designated and approved by the Floodplain Administrator. The  
7 Floodplain Administrator shall keep a copy of the Flood Insurance Study (FIS), DFIRMs, FIRMs  
8 and/or FBFMs on file and available for public inspection.  
9

10 **10-3-9: ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT:** A Floodplain  
11 Development Permit is required to ensure conformance with the provisions of this Chapter.  
12

13 **10-3-10: COMPLIANCE:** No structure or land shall be located, altered, or have its use  
14 changed within the Special Flood Hazard Area without full compliance with the terms of this  
15 Chapter and other applicable regulations. Nothing in this Chapter prevents the Town from taking  
16 such lawful action as is necessary to prevent or remedy any violation. These regulations meet the  
17 minimum requirements as set forth by the Colorado Water Conservation Board and the National  
18 Flood Insurance Program.  
19

20 **10-3-11: ABROGATION AND GREATER RESTRICTIONS:** This Chapter is not intended  
21 to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However,  
22 where this Chapter and another ordinance, easement, covenant, or deed restriction conflict or  
23 overlap, whichever imposes the more stringent restriction shall prevail.  
24

25 **10-3-12: INTERPRETATION:** In the interpretation and application of this Chapter, all  
26 provisions shall be:  
27

- 28 1. Considered as minimum requirements;
- 29 2. Liberally construed in favor of the Town; and
- 30 3. Deemed neither to limit nor repeal any other powers granted under state statutes or other  
31 applicable law.  
32

33 **10-3-13: WARNING AND DISCLAIMER OF LIABILITY:** The degree of flood protection  
34 required by this Chapter is considered reasonable for regulatory purposes and is based on  
35 scientific and engineering considerations. On rare occasions greater floods can and will occur  
36 and flood heights may be increased by man-made or natural causes. This Chapter does not imply  
37 that land outside the Special Flood Hazard Area or uses permitted within such areas will be free  
38 from flooding or flood damages. This Chapter does not create liability on the part of the Town or  
39 any Town official or employee for any flood damages resulting from reliance on this Chapter or  
40 any administrative decision lawfully made pursuant to this Chapter.  
41

42 **10-3-14: SEVERABILITY:** Section 1-2-4 of this Code applies to this Chapter.  
43

44 **10-3-15: DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR:** The Town  
45 Engineer is appointed as Floodplain Administrator to administer, implement, and enforce the

1 provisions of this Chapter and other appropriate sections of 44 CFR (National Flood Insurance  
2 Program Regulations) pertaining to floodplain management.

3  
4 **10-3-16: DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN**

5 **ADMINISTRATOR:** Duties and responsibilities of the Floodplain Administrator include, but  
6 are not limited to, the following:

- 7  
8 1. Maintain and hold open for public inspection all records pertaining to the provisions of  
9 this Chapter, including the actual elevation (in relation to mean sea level) of the lowest  
10 floor (including basement) of all new or substantially improved structures and any  
11 floodproofing certificate required by Section 10-3-16.  
12
- 13 2. Review, approve, conditionally approve, or deny all applications for Floodplain  
14 Development Permits required by adoption of this Chapter.  
15
- 16 3. Review Floodplain Development Permit applications to determine whether a proposed  
17 building site, including the placement of manufactured homes, will be reasonably safe  
18 from flooding.  
19
- 20 4. Review permits for proposed development to assure that all necessary permits have been  
21 obtained from those federal, state or local governmental agencies (including Section 404  
22 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. §1334) from  
23 which prior approval is required.  
24
- 25 5. Inspect all development at appropriate times during the period of construction to ensure  
26 compliance with all provisions of this Chapter, including proper elevation of the  
27 structure.  
28
- 29 6. Where interpretation is needed as to the exact location of the boundaries of the Special  
30 Flood Hazard Area (for example, where there appears to be a conflict between a mapped  
31 boundary and actual field conditions) the Floodplain Administrator shall make the  
32 necessary interpretation.  
33
- 34 7. When Base Flood Elevation data has not been provided in accordance with Section  
35 10-3-8, the Floodplain Administrator shall obtain, review and reasonably utilize any Base  
36 Flood Elevation data and Floodway data available from a federal, state, or other source,  
37 in order to administer the provisions of this Chapter.  
38
- 39 8. For waterways with Base Flood Elevations for which a regulatory Floodway has not been  
40 designated, no new construction, substantial improvements, or other development  
41 (including fill) shall be permitted within Zones A1-30 and AE on the Town's FIRM,  
42 unless it is demonstrated that the cumulative effect of the proposed development, when  
43 combined with all other existing and anticipated development, will not increase the water  
44 surface elevation of the base flood more than one-half foot at any point within the Town.  
45

- 1       9. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood  
2       Insurance Program regulations, the Floodplain Administrator may approve certain  
3       development in Zones A1-30, AE, AH, on the Town's FIRM that increases the water  
4       surface elevation of the base flood by more than one-half foot only if the Town first  
5       applies for a conditional FIRM revision through FEMA (Conditional Letter of Map  
6       Revision), fulfills the requirements for such revisions as established under the provisions  
7       of Section 65.12, and receives FEMA approval.  
8
- 9       10. Notify, in riverine situations, adjacent communities and the State Coordinating Agency  
10       (the Colorado Water Conservation Board), prior to any alteration or relocation of a  
11       watercourse, and submit evidence of such notification to FEMA.  
12
- 13       11. Ensure that the flood carrying capacity within the altered or relocated portion of any  
14       watercourse is maintained.  
15

16 **10-3-17: PERMIT PROCEDURES:** An application for a Floodplain Development Permit shall  
17 be presented to the Floodplain Administrator on forms furnished by him/her and may include,  
18 but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and  
19 elevation of proposed landscape alterations, existing and proposed structures, including the  
20 placement of manufactured homes, and the location of the foregoing in relation to Special Flood  
21 Hazard Area. Additionally, the following information is required:  
22

- 23       1. Elevation (in relation to mean sea level) of the lowest floor (including basement) of all  
24       new and substantially improved structures;  
25
- 26       2. Elevation in relation to mean sea level to which any nonresidential structure will be  
27       floodproofed;  
28
- 29       3. A certificate from a registered Colorado Professional Engineer or architect that the  
30       nonresidential floodproofed structure shall meet the floodproofing criteria of Section 10-  
31       3-19(2);  
32
- 33       4. Description of the extent to which any watercourse or natural drainage will be altered or  
34       relocated as a result of proposed development.  
35
- 36       5. Maintain a record of all such information in accordance with Section 10-3-15.  
37

38 Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be  
39 based on all of the provisions of this Chapter and the following relevant factors:  
40

- 41       1. The danger to life and property due to flooding or erosion damage;  
42
- 43       2. The susceptibility of the proposed facility and its contents to flood damage and the effect  
44       of such damage on the individual owner;  
45
- 46       3. The danger that materials may be swept onto other lands to the injury of others;

- 1
- 2 4. The compatibility of the proposed use with existing and anticipated development;
- 3
- 4 5. The safety of access to the property in times of flood for ordinary and emergency
- 5 vehicles;
- 6
- 7 6. The costs of providing governmental services during and after flood conditions including
- 8 maintenance and repair of streets and bridges, and public utilities and facilities such as
- 9 sewer, gas, electrical, and water systems;
- 10
- 11 7. The expected heights, velocity, duration, rate of rise and sediment transport of the flood
- 12 waters and the effects of wave action, if applicable, expected at the site;
- 13
- 14 8. The necessity to the facility of a waterfront location, where applicable;
- 15
- 16 9. The availability of alternative locations, not subject to flooding or erosion damage, for
- 17 the proposed use; and
- 18
- 19 10. The relationship of the proposed use to the Town's master plan for that area.
- 20

21 **10-3-18: VARIANCE PROCEDURES:**

- 22
- 23 1. The Planning Commission shall initially hear and render judgment on requests for
- 24 variances from the requirements of this Chapter.
- 25
- 26 2. The Planning Commission shall also hear and render judgment on an appeal when it is
- 27 alleged there is an error in any requirement, decision, or determination made by the
- 28 Floodplain Administrator in the enforcement or administration of this Chapter.
- 29
- 30 3. Any Planning Commission decision made pursuant to this Chapter is subject to the call
- 31 up provisions of Chapter 1 of Title 9 of this Code.
- 32
- 33 4. The Floodplain Administrator shall maintain a record of all actions involving an appeal
- 34 and shall report variances to the Federal Emergency Management Agency upon request.
- 35
- 36 5. Variances may be issued for the reconstruction, rehabilitation, or restoration of structures
- 37 listed on the National Register of Historic Places, the State Inventory of Historic Places,
- 38 or landmarked structures under Chapter 11 of Title 9 of this Code without regard to the
- 39 procedures set forth in the remainder of this Chapter.
- 40
- 41 6. Variances may be issued for new construction and substantial improvements to be erected
- 42 on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing
- 43 structures constructed below the base flood level, providing the relevant factors in
- 44 Section 10-3-16 have been fully considered. As the lot size increases beyond the one-half
- 45 acre, the technical justification required for issuing the variance increases.
- 46



- 1 7. Upon consideration of the factors noted above and the intent of this Chapter, the Planning  
2 Commission may attach such conditions to the granting of variances as it deems  
3 necessary to further the purpose and objectives of this Chapter as described in Section 10-  
4 3-4.  
5
- 6 8. Variances shall not be issued within any designated floodway if any increase in flood  
7 levels during the base flood discharge would result.  
8
- 9 9. Variances may be issued for the repair or rehabilitation of historic structures upon a  
10 determination that the proposed repair or rehabilitation will not preclude the structure's  
11 continued designation as a historic structure and the variance is the minimum necessary  
12 to preserve the historic character and design of the structure.  
13
- 14 10. Prerequisites for granting variances:  
15
- 16 a. Variances shall only be issued upon a determination that the variance is the  
17 minimum necessary, considering the flood hazard, to afford relief.  
18
  - 19 b. Variances shall only be issued upon:  
20
    - 21 i. Showing a good and sufficient cause;
    - 22
    - 23 ii. A determination that failure to grant the variance would result in  
24 exceptional hardship to the applicant; and
    - 25
    - 26 iii. A determination that the granting of a variance will not result in  
27 increased flood heights, additional threats to public safety,  
28 extraordinary public expense, the creation of a nuisance, fraud on or  
29 victimization of the public, or a conflict with existing Town laws.  
30
  - 31 c. Any applicant to whom a variance is granted shall be given written notice that the  
32 structure will be permitted to be built with the lowest floor elevation below the  
33 Base Flood Elevation, and that the cost of flood insurance will be commensurate  
34 with the increased risk resulting from the reduced lowest floor elevation.  
35
- 36 11. Variances may be issued by the Town for new construction and substantial improvements  
37 and for other development necessary for the conduct of a Functionally Dependent Use  
38 provided that:  
39
- 40 a. The criteria outlined in Section 10-3-15 met; and
  - 41
  - 42 b. The structure or other development is protected by methods that minimize flood  
43 damages during the base flood and create no additional threats to public safety.  
44

1 **10-3-19: GENERAL STANDARDS FOR FLOOD HAZARD REDUCTION:** In all Special  
2 Flood Hazard Areas the following provisions are required for all new construction and  
3 substantial improvements:  
4

- 5 1. All new construction or substantial improvements shall be designed (or modified) and  
6 adequately anchored to prevent flotation, collapse, or lateral movement of the structure  
7 resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;  
8
- 9 2. All new construction or substantial improvements shall be constructed by methods and  
10 practices that minimize flood damage;  
11
- 12 3. All new construction or substantial improvements shall be constructed with materials  
13 resistant to flood damage;  
14
- 15 4. All new construction or substantial improvements shall be constructed with electrical,  
16 heating, ventilation, plumbing, and air conditioning equipment and other service facilities  
17 that are designed and/or located so as to prevent water from entering or accumulating  
18 within the components during conditions of flooding;  
19
- 20 5. All manufactured homes shall be installed using methods and practices that minimize  
21 flood damage. For the purposes of this requirement, manufactured homes must be  
22 elevated and anchored to resist flotation, collapse, or lateral movement. Methods of  
23 anchoring may include, but are not limited to, use of over-the-top or frame ties to ground  
24 anchors. This requirement is in addition to applicable state and local anchoring  
25 requirements for resisting wind forces.  
26
- 27 6. All new and replacement water supply systems shall be designed to minimize or  
28 eliminate infiltration of flood waters into the system;  
29
- 30 7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate  
31 infiltration of flood waters into the system and discharge from the systems into flood  
32 waters; and,  
33
- 34 8. On-site waste disposal systems shall be located to avoid impairment to them or  
35 contamination from them during flooding.  
36

37 **10-3-20: SPECIFIC STANDARDS FOR FLOOD HAZARD REDUCTION:** In all Special  
38 Flood Hazard Areas where base flood elevation data has been provided as set forth in (i) Section  
39 10-3-8, (ii) Section 10-3-15(7), or (iii) Section 10-3-23, the following provisions are required:  
40

41 1. RESIDENTIAL CONSTRUCTION  
42

43 New construction and Substantial Improvement of any residential structure shall have the  
44 lowest floor (including basement) elevated to one foot above the base flood elevation.  
45 Upon completion of the structure, the elevation of the lowest floor, including basement,

1 shall be certified by a registered Colorado Professional Engineer, architect, or land  
2 surveyor. Such certification shall be submitted to the Floodplain Administrator.

3  
4 2. NONRESIDENTIAL CONSTRUCTION

5  
6 With the exception of Critical Facilities, outlined in Section 10-3-25, new construction  
7 and Substantial Improvements of any commercial, industrial, or other nonresidential  
8 structure shall either have the lowest floor (including basement) elevated to one foot  
9 above the base flood level or, together with attendant utility and sanitary facilities, be  
10 designed so that at one foot above the base flood level the structure is watertight with  
11 walls substantially impermeable to the passage of water and with structural components  
12 having the capability of resisting hydrostatic and hydrodynamic loads and effects of  
13 buoyancy.

14  
15 A registered Colorado Professional Engineer or architect shall develop and/or review  
16 structural design, specifications, and plans for the construction, and shall certify that the  
17 design and methods of construction are in accordance with accepted standards of practice  
18 as outlined in this subsection. Such certification shall be maintained by the Floodplain  
19 Administrator, as required by Section 10-3-16.

20  
21 3. ENCLOSURES

22  
23 New construction and substantial improvements, with fully enclosed areas below the  
24 lowest floor that are usable solely for parking of vehicles, building access, or storage in  
25 an area other than a basement and that are subject to flooding, shall be designed to  
26 automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry  
27 and exit of floodwaters.

28  
29 Designs for meeting this requirement must either be certified by a registered Colorado  
30 Professional Engineer or architect or meet or exceed the following minimum criteria:

- 31  
32 a. A minimum of two openings having a total net area of not less than one square  
33 inch for every square foot of enclosed area subject to flooding shall be provided;  
34 b. The bottom of all openings shall be no higher than one foot above grade; and  
35 c. Openings may be equipped with screens, louvers, valves, or other coverings or  
36 devices provided that they permit the automatic entry and exit of floodwaters.

37  
38 4. MANUFACTURED HOMES

39  
40 All manufactured homes that are placed or substantially improved within Zones A1-30,  
41 AH, and AE on the Town's FIRM on sites: (i) outside of a manufactured home park or  
42 subdivision; (ii) in a new manufactured home park or subdivision; (iii) in an expansion to  
43 an existing manufactured home park or subdivision; or (iv) in an existing manufactured  
44 home park or subdivision on which manufactured home has incurred "substantial  
45 damage" as a result of a flood, shall be elevated on a permanent foundation such that the  
46 lowest floor of the manufactured home is elevated to one foot above the base flood

1 elevation and be securely anchored to an adequately anchored foundation system to resist  
2 flotation, collapse, and lateral movement.

3  
4 All manufactured homes shall be placed or substantially improved on sites in an existing  
5 manufactured home park or subdivision with Zones A1-30, AH and AE on the Town's  
6 FIRM that are not subject to the provisions of the above section, shall be elevated so that  
7 either:

- 8  
9 a. The lowest floor of the manufactured home is one foot above the base flood  
10 elevation; or  
11  
12 b. The manufactured home chassis is supported by reinforced piers or other  
13 foundation elements of at least equivalent strength that are no less than 36 inches  
14 in height above grade and be securely anchored to an adequately anchored  
15 foundation system to resist flotation, collapse, and lateral movement.

16  
17 **5. RECREATIONAL VEHICLES**

18  
19 All recreational vehicles placed on sites within Zones A1-30, AH, and AE on the Town's  
20 FIRM either:

- 21  
22 a. Be on the site for fewer than 180 consecutive days;  
23 b. Be fully licensed and ready for highway use; or  
24 c. Meet the permit requirements of Section 10-3-16, and the elevation and anchoring  
25 requirements for "manufactured homes" in subsection (4) of this section.

26  
27 A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is  
28 attached to the site only by quick disconnect type utilities and security devices, and has  
29 no permanently attached additions.

30  
31 **6. PRIOR APPROVED ACTIVITIES**

32  
33 Any activity for which a Floodplain Development Permit was issued by the Town or a  
34 CLOMR was issued by FEMA prior to the effective date of this Chapter may be  
35 completed according to the standards in place at the time of the permit or CLOMR  
36 issuance, and will not be considered in violation of this Chapter if it meets such  
37 standards.

38  
39 **10-3-21: STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES):**

40 Located within the Special Flood Hazard Area established in Section 10-3-8 are areas designated  
41 as shallow flooding. These areas have special flood hazards associated with base flood depths of  
42 one to three feet where a clearly defined channel does not exist and where the path of flooding is  
43 unpredictable and where velocity flow may be evident. Such flooding is characterized by  
44 ponding or sheet flow; therefore, the following provisions apply:

45  
46 **1. RESIDENTIAL CONSTRUCTION**

1  
2 All new construction and Substantial Improvements of residential structures have the  
3 lowest floor (including basement) elevated above the highest adjacent grade at least one  
4 foot above the depth number specified in feet on the Town's FIRM (at least three feet if  
5 no depth number is specified). Upon completion of the structure, the elevation of the  
6 lowest floor, including basement, shall be certified by a registered Colorado Professional  
7 Engineer, architect, or land surveyor. Such certification shall be submitted to the  
8 Floodplain Administrator.  
9

10 2. NONRESIDENTIAL CONSTRUCTION

11  
12 With the exception of Critical Facilities, outlined in Section 10-3-25, all new  
13 construction and Substantial Improvements of non-residential structures, must have the  
14 lowest floor (including basement) elevated above the highest adjacent grade at least one  
15 foot above the depth number specified in feet on the Town's FIRM (at least three feet if  
16 no depth number is specified), or together with attendant utility and sanitary facilities be  
17 designed so that the structure is watertight to at least one foot above the base flood level  
18 with wall substantially impermeable to the passage of water and with structural  
19 components having the capability of resisting hydrostatic and hydrodynamic loads of  
20 effects of buoyancy. A registered Colorado Professional Engineer or architect shall  
21 submit a certification to the Floodplain Administrator that the standards of this Section,  
22 as established in Section 10-3-16 are satisfied.  
23

24 Within Zones AH or AO adequate drainage paths around structures on slopes are  
25 required to guide flood waters around and away from proposed structures.  
26

27 **10-3-22: FLOODWAYS:** Floodways are administrative limits and tools used to regulate  
28 existing and future floodplain development. The state has adopted Floodway standards that are  
29 more stringent than the FEMA minimum standard (see definition of Floodway in Section 10-3-  
30 6). Located within Special Flood Hazard Area established in Section 10-3-8, are areas designated  
31 as Floodways. Since the Floodway is an extremely hazardous area due to the velocity of  
32 floodwaters that carry debris, potential projectiles and erosion potential, the following provisions  
33 shall apply:  
34

- 35 1. Encroachments are prohibited, including fill, new construction, substantial improvements  
36 and other development within the adopted regulatory Floodway unless it has been  
37 demonstrated through hydrologic and hydraulic analyses performed by a licensed  
38 Colorado Professional Engineer and in accordance with standard engineering practice  
39 that the proposed encroachment would not result in any increase (requires a No-Rise  
40 Certification) in flood levels within the Town during the occurrence of the base flood  
41 discharge.  
42
- 43 2. If Section 10-3-21(1), above, is satisfied, all new construction and substantial  
44 improvements shall comply with all applicable flood hazard reduction provisions of this  
45 Chapter.  
46

- 1           3. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood  
2 Insurance Regulations, the Town may permit encroachments within the adopted  
3 regulatory floodway that would result in an increase in Base Flood Elevations only if the  
4 Town first applies for a CLOMR and floodway revision through FEMA.  
5

6 **10-3-23: ALTERATION OF A WATERCOURSE:** For all proposed developments that alter a  
7 watercourse within a Special Flood Hazard Area, the following standards apply:  
8

- 9           1. Channelization and flow diversion projects shall appropriately consider issues of  
10 sediment transport, erosion, deposition, and channel migration and properly mitigate  
11 potential problems through the project as well as upstream and downstream of any  
12 improvement activity. A detailed analysis of sediment transport and overall channel  
13 stability should be considered, when appropriate, to assist in determining the most  
14 appropriate design.  
15           2. Channelization and flow diversion projects shall evaluate the residual 100-year  
16 floodplain.  
17           3. Any channelization or other stream alteration activity proposed by a project proponent  
18 must be evaluated for its impact on the regulatory floodplain and be in compliance with  
19 all applicable federal, state and Town floodplain rules, regulations and ordinances.  
20           4. Any stream alteration activity shall be designed and sealed by a registered Colorado  
21 Professional Engineer or Certified Professional Hydrologist.  
22           5. All activities within the regulatory floodplain shall meet all applicable federal, state and  
23 Town floodplain requirements and regulations.  
24           6. Within the Regulatory Floodway, stream alteration activities shall not be constructed  
25 unless the project proponent demonstrates through a Floodway analysis and report, sealed  
26 by a registered Colorado Professional Engineer, that there is not more than a 0.00-foot  
27 rise in the proposed conditions compared to existing conditions Floodway resulting from  
28 the project, otherwise known as a No-Rise Certification, unless the Town first applies for  
29 a CLOMR and Floodway revision in accordance with Section 10-3-21.  
30           7. Maintenance shall be required for any altered or relocated portions of watercourses so  
31 that the flood-carrying capacity is not diminished.

32 **10-3-24: PROPERTIES REMOVED FROM THE FLOODPLAIN BY FILL:** A Floodplain  
33 Development Permit shall not be issued for the construction of a new structure or addition to an  
34 existing structure on a property removed from the floodplain by the issuance of a FEMA Letter  
35 of Map Revision Based on Fill (LOMR-F) with a lowest floor elevation placed below the Base  
36 Flood Elevation with one foot of freeboard that existed prior to the placement of fill.  
37

38 **10-3-25: STANDARDS FOR SUBDIVISION PROPOSALS:**  
39

- 40           1. All subdivision proposals including the placement of manufactured home parks and  
41 subdivisions shall be reasonably safe from flooding. If a subdivision or other  
42 development proposal is in a flood-prone area, the proposal shall minimize flood damage.  
43  
44           2. All proposals for the development of subdivisions including the placement of  
45 manufactured home parks and subdivisions shall meet Floodplain Development Permit

1 requirements of Section 10-3-9; Section 10-3-16; and the provisions of Sections 10-3-18  
2 through 10-3-26, inclusive, of this Chapter.

- 3
- 4 3. Base Flood Elevation data shall be generated for subdivision proposals and other  
5 proposed development including the placement of manufactured home parks and  
6 subdivisions that is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise  
7 provided pursuant to Section 10-3-8 or Section 10-3-15 of this Chapter.  
8
- 9 4. All subdivision proposals including the placement of manufactured home parks and  
10 subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.  
11
- 12 5. All subdivision proposals including the placement of manufactured home parks and  
13 subdivisions shall have public utilities and facilities such as sewer, gas, electrical and  
14 water systems located and constructed to minimize or eliminate flood damage.  
15

16 **10-3-26: STANDARDS FOR CRITICAL FACILITIES:** A Critical Facility is a structure or  
17 related infrastructure, but not the land on which it is situated, as specified in Rule 6 of the Rules  
18 and Regulations for Regulatory Floodplains in Colorado, that if flooded may result in significant  
19 hazards to public health and safety or interrupt essential services and operations for the Town at  
20 any time before, during and after a flood.

21

22 1. CLASSIFICATION OF CRITICAL FACILITIES

23

24 It is the responsibility of the Floodplain Administrator to identify and confirm that  
25 specific structures in their Town meet the following criteria:

26

27 Critical Facilities are classified under the following categories: (a) Essential Services; (b)  
28 Hazardous Materials; (c) At-risk Populations; and (d) Vital to Restoring Normal Services.

- 29
- 30 a. Essential services facilities include public safety, emergency response, emergency  
31 medical, designated emergency shelters, communications, public utility plant  
32 facilities, and transportation lifelines.  
33

34 These facilities consist of:

- 35
- 36 i. Public safety (police stations, fire and rescue stations, emergency vehicle  
37 and equipment storage, and, emergency operation centers);  
38 ii. Emergency medical (hospitals, ambulance service centers, urgent care  
39 centers having emergency treatment functions, and non-ambulatory  
40 surgical structures but excluding clinics, doctors offices, and non-urgent  
41 care medical structures that do not provide these functions);  
42 iii. Designated emergency shelters;  
43 iv. Communications (main hubs for telephone, broadcasting equipment for  
44 cable systems, satellite dish systems, cellular systems, television, radio,  
45 and other emergency warning systems, but excluding towers, poles, lines,  
46 cables, and conduits);

- v. Public utility plant facilities for generation and distribution (hubs, treatment plants, substations and pumping stations for water, power and gas, but not including towers, poles, power lines, buried pipelines, transmission lines, distribution lines, and service lines); and
- vi. Air Transportation lifelines (airports [municipal and larger], helicopter pads and structures serving emergency functions, and associated infrastructure (aviation control towers, air traffic control centers, and emergency equipment aircraft hangars).

Specific exemptions to this category include wastewater treatment plants (WWTP), non-potable water treatment and distribution systems, and hydroelectric power generating plants and related appurtenances.

Public utility plant facilities may be exempted if it can be demonstrated to the satisfaction of the Floodplain Administrator that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same utility or available through an intergovernmental agreement or other contract) and connected, the alternative facilities are either located outside of the 100-year floodplain or are compliant with the provisions of this Chapter, and an operations plan is in effect that states how redundant systems will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the Floodplain Administrator on an as-needed basis upon request.

- b. Hazardous materials facilities include facilities that produce or store highly volatile, flammable, explosive, toxic and/or water-reactive materials.

These facilities may include:

- i. Chemical and pharmaceutical plants (chemical plant, pharmaceutical manufacturing);
- ii. Laboratories containing highly volatile, flammable, explosive, toxic and/or water-reactive materials;
- iii. Refineries;
- iv. Hazardous waste storage and disposal sites; and
- v. Above ground gasoline or propane storage or sales centers.

Facilities shall be determined to be Critical Facilities if they produce or store materials in excess of threshold limits. If the owner of a facility is required by the Occupational Safety and Health Administration (OSHA) to keep a Material Safety Data Sheet (MSDS) on file for any chemicals stored or used in the work place, and the chemical(s) is stored in quantities equal to or greater than the Threshold Planning Quantity (TPQ) for that chemical, then that facility shall be considered to be a Critical Facility. The TPQ for these chemicals is: either 500 pounds or the TPQ listed (whichever is lower) for the 356 chemicals listed under 40 C.F.R. §



1 302 (2010), also known as Extremely Hazardous Substances (EHS); or 10,000  
2 pounds for any other chemical. This threshold is consistent with the requirements  
3 for reportable chemicals established by the Colorado Department of Health and  
4 Environment. OSHA requirements for MSDS can be found in 29 C.F.R. § 1910  
5 (2010). The Environmental Protection Agency (EPA) regulation “Designation,  
6 Reportable Quantities, and Notification,” 40 C.F.R. § 302 (2010), and OSHA  
7 regulation “Occupational Safety and Health Standards,” 29 C.F.R. § 1910 (2010),  
8 are incorporated herein by reference and include the regulations in existence at the  
9 time of the promulgation this Chapter, but exclude later amendments to or  
10 editions of the regulations

11  
12 Specific exemptions to this category include:

- 13  
14 i. Finished consumer products within retail centers and households  
15 containing hazardous materials intended for household use, and  
16 agricultural products intended for agricultural use;  
17 ii. Buildings and other structures containing hazardous materials for which it  
18 can be demonstrated to the satisfaction of the local authority having  
19 jurisdiction by hazard assessment and certification by a qualified  
20 professional (as determined by the local jurisdiction having land use  
21 authority) that a release of the subject hazardous material does not pose a  
22 major threat to the public; and  
23 iii. Pharmaceutical sales, use, storage, and distribution centers that do not  
24 manufacture pharmaceutical products.

25  
26 These exemptions shall not apply to buildings or other structures that also  
27 function as Critical Facilities under another category outlined in this Chapter.

- 28  
29 c. At-risk population facilities include medical care, congregate care, and schools.

30  
31 These facilities consist of:

- 32  
33 i. Elder care ( nursing homes);  
34 ii. Congregate care serving 12 or more individuals ( day care and assisted  
35 living); and  
36 iii. Public and private schools (pre-schools, K-12 schools), before-school and  
37 after-school care serving 12 or more children.

- 38  
39 d. Facilities vital to restoring normal services including government operations.

40  
41 These facilities consist of:

- 42  
43 i. Essential government operations (public records, courts, jails, building  
44 permitting and inspection services, Town administration and management,  
45 maintenance and equipment centers); and

- ii. Essential structures for public colleges and universities (dormitories, offices, and classrooms only).

These facilities may be exempted if it is demonstrated to the Floodplain Administrator that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same entity or available through an intergovernmental agreement or other contract), the alternative facilities are either located outside of the 100-year floodplain or are compliant with this Chapter, and an operations plan is in effect that states how redundant facilities will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the Floodplain Administrator on an as-needed basis upon request.

## 2. PROTECTION FOR CRITICAL FACILITIES

All new and substantially improved Critical Facilities and new additions to Critical Facilities located within the Special Flood Hazard Area shall be regulated to a higher standard than structures not determined to be Critical Facilities. For the purposes of this Chapter, protection shall include one of the following:

- a. Location outside the Special Flood Hazard Area; or
- b. Elevation or floodproofing of the structure to at least two feet above the Base Flood Elevation.

## 3. INGRESS AND EGRESS FOR NEW CRITICAL FACILITIES

New Critical Facilities shall, when practicable as determined by the Floodplain Administrator, have continuous non-inundated access (ingress and egress for evacuation and emergency services) during a 100-year flood event.

**10-3-27: VIOLATIONS; PENALTIES.** It is a misdemeanor offense for any person to violate any provision of this Chapter. Any person convicted of a violation of this Chapter shall be punished as set forth in Chapter 4 of Title 1 of this Code

Section 2. Section 9-2-4-3(B)(5) of the Breckenridge Town Code is amended by the addition of a new subsection (c), which shall read in its entirety as follows:

- c. All subdivisions shall comply with the requirements of Chapter 3 of Title 10 of this Code.

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

Section 4. The Town Council hereby finds, determines, and declares that this Chapter is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and

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

3  
4 Section 5. This Chapter shall be published and become effective as provided by  
5 Section 5.9 of the Breckenridge Town Charter.

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

12  
13 TOWN OF BRECKENRIDGE, a Colorado  
14 municipal corporation

15  
16  
17  
18 By \_\_\_\_\_  
19 John G. Warner, Mayor

20  
21 ATTEST:

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



## MEMORANDUM

**To:** Mayor and Town Council  
**From:** Rick Holman, Chief of Police  
**Date:** October 3, 2011  
**Subject:** Ordinance that prohibits animals at certain special events (2<sup>nd</sup> Reading)

---

At the October 11<sup>th</sup> Town Council session, I will be presenting for 2<sup>nd</sup> reading an ordinance to the Council that will prohibit animals from being in the designated special event area of certain events in the Town.

The only change to this ordinance from 1<sup>st</sup> reading is the addition of some language that would allow animals to be in the permitted area if authorized by the special event permit issued by the Town. This allows for an exception if a "no animal event" is permitted to utilize certain animals as part of the actual event.

I will be available at the Council meeting for any questions you might have.

1 ***FOR WORKSESSION/SECOND READING – OCT. 11***

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

5  
6 COUNCIL BILL NO. 37

7  
8 Series 2011

9  
10 AN ORDINANCE AMENDING ARTICLE B OF CHAPTER 2 OF TITLE 6 OF THE  
11 BRECKENRIDGE TOWN CODE CONCERNING THE PROHIBITION OF ANIMALS AT  
12 CERTAIN SPECIAL EVENTS

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

16  
17 Section 1. Article B of Chapter 2 of Title 6 of the Breckenridge Town Code is amended  
18 by the addition of a new section 6-2B-6, to be entitled “Animals Prohibited at Designated Special  
19 Events”, which shall read in its entirety as follows:

20 6-2B-6: ANIMALS PROHIBITED AT DESIGNATED SPECIAL EVENTS:

21 A. As used in this section, the following terms have the following meanings:

22  
23 COMMUNITY SERVICE OFFICER: Has the meaning described in Section 2-1-6 of  
24 this code.

ANIMAL: Has the meaning provided in Section 6-2-1 of  
this code.

PERMITTED AREA OF A SPECIAL EVENT: The geographic area within which the Town  
has authorized a special event to be conducted  
during a specified date and time as described in  
a special event permit issued by the Town  
pursuant to chapter 13 of article 4 of this code.  
The term “permitted area of a special event”  
applies only to those date(s) and time(s)  
specified in the special event permit issued by  
the Town.

LEASH: Has the meaning provided in Section 6-2-1 of  
this code.

SPECIAL EVENT: An event or occurrence for which a special  
event permit has been issued by the Town

pursuant to chapter 13 of article 4 of this code.

1  
2 B. It shall be an infraction as defined in section 1-3-2 of this code for the owner of a  
3 animal, or a person in charge or control of a animal, to permit such animal to be within the  
4 permitted area of any special event that is held within the Town if either:

5  
6 (1) a written notice has been posted at or near each main entrance to the special event  
7 stating that animals are prohibited at such event. Such notice shall be not less than 8 ½ inches in  
8 width and 11 inches in height; or

9  
10 (2) the animal owner or person in charge or control of the animal has received actual  
11 notice from a police officer, community service officer, or representative of the special event that  
12 animals are prohibited at such event, and the animal owner or person in charge or control of the  
13 animal fails or refuses to promptly remove the animal from the permitted area of the special  
14 event or, having previously removed the animal from the permitted area of the special event at  
15 the direction of a police officer, community service officer, or representative of the special event,  
16 the animal owner or person in charge or control of the animal brings the animal back into the  
17 permitted area of the special event.

18  
19 C. Neither physical confinement of the animal, nor having the animal on a leash, is a  
20 defense to prosecution under this section.

21  
22 D. This section does not apply to service animals and police animals, or to animals  
23 authorized to be in the permitted area of a special event in the special event permit issued  
24 by the Town.

25  
26 Section 2. Section 6-3-5 of the Breckenridge Town Code is amended by the addition of  
27 the following definition:

28  
29 POLICE OFFICER (OR PEACE OFFICER): Has the meaning provided in section 16-2.5-  
105, C.R.S.

30  
31 Section 3. Except as specifically amended hereby, the Breckenridge Town Code, and the  
32 various secondary codes adopted by reference therein, shall continue in full force and effect.

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

38  
39 Section 5. The Town Council hereby finds, determines and declares that it has the power  
40 to adopt this ordinance pursuant to: (i) Section 31-15-103, C.R.S. (concerning municipal police  
41 powers); (ii) Section 31-15-401(1)(m)(I), C.R.S.(concerning municipal regulation of animals);  
42 (iii) the authority granted to home rule municipalities by Article XX of the Colorado  
43 Constitution; and (iv) the powers contained in the Breckenridge Town Charter.





## MEMORANDUM

**To:** Mayor and Town Council  
**From:** Tim Gagen, Town Manager  
**Date:** October 5, 2011  
**Subject:** *Agenda Memo – Council Compensation*

---

In April, 2012 the Town will hold a municipal election for Mayor and three council seats. The Town charter requires that any compensation changes for the incoming elected officials be set prior to the April election date. These compensation changes can only be applied to the newly elected officials.

Council has previously discussed the current compensation and suggested that the benefit credit of \$500 be raised to \$1000. The benefit credit can only be used to obtain passes to the Town's recreational facilities and cannot be exchanged for cash.

An Ordinance making the change in the benefit credit has been prepared and is ready for council consideration.



1                   ***FOR WORKSESSION/FIRST READING – OCT. 11***

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

5  
6                   COUNCIL BILL NO. 38

7  
8                   Series 2011

9  
10                  AN ORDINANCE AMENDING SECTION 1-7-1 OF THE BRECKENRIDGE TOWN CODE  
11                  CONCERNING THE COMPENSATION OF THE MAYOR AND COUNCILMEMBERS  
12                  ELECTED OR APPOINTED ON OR AFTER APRIL 3, 2012  
13

14                  WHEREAS, Section 4.7 of the Breckenridge Town Charter provides that the members of  
15                  the Town Council shall receive such compensation and the mayor shall receive such additional  
16                  compensation as the Town Council shall prescribe by ordinance; provided, however, that the  
17                  Town Council shall neither increase nor decrease the compensation of any member during his or  
18                  her term of office; and

19  
20                  WHEREAS, the Town Council desires to fix the compensation of those members of the  
21                  Town Council and the Mayor who are elected or appointed on or after April 3, 2012.

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

25  
26                  Section 1. Section 1-7-1(A) of the Breckenridge Town Code is hereby amended so as to  
27                  read in its entirety as follows:

28  
29                  1-7-1: SALARIES:

30  
31                  A. Elected Officials:

32  
33                  1. Councilmembers: ~~Compensation for Councilmembers elected before April 1,~~  
34                  ~~2008 shall be six thousand dollars (\$6,000.00) annually for each, payable at the~~  
35                  ~~rate of five hundred dollars (\$500.00) per month.~~ Compensation for  
36                  Councilmembers elected April 1, 2008, and thereafter, shall be nine thousand six  
37                  hundred dollars (\$9,600.00) annually for each, payable at the rate of eight  
38                  hundred dollars (\$800.00) per month.

39  
40                  2. Mayor: Compensation for the Mayor elected April 1, 2008 and thereafter shall  
41                  be fourteen thousand four hundred dollars (\$14,400.00) annually, payable at the  
42                  rate of one thousand two hundred dollars (\$1,200.00) per month.  
43

1 3. Deduction for Absence From Meetings: One twenty-fourth (1/24) of the  
2 abovementioned salaries may be deducted for the failure of any elected official to  
3 attend any regular meeting of the Council, by a majority vote of the Council.  
4

5 4. Further Compensation:  
6

7 A. Councilmembers and the Mayor elected April 4, 2006 and thereafter before  
8 April 3, 2012 shall receive a credit of five hundred dollars (\$500.00) each twelve  
9 month period commencing April 15 of one year and ending April 14 of the  
10 following year. Such sum may be used by such elected official only to pay to the  
11 Town the cost of the elected official and his or her family (if applicable) accessing  
12 Town-owned recreational facilities for which a fee is charged. No unused portion  
13 of the five hundred dollar (\$500.00) credit may be carried over to the following  
14 year. ~~The additional compensation described in this section 4 shall not apply to~~  
15 ~~Councilmembers or the Mayor who were elected prior to April 4, 2006.~~  
16

17 B. Councilmembers and the Mayor elected April 3, 2012 and thereafter shall  
18 receive a credit of one thousand dollars (\$1,000.00) each twelve month period  
19 commencing April 15 of one year and ending April 14 of the following year.  
20 Such sum may be used by such elected official only to pay to the Town the  
21 cost of the elected official and his or her family (if applicable) accessing  
22 Town-owned recreational facilities for which a fee is charged. No unused  
23 portion of the one thousand dollar (\$1,000.00) credit may be carried over to  
24 the following year.  
25

26 5. A person appointed to fill a vacancy on the Town Council pursuant to Section  
27 4.8(c) of the Town Charter shall receive the same compensation as the person  
28 who held the office immediately prior to the vacancy being created.  
29

30 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the  
31 various secondary codes adopted by reference therein, shall continue in full force and effect.  
32

33 Section . The Town Council hereby finds, determines and declares that it has the power  
34 to adopt this ordinance pursuant to Section 4.7 of the Breckenridge Town Charter.  
35

36 Section 5. This ordinance shall be published and become effective as provided by  
37 Section 5.9 of the Breckenridge Town Charter.  
38

39 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
40 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2011. A Public Hearing shall be held at the  
41 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
42 \_\_\_\_\_, 2011, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the  
43 Town.  
44  
45

TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

By \_\_\_\_\_  
John G. Warner, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jean Loufek, CMC,  
Town Clerk

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**M E M O**

Date: October 6, 2011 (*for 10.11.11 meeting*)  
To: Mayor and Town Council Members  
Cc: Town Manager, Assistant Town Manager, Town Attorney  
From: Director of Communications  
RE: Resolution for support of Excise Tax

-----  
Council directed staff to prepare a resolution of the Town Council's support of the upcoming ballot question regarding Excise Tax of medical marijuana.

Please see the resolution that follows.

Staff will be on hand to answer questions.

Thank you.

A RESOLUTION  
SERIES 2011

A RESOLUTION URGING THE ELECTORS OF THE TOWN OF BRECKENRIDGE TO VOTE "YES" ON REFERRED ISSUE "2A" ON THE NOVEMBER 1, 2011 BALLOT TO IMPOSE AN EXCISE TAX ON THE LEGAL SALES OF MEDICAL MARIJUANA

WHEREAS, the Town of Breckenridge has spent significant legal and administrative staff time and resources for the implementation of the Town's Medical Marijuana Centers licensing; and

WHEREAS, the funds from this revenue source will create a fund designated to offset the direct costs of related Medical Marijuana Center legal interpretations and the direct costs of legal time; and

WHEREAS, additional funds will provide for a variety of direct and indirect costs of Medical Marijuana Center enforcement including but not limited to adequate training, enforcement and administration of applicable laws and regulations; and

WHEREAS, any remaining funds may be designated for substance abuse rehabilitation efforts, including but not limited to programs and facilities; and

WHEREAS, the excise tax will be imposed on the legal (under State of Colorado law) retail sale of medical marijuana within the Town of Breckenridge in any form, including but not limited to a medical marijuana-infused product as defined by State of Colorado law; and

WHEREAS, pursuant to Section 1-45-117(1)(b)(III)(A), C.R.S. (which is a part of the Colorado "Fair Campaign Practices Act"), the Town Council is authorized to pass a resolution and to take a position of advocacy on a referred measure such as the proposed new Excise Tax; and

WHEREAS, the Town Council strongly believes that approval of the proposed new Excise Tax on Medical Marijuana would be in the best interests of the Town and its citizens.

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

Section 1. The Town Council of the Town of Breckenridge supports Ballot Issue 2A, which will appear on the November 1, 2011 general election ballot, and urges the electors of the Town to vote in favor of such ballot issue.

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

RESOLUTION APPROVED AND ADOPTED this 11<sup>TH</sup> day of October, 2011.

ATTEST:

TOWN OF BRECKENRIDGE

\_\_\_\_\_  
Mary Jean Loufek, CMC, Town Clerk

\_\_\_\_\_  
John G. Warner, Mayor

APPROVED IN FORM

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Date

## Memorandum

**TO:** Town Council  
**FROM:** Tom Daugherty, Town Engineer  
**DATE:** October 6, 2011  
**RE:** Variable Message Sign Resolution

---

In order to receive a permit to place the Variable Message Sign, the Colorado Department of Transportation requires that a resolution be passed by the local government.

Attached is a resolution that meets CDOT's criteria. I will be available for questions at the work session.

1 **FOR WORKSESSION/ADOPTION – SEPT. 13**

2  
3 A RESOLUTION

4  
5 SERIES 2011

6  
7 A RESOLUTION AUTHORIZING THE TOWN OF BRECKENRIDGE TO ERECT AND  
8 MAINTAIN AN “OFFICIAL ADVERTISING DEVICE”  
9

10 WHEREAS, the “Colorado Outdoor Advertising Act”, Part 4 of Article 1 of Title 43,  
11 C.R.S., and the regulations of the Colorado Transportation Commission duly enacted thereunder,  
12 provide for the erection of “official advertising devices” by a governmental entity for a public  
13 purpose authorized by law; and  
14

15 WHEREAS, the Town of Breckenridge desires to erect an official advertising device on  
16 Town-owned property that will comply with the Colorado Outdoor Advertising Act and  
17 applicable regulations; and  
18

19 WHEREAS, the erection of the proposed official advertising device by the Town of  
20 Breckenridge will achieve a public purpose by providing important and useful information to the  
21 traveling public; and  
22

23 WHEREAS, the official advertising device consists of a variable message board to be  
24 located on Colorado Highway 9 at mile marker 89.6 on the west side of said highway.  
25

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

29 Section 1. The Town of Breckenridge is authorized to erect and maintain the above  
30 mentioned “Official Advertising Device” for the public purpose declared above pursuant to the  
31 “Colorado Outdoor Advertising Act”, Part 4 of Article 1 of Title 43, C.R.S., and the regulations  
32 of the Colorado Transportation Commission duly enacted thereunder.

33 Section 2. This resolution is effective upon adoption.

34 RESOLUTION APPROVED AND ADOPTED this \_\_\_ day of \_\_\_, 2011.  
35

36 TOWN OF BRECKENRIDGE  
37

38  
39  
40 By \_\_\_\_\_  
41 John G. Warner, Mayor  
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ATTEST:

\_\_\_\_\_  
Mary Jean Loufek,  
CMC, Town Clerk

APPROVED IN FORM

\_\_\_\_\_  
Town Attorney                                                  Date



**TO:** BRECKENRIDGE TOWN COUNCIL  
**FROM:** BRIAN WALDES, FINANCIAL SERVICES MANAGER  
**SUBJECT:** SOLAR GARDEN PROJECTS  
**DATE:** 10-4-11  
**CC:** TIM GAGEN, KATE BONIFACE

---

The purpose of this memo is to describe for Council the decision processes relative to the two Solar Garden (SG) projects currently proposed.

### **Summit County SG Project**

Summit County is currently exploring the potential for a 500 kW SG on the County landfill property. Staff is asking for Council's permission to sign the attached Letter of Intent (LOI) for this project. This would represent a non-binding commitment from the Town to Clean Energy Collective (CEC), the developer, to purchase a portion of this array when it's completed, which would probably be summer 2012.

By signing the LOI, the Town would be assisting the County's application process. In their application, the County will include the Town as a potential 'anchor tenant' for the project. This will increase their chances for approval by Xcel.

Staff is asking for Council's approval to sign the LOI for the County SG project.

### **Town SG Project**

Staff is working with CEC to formulate a proposal to Xcel for a 1-2 mW SG on Town property. Attached is a second LOI, this one between the Town and CEC, in this regard. Also attached is a site rendering done by Innovative Energy of potential locations for the 1 mW array on the McCain property. In researching potential sites for an array of this size, Stillson and McCain were considered the only two viable locations. Site plans were done for both of these potential locations, but Stillson would not be able to host above 1 mW. It is important to note that these site plans are preliminary, and Innovative Energy has stated that the arrays can be moved around to a large degree to suit the Town's needs.

Once CEC has an executed LOI from the Town, they will work to finalize the proposal to Xcel for the project. This process is substantially different from the application process the County will follow. In the case of the Town's project, CEC will be pitching a particular rate/kWh to Xcel, who can then accept or refuse the offer. There is the opportunity for negotiation in this process. Once Xcel and CEC settle on a rate, then CEC can determine the costs per kW to subscribers to the Town SG. If an acceptable rate cannot be determined by those two parties, the project would more than likely cease at that point.

Staff will be holding an open house on Thursday, October 13, in the Town Hall chambers. The purpose of this event will be to both inform the citizenry with respect to the SG potential and to

gauge community interest and concerns. There will be an opportunity for attendees to sign up for future email updates on the project.

Staff is asking for Council's approval to sign the LOI with CEC. This will allow CEC to proceed with crafting the proposal to Xcel.

### **Conclusion**

These two SG projects are discrete. The Town can proceed with one or both of these projects. Our involvement with the County SG project will be limited, with Town making a non-binding commitment to serve as an anchor tenant when that time comes.

The Town SG project will be more involved. In this case, we would be supplying the land for the project and have a role in crafting the proposal to Xcel. The LOI would be a non-binding commitment to CEC to proceed, understanding that the project will not be approved by the Town if financial goals are not met.



October 5, 2011

Mayor John Warner and Town Council Members  
Town of Breckenridge  
150 Ski Hill Road  
Breckenridge, CO 80424

Re: Summit County 500kW Solar Garden  
Subscriber Letter of Intent

Dear Mayor Warner and Council Members,

The Clean Energy Collective (CEC) is very pleased to present this Non-Binding Letter of Intent (LOI) to the Town of Breckenridge to be a Subscriber (Subscriber) to the Solar Garden (Garden) located at the Summit County landfill.

The Garden will be a ground-mounted solar array with a capacity of approximately 500 kilowatts (kW), located as shown in Exhibit A. It will provide solar generated electricity to grid and provide the Subscriber, as well as other subscribers (residences, municipalities, institutions and/or businesses) in Summit County that choose to join the Garden a credit on their electric bill(s) for the power produced.

By executing this LOI, the Subscriber agrees to purchase 200 kW of the Garden's total capacity (the "Subscription") once the garden is operational. Xcel Energy (Xcel) has yet to finalize the Solar Gardens program so the CEC can only provide an **estimated** cost of between three dollars and three dollars and fifty cents per watt purchased, resulting in an estimated total cost of system of this size between \$600,000 and \$700,000. Within 30 days of acceptance of the Summit County Solar Garden by Xcel, CEC will complete a Subscriber Proposal with detailed fixed cost figures and clean energy benefits. Upon review, acceptance and execution of the Subscriber Proposal, the Town will pay a deposit of 30% of the total Subscription price. The deposit is refundable until the Garden is complete and operational. At least 30 days prior to estimated construction completion date for the Garden, the CEC will present the Subscriber with binding Subscriber Agreements. Upon the execution of the Subscriber Agreements, the deposit is non-refundable and the balance (70%) of the Subscription price is due. Please see Exhibit B for an estimated schedule for payments.

As an additional benefit for becoming a large early subscriber to the Summit County Solar Garden the CEC will name the Town as an Anchor Tenant for the array. As an Anchor Tenant, the Town, will receive a \$0.01 per kWh credit for each kWh produced by a minimum of 35% of the unsubscribed portion of the array for a period of 18 months or until the array is fully subscribed, whichever comes first. There is no financial commitment for this, and it could result in as much as \$4,000 in utility bill credits. Please note that a specific crediting agreement between CEC and the Town will be required under this plan, and if the system is 100% subscribed at the completion of construction, there will not be any unsubscribed power to allocate to the Town. The CEC will provide the required specific credit agreement at least 30 days prior to the estimated construction completion date for the Garden.



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The Subscriber understands that CEC intends to submit an application to Xcel to develop and operate the Garden. This LOI will be used as part of the application to demonstrate to Xcel that the Summit County Solar Garden has minimum required subscribers. The application submitted to Xcel must be approved by Xcel in order for this LOI to be converted to a Subscriber Proposal and Subscriber Agreement. The Subscriber also understands that there is a chance that Xcel may not approve this application and, if so, the Garden would not be developed and this LOI would be null and void.


CEC will operate/maintain the Garden on a "turnkey" basis, for the benefit of the Subscriber as well as all the other subscribers of the Garden.

Please refer to the enclosed documents for details. This LOI for the Subscriber's involvement in the Garden is not investment or tax advice, nor the offering of a financial instrument. CEC is available at your convenience to answer any questions.

If this proposal is acceptable, please indicate your acceptance by signing below and returning a copy of the signed LOI at your convenience. Please note that your signature imposes no financial obligations and that this LOI is NOT a binding or legally enforceable agreement and imposes no duty or obligations upon, nor grants any rights to the Subscriber, or CEC (each a PARTY) with respect to the transactions contemplated herein. No Party will have any liability to another Party with respect to any provision of this LOI, unless and until the Subscriber Agreement is prepared, authorized, executed and delivered by and between the Parties. In no event will the execution of this LOI be deemed to form any partnership or joint venture arrangement between the Parties.

Acceptance:

**Clean Energy Collective, LLC**



\_\_\_\_\_  
 Mark Boyer  
 Chief Operating Officer

**Town of Breckenridge, Colorado:**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

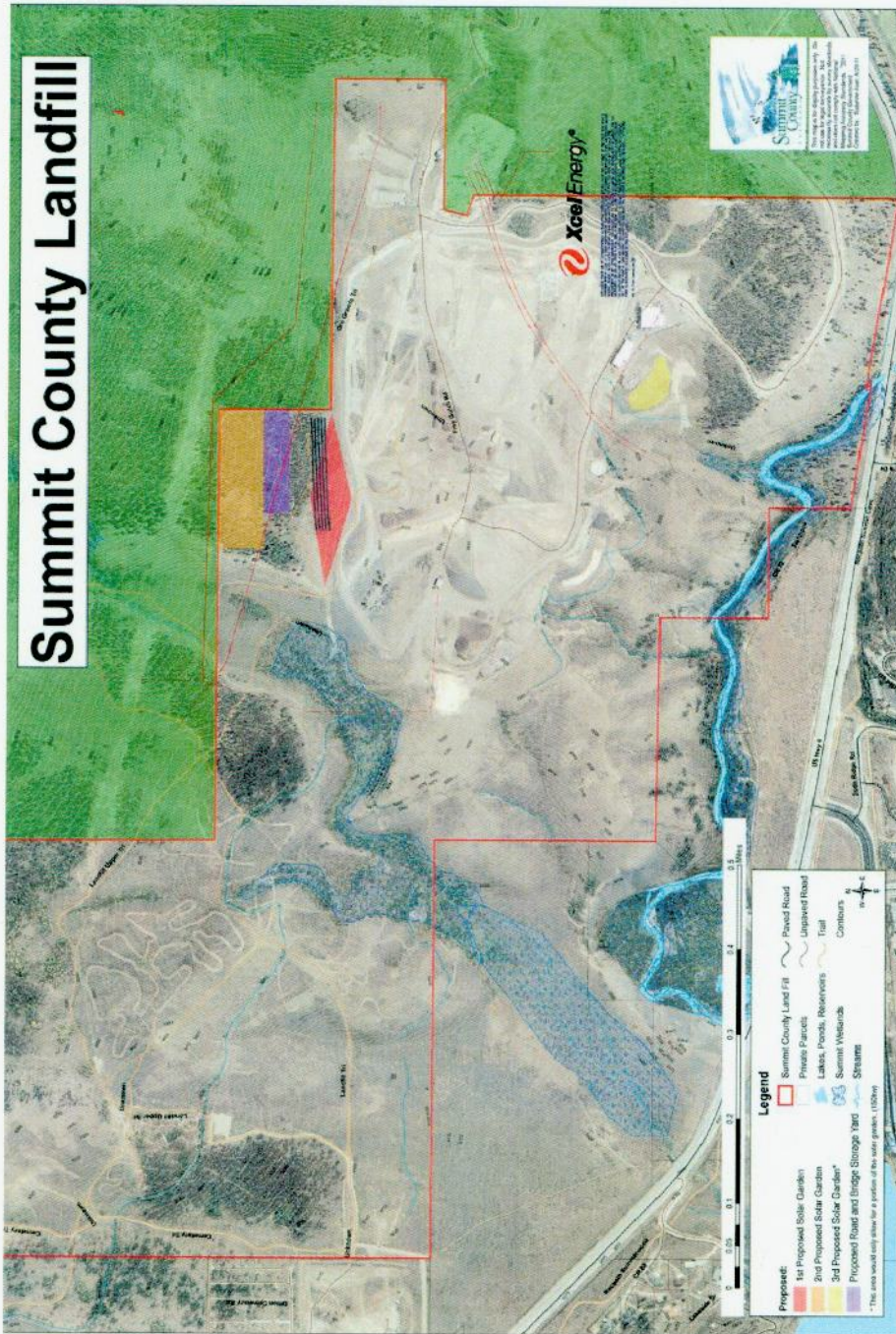


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**Exhibit A:**



**Summit County Landfill**

9100  
www.visualsolutions.com  
Visual Solutions  
3-D rendering and illustration

Summit County Landfill  
Innovative Energy  
www.renewablepower.com  
September 21, 2011



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**Exhibit A (cont.)**



9 1 0 0  
Visual Solutions  
3-D rendering and illustration  
www.9100.com

Summit County Landfill  
Innovative Energy  
www.renewablepower.com  
September 21, 2011



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**Exhibit B:**

**Estimated Costs and Schedule of Payments**

ESTIMATED COSTS: \$600,000 to \$700,000

ESTIMATED SCHEDULE:

Submission of Xcel Application: December, 2011

Acceptance of Xcel Application: January, 2012

Subscriber Proposal from CEC January, 2012

Breckenridge Review of Proposal & Acceptance: February 2012

**Refundable 30% deposit due (\$180,000 to \$210,000): February 2012**

Construction Completion of Array: July 2012

Binding Subscription Agreements Provided (on or before): July 2012

Execute Subscription Agreements and Close on Purchase: August 2012

**Deposit becomes non-refundable and remaining balance due (\$420,000 to \$490,000):**

**August 2012**



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October 5, 2011

Mayor John Warner and Town Council Members  
Town of Breckenridge  
150 Ski Hill Road  
Breckenridge, CO 80424

Re: Town of Breckenridge 1 to 2MW Solar Garden  
Subscriber Letter of Understanding

Dear Mayor Warner and Council Members,

The Clean Energy Collective (“CEC”) is pleased to present this Non-Binding Letter of Understanding (“LOU”) to develop a 1 to 2 megawatt community solar garden under the Xcel Energy (Xcel) Solar Gardens Program on Town of Breckenridge (the “Town”) property. This Letter of Understanding will cover the general process and duties of the CEC as well as the required commitments from the Town.

**The Process:**

Xcel Energy (Xcel) in the process of finalizing the Solar Gardens Program. Under this program Xcel will through a request for proposal procedure be accepting proposals for solar gardens that are between 501 kilowatts and 2 megawatts in size. Under the current draft of the Solar Gardens Program Xcel may accept up to an aggregate total of 6 megawatts of projects of this size in 2012. Proposals for this program could be accepted as early as December of 2011. There is no formal review and acceptance period or criteria for submitted proposals at this time. However, under the Solar Gardens legislation Xcel is required to follow their current RFP procedure as closely as possible. Under the current process Xcel considers proposals behind closed doors under criteria that is essentially at their sole discretion. This process is under review by the legislature and the PUC and maybe modified to a more open process. However, the CEC believes it is prudent to not rely upon the modified process and proceed under the assumption that a proposal will be reviewed under the current process. Therefore, the process requires, the CEC, to lobby Xcel and attempt to provide a proposal that will be selected. However, it is essential to place some pressure on Xcel to accept the proposal by soliciting and publicizing public support for the community solar garden. Upon Xcel selecting the proposal and awarding a project a final design is completed, required legal agreements including a pre negotiated lease are executed, permits are obtained and construction of the Garden is completed. Upon completion of the Garden the presold subscriptions are closed including the amount the Town wishes to purchase, the unsubscribed subscriptions are allocated to the Anchor Tenant and monthly sales of the remainder of Garden commence.

**Required Duties:**

The CEC will take the lead on the proposal and development Garden and will ultimately be responsible for submitting the proposal to Xcel for approval, constructing the Garden, and selling Garden to the community. However, in order for a proposal with the best chance of being accepted and the Garden being a success towards more clean energy in Breckenridge the CEC will require the assistance of the Town. Currently, the CEC believes that the following tasks in order must be completed for the proposal and development of successful Garden. Each task has been described and assigned:



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- **Site Selection:** A site owned or controlled by the Town must be selected and approved by the Town. The Town has identified two sites as preliminary possibilities, the Stillson Property and the McCain Property. Development team member, Innovative Energy, has reviewed these sites with the Town and developed preliminary layouts indicating the potential location for the Garden and the capacity of the Garden. The layout for each property is contained in Exhibit A. The CEC is prepared to proceed forward with either site after review, but would prefer to proceed forward with the larger Garden on the McCain property. If the proposal is to proceed forward with one of these two sites then the next step in site selection is for the Town to determine which site it wishes to proceed forward with and provide the CEC with this direction. The development team will remain available to the Town staff or council to assist in making this decision. Once a site is selected the CEC will develop a letter of intent (LOI) for a land lease that will be substantially similar to the one contained in Exhibit B for Town Council review, acceptance and execution.
- **Preliminary Design:** Upon site selection the CEC, relying on the local knowledge and design expertise of Innovative Energy and the experience of our national partners for large utility scale arrays, will complete a preliminary design for the Garden. The Town staff shall review the preliminary design to insure that it will conform to the Town's requirements and restrictions. Should a variance to any requirements and restrictions be required, the CEC requests that Town Staff work with the CEC to get the required variance approved. The CEC will make best efforts to avoid the need for any variances.
- **Community Support and Publicity:** Upon execution of this LOU and the site selection, the CEC, relying on the expertise of the High Country Conservation, will formulate a strategic plan for soliciting and publicizing the community support for the Garden. The Town shall take part in and supplement efforts as maybe reasonably requested by the CEC and High Country Conservation. This effort is crucial to insuring that the proposal is accepted by Xcel.
- **Town Subscription:** The CEC will work with Town staff to determine a recommended amount of solar the Town should purchase in the Garden, a Subscription. At least 30 days prior to the required submission date, the CEC will present to the Town Council the recommended Subscription size, and the estimated costs of the Subscription. The CEC will also provide a Subscriber LOI substantially similar to the one contained in Exhibit C, outlining the recommended size, and estimated cost of the Subscription in the Garden for Town Council review, acceptance, and execution. Should the Town wish to reserve portions of the array for Town residents, the CEC will work with the Town on this subject in good faith and will make reasonable attempts to incorporate such action into the Subscriber LOI. Within 30 days of an accepted proposal by Xcel and the CEC, the CEC will provide the Town with a Subscriber Proposal with detailed fixed costs figures and clean energy benefits. Upon review, acceptance and execution of the Subscriber Proposal, the Town will pay a refundable deposit of 30% of the total Subscription Price. At least 30 days prior to the estimated construction completion date for the Garden, the CEC will provide the Town with legally binding Subscriber Agreements. Upon execution of the Subscriber Agreements, the deposit becomes non-refundable and the balance (70%) of the Subscription price is due.



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- **Drafting and Submitting the Proposal:** The CEC will compile the required information for the submission of the proposal. This information shall include but not be limited to: LOI for the site lease, site renderings, preliminary designs, community support letters, initial subscriber LOI's, qualifications of the required contractors, specifications for the equipment, the financial aspects being proposed (crediting rate, escalators, REC payments, rebates). The CEC will integrate all the information into a proposal in a format required by Xcel. The CEC will provide the Town with a copy of the proposal with 5 days of submission. The CEC will submit the proposal to Xcel and perform the required steps of proposal process which may include: negotiation of terms, responding to questions, and interviews.
- **Proposal Acceptance:** The CEC will notify the Town within 5 days of notice of award of a proposal from Xcel. Upon award of a proposal the CEC will proceed to the construction phase of the Garden, provided that the award is acceptable to the CEC. Should Xcel award the proposal under different terms and conditions than presented in the original proposal the CEC shall review these revised terms and conditions and present its recommendations to the Town with 15 days. Should the revised terms and conditions render the development of Garden infeasible as determined by the CEC's in its sole discretion the CEC will inform the Town prior to informing Xcel so the Town can attempt to pursue alternative routes with Xcel.
- **Construction:** Upon award of an acceptable proposal from Xcel the CEC will commence construction on the Garden. The CEC construction of the Garden will be the responsibility of the CEC. This will include but not be limited to: completing a full design, obtaining all permits, hiring all subcontractors, and suppliers, insuring quality control. The CEC will also be responsible for providing all required funding to construct the Garden. While the CEC cannot make guaranteed assurances at this time of the contractors that will be used for construction, it is the CEC's policy to hire local companies and labor force to perform the work wherever possible and financially feasible. It is our current intention to construct the Garden using a team comprised of Innovative Energy and Martifer Solar.
- **Operation and Maintenance:** The CEC will be responsible for providing the long term operation and maintenance of the Garden without burden to the Town.
- **Sales of the Garden:** The CEC with its proprietary software and ownership structure will be responsible for handling all sales transactions for the Garden. The CEC will develop a sales and marketing plan at least 30 days prior to the estimated completion of construction for the Garden. The CEC will work with local entities such as Innovative Energies, and High Country Conservation as part of this sales and marketing plan. The CEC will present opportunities to the Town for assisting in this sales and marketing effort. One such opportunity is that the CEC can brand the Garden the Town of the Breckenridge Solar Garden and create specific marketing materials for the this branding utilizing the Town's branding.

**Confidentiality:** The terms and content of this Letter of Understanding and the contemplated relationship between the CEC and the Town (the "Parties") shall remain confidential and shall not be released to anyone who does not need to know such information within their capacity to support such



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Page 130 of 149



relationship or as required by law. Any release of information regarding this Letter of Intent to the public or press is specifically prohibited, pending the mutual written agreement of the Parties.

The Parties acknowledge that this letter contains an outline of the basic terms of a land lease agreement (superseding all previous representations and agreements, either oral or written) and that there are no promises, agreements or understandings outside of this letter.

Please note that your signature imposes no financial obligations, that this LOU is NOT a binding or legally enforceable agreement, and that this LOU imposes no duty or obligations upon, nor grants any rights to you, or CEC (each a "Party") with respect to the transactions contemplated herein. No Party will have any liability to another Party with respect to any provision of this LOU, unless and until the Land Lease is prepared, authorized, executed and delivered by and between the Parties. In no event will the execution of this LOI be deemed to form any partnership or joint venture arrangement between the Parties. The Parties agree that this LOU is assignable to an affiliate of CEC.

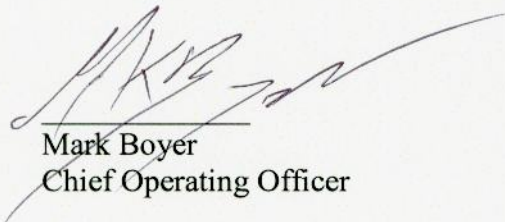
If you are in agreement with the terms and conditions as presented in this Letter of Understanding please sign and return a copy to CEC at your earliest convenience to the following address: 401 Tree Farm Drive, Carbondale, CO 81623.

Should you have any questions kindly contact the undersigned at (970) 618-0455.

Acceptance,

Clean Energy Collective:

Town of the Breckenridge:

  
Mark Boyer  
Chief Operating Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



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**Exhibit A**

**McCain Property**



2 MW PV System - 100 kW per row  
Area = 750' x 600' = 10.3 acres



Town of Breckenridge - McCain Property  
Proposed 2 MW Solar Garden and Land for Future Expansion



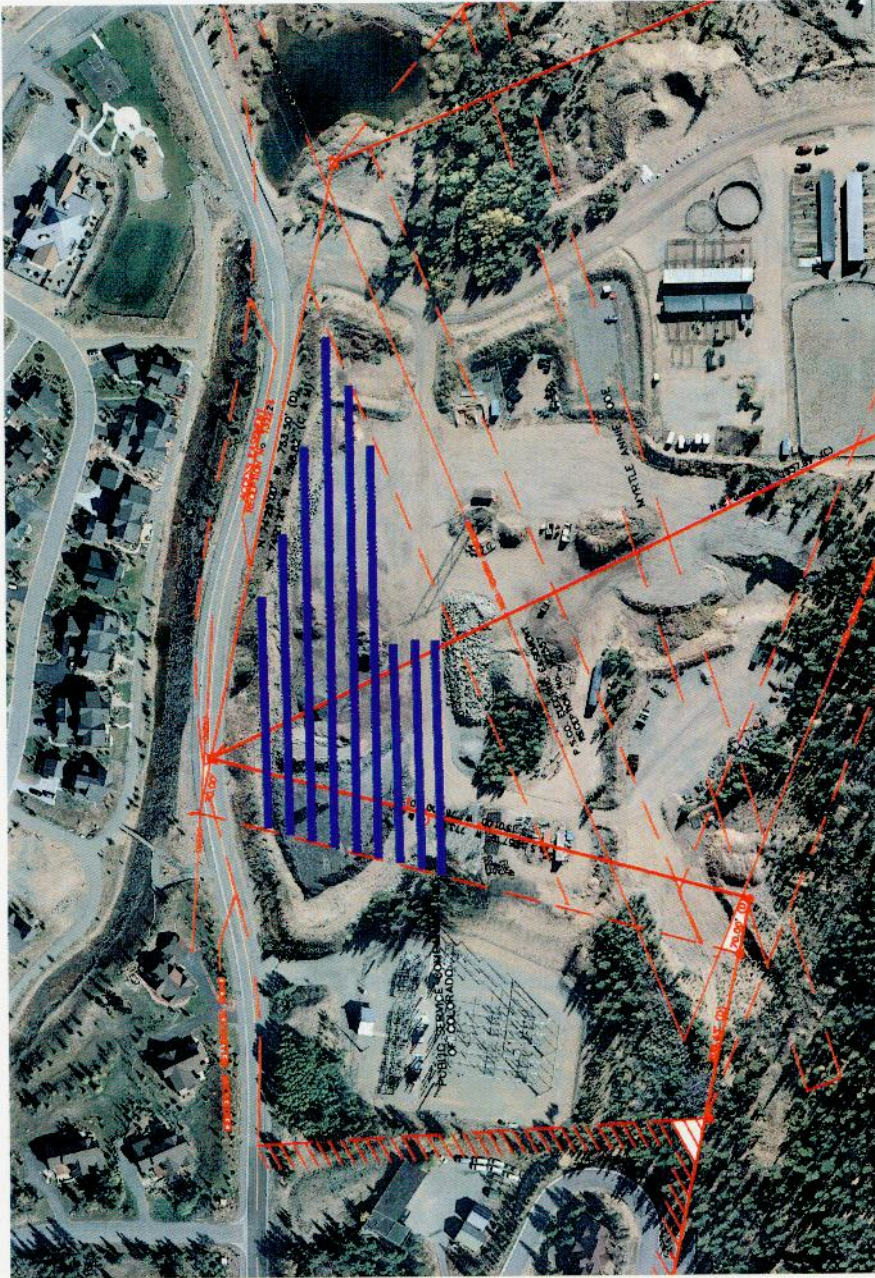
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Exhibit A (cont.)

Stillson Property



Town of Breckenridge - Stillson Property  
Proposed 517 kW Solar Garden



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**Exhibit B:**

**Land Lease LOI**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Ground Lease for (\_\_\_\_\_) (\_\_\_\_)W Solar Garden located at (\_\_\_\_\_),

Dear \_\_\_\_\_,

Clean Energy Collective (“CEC”) is pleased to present this Non-Binding Letter of Intent (“LOI”) to enter into a long term Land Lease with \_\_\_\_\_ (the “Land Owner”) under the following terms and conditions for approximately (\_\_\_\_\_) acres of real property located at \_\_\_\_\_ (the “Property”). CEC intends to initially develop a Community Solar Garden (“Garden”) of approximately \_\_\_\_ (\_\_\_\_)watt capacity on the Property.

**Use of Property:**

CEC is seeking the Land Lease to host a Garden under Xcel Energy’s (“Xcel’s”) Community Solar Gardens program. Under this program, residents, businesses and non-profits of \_\_\_\_\_ will be able to purchase panels in the Garden. Xcel will credit the customer for the power that their panels produce every month directly on their utility bill. As such, many \_\_\_\_\_ community members who previously could not participate in solar energy will be able to take advantage of solar energy through the opportunity presented by the Gardens.

CEC intends to submit an application to Xcel to develop and operate the \_\_\_\_\_ (\_\_\_\_)W Garden in the fourth quarter of 2011. That application must be approved by Xcel in order for this LOI to be converted to a Land Lease in the future. There is a chance that Xcel may not approve this application and, if so, the Garden would not be developed and this LOI would be null and void.

CEC will develop and operate/maintain the Garden on a “turnkey” basis for the benefit of Garden subscribers.

**Solar Garden Management:**

The CEC, or, a Special Purpose Entity (SPE) controlled by the CEC will be the manager of the solar garden (deemed a “Subscriber Organization” by Xcel). It will be the responsibility of CEC to permit, design, construct, insure, secure, maintain and operate the solar garden on behalf of the community members. The CEC will provide all required customer service activities associated with the solar garden



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at no cost or liability to your organization. The Land Owner will not be responsible for any construction or operational activities of the solar garden and will have no financial obligation to the development.

### General Lease Terms:

**Term of Lease:** CEC is seeking a 50 year ground lease. If a term of this length is not possible under County regulation, CEC can consider shorter 20 year terms with renewal options.

**Annual Lease Payment:** CEC is offering cash payments for the lease that would consist of a fixed base lease plus a share in production revenue. The fixed base lease rate would be \_\_\_\_\_ per year to be paid \_\_\_\_ years in advance (\$\_\_\_\_\_) or annually with an escalator tied to the CPI. The Landowner would also share in production revenue at rate of (\$\_\_\_\_) per megawatt hour produced at the site every year on an annual basis in arrears, approximately (\$\_\_\_\_) per year.

**Payment in Solar:** Should the Land Owner prefer, CEC will make lease payments in the form of solar panels. CEC estimates it could provide the Land Owner with \_\_\_\_ kW for each 10 year period of the lease or \_\_\_\_ kW upfront for a 50 year lease. The retail value (prior to incentives and rebates) of a \_\_\_\_ kW system is approximately (\$\_\_\_\_). Over the 50 year life of a maintained CEC system (CEC provides a 50 production warranty), the value in saving due to this system is approximately (\$\_\_\_\_) that would benefit (\_\_\_\_). Please note that these amounts are estimates due mainly to the fact that Xcel has yet to finalize their compliance plan for the community solar program, so CEC can only estimate actual credits at this time.

**Additional Benefits:** CEC will name \_\_\_\_\_ as an anchor tenant for the array and as such will provide a (\$\_\_\_\_) per kWh credit for each kWh produced by \_\_\_\_% of the unsubscribed portion of the array for a period of \_\_\_\_ months or until the array is fully subscribed, whichever comes first. There is no financial commitment for this, and it could result in as much as \$\_\_\_\_ in utility bill credits. Please note that a specific crediting agreement between CEC and the Land Owner would require execution under this plan, and if the system is 100% subscribed at the completion of construction, there will not be any unsubscribed power to allocate to \_\_\_\_\_.

**Total Potential Lease Payment:** Under these terms, CEC estimates \_\_\_\_\_ could receive as much as \$\_\_\_\_ in savings as lease payments in form of solar or \$\_\_\_\_ in cash payments.

**Insurance:** CEC will obtain and keep in effect \$2 million in liability insurance with the Land Owner named as additional insured for the term of the lease.

**Performance Clause:** The lease shall contain and a termination clause that states that the lease shall terminate automatically if CEC has not substantially started construction within one year of execution of the lease.



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**Detailed Lease Terms and Commitment under LOI:** For purposes of drafting the definitive documents, CEC can provide an example lease currently in effect. CEC is prepared to execute a lease with the general terms listed above. Prior to executing a lease, for a period of 18 months from the date of execution of this LOI or until an event outlined herein renders proceeding forward with the lease null and void CEC requests that the Land Owner reserves the Property for CEC as contemplated herein .

**Additional Land Owner Involvement:** The CEC requests that the Land Owner agrees to assist in the development of a community solar garden by providing information and support as reasonably requested by CEC for the purpose of submitting a community solar garden application to Xcel Energy and obtaining any required approval or permits, solely at CEC's expense.

**Confidentiality:** The terms and content of this Letter of Intent and the contemplated relationship between the CEC and the Land Owner (the "Parties") shall remain confidential and shall not be released to anyone who does not need to know such information within their capacity to support such relationship or as required by law. Any release of information regarding this Letter of Intent to the public or press is specifically prohibited, pending the mutual written agreement of the Parties.

The Parties acknowledge that this letter contains an outline of the basic terms of a land lease agreement (superseding all previous representations and agreements, either oral or written) and that there are no promises, agreements or understandings outside of this letter.

Please note that your signature imposes no financial obligations, that this LOI is NOT a binding or legally enforceable agreement, and that this LOI imposes no duty or obligations upon, nor grants any rights to you, or CEC (each a "Party") with respect to the transactions contemplated herein. No Party will have any liability to another Party with respect to any provision of this LOI, unless and until the Land Lease is prepared, authorized, executed and delivered by and between the Parties. In no event will the execution of this LOI be deemed to form any partnership or joint venture arrangement between the Parties. The Parties agree that this LOI is assignable to an affiliate of CEC.

If you are in agreement with the terms and conditions as presented in this Letter of Intent please sign and return a copy to CEC at your earliest convenience to the following address: 401 Tree Farm Drive, Carbondale, CO 81623.

Should you have any questions kindly contact the undersigned at (970) 618-0455.

Acceptance,

Clean Energy Collective:

(NAME)



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**Exhibit C:**

**Subscriber LOI**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: \_\_\_\_\_ ( )W Solar Garden  
Subscriber Letter of Intent

Dear,

The Clean Energy Collective (CEC) is very pleased to present this Non-Binding Letter of Intent (LOI) to \_\_\_\_\_ to be a Subscriber (Subscriber) to the Solar Garden (Garden) located at the \_\_\_\_\_.

The Garden will be a ground-mounted solar array with a capacity of approximately \_\_\_\_\_watts ( W), located as shown in Exhibit A. It will provide solar generated electricity to grid and provide the Subscriber, as well as other subscribers (residences, municipalities, institutions and/or businesses) in \_\_\_\_\_ that choose to join the Garden a credit on their electric bill(s) for the power produced.

By executing this LOI, the Subscriber agrees to purchase \_\_\_\_ kW of the Garden’s total capacity (the “Subscription”) once the garden is operational. Xcel Energy (Xcel) has yet to finalize the Solar Gardens program so the CEC can only provide an **estimated** cost of between three dollars and three dollars and fifty cents per watt purchased, resulting in an estimated total cost of system of this size between \$\_\_\_\_\_ and \$\_\_\_\_\_. Within 30 days of acceptance of the \_\_\_\_\_ Solar Garden by Xcel, CEC will complete a Subscriber Proposal with detailed fixed cost figures and clean energy benefits. Upon review, acceptance and execution of the Subscriber Proposal, the Subscriber will pay a deposit of 30% of the total Subscription price. The deposit is refundable until the Garden is complete and operational. At least 30 days prior to estimated construction completion date for the Garden, the CEC will present the Subscriber with binding Subscriber Agreements. Upon the execution of the Subscriber Agreements, the deposit is non-refundable and the balance (70%) of the Subscription price is due. Please see Exhibit B for an estimated schedule for payments.

As an additional benefit for becoming a large early subscriber to the \_\_\_\_\_ Solar Garden the CEC will name the Subscriber as an Anchor Tenant for the array. As an Anchor Tenant, the Subscriber, will receive a \$\_\_\_\_\_ per kWh credit for each kWh produced by a minimum of \_\_\_\_\_% of the unsubscribed portion of the array for a period of 18 months or until the array is fully subscribed, whichever comes first. There is no financial commitment for this, and it could result in as much as \$\_\_\_\_\_ in utility bill credits. Please note that a specific crediting agreement between CEC and the Subscriber will be required under this plan, and if the system is 100% subscribed at the completion of construction, there will not be any unsubscribed power to allocate to the Subscriber. The CEC will



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provide the required specific credit agreement at least 30 days prior to the estimated construction completion date for the Garden.

The Subscriber understands that CEC intends to submit an application to Xcel to develop and operate the Garden. This LOI will be used as part of the application to demonstrate to Xcel that the \_\_\_\_\_ Solar Garden has minimum required subscribers. The application submitted to Xcel must be approved by Xcel in order for this LOI to be converted to a Subscriber Proposal and Subscriber Agreement. The Subscriber also understands that there is a chance that Xcel may not approve this application and, if so, the Garden would not be developed and this LOI would be null and void.

CEC will operate/maintain the Garden on a “turnkey” basis, for the benefit of the Subscriber as well as all the other subscribers of the Garden.

Please refer to the enclosed documents for details. This LOI for the Subscriber's involvement in the Garden is not investment or tax advice, nor the offering of a financial instrument. CEC is available at your convenience to answer any questions.

If this proposal is acceptable, please indicate your acceptance by signing below and returning a copy of the signed LOI at your convenience. Please note that your signature imposes no financial obligations and that this LOI is NOT a binding or legally enforceable agreement and imposes no duty or obligations upon, nor grants any rights to the Subscriber, or CEC (each a PARTY) with respect to the transactions contemplated herein. No Party will have any liability to another Party with respect to any provision of this LOI, unless and until the Subscriber Agreement is prepared, authorized, executed and delivered by and between the Parties. In no event will the execution of this LOI be deemed to form any partnership or joint venture arrangement between the Parties.

Acceptance:

**Clean Energy Collective, LLC**

\_\_\_\_\_]:



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# Memorandum

To: Town Council

From: Matt Thompson, AICP

Date: October 5, 2011

Re: Special Permit for Tract A Warriors Mark West Subdivision, Filing #5, Burn Piles

In conjunction with proposed fuels reduction plans with the Warriors Mark West HOA and the Red White and Blue Fire Protection District (RWB) there are sixteen (16) burn piles in one location on Tract A that need to be burned. The piles are generally located above White Cloud Drive and below New England Drive, (please see the attached map for further location details). The Warriors Mark HOA (in conjunction with Rick Herwehe of A Cut Above Forestry, please see attached letter from ACAF) would like to burn the sixteen piles as early as the end of October through January. The Colorado Air Pollution Control Division would give the HOA the ok when the weather conditions are appropriate. Usually, this is when there is sufficient snow coverage and favorable wind conditions. The HOA would notify the Town when they have been given the ok to burn the sixteen piles.

The current Town Code (Section 5-5-3) prohibits open burning within town limits. However, Section 5-5-5 allows the Town Council to grant a special permit to authorize open burning. Specifically, Section 5-5-5 states:

*Notwithstanding the provisions of section 5-5-3 of this chapter, the town council shall have the authority to issue a special permit for the purpose of authorizing open burning within the town. An application for such a permit shall be made in writing to the town council and shall state the date, time, location and purpose of such fire, and a description of all safety and precautionary measures planned. The town council shall act upon such request at its next regularly scheduled meeting following receipt of the completed application. The town council may grant such application if it finds that there are special and unique circumstances which justify granting the application. All open burning conducted within the town pursuant to a special permit issued pursuant to this section shall be conducted in accordance with the rules pertaining to open burning contained in the town's fire code. The town council may impose such other reasonable conditions upon a special permit as it shall determine to be necessary to adequately protect the health, safety and welfare of the town and its inhabitants. It shall be unlawful for any person to conduct any open burning within the town in violation of the terms and conditions of a special permit issued pursuant to this section. (Ord. 21, Series 1994)*

Rick Herwehe of A Cut Above Forestry has been working with Coleen Campbell of the Colorado Smoke Management Program to obtain a burn permit for the Warriors Mark

burn piles, Form A – Pile Prescribed Fire and Smoke Permit from the State (Colorado Air Pollution Control Division). A special permit from the Town Council is the only outstanding issue.

Following is a motion that the Town Council may use to approve the special permit:

*“I motion to approve a special permit to allow the Warriors Mark West HOA to burn sixteen burn piles in one location as noted on the attached site plan as early as the end of October through January as weather permits and with the approval from the Colorado Air Pollution Control Division. All burning of the burn piles shall comply with the “Open Burning” requirements of Section 307 of the International Fire Code, 2000 Edition. The Warriors Mark West HOA shall notify the Town when the burning of the sixteen piles commences.*

Staff from A Cut Above Forestry will be present during the worksession on October 11<sup>th</sup> to answer any questions that the Council may have.



# A Cut Above Forestry

A Ceres Company

Tree Care and Forestry Consulting

October 4, 2011

Breckenridge Planning Department  
Matt Thompson  
P.O. Box 168  
Breckenridge, CO 80424

Dear Matt,

Here is the information you requested pertaining to the proposed Warriors Mark pile burn.

The trees were cut and the wood was machine piled in the fall of 2010. The plan was to burn the piles in the fall/winter of 2011.

#### Burn Permit

Burning of piles the size of those at the Warriors Mark Fuels Modification Project require a permit issued by the Colorado State Smoke Management Program. A permit was applied for and granted to the Red White and Blue Fire Department in November 2010. At the request of Red White and Blue Fire the permit was amended to remove the Warriors Mark burn on July 29, 2011.

I have been working with Coleen Campbell of the Colorado Smoke Management Program to obtain a new burn permit for the Warrior's Mark pile burn.

#### Burn Schedule

Two possible burn schedules are being considered.

Option A is to burn in November or December if the burn prescription is met. The burn prescription includes fuel condition, wind speed and direction, snow cover, air temperature, ventilation rate, ignition times and follow up weather.

Option B is to burn in December or January after a few heavy snow falls and at least 18-inches of snow is on the ground. Other elements of the burn prescription such as ventilation rate and wind direction must be met in addition to the minimum snow cover.

## Burn Contractor

The Warriors Mark HOA is still hopeful that RWB will reconsider and implement the pile burn. If this does not happen the HOA is in negotiations with The Anchor Point Group, a reputable and experienced fire management company from Boulder, CO. Anchor point will take the lead in establishing a burn plan, implementing the ignition and monitoring of the burn.

The RWBFPD has verbally agreed to provide support if needed in the form of man power and equipment at a cost of \$150.00 per hour.

Please contact me with any questions at 970 418-9546.

Sincerely,  
Rick Herwehe

**WARRIORS MARK HOME OWNER  
ASSOCIATION  
P.O. BOX 2529  
BRECKENRIDGE CO 80424**

September 9, 2011

**Peter Grosshuesch  
Director of Community Development  
Town Of Breckenridge**

**Dear Mr. Grosshuesch,**

**As per your letter of August 26, 2011, the Warriors Mark HOA (WMHOA) would like to pursue burning of the piles located on Tract A Warriors Mark West, filing 5. Our contractor, A Cut Above, is working on obtaining the necessary permits.**

**The slash is now grouped in piles, as requested by Red White and Blue (RWB), away from houses, and it has been drying for almost a year. If the experts agree that it is sufficiently dry, it will be ignited by A Cut Above or a surrogate company experienced in fire management.**

**The usual criteria of snow on the ground, optimal weather conditions and other criteria formulated by the Town of Breckenridge and RWB will be observed. The time frame for the burn is late October through November of 2011. If these conditions are not present, the burn will be postponed.**

**THE BOARD OF WMHOA**



RED, WHITE & BLUE FIRE PROTECTION DISTRICT  
COURAGE. COMMITMENT. CARE.

Below is a summary of the steps taken between March, 2010 and November, 2010, by the Red, White & Blue Fire Protection District (RWBFPD) and/or A Cut Above Forestry, in relation to the mitigation efforts on the open space parcel in Warrior's Mark.

RWBFPD and Colorado State Forest Service were contacted in the spring of 2010 by Bryan Whitcomb to assess the open space area in Warrior's Mark HOA for fuels treatment. At that time, RWBFPD offered to provide educational information to the homeowners in Warrior's Mark regarding forest health, fuels reduction and prescribed burns.

After the meeting was conducted, RWBFPD assisted Bryan Whitcomb, on behalf of the Warrior's Mark HOA, in writing a fuels reduction grant for a 50/50 cost share to the Summit County Wildfire Council. Initially, RWBFPD offered assistance in burning the piles for forest health and cost reduction purposes.

Before the grant was submitted, RWBFPD contacted the Community Development department at the Town of Breckenridge to ascertain whether, with the proper permitting, a variance to Breckenridge Town Code 5-5-3-"Open Fires and Burning Prohibited", would be considered if RWBFPD assisted in the burn process. The answer was "yes".

After the grant was approved, A Cut Above Forestry obtained a Class D permit on June 21, 2010, through the Red, White & Blue Fire Protection District.

On November 22, 2010, RWBFPD applied for a "Pile Prescribed Fire Smoke Permit" through Colorado Air Pollution Control Division, to conduct large pile burns for some grant awardees, including Warrior's Mark, in the Upper Blue Valley. The State Large Pile Burn permit defines specific parameters by which the applicant must adhere to before, during and after a burn. The permit was approved on November 24, 2010.

RWBFPD typically presents to the Town of Breckenridge Town Council in September of each year to obtain a variance to the Breckenridge Town Code 5-5-3, presenting maps and discussion on the burn piles.

The correct steps for fuel reduction and large pile burn permitting were taken by the Warrior's Mark HOA and A Cut Above Forestry.

This summarizes the steps taken by Red, White & Blue Fire Protection District and A Cut Above Forestry in relation to fuel mitigation and large pile burn permitting in 2010.

Sincerely,

Lori A. Miller  
Fire Chief  
Red, White & Blue Fire Protection District





# Memorandum

To: Town Council

From: Jennifer Cram, Planner III

Date: October 5, 2011

Re: Special Permit for Red White and Blue Fire Protection District Fuels Reduction Burn Piles

In conjunction with proposed fuels reduction plans with the Town and the Red White and Blue Fire Protection District (RWB) there are seventy-seven (77) burn piles in four (4) locations that need to be burned. All of the burn piles are the result of forest health/regeneration and fuels reduction/fuel break projects that received grants from the State Forest Service and Summit County Wildfire Council. These projects were completed in 2010. The piles are generally located off of Discovery Hill Drive and Hamilton Court. Maps of the approximate locations of the burn piles have been included in your packets. The RWB would like to burn the piles as early as the end of October through November. The Colorado Air Pollution Control Division would give the RWB the ok when the weather conditions are appropriate. Usually, this is done when there is sufficient snow coverage and favorable wind conditions. The RWB would notify the Town when they have been given the ok to burn the piles.

The current Town Code (Section 5-5-3) prohibits open burning within town limits. However, Section 5-5-5 allows the Town Council to grant a special permit to authorize open burning. Specifically, Section 5-5-5 states:

*Notwithstanding the provisions of section 5-5-3 of this chapter, the town council shall have the authority to issue a special permit for the purpose of authorizing open burning within the town. An application for such a permit shall be made in writing to the town council and shall state the date, time, location and purpose of such fire, and a description of all safety and precautionary measures planned. The town council shall act upon such request at its next regularly scheduled meeting following receipt of the completed application. The town council may grant such application if it finds that there are special and unique circumstances which justify granting the application. All open burning conducted within the town pursuant to a special permit issued pursuant to this section shall be conducted in accordance with the rules pertaining to open burning contained in the town's fire code. The town council may impose such other reasonable conditions upon a special permit as it shall determine to be necessary to adequately protect the health, safety and welfare of the town and its inhabitants. It shall be unlawful for any person to conduct any open burning within the town in violation of the terms and conditions of a special permit issued pursuant to this section. (Ord. 21, Series 1994)*

The RWB has already received a Form A – Pile Prescribed Fire and Smoke Permit from the State (Colorado Air Pollution Control Division). A special permit from the Town Council is the only outstanding issue.

Following is a motion that the Town Council may use to approve the special permit:

*“I motion to approve a special permit to allow the Red White and Blue Fire Protection District (RWB) to burn seventy-seven burn piles in four locations as noted on the attached site plans as early as the end of October through November as weather permits and with the approval from the Colorado Air Pollution Control Division. All burning of the burn piles shall comply with the “Open Burning” requirements of Section 307 of the International Fire Code, 2000 Edition. The RWB shall notify the Town when the burning of the piles commences.*

Staff from the RWB will be present during the worksession on October 11<sup>th</sup> to answer any questions that the Council may have.





## 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.*

### **OCTOBER 2011**

Tuesday, October 11; 3:00/7:30 p.m. First Meeting of the Month

Friday, October 14; 8:00 a.m.; Amazing Grace, 213 Lincoln Ave. Coffee Talk

Tuesday, October 25; 3:00/7:30 p.m. Second Meeting of the Month

### **NOVEMBER 2011**

Tuesday, November 8; 3:00/7:30 p.m. First Meeting of the Month

Wednesday, November 9; 8:00 a.m., One Ski Hill Place, 1521 Ski Hill Rd Budget Retreat

Tuesday, November 22; 3:00/7:30 p.m. Second Meeting of the Month

### **OTHER MEETINGS**

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

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