



BRECKENRIDGE TOWN COUNCIL WORK SESSION
Tuesday, December 13, 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
3:15 – 3:45 p.m.	II	<u>LEGISLATIVE REVIEW*</u>	
		Cooking Grease	64
		Model Traffic Code Amendment– Pedal Busses	74
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3:45 – 4:00 p.m.	III	<u>MANAGERS REPORT</u>	
		Housing/Childcare Update	Verbal
		Committee Reports	10
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4:00 – 4:15 p.m.	IV	<u>PLANNING MATTERS</u>	
		Valley Brook Housing Density	25
4:15 – 6:15 p.m.	V	<u>OTHER</u>	
		Harris Street Building Uses	32
		Breckenridge Marketing Advisory Committee Interviews	35
		Public Arts Commission Interviews	47
6:15 – 7:15 p.m.	VI	<u>JOINT MEETING – RED WHITE & BLUE FIRE DISTRICT</u>	57

***ACTION ITEMS THAT APPEAR ON THE EVENING AGENDA** **58**

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: Chris Neubecker

Date: December 7, 2011

Re: Town Council Consent Calendar from the Planning Commission Decisions of the December 6, 2011, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF December 6, 2011:

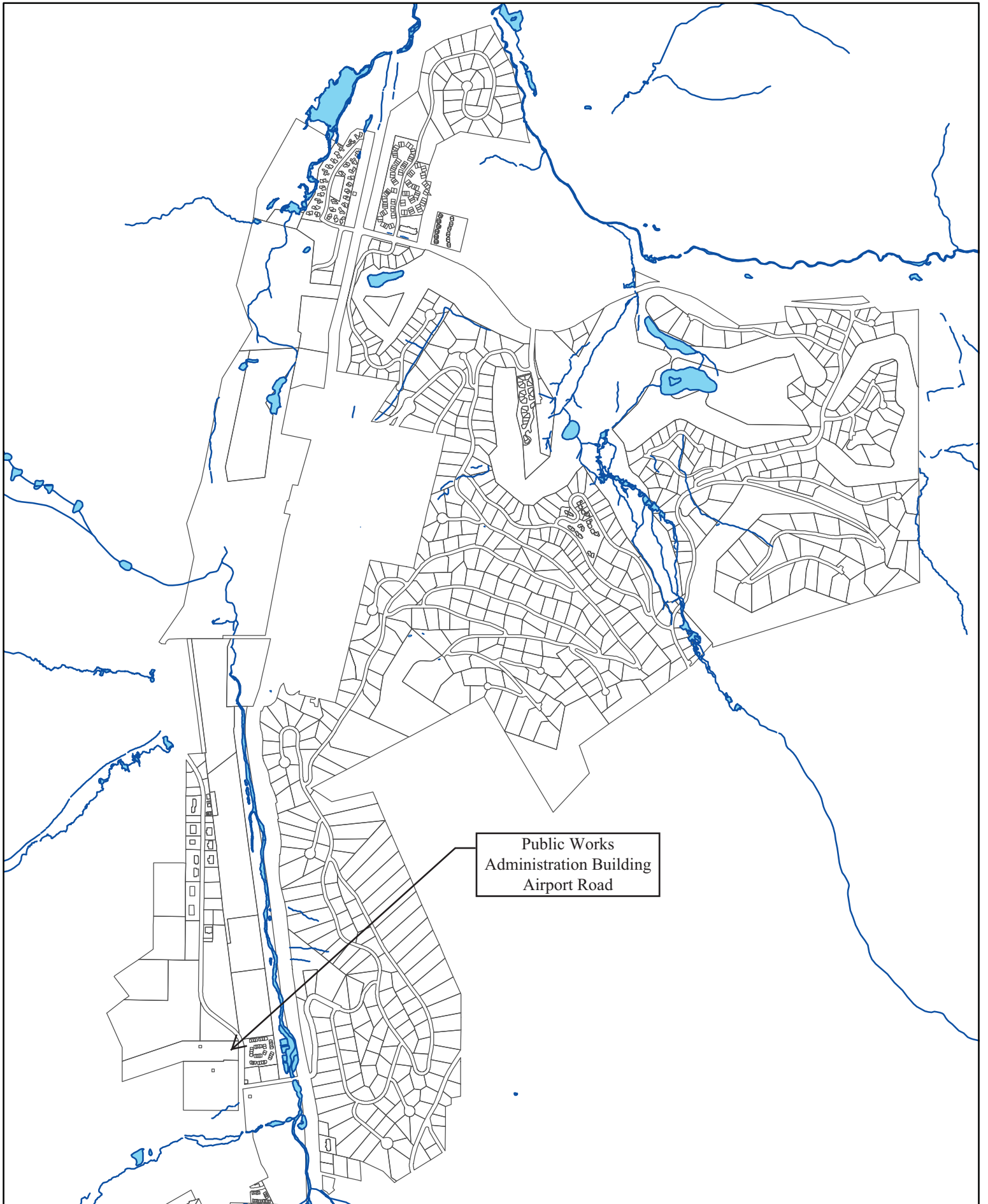
CLASS C APPLICATIONS:

1. Mendez Addition, PC#2011073, 211 N. Gold Flake Terrace

Addition to existing single family residence to create a total of 6 bedrooms, 7 bathrooms, 7,268 sf of density and 8,265 sf of mass for a F.A.R. of 1:4.70. Approved.

2. Wellington Neighborhood SFR Plus Garage (Lot 12, Block 8), PC#2011074, 15 Raindrop

Construct a new, single family residence with 4 bedrooms, 3 bathrooms, 1,968 sf of density and 2,452 sf of mass for a F.A.R. of 1:2.37. Approved.



Public Works
Administration Building
Airport Road

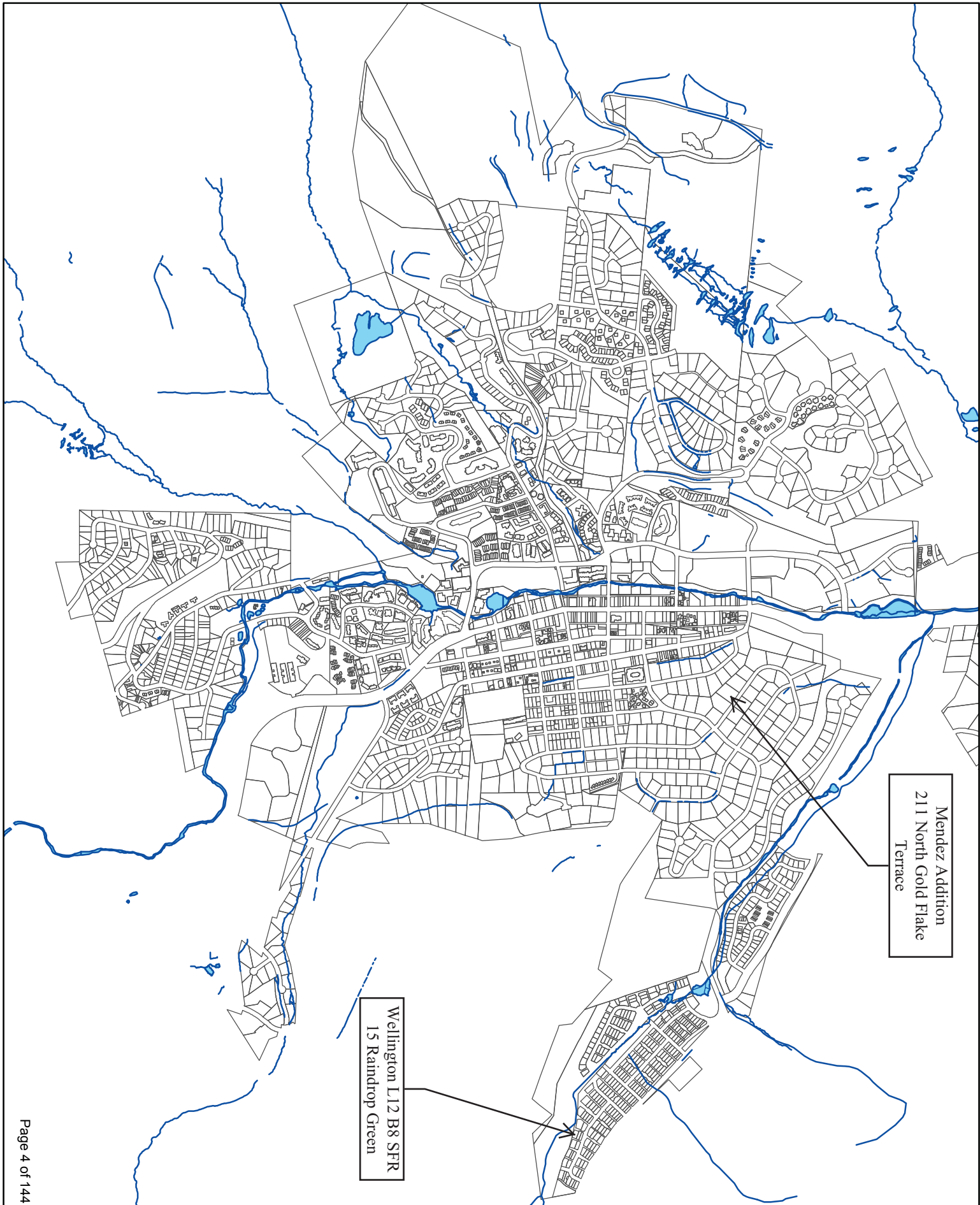


Town of Breckenridge and Summit County governments
assume no responsibility for the accuracy of the data, and
use of the product for any purpose is at user's sole risk.

Breckenridge North

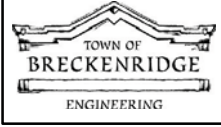
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Wellington L12 B8 SFR
15 Raindrop Green

Mendez Addition
211 North Gold Flake
Terrace



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

Breckenridge South

printed 4/12/2011



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With no changes, the minutes from the November 15, 2011 Planning Commission meeting were approved unanimously (7-0).

APPROVAL OF AGENDA

With no changes, the December 6, 2011 Planning Commission meeting agenda was approved unanimously (7-0).

CONSENT CALENDAR:

1. Mendez Addition (MGT) PC#2011073; 211 North Gold Flake Terrace

Mr. Schroder: Personally ok with Staff's action as noted, but was wondering if others wanted to take it off the consent calendar. (Ms. Dudney: Only if someone from the public is here to speak about it.)

Mr. Pringle: There are a lot of reasons to call this up but not specifically for this application; it meets everything that the code asks for. I think the issue is bigger than this one. (Mr. Neubecker: If there is an issue bigger than this we can talk about it under Other Matters if there is something else we need to address.) This is a very large home for that area; have they met all of the conditions on that? (Mr. Truckey: It meets the Neighborhood Preservation Policy.) (Mr. Neubecker: Directed the Commission's attention to Page 13 in the Planning Commission packet.)

2. Wellington Neighborhood SFR Plus Garage (MM) PC#2011074; 15 Raindrop Green

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

TOWN COUNCIL UPDATE; MAYOR JOHN WARNER

Mayor Warner updated the Commission on several topics:

- First: Starting in January, 2012, Town Council members will participate in one Planning Commission meeting per month.
- Second: Relocation of the recycling center: The Town and the County are entering into an agreement to move the recycling center to approximately the northwest corner where Coyne Valley turns left before Red Tail Ranch; a way to free up space for affordable housing on County Road 450. There are thoughts about absorbing the ambulance service by the various county fire services; there might be a sharing of the public works campus. It will be more of a consolidation of space. It is not a done deal, but it is coming down the pike just so you are aware. The County would like to build the property. (Ms. Dudney: Is the reason we are involved because we are moving the recycling center to public property? If they build affordable housing would it be annexed into the Town?) Can't speak of where the water rights for some of these locations exist thus far.
- Third: Riverwalk Center concept of a potential park idea: In Council's thinking, it has nothing to do with displacement of parking. We ARE NOT removing any parking. We are thinking about adding more green areas around the Riverwalk Center. (Mr. Schroder: It wouldn't go away from that spot?) No, there will be no net loss of parking. It is extremely preliminary. Breck lacks in park space, we have about ¾ of what you are supposed to have in a town setting. (Mr. Pringle: Boulder went through the same thing, and they ended up going through a big reorganization of priorities. Something in the main part of town, a lot of people would be able to access it.) It would be an enhancement to the Riverwalk Center Venue so it is used more often and so that people have a real good reason to come to town. (Ms. Dudney: Is the park area supposed to be like a central park, for play area or for concerts?) More of a central park area; so the building is surrounded by grass and parking could go underneath. (Ms. Christopher: Even a net gain with regards to parking would be extremely beneficial.)

- Fourth: Then there are also people that are still looking for the 4-Star Hotel project concept near the F lot overlooking the Village. (Mr. Pringle: Why wouldn't we engage with the Ski Area and see what they produce?) That may happen, maybe that is all that we need. But I still feel that our community could use an accommodation of the sort. The Ski Area has development rights/master plan that did call for a hotel but they haven't moved forward with that. They don't know what it would look like. We told them that we would love to see them go that extra bit. (Mr. Schroder: Have we received any timeline of any feel of any kind about the Berghof, Gondola Lot, etc.?) Maybe the Bergie area first, then Administration and then come into town. These lots would be the last piece of their development plans. (Mr. Neubecker: They have shut down the Breckenridge Mountain Lodge; they might redevelop that site but it is extremely preliminary. They have the approved plans for Building 804 which is the next to One Ski Hill Place. They might switch that over to a hotel. There was discussion last year but nothing recently. The number of people and cars you then put on the west side of Park Avenue and then the foot traffic getting to the Gondola were of concern.) We would like to have a place where our visitors find it easy to get into the core of downtown. As opposed to hanging out in some satellite lot.

Commissioner Questions / Comments:

- Mr. Pringle: With regard to the recycling center relocation, is there a possibility that they might look into other locations that are more centrally located? (Dr. Warner: By moving it farther north it takes it out of Town proper but the Highlands are a huge part of town and it is fairly accessible, is it a perfect spot? Probably not. But is it a spot that works pretty well? Yes. I think they thought of it in terms of access, main roads, two ways to get there (via Highway 9 or Airport Road); we can certainly ask those kinds of questions. I can certainly bring it up to see what Council thinks. There isn't a blueprint for this project yet, it is just a way that might free up a place that might be continuous with more affordable housing.) One other consideration, rather than one large central place, is that we have multiple satellite facilities that are scattered throughout Town. If we can make it more convenient for people, they will do it. (Dr. Warner: There is concern, because landfill revenues are down, that recycling is in jeopardy of disappearing. Education is key with regards to the lifecycle of the things Americans buy.)
- Ms. Pringle: You had mentioned that you may enlist a Town Council to come to Planning Commission meetings? (Dr. Warner: To fill in the blanks, so to speak, so that we have a two way street with communication. Everyone on Council supported that idea.) I am wholeheartedly in support of this; I think it would be extremely beneficial. (Dr. Warner: We would have to make sure that it isn't quasi-judicial. Jennifer McAtamney will be attending your next meeting.)

WORKSESSIONS:

1. Mechanical Mass for Solar (CN)

Mr. Neubecker presented. Staff had been approached with a potential exterior remodel at Ski Side Condos on Grandview Drive which includes enclosing a 250 square foot area for a mechanical room for the new solar thermal panels as well as potentially enclosing the open air walkways (which are internal to the buildings and therefore not visible from off site locations) to make the building more energy efficient. The property was built prior to the Land Use Guidelines adoption and is already over density and mass (a legal non-conforming use). Per the Development Code, enclosing the interior hallways and adding a new mechanical room in many cases would result in a large number of negative points for exceeding the recommended mass, thereby rendering the project infeasible.

The Commission discussed potential changes to the Relative Policy on Mass at the May 18th and August 30th worksession including:

1. Mass allowance for mechanical rooms for the purpose of renewable energy systems; and
2. Mass allowance for enclosing hallways and entrances for energy efficiency savings (i.e. airlocks).

This issue challenges two different goals of the Town 1) encouraging energy efficiency and renewable sources of energy, and 2) maintaining community character (including building massing limitations). Staff would like to find a way to encourage the use of renewable energy without compromising character.

Almost all of the older multi-family buildings in Town that staff researched (about 30 properties) have been built to or are over the allowed mass. Staff also believes that in most cases, mechanical room additions could be accommodated within the existing building footprints (in hallways of the multifamily buildings).

The Commission directed staff to draft a modification to Policy 4R Mass which included the following:

- The Commission supported changes to the policy concerning mechanical room mass, but did not support enclosing hallways and walkways.
- Additional mass enclosures should be within the existing building footprint.
- If the mass cannot be within the existing footprint, it should be added in a way to reduce visibility from public rights of way.
- The policy should apply to renovations only, not new construction.
- Set a maximum size limitation.
- Mixed opinions on the Commission on review process (Class D or C).

Staff proposed a draft policy which attempts to address the Commission’s concerns. Staff welcomed Commissioner comments and input on the draft policy. Staff hoped to get direction on the policy to move forward with ordinance language to the Town Council.

Questions for the Commission:

1. If the applicant can’t fit the mechanical room addition into the existing building footprint, should the addition be prohibited?

Mr. Pringle: Still fuzzy on the question because I think the questions are answered in the policy; shouldn’t prohibit it. Find ways to make it happen. No, don’t prohibit.

Ms. Dudley: No.

Mr. Lamb: No.

Mr. Schroder: No, in favor that we don’t prohibit it.

Mr. Butler: No.

Ms. Christopher: No.

Mr. Rath: No, they would have to stay within their setbacks.

2. Are there some criteria we can establish to allow such mechanical room additions when added outside an existing building footprint?

Mr. Pringle: Yes; “for the expressed intent of mechanical equipment for renewable energy built to the least amount necessary to accommodate that”.

Ms. Dudley: Yes; in item C of draft policy, be more specific than “if deemed necessary”. Like visible from the public right of way. Try to make it clear to the applicants. (Mr. Neubecker: It might be simpler to call it a Class D and then go from there.)

Mr. Lamb: Yes.

Mr. Schroder: Yes; square foot limitations on site/building guidelines/height/color, etc. to create as low public visibility as possible.

Mr. Butler: Yes.

Ms. Christopher: Yes; possible subterranean for mechanical room.

Mr. Rath: Yes.

Commissioner Questions / Comments:

Mr. Lamb: When you say over mass are we talking 5% or 50%? (Mr. Neubecker: It varies; we basically looked at multifamily buildings.) If it were 5% over I am a lot more agreeable over something that is 50% over.

Mr. Pringle: Some people come in and build exactly to density and then they come back asking to accommodate more mass. I don’t know how we mitigate, unless we waive the maximum allowed density on properties. (Mr. Neubecker: I understand your concern. You see on page 35, section A of the Planning Commission packet, “this exemption would not apply to future buildings being built”.) Rather than going to all the expenses of putting all of this onto a building, why not buy into the community solar gardens and not get your reductions through them? (Ms. Darcy Hughes, Architect for Ski Side Condos: We already have solar PV on the building, so this additional solar would be for solar hot water.)

Mr. Rath: Usually when a property is adding environmental savings they are doing a lot more (environmentally) than just one thing. I think there should be an encouragement for doing this underground. (Ms. Hughes: I am not opposed to going underground, but we have an empty hallway in this building and it

is blocked from view unless you are in the building, so I think that is much more beneficial to utilize the space we have available.) (Mr. Matt Stais, Architect: I appreciate the position that Ms. Hughes's clients are in; however, I would be pretty wary about setting a policy that would cover all potential projects; it might be a problem in the future with other projects. Can this not be handled on a case by case or should there be a policy?)

Mr. Pringle: To go ahead now and enclose those hallways it becomes a fairness issue with mass and bonus issues. (Ms. Hughes: It was built prior to the land use guidelines.) We gave it a bonus because it was employee housing.

Ms. Dudney: Two issues, 1. Mechanical space necessary to support the solar and the second is enclosing open hallways. Because this didn't have anything to do with renewable energy, I personally think that the Staff has done a good job writing this so that we are protected. This particular hallway could qualify for that. I would make a couple language changes but after thinking about it I didn't feel that worried.)

Mr. Pringle: It opens for door; once you start doing these you get a lot of applicants with people changing things.

Ms. Dudney: Constructive criticism of wording: Second sentence in the first paragraph, I don't think that it is necessary. The language of reducing the carbon footprint is volatile and it requires a huge financial analysis to be done. Add the words "to improve energy efficiency." The goal of the language should be as clear as possible to what it applies to. On B1 the last sentence, "and may be denied if adjacent property owners reject...", if it is put within visibility of adjacent properties, should they have voice in this?

Mr. Pringle: No, the Town has the voice but we don't give them (neighbor) a veto or power over that. "Screening of addition shall be addressed..." change to "if necessary, shall be required"? I don't know how you mandate something relatively.

Mr. Lamb: It will be on a case by case basis.

Mr. Rath: I can see how we could do a point analysis; that way we can evaluate the overall net energy effect rather than looking at this little 200sq feet. 2% is a pretty small number but if you attach that square footage to something on the positive side that is measurable.

Mr. Pringle: Would this have to go through the HERS rating? (Mr. Neubecker: In that instance you would be gaining positive points, but you would have to go through a rating system that does have a cost involved with doing that rating.)

Mr. Rath: Assign positive and negative point system for the intended upgrades. It would force them to add as few square feet as possible and it would encourage them to do a lot on the positive benefit side as well. Space that is needed for additional infrastructure (heat pumps, etc.), you can set an upper parameter. I'm trying to encourage upgrades to those older buildings; we can double the energy efficiency of some of their structures. (Ms. Dudney: Is 300 square feet the right number?) Sometimes 2% might not be adequate or sometimes it might be too much. We look at what their intentions are from a positive and negative standpoint. (Mr. Neubecker: There could be a bigger project that comes along but if we limit it with these numbers maybe we consider it; maybe it qualifies for a variance. We just don't want it to be so broad that people take advantage of us. We want people to be efficient with their space.)

Mr. Lamb: It would be interesting to see some systems out there. Do we need 500 square feet? Is 300 too much?

Mr. Rath: It would have to be a fairly large building to need 500 square feet. Some of these mechanical rooms can be reorganized and reutilized and made more efficient because a lot of this stuff is smaller nowadays. (Mr. Neubecker: We will do more research on mechanical rooms so we come up with a number that is realistic. We don't want people to take advantage of us or the policy. We will provide some data to you and hopefully get you on board with our findings.)

Mr. Pringle: Minimal amount necessary to get what you want.

Ms. Christopher: I agree with everything Ms. Dudney, Mr. Pringle and Mr. Rath have said. It would be nice to direct an applicant in that direction before they consider extra buildings to cover it.

Mr. Rath: The exemption should be that in a case such as this, when we have environmental upgrades to a building we don't take those negative points. (Mr. Neubecker: If we can't accommodate Mr. Rath's idea are we ok going down the road we are going?) (Mr. Truckey: There may be times that 300 square feet is not enough. Maybe we get rid of the square footage and do the 2% so it is specific to the sizes of the buildings.) (Ms. Christopher: They have to demonstrate need for what they are asking for.) Encourage older buildings to go through the upgrade process.

2. Public Works Administration Building (MM) Airport Road

Mr. Mosher presented a proposal to build a 5,144 square foot administration building near the existing east entry to the Public Works property.

As a Town of Breckenridge development, the Town Council does not need an approved development permit to process this project. None of the normal processes or requirements applies to any Town projects that are covered by Section 9-1-27 of the Development Code. However, 9-1-27(B) requires a public hearing, and requires that the Planning Commission provide their input on the proposed project. The Town Council has indicated that they want to try to follow the substantive requirements of the Development Code as much as possible for all Town projects.

Due to the time constraints for advertising the public notice, this review is being presented as a worksession. It will be brought back, with the required advertising, for a public hearing at a future meeting.

At this time, Staff has only one question for the Commission. Staff believes that the architectural character of the proposed buildings abides with the intent of the Land Use Guidelines. Does the Commission concur? Staff welcomed the Commission to ask any additional questions or provide comment/direction to Staff.

Matt Stais, Stais Architecture, Agent: Presented the new overall site plan and how the new public access will be off the south entrance on Airport Road near Valleybrook.

Commissioner Questions / Comments:

Mr. Schroder: On the directional road, you can't turn left there. (Mr. Mosher: It is a 4-way stop intersection.) (Mr. Rich Newberger, Public Works: Mr. Stais will discuss county influence and occupation and how all of that plays in.)

Mr. Lamb: Well thought out, perfect design for what it is intended to do and it is compatible with neighborhood.

Mr. Pringle: I think it looks good, Mr. Stais. (Mr. Truckey: As a goal, the Town is seeking LEED equivalent ratings for Town buildings. Though we are not seeking LEED, we will be designing comparable elements in the development.) (Mr. Newberger: 96-98% energy efficient; investigating recyclable materials; solar system array that will sustain the building; bouncing natural light into the interior of the building; projection of light inside and shading; the intention is to get 50 or better on the STC (Sound Transmission Class) rating; the more we push the envelope on things that we make it green and helpful. It expands the responsibility of the Town to come up with those dollars that the Town would need to make up.) (Mr. Stais: I would like to see it LEED certified, but is very expensive. Will be going forward with sustainable design and energy efficiency; we will continue to work on it and keep you all posted.)

OTHER MATTERS:

(There was a general discussion about architectural character in reference to the Mendez addition.)

Mr. Pringle: I had a question about excessive dissimilarity (ie: glass) and the overall point analysis of the project. (Mr. Neubecker: It's about balancing contemporary architecture, where do you draw the line?) It isn't square footage; it is a number of architectural design structures. (Mr. Neubecker: Depending upon the direction the design is facing, or the design your neighbors have, it is not just a function of size. It is in the eye of the beholder.)

Mr. Neubecker: The Saving Places Conference in Denver is coming up in February. Registration is still not available. I will let you know as soon as we know anything about that.

Mr. Schroder: There is not a second meeting in December. The first meeting of the New Year will be January 3, 2012.

ADJOURNMENT:

The meeting was adjourned at 9:16 p.m.

Dan Schroder, Chair

MEMO

TO: Mayor & Town Council
FROM: Tim Gagen, Town Manager
DATE: December 7, 2011
SUBJECT: Committee Reports for 12.13.2011 Council Packet

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

Summit County Wildfire Council	Matt Thompson	November 17, 2011
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Discussion on Weed Mitigation Requirements for Grant Program: The revised version of the Community Wildfire Protection Plan includes a clause specifically stating that the County does not want to replace a wildfire problem with a weed problem.

Staff Recommendations for Modifications of WUI Lines and CWPP Language: A subcommittee including representatives from local fire districts, U. S. Forest Service, Colorado State Forest Service and Summit County have met over the last few months to look at the current Wildland Urban Interface (WUI) lines and determine where revisions are necessary. Paul Cada presented a map of revised WUI lines for Summit County (see Attachment A). Revisions included the addition of the Climax mine area (including Clinton Reservoir), wilderness areas within ½ miles of neighborhood boundaries, a ½ mile buffer along I-70 and Highway 9, and other areas which closed gaps in the original boundary.

Education Update: Matt Benedict (RWB) conducted a training session with Keystone Science School teachers at the Keystone wildfire site. He spent about 2 ½ hours teaching about wildfire ecology, logging, etc. Dan Schroder and Kim Scott presented at the National Fire Protection Association Backyards and Beyond Wildland Fire Conference in Denver, reaching people from all over the country. Dan is looking for opportunities to reach out to the community. Dan Schroder is working with Friends of the Dillon Ranger District to create a comprehensive forest health/wildfire safety flyer that will be distributed next summer.

CDOT	Tim Gagen
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The BOCC met with CDOT this week for their quarterly update. The big news is that CDOT is considering shifting funds from additional work on Hwy 9 in 2012 to a project on U.S. 85 in Douglas County, where the County is offering local matching funds. The BOCC and we expressed our strong disappointment at this action. We also found out, contrary to previous information from CDOT, that the Fairview round-about is not shovel ready due to R/W acquisition. The Twin Tunnels project on I-70 is moving forward quickly and one of the pending discussions is tolling the new tunnel bore during peak periods. The conceptual design of the Silverthorne interchange was also back at the discussion stage.

I-70 Coalition	Tim Gagen
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The Board met this week and the primary discussion was should the Coalition change its organizational structure to a Transportation Management Organization (TMO) or keep the current 501 structure. The TMO offers the advantage of possible access to more grant funding than the current structure and the Coalition is doing most of the things a conventional TMO does. More discussion with CDOT is the next step. The Board also met with CDOT reps to discuss communication and tracking issues between CDOT and the Coalition with the various activities that are occurring related to I-70 and ones that will arise in the near future. The basic problem is the lack of an omnibus person who has their finger on all things I-70 that the Coalition can go to be kept up to speed on everything.

Committees	Representative	Report Status
CAST	Mayor Warner	Verbal Report
CDOT	Tim Gagen	Included
CML	Tim Gagen	No Meeting/Report
I-70 Coalition	Tim Gagen	Included
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	No Meeting/Report

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.

FINANCIAL MEMORANDUM

TO: TIM GAGEN, TOWN MANAGER
FROM: CLERK AND FINANCE DIVISION
SUBJECT: OCTOBER NET TAXABLE SALES & RETT REPORTING
DATE: 12/7/2011

This memo explains significant items of note in relation to sales that occurred within the Town of Breckenridge in the month of October. 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 October were up 5% over 2010 (5.8% YTD), but again fell short of 2006 #s.
- Every category except for Supplies tracked ahead of prior year.
- Retail, Restaurants, and Grocery continue to track quite well. Retail fared better than 2006 #s; Restaurants and Grocery tracked better than 2007.
- Restaurants/Bars continues to have its best year ever.

Real Estate Transfer Tax

- Total November collections fell behind prior year by 10.5%, and behind budget by 5.4%. We also fell behind PY churn for the month by 16%.
- Overall YTD collections declined versus prior year, and are currently behind prior year by 4.7%. However, the “churn” is still tracking ahead of prior year by 9.7%. We have seen an increase in exemptions related to deed restricted housing (no related RETT). So, it appears that despite the decline in RETT, we are seeing some local sales.
- Sales of vacant land, timeshares, and single family homes continue to be up YTD vs. prior year. While condos are not up YTD, they have surpassed prior year collections for the past 3 months. Townhomes did just fall behind prior year YTD, as there was no RETT paid on them in November.

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**

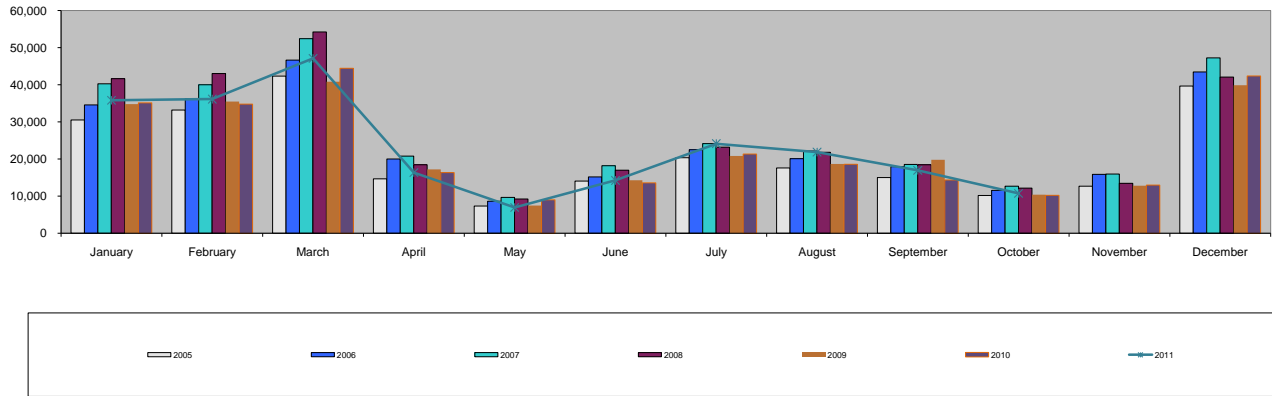
(in Thousands of Dollars)

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	47,101	119,034	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	16,371	135,405	0.2%	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	6,971	142,376	-22.5%	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	156,611	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	24,134	180,745	13.1%	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	21,878	202,623	17.6%	4.9%
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	16,969	219,592	18.5%	5.8%
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	10,740	230,332	5.0%	5.8%
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	230,332	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	230,332	n/a	n/a
Totals	257,638		292,594		322,001		314,841		272,306		273,106		230,332			

2011 Monthly Sales Tax Activity (in thousands of dollars)



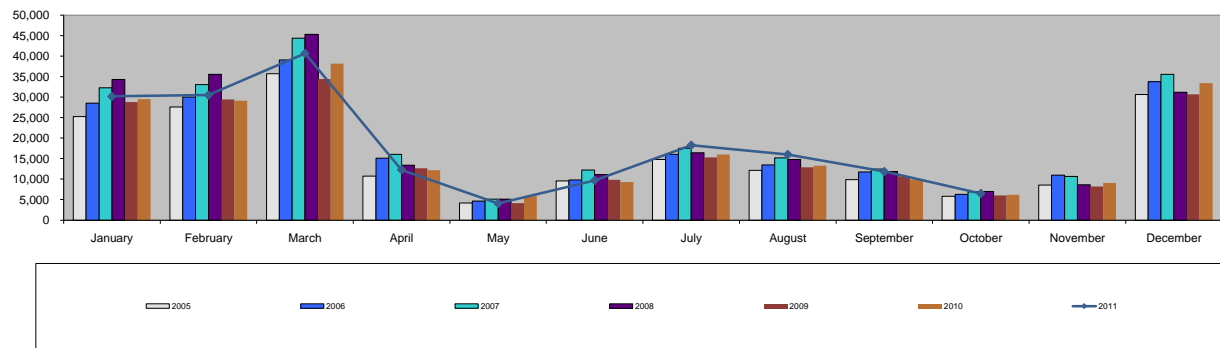
**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(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				
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	16,010	161,731	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	11,834	173,565	19.6%	6.3%
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	6,517	180,082	6.1%	6.3%
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	180,082	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	180,082	n/a	n/a
Totals	194,803		219,313		241,268		234,652		202,994		211,778		180,082			

2011 Monthly Sales Tax Activity (in thousands of dollars)



Tourism Ratio (Retail + Restaurant)/Lodging

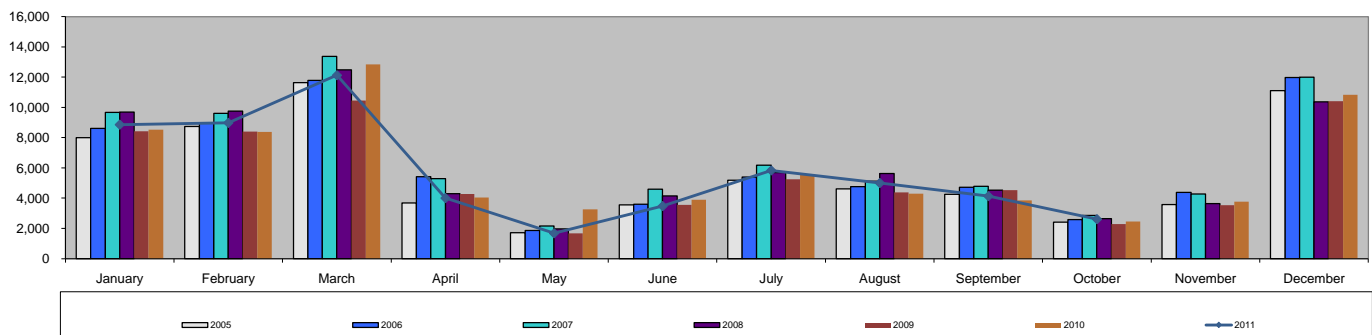
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(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	5,003	49,968	16.3%	-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	4,132	54,100	7.4%	-1.0%
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	2,609	56,709	6.4%	-0.7%
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	56,709	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	56,709	n/a	n/a
Totals	68,460		74,000		79,896		74,837		67,167		71,710		56,709			

2011 Monthly Sales Tax Activity (in thousands of dollars)



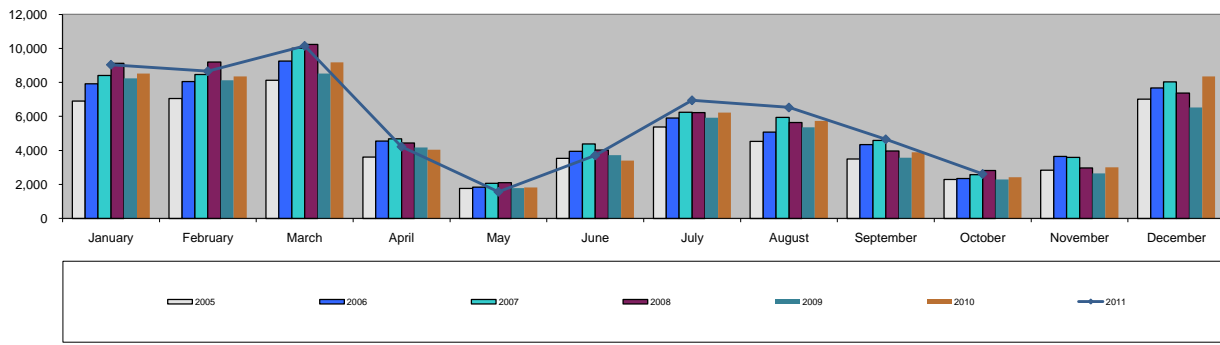
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(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	4,656	55,477	19.9%	8.5%
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	2,618	58,095	8.2%	8.5%
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	58,095	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	58,095	n/a	n/a
Totals	56,497		64,556		68,954		68,131		60,874		64,906		58,095			

2011 Monthly Sales Tax Activity (in thousands of dollars)



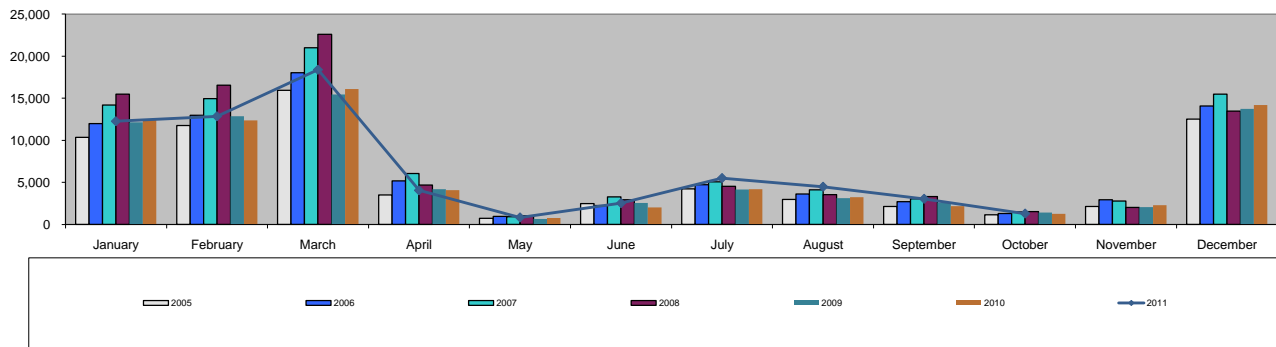
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(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	3,046	63,988	40.8%	11.5%
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	1,290	65,278	1.6%	11.3%
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	65,278	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	65,278	n/a	n/a
Totals	69,846		80,757		92,418		91,684		74,953		75,162		65,278			

2011 Monthly Sales Tax Activity (in thousands of dollars)



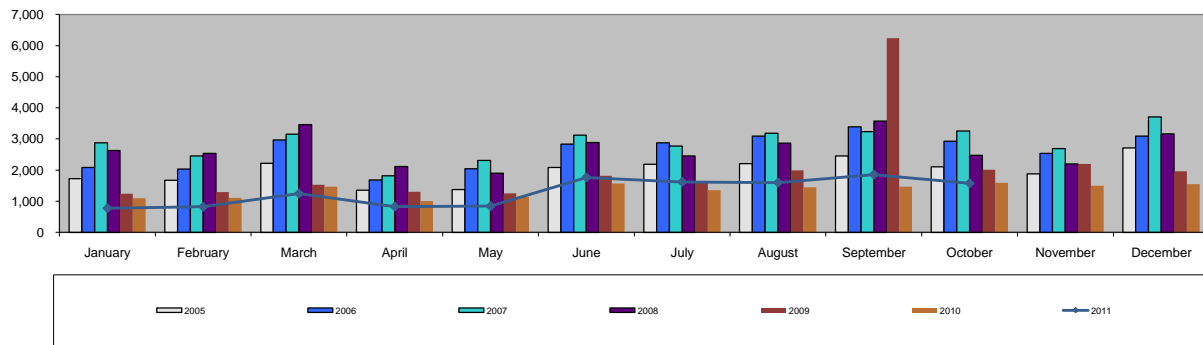
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(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	1,245	2,843	-15.4%	-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	829	3,672	-17.6%	-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	841	4,513	-26.2%	-22.5%
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	6,278	12.2%	-15.1%
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	1,619	7,897	19.6%	-9.7%
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	1,597	9,494	10.4%	-6.9%
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	1,857	11,351	26.2%	-2.7%
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	1,575	12,926	-1.3%	-2.5%
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	12,926	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	12,926	n/a	n/a
Totals	23,961		31,557		34,593		32,242		24,435		16,305		12,926			

2011 Monthly Sales Tax Activity (in thousands of dollars)



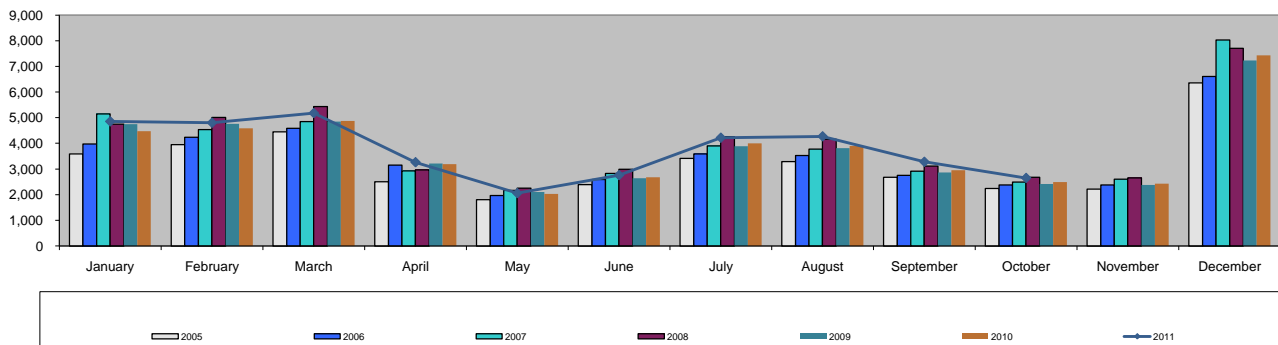
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(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	3,278	34,676	10.9%	6.1%
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	2,648	37,324	6.4%	6.1%
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	37,324	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	37,324	n/a	n/a
Totals	38,874		41,724		46,140		47,947		44,877		45,023		37,324			

2011 Monthly Sales Tax Activity (in thousands of dollars)



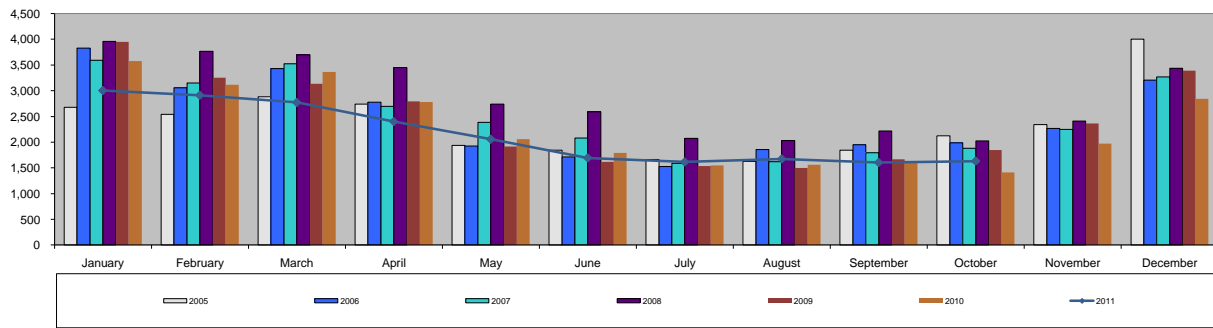
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(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	1,604	19,730	-1.3%	-7.9%
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	1,632	21,362	15.6%	-6.4%
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	21,362	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	21,362	n/a	n/a
Totals	28,231		29,519		29,829		34,400		28,967		27,649		21,362			

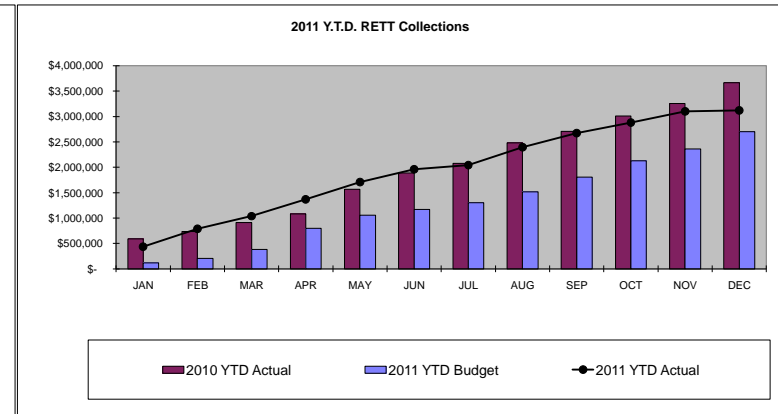
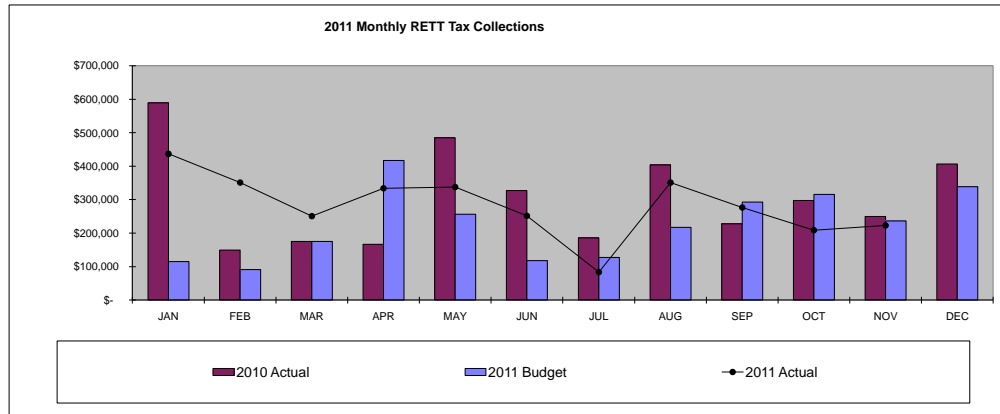
2011 Monthly Sales Tax Activity (in thousands of dollars)



**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%	208,831	66.1%	-46.8%	-29.9%	2,881,120	135.5%	-37.8%	-4.2%
NOV	459,147	5,090,926	89.7%	249,583	3,256,677	88.9%	236,022	2,361,764	87.5%	223,271	94.6%	-51.4%	-10.5%	3,104,391	131.4%	-39.0%	-4.7%
DEC	\$ 584,308	\$ 5,675,235	100.0%	\$ 406,078	\$ 3,662,755	100.0%	\$ 338,238	\$ 2,700,002	100.0%	\$ 16,727	4.9%	-97.1%	-95.9%	\$ 3,121,118	115.6%	-45.0%	-14.8%

December RETT #s through 12/06/2011

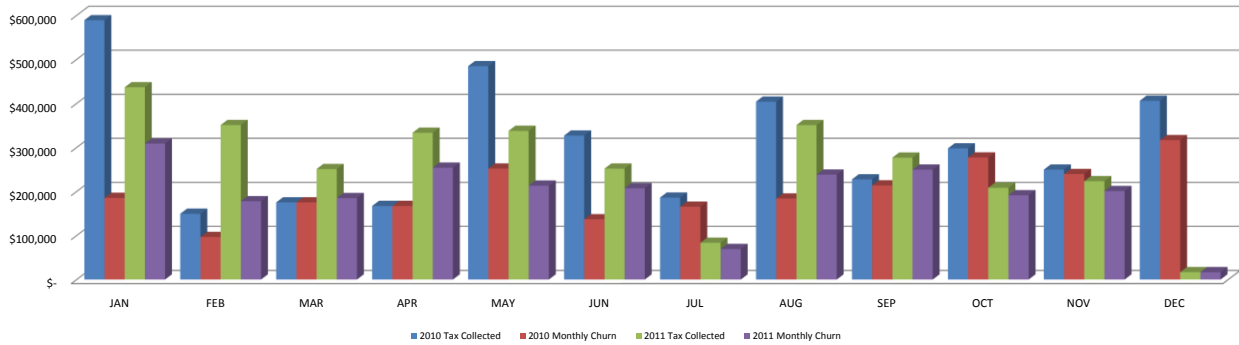


**TOWN OF BRECKENRIDGE
REAL ESTATE TRANSFER TAX CHURN
REPORTED IN THE PERIOD EARNED**

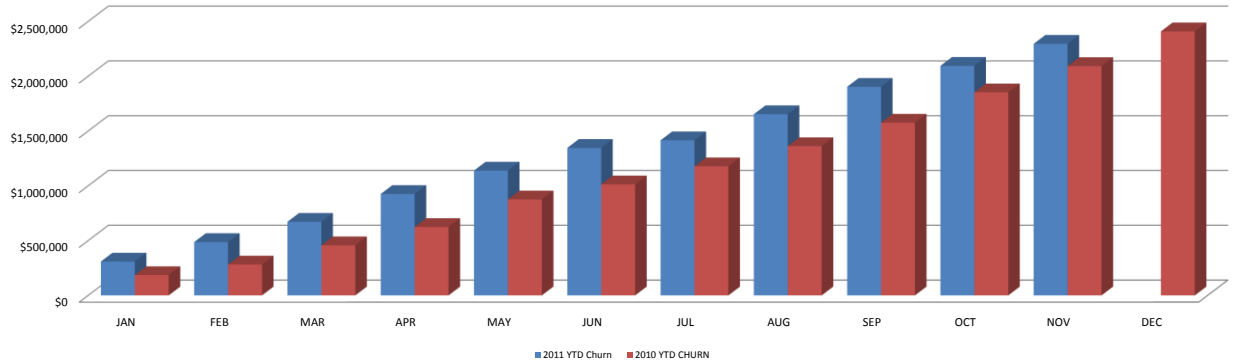
Sales Period	Tax Collected	Year To Date	2010 Collections					Monthly Churn	YTD Churn	% of YTD Total
			New Construction							
			Beaver Run	Grand Lodge	1 Ski Hill	Water House	Other			
JAN	\$ 588,874	\$ 588,874	0	403,514	0	0	0	\$ 185,361	\$185,361	31.5%
FEB	\$ 149,303	\$ 738,178	0	52,748	0	0	0	\$ 96,555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

Sales Period	Tax Collected	Year To Date	2011 Collections				Monthly Churn	YTD Budget	YTD Churn	% of YTD Total	% Change In Churn from Prior Year
			New Construction								
			Grand Lodge	1 Ski Hill	Water House	Other					
JAN	\$ 436,605	\$ 436,605	74,378	0	53,370	0	\$ 308,857	\$ 115,354	\$308,857	70.7%	66.6%
FEB	\$ 350,866	\$ 787,471	135,046	26,482	11,550	0	\$ 177,787	\$ 206,306	\$486,644	61.8%	72.6%
MAR	\$ 250,986	\$ 1,038,457	56,805	0	9,300	0	\$ 184,880	\$ 381,562	\$671,524	64.7%	46.9%
APR	\$ 333,424	\$ 1,371,881	41,651	7,296	19,170	11,300	\$ 254,006	\$ 798,708	\$925,531	67.5%	48.3%
MAY	\$ 337,577	\$ 1,709,458	87,830	36,403	0	0	\$ 213,344	\$ 1,054,819	\$1,138,875	66.6%	30.0%
JUN	\$ 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	\$ 208,381	\$ 2,880,670	2,223	0	0	14,800	\$ 191,359	\$ 2,125,742	\$2,094,737	72.7%	13.0%
NOV	\$ 223,271	\$ 3,103,941	5,083	17,212	0	0	\$ 200,975	\$ 2,361,764	\$2,295,712	74.0%	9.7%
DEC	\$ 16,727	\$ 3,120,668					\$ 16,727	\$ 2,700,002	\$2,312,439	74.1%	-4.0%

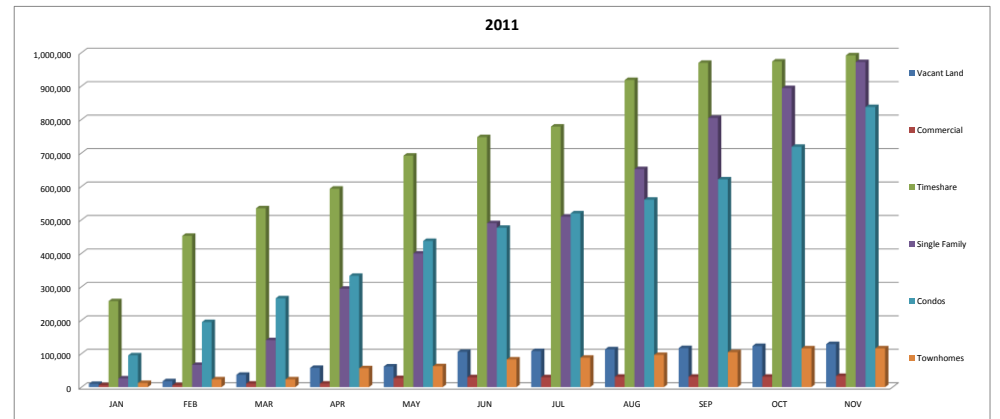
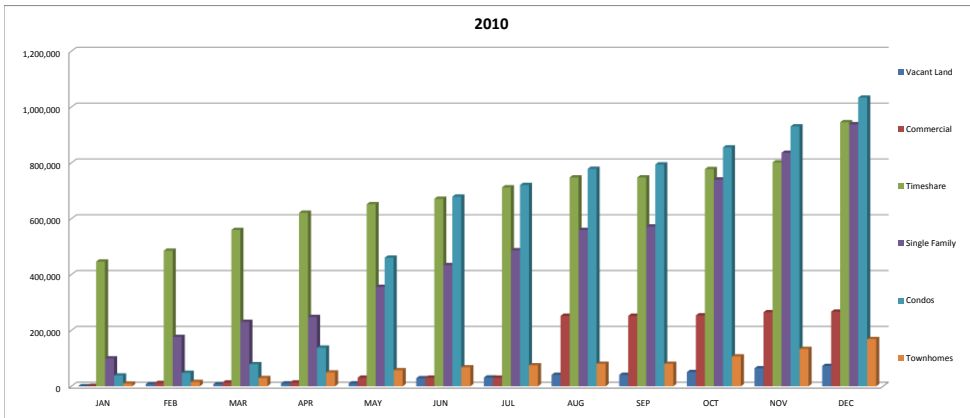
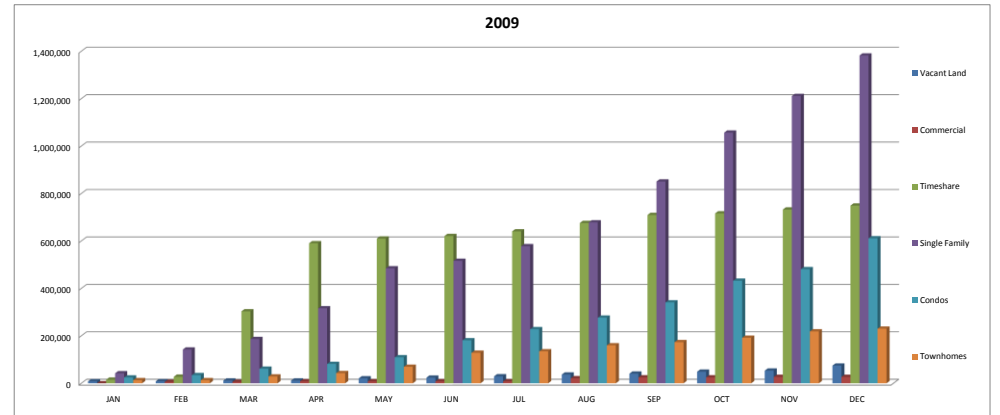
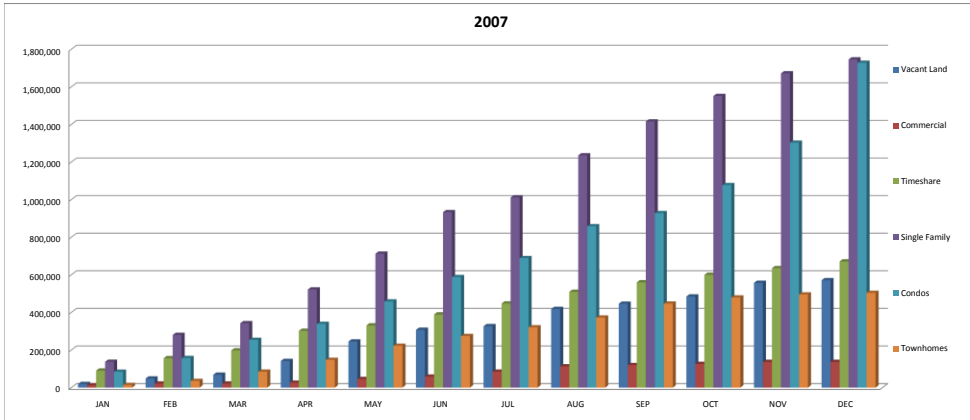
RETT Monthly Collections vs. Churn



YTD Churn Analysis

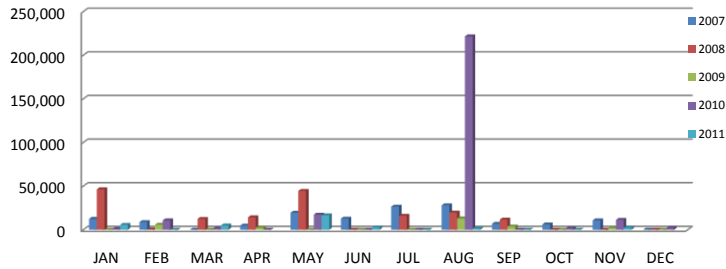


**TOWN OF BRECKENRIDGE
REAL ESTATE TRANSFER TAX COLLECTIONS
YTD CATEGORIES BY MONTH**

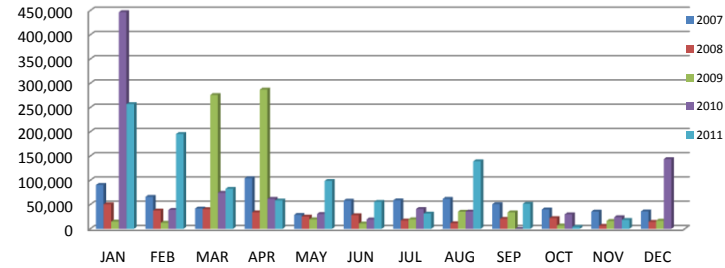


TOWN OF BRECKENRIDGE REAL ESTATE TRANSFER TAX COLLECTIONS MONTHLY BY CATEGORY

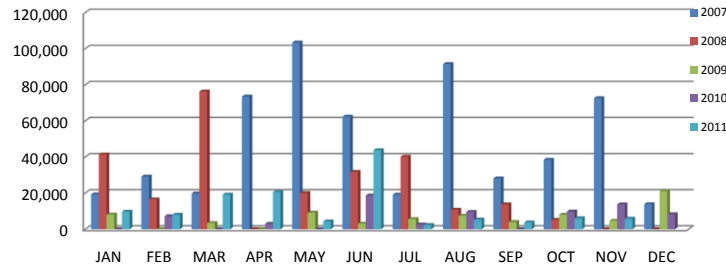
Commercial



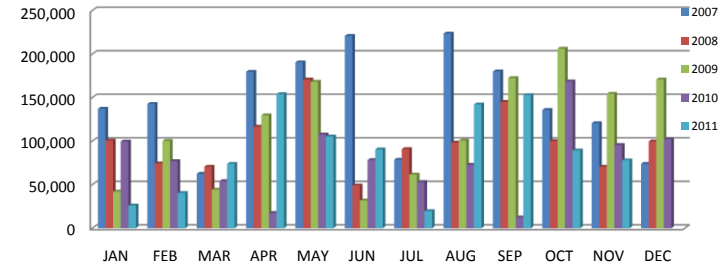
Timeshare



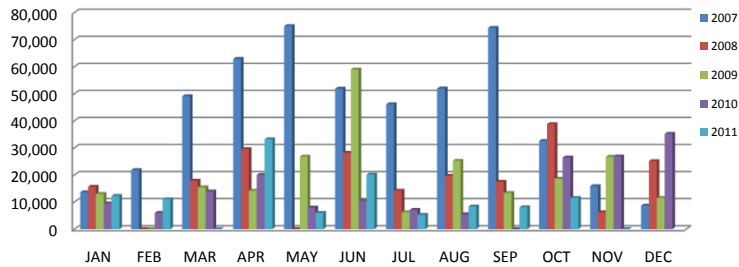
Vacant Land



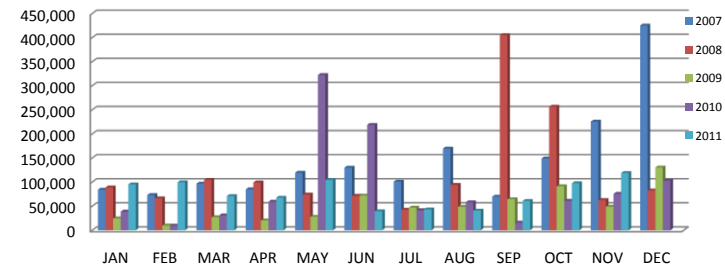
Single Family



Townhomes



Condos



MEMORANDUM

TO: Town Council

FROM: Mark Truckey, Assistant Director of Community Development

SUBJECT: Density for Valley Brook Housing

JUMBP Policy Direction

As the Council will recall from the Joint Upper Blue Master Plan (JUBMP) update discussions earlier this year, a key issue addressed was density for affordable housing. The 1997 JUBMP contained a policy that essentially exempted deed restricted affordable housing projects from density requirements, as an incentive to encourage more affordable housing in the community. The 2011 JUBMP update recognized that affordable housing was still a high priority goal, but that there were impacts to the community from adding the housing density on top of the density already zoned in the basin. As a result, the 2011 JUBMP contains policies that address this issue and attempt to mitigate the impacts of new affordable housing development. The Council addressed this issue at numerous meetings, finally agreeing to a policy that for every four units of affordable housing constructed, one development right would be transferred from Town-owned property to partly mitigate the impacts of the new density. The JUMBP policy is listed below, with the Breckenridge provisions highlighted:

Policy/Action 2. The impacts of new affordable workforce housing on the overall density and activity levels within the Basin should be mitigated by permanently extinguishing density on County and/or Town of Breckenridge-owned properties. Recommended guidelines or goals for each jurisdiction to take into consideration when evaluating implementation of this policy are as follows:

- The County should strive to permanently extinguish density on County-owned properties at a minimum 1:2 ratio (i.e., extinguish 1 development right for every 2 affordable workforce housing units permitted to be built).*
- When new affordable workforce housing units are developed, the Town of Breckenridge should transfer density it owns to the affordable workforce housing site at a 1:4 ratio (i.e., transfer one development right for every four affordable workforce housing units permitted to be built).*
- This policy of extinguishing density to offset the impacts of new affordable workforce housing units is not applicable within the Town of Blue River.*

The Valley Brook affordable housing project, which is undergoing the last phase of construction, is the first project to be subject to the new JUBMP policy. A total of 41 deed-restricted affordable housing units are being developed at Valley Brook. At the 1:4 ratio, this means 10.25 units should be transferred to the project.

Pool of Town-Owned Density

The Town owns a number of properties that provide a relatively large pool of density that can be used to supply the units for Valley Brook and other future affordable housing projects. These properties include parking lots, vacant parcels, and properties with structures but additional unbuilt density. The attached table “Town Owned Remaining Density Within Town Boundaries” highlights the locations and amount of density the Town owns. In order to simplify the table, the table focuses on properties with one or more development rights remaining on it. The Town owns other properties with less density than this and also owns many open space parcels. These parcels have not been included in the table.

The table includes, where applicable, the allowed density quantified in two ways: commercial and residential equivalent units. This is because the Land Use District allows either type of use. Thus, if development was proposed, the developer would have to choose between the commercial or residential number, or some combination, but could not lay claim to both numbers. For purposes of TDRs for affordable housing, staff recommends that the residential number should be used.

The action required to consummate a TDR will be a deed restriction/restrictive covenant extinguishing density off a Town-owned property and transferring it to an affordable housing site. Staff requests Council direction on which Town-owned properties make most sense to eliminate density on first. Staff has outlined some potential scenarios below.

Scenario 1: Extinguish 10.25 units off “Other Town Properties”

The attached table includes a list of other parcels on which density could be extinguished. Some good property candidates include:

- Iowa Hill lots 1 and 3 (38.35 existing units zoned)
- Edwin Carter Property (12.5 units zoned and not recommended to be built on the site to preserve its historic integrity)
- Carter Park (16.8 units remain zoned on property)

Numerous other town-owned lots included on the list could also be combined to extinguish the 10.25 units necessary for Valley Brook.

Scenario 2: Extinguish 10.25 units off a Town parking lot

The attached table includes a list of Town parking lots and density zoned on each of these lots.

Code Amendments and Deed Restrictions

In order to implement the density transfers for affordable housing, a couple formal steps would be required. First, staff recommends that a code amendment be initiated to the Development Code to allow for TDRs from Town properties to deed restricted affordable housing sites. The current Code (section 9-1-17-12, Transfer of Density) only authorizes town-to-town TDRs per approval of a

development agreement or master plan. A minor addition to the section could authorize TDRs to affordable housing sites. Staff has also identified a couple other minor Code changes that would make improve the TDR section of the Code.

Secondly, a permanent restriction (e.g., restrictive covenant) would need to be placed on the sending TDR property, eliminating the 10.25 units from the property. This would require Council action by resolution to enact the deed restriction. Once directed by Council, staff will initiate work on these steps.

Questions for Council

1. Which Town-owned properties would Council like staff to use to transfer density to the Valley Brook housing site?
2. Is the Council comfortable with staff moving forward with the code amendment and deed restrictions as discussed above?

Town Owned Remaining Density Within Town Boundaries (12/7/11)

LOCATION	LEGAL DESCRIPTION	PPI NUMBER	ACRES	BUILT (Y/N)	LUD	Commercial SFES Remaining	Residential SFES remaining	COMMENTS
<i>Parking Lots</i>								
Ice Rink	Blk 2 Rodeo Grounds Sub	2371-0610-05-002	17.17	Y	28	0	189	Park (232 SFES permitted/42 built) per property file--LUD allows residential/lodging
F Lot and Tiger Dredge Lot	Tract F Four Seasons Village Sub #2 (aka pt of Lot 85)	2211-3133-10-004	6.51	N	13	32	145	Based on Property file, 21,000 sq. ft subtracted from commercial for Riverwalk Center
Wellington Lot	Lot 71,72,73,74 Bartlett and Shock Sub	2211-3132-08-006	0.45	N	19	19	9	Wellington Parking Lot - Commercial SFES
Courthouse Lot	Lot 37 Bartlett and Shock Sub w 1/2 Lot 37 and 39	2211-3131-19-003	0.14	N	18.2	6	3	Courthouse Parking Lot-Town half
East Sawmill Lot	Lot 2a, 2b Sawmill Station Square Sub #3 Amended and Shock Sub 86-90	2211-3132-07-005	1.18	N	19	51	23.6	East Sawmill Parking Lot
Ice House Lot	Lot 106 - 113 and 118, 119 Bartlett and Shock sub lka part Lot 106	2211-3133-01-004	0.92	N	19	37	15.4	Ice House Parking lot and alley to Blue River plaza
Exchange Parking Lot	Lot 23 Bartlett and Shock Sub plus Lot 3 Blk 12 Abbetts lka Lots 24 and 24a also Lots 1 and 2 Addition a resub of Lots 23 and 24 Bartlett and Shock plus Lots 1-4 Blk 12 abbetts addition	2211-3134-08-001	0.46	Y	18.2	20.03	9.2	Exchange Parking structure

LOCATION	LEGAL DESCRIPTION	PPI NUMBER	ACRES	BUILT (Y/N)	LUD	Commercial SFES Remaining	Residential SFES remaining	COMMENTS
Barney Ford Lot	Lot 10-13 Blk 12 Abbetts Addition Sub	2211-3134-09-004	0.27	N	18.2	11.76	5.4	Need to subtract out for Quandary Antiques and Mikolitis buildings
Tonopah Lot	Lot 10, 11, 12, 13, 14, 15, 16 Blk 15 Abbetts Addition Sub	2371-0621-23-001	0.48	N	18.2	20.9	9.6	La Cima/Tonopaha Parking lot
Klack Placer parking lot	Lot 9-16 Blk 7 Abbetts Addition Sub	2371-0621-31-001	0.57	N	17	0	6.27	
Other Town Properties								
Iowa Hill Lots 1 and 3	Iowa Hill Lots 1 and 3		36.13	N	1 and 31	38.35	0	Density per annexation agreement, adjusted according to LU-31 rezoning.
Riverfront area adjacent to F Lot	Pt of Lot 39 Four Seasons Village Sub #2	2371-0622-03-002	0.72	N	23	8.79	26.3	Allows both residential and commercial numbers to be used.
McCain Property	McCain (Mining Claim)	2211-1920-00-007	54.00	N	43	2.7	0	
Pinewood Village	Lot 5 Blk 1 Parkway Center Sub Amended #1	2211-3120-02-004	4.10	Y	9.2	0	34	76 SFES allowed, 42 used for Pinewood Village (74 units)
Edwin Carter Property	Tract B Abbetts Addition Sub Resub Lots 17 and 18 Abbetts Addition unsubdivided	2211-3131-00-016	0.25	N	18.2	10.8	5	vacant
Edwin Carter Museum Property	Tract A Abbetts Addition Sub (Resub Lots 17 and 18 Abbetts Addition Unsubdivided)	2211-3131-00-017	0.40	Y (1890)	18.2	17.4	7.5	10 UPA residential allowed above ground, Carter Museum
Gaymon/BHA Cabin	Lot 5 Snider Addition Resub of Lot 5 and 6	2211-3132-01-003	0.43	Y	11	6.2	5.1	Gaymon Cabin

LOCATION	LEGAL DESCRIPTION	PPI NUMBER	ACRES	BUILT (Y/N)	LUD	Commercial SFES Remaining	Residential SFEs remaining	COMMENTS
Parcels on Blue River near Riverwalk Center and Dredge Pond	In Bartlett and Shock Sub lka a Tract in Bartlett and Shock in Stiles Addition	2211-3133-00-001	1.56	N	19, 20, 23	47.5	30.15	Blue River walkway, river
Parking/Delivery Turnaround behind Bubba Gumps	Mining Claims	2211-3133-00-002	0.22	N	19	9.58	4.4	Parking Lot behind Bubba Gumps
Parking Area Behind Arts District Burro Barn	Lot 28 Bartlett and Shock Sub Lease Purchase Agreement with Town 10/25/01- 1/15/03	2211-3133-01-019	0.05	N	18.2	2.178	1	Arts District undeveloped
Blue River behind Rounds Building	Lot 8 Rounds Sub	2211-3133-23-002	0.15	N	19	6.53	3	Parcel mostly in the river
Blue River plaza (central portion)	Blk 8 Stiles Addition Sub Portion of Lot 8	2211-3133-58-001	0.10	N	19	4.3	2	Blue River Plaza
Property around Main Street Mall	In Main Street Mall Condo #1 aka Lot 8 Blk 6 Stiles	2211-3133-28-007	0.15	N	19	6.53	3	
Property north of Dredge Pond	Parcel B Tiger Dredge Sub	2211-3133-30-001	0.22	N	19	9.58	4.4	
Property north of Dredge Pond	Parcel A Tiger Dredge Sub	2211-3133-30-002	0.18	N	19	7.84	3.6	
Klack Placer and cabin	Mining Claims	2211-3134-00-001	0.59	N	17	25.7	6.49	
Stillson property	Mining Claims	2211-3140-00-004	23.45	N	1	2.345		breckenridge stables density undetermined
Stillson property			14.24	N	15	0.712		LUD indicates preferred location for affordable housing
Carter Park	Mining Claims	2371-0610-00-001	5.74	Y	26	0	16.8	16.8 SFE's undeveloped on this site per property file, Carter Park

LOCATION	LEGAL DESCRIPTION	PPI NUMBER	ACRES	BUILT (Y/N)	LUD	Commercial SFES Remaining	Residential SFEs remaining	COMMENTS
F&D Placer/BOEC	Mining Claims	2373-0110-00-001	38.43	N	1	0	3.843	Existing BOEC building on property has not been subtracted out of density
TOTAL						404.725	572.053	

Memorandum

TO: Town Council

FROM: Tom Daugherty, Public Works Director

DATE: December 8, 2011

RE: 103 South Harris Building Uses

As discussed at the budget retreat, the Council wanted to further discuss what other options there are for the Harris Street building besides Town Hall. Below is a recap of the information on the building with a list of uses that have been raised in the past from various sources, including the public, and a brief discussion on those uses.

Harris Street Building

The building is approximately 27,000 sf and is currently configured into classrooms and some offices on multiple levels. Currently, a portion of the space is leased by various businesses and entities. The CMC leases space for a dance studio, photography lab and ceramics studio which is approximately 4,000 sf and our commitment to the CMC extends through the end of 2019. A dance school and a yoga instructor lease space for their classes which is approximately 1,250 sf. The Speakeasy Theater also leases the lower level which is approximately 3,600 sf. The Council has also committed to a one year lease with a private school (Peaks School) which is the top level in the front of the building and is approximately 3,400 sf. The only long term lease is the CMC. All other leases are on a year to year basis. Most of the leased areas, except the ceramics studio, do not occupy their space full time and could have more than one purpose.

The Council has discussed the use of this building previously and one of the basic ideas discussed was that the Town is the best steward of the building. As long as the Town keeps this building it will have to maintain it and will result in a large expenditure to remodel to the selected use and maintain the historical integrity. If the Town Hall remains at the Ski Hill site, that building will have to be maintained as well and cannot be sold

Potential Uses for Harris Street Building

Town Hall - The Town has looked at using this building for Town Hall and that would require approximately 20,000 sf of the building. A preliminary fitting exercise was conducted which showed that the Town Hall use would fit in the building and could be accommodated. The next step to put Town Hall in this building will require an Architect to program the site and begin designing the space. This would include identifying the location for staff departments as well as excess space. This option does not fully utilize the total space and could accommodate other uses and tenants. The Council has previously discussed this option and the consensus seemed to be that this was the best use of the building because it would be an institutional use, remain in the Town's control and address any future Town Hall growth needs.

Attainable Housing – This option would consist of remodeling the building into housing units. This could be done by a private developer, the Town or some type of partnership. This idea was rejected by the previous Council because the Town would potentially lose ownership of the building and not be able to control the care and upkeep of the building. Even a rental type development raised concerns about the wear and tear on the building, the impact to the surrounding neighborhood. This type of use would also remove the public parking.

Speakeasy Theater – The Council and public have expressed a desire to continue the Speakeasy Theater in the building. This is another space that logically would be some dual purpose since the theater is only used during limited hours and times of the year and is a large space.

Non-profit office space – This option would be similar to the use of the building as a Town Hall. This is a very large building that would be enough space to accommodate non-profit organizations and several non-profits have expressed interest. The ability to pay rent and how the non-profit supports the Town government may be a consideration for this use.

Library/County offices – This use was explored early on and the County has determined that they are not interested in this space as a library or extra office space. They are dealing with their space needs on their own properties.

Art Functions – The current uses in the building are arts related such as ceramics, theater, dance, etc. These, or some variations of these that complement the arts district, are possible uses of the space. Since most of these uses are part time, they would probably not be the primary use and could be done in conjunction with other uses.

Public Parking – One of the benefits the Town received when they bought the property was an additional reservoir of public parking. There is a strong desire to maintain at least part of the parking for the public.

Historical Display – One of the suggestions was for a small space within the building for some type of historical display to showcase the Town's commitment to historical preservation.

Childcare – This uses was recently identified to staff as a possible consideration. The support the Town has given childcare and how it has been developed, it is thought that this use could be on a small scale and maybe temporary.

Community Building – This use has been brought up but staff has not heard what this would entail beyond some of the uses noted above, particularly given the other Town facilities that the Town has developed and owns that offer community activities such as the Riverwalk Center and Recreation Center.

The existing Town Hall is approximately 18,000 sf and has been identified as lacking storage space, conference space and no room for growth.

Existing Town Hall

The existing Town Hall is approximately 18,000 sf and has been identified as lacking storage space, parking and conference space. The efficiency of the building is poor due to the additions and there is no room for growth as a Town Hall.

Potential Uses for Existing Town Hall

Sell – This building could be sold and redeveloped in the private market. This could be done in conjunction with other Town owned properties in the area or by itself. The Town will not have any future use of the building and would not need to be maintained if sold.

Non Profit office space – Similar to how the Harris Street Building could be used, this could be leased to non-profits and the same considerations as stated above apply to this building.



To: Mayor and Town Council Members
Cc: Town Manager and Assistant Town Manager
From: Director of Communications
Date: December 7, 2011 (*for December 13 meeting*)
RE: Breckenridge Marketing Advisory Committee Interviews

Background

Town Council formed the Breckenridge Marketing Advisory Committee (BMAC) last September by interviewing and choosing six community members to serve. For this first year only, three of the terms were for one year, as drawn randomly from the selected members. This past September, Council agreed to change the terms to run on a calendar year (from January to December).

A call for letters of interest was advertised in the Summit Daily News, as well as via the Town's website, Facebook pages and Twitter account. Following this memo are the letters of interest received by the deadline of Wed., December 7 at 12 p.m. for interviews during the Work Session. Appointments are scheduled to take place during your evening meeting.

As reminders:

The purpose of the Breckenridge Marketing Advisory Committee (BMAC) is to advise Town Council on best practices that will maximize the effectiveness and efficiency of all tourism marketing investments made with town marketing funds.

Applicants must be an elector or a BOLT holder within the Town and have previous marketing experience. The overall composition shall be as follows:

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

The three community members serving through December 2012 are: Bruce Horii (lodging), Peyton Rogers (lodging) and Dick Sosville (at-large); Mike Dudick is the TC representative.

Applicants:

David Abraham (lodging)
Toby Babich (lodging)
Dick Carleton (restaurant/retail)
John Cronin (at-large)
Janice Kurbjun (at-large)
Stacy Sanchez (restaurant/retail)
Mike Schilling (lodging)



Nikki Arcieri
Town Manager's Office
PO Box 168
Breckenridge, CO 80424
nikkia@townofbreckenridge.com

Nikki,

I am submitting my letter of interest in serving on the Breckenridge Marketing Advisory Committee. My experience relating to marketing is as follows:

- Twenty years in the hospitality industry, most of that time in destination resorts
- Leadership positions in hotels and resorts in the following destinations: Florida, Barbados, Mexico, Bermuda, England, Pennsylvania, New Hampshire, St Lucia, Bahamas and Colorado
- Currently responsible for the oversight of seven separate hospitality operations in Breckenridge encompassing 600+ rooms/units, this responsibility includes marketing the properties nationally and internationally
- Served on advisory board for Marketing Manchester(UK), an organization responsible for national and international marketing campaigns
- Served on board for the Bermuda Hotel Association
- Served on board for New Hampshire Lodging and Restaurant Association

Local affiliations are as follows:

- Presently serving on Boards of Village at Breckenridge HOA, One Ski Hill Place HOA and Breckenridge Mountain Masters Association
- Member of the Summit Giving Council(VRI ECHO)

I believe my extensive national and international hospitality experience as well as my current responsibility managing a diverse portfolio of hospitality operations in Breckenridge would be a benefit to BMAC.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Abraham', written over a horizontal line.

David G. Abraham, CHA
Vice President
Breckenridge Hospitality



100 S. Main st. / Box 1778
Breckenridge, CO 80424
800-765-0727 ph.
800-465-8212 fax
www.RMLodging.com

To: Breckenridge Town Council

From: Toby Babich, Owner of Resort Managers

RE: Intent continue service on Breckenridge Marketing Advisory Committee

Ladies and Gentlemen of the Council,

I would like to thank you for the opportunity to serve Breckenridge as one of the initial members of BMAC. The opportunity to participate in the creation of this entity has been a deeply rewarding and cherished endeavor I am proud to have been a part of.

Much of the first year of service on BMAC was devoted to history of Breckenridge marketing, workshops, formation of the group, and defining roles and responsibilities. During our November BMAC meeting all the efforts of over a year's work culminated with a very productive joint meeting with the BRC board of directors, at which, we collectively defined our roles and responsibilities and left the table with a clear picture of how we will move forward both individually and jointly.

It is my desire to continue my service to the Town as BMAC moves forward from its infancy, and develops into an effective and streamlined committee. Our initial year as BMAC was a whirlwind of wonderful development, and I desire to serve on our newly defined and functioning BMAC. I feel as though the task I volunteered to perform has just begun and I would like to fulfill my commitment to BMAC and the Town of Breckenridge.

I take my role as a Breckenridge business, lodging, and town advocate very seriously and represent those functions with dedication, responsibility, and passion. I am requesting a second term as the small lodging representative.

Below is a condensed list of my business experience and qualifications for the position.

Thank You,

Toby Babich

Toby Babich
President of Resort Managers

Local service on boards, committees

- BMAC
- Timberline Learning Center- Board of Directors
 - Fundraising and marketing committee chair
- Breckenridge Lodging Association- Board of Directors
- Breckenridge Central Reservations- Board of Directors

List of Memberships and Certifications, and licenses

- Member- National Association of Realtors (NAR), Louisiana Association of Realtors (LAR), Baton Rouge Association of Realtors (GBRAR)
- Member- Community Associations Institute (CAI)
- Member- National Board of Certified Community Association Managers (NBC-CAM)
- Member- Vacation Rental Managers Association (VRMA)
- Certification- Certified Manager of Community Association (CMCA)
- Certification- Resort and Second Home Property Specialist (RSPS)
- License- Real Estate License, Colorado
- License- Real Estate License, Louisiana

Executive Business Experience

- 2004- current- Broker/Owner of Realty Executives Integrity First.
Residential/commercial/corporate real estate brokerage on Baton Rouge, LA.
 - Residential and commercial real estate sales and leasing
 - Corporate sales, REO portfolio manager
 - Local, regional, and internet marketing
- 2008- current- Owner of Resort Managers in Breckenridge, CO.
 - Short term Rental Management
 - Property Management
 - Local, regional, nationwide, and international Online marketing



STORM ENTERPRISES
A FAMILY OF RESTAURANTS



600 S Park Avenue
Breckenridge, Co 80424
970.453.2071

December 6th, 2011

Mayor Warner
Town Council
Town of Breckenridge

Dear Mayor Warner:

I am submitting my name to be considered for a seat on the Town of Breckenridge Marketing Advisory Committee. I have served for the past year on BMAC and feel I have worked well with the group and contributed to the baseline work necessary to have an effective Advisory Committee to Town Council. I think we are in a place where we can be effective and would like to serve another term to do the work necessary to keep our Town businesses healthy and tax revenues growing. I am an elector of Breckenridge and currently hold three BOLT licenses. I have owned and operated restaurants and a catering company in the Town of Breckenridge since 1981. I also have a Marketing degree from Virginia Tech. Please refer to the attached resume to review my credentials for this seat.

Sincerely,

Dick Carleton
Managing Partner
Storm Restaurants, Inc.

HEARTHSTONE
restaurant

130 s ridge street
breckenridge, co 80424
970.453.1148

DICK CARLETON / MANAGING PARTNER
208 S. MAIN ST. / P.O. BOX 1613 / BRECKENRIDGE, CO 80424
970.453.1023(P) / 970.453.2874(F)
WWW.STORMRESTAURANTS.COM / DICK@STORMRESTAURANTS.COM

RICHARD MORGAN CARLETON

PO Box 7984 / Breckenridge, Colorado 80424
970.453.0524 home / 970.453.1023 office

WORK EXPERIENCE

Storm Restaurants, Inc.

1981 - Present, Managing Partner

Currently operating two award winning restaurants:

Mi Casa Mexican Restaurant & Cantina Breckenridge, established 1981

Hearthstone Restaurant Breckenridge, established 1989

Hearthstone Catering Summit, Eagle and Park Counties 1992-2010

Mi Casa Mexican Restaurant & Cantina Keystone 1997-2003

Dick & Jane Enterprises, Inc.

1989 - Present, Managing Partner

Real Estate Management & Development in Summit County, Colorado

Mountain View Plaza Management, LLC (Joint Venture with East West Partners)

1998 - 2005, Manager

Real Estate Management & Development in Keystone, Colorado

EDUCATION

St. Christopher's High School - Richmond, Virginia

Graduated 1975

Virginia Tech - Blacksburg, Virginia

B.S. Business Management/Marketing, graduated 1979

ServSafe & BarCode Certified

Management, Leadership and Continuing Education Programs through Colorado Restaurant Association, National Restaurant Association, Culinary Institute of America and Other Trade Seminars

AWARDS & ACHIEVEMENTS

Honorary Board Member Breckenridge Outdoor Education Center

National Restaurant Association Restaurant Good Neighbor Award, State Winner

The Governor's DUI Task Force Local Hero Award

Summit Foundation Outstanding Business First Annual Philanthropy Day

Summit Foundation Outstanding Board Member of the Year

Breckenridge Resort Chamber Business Leader of the Year

Breckenridge Resort Chamber Business of the Year

Breckenridge Resort Chamber Best Employer Award

Friends Welcome Business of the Year

BOARD SERVICE / COMMUNITY COMMITTEES

1987 - 1994 Breckenridge Outdoor Education Center (President 1989 - 1990)

1992 - 2000 Topsy Taxi (President 1997 - 2000)

1997 - 2007 Summit Foundation

2009 - 2011 Breckenridge Ski Resort, US Forest Service, Town of Breckenridge Peak 6 Social Issues Task Force

2010 - Present Town of Breckenridge Marketing Advisory Committee

2010 - Present Summit Youth Hockey

2002 - Present Town of Breckenridge Police Advisory Committee

1996 - Present Breckenridge Chapter of The Colorado Restaurant Association, Treasurer

Numerous Homeowner's Boards

Personal References Available Upon Request

Town of Breckenridge
Attn: Kim DiLallo
PO Box 168
Breckenridge, CO 80424

Re: Marketing Advisory Committee

Dear Kim:

I wanted to write to express interest in one of the at large seats within the Marketing Advisory Committee. I have an absolute passion for the town of Breckenridge as well as business and marketing. I believe that based upon my career within marketing and media as well as my history within the town as a tourist (1993-5) weekend visitor (1996-2003), part-time homeowner(2004-2006, 2008), full time homeowner (2009-present @ 537 Moonstone Rd), Breckenridge Resort Chamber member as well as licensed business owner of Beetle Blockers, LLC that I would be an excellent addition to the committee.

I am not sure where to start as it relates to my career...do I start with the fact that I built my whole career on my passions in life or that one of my most recent corporate roles was as the Regional Director for Plum TV (think RSN/Outside Channel) with stations in Aspen, Telluride, Vail, and Sun Valley, ID. I have worked in and owned multiple companies that all lend credible experiences that will benefit the committee in charge of the strategic direction relating to Breckenridge. Below you will find a basic resume over the past 15+ years:

Board Member
Saugatuck Media (JingRing Mobile Advertising Platform)
June 2010 – Present

CEO
BTP Media
May 2010 – Present

President/Founder
Beetle Blockers, LLC
April 2010 – Present

Regional Director
Plum TV
October 2009 – May 2010

General Manager
CBS Collegiate Sports Properties
July 2007 – November 2009

Senior Vice President
Score! Marketing Group
December 2005 – December 2006

Partner
Forge Sponsorship Consulting
April 2004 – December 2005

Americas Sponsorship Manager (VP)
BP Lubricants USA Inc
April 2002 – April 2004

Managing Director
Strategic Marketing Solutions
December 1999 – April 2002

Event & Program Manager
USA Cycling - (NORBA)
January 1997 – December 1999

Events / Golf Manager
Polo Ralph Lauren
June 1992 – January 1994

My whole career has had a focus on sales and marketing within sports, and media. Having managed global budgets of roughly \$30M all the way down to focusing on entrepreneurial efforts such as Beetle Blockers which is dedicated to the safe, and environmental protection of our trees and forests, I know that I would provide significant value and experience to the committee, Town Council, business owners, and our residents. My major focus will be to maintain and grow the equity of the “brand” of Breckenridge while making recommendations that have a focus on economic vitality.

In terms of my personal background on boards: I have served as VP and President of a HOA in the past as well as served on sponsorship committees for a pre-school in Colorado Springs. My wife and I recently joined the PTSA for Breckenridge Elementary and intend to get more involved with the Little Red Schoolhouse, Team Summit, and volunteer for the BRC.

I am excited about the opportunity to join the Marketing Advisory Committee and I look forward to meeting you.

Sincerely,

John Cronin

JANICE K. KURBJUN
P.O. Box 130 | Frisco, CO
610-420-0874 | jkurbjun@summitdaily.com

Re: Breckenridge Marketing Advisory Committee
Attn: Nikki Arcieri

It's the story of many: Falling in love with Summit County for all its intricacies and intimacies.

One key component of Summit County is Breckenridge, which is likely every visitor's first love when it comes to falling for Summit County. I still remember bouncing my way through Horseshoe Bowl's seemingly perfect bumps on one family vacation. Now, I live at the north end of Breckenridge, in the French Creek neighborhood.

Upon graduation from the University of Virginia with a BA in Media Studies in hand, which included coursework in marketing technique and psychology, I sent my application to the Summit Daily News to serve as sports editor, figuring I'd build my career in the media and marketing world as I lived on in the mountain community.

After a diversion to Wyoming to truly give my career a kick-start, I'm living my post-graduate dream, contributing to the community of which I sought to be a part upon graduation.

Seeing the opening for the at-large member for the Breckenridge Marketing Advisory Committee, I envision another way to bring my skills to the table to further benefit my adopted community.

During college, I interned at Dave Matthews Band's record label in Charlottesville, VA — ATO Records — and the associated marketing and management agency, Red Light Management. I also served as Events and Marketing Intern at Ash Lawn Opera Festival, a renowned music event in Virginia.

My more recent experience includes a variety of volunteer forays into the marketing world, not including my paid work as a writer on many different topics. I served as events chair for the Rawlins Main Street Young Professionals, a networking group I founded in Rawlins, Wyo. I also uncovered the need among friends for a group of writers to critique writing and story ideas, so established and marketed Write On!, a writing group in Wayne, Penn. As president of my college water polo team, I handled outreach and made decisions for how best to attract players — and create the ideal team through coaching.

I look forward to applying these skills, as well my youthful but professional perspective, to the marketing decisions of the Town of Breckenridge.

Sincerely,

Janice Kurbjun

Hi,

I am writing to put my name in the hat for the marketing committee. Creative Flowers Inc | Petal and Bean has been a BOLT license holder since 1994. Realizing that blogging, websites, and social media is a big factor in future marketing efforts, I believe the TOB could greatly benefit from specialized knowledge in internet marketing best practices, current trends and other pertinent information.

According to the Nielsen Report, "23% of online activities include blogs and social networks" and I believe that someone with experience in these fields is going to be a strong contribution towards the town's future efforts.

I currently get over 6000 page views on our blog, have 570 followers on Facebook, over 3,700 on Twitter and have recently launched a niche site for weddings and event planning for the Breckenridge area, as none existed.

I have the ability to spot and create localized online products that will greatly assist the town's current and long term goals for marketing our mountain community effectively using today's technology.

If you would like to see any of my work, please click on the links and icons in our signature below.
Thanks for the consideration.

Stacy Sanchez
970-547-2936 cell

Dina and Stacy Sanchez

Creative Flowers Inc // Petal and Bean | Summit Mountain Weddings

970 547 0018 / 800 213 4425

Michael Schilling
P.O Box 2576
Breckenridge, CO 80424
(970) 389-1896
michaels@valdoro.com

November 9, 2011

Ms. Nikki Arcieri
Town Manager's Office
Via Email to: nikkia@townofbreckenridge.com

RE: Breckenridge Marketing Advisory Committee

Dear Ms. Arcieri,

I am writing to express my interest and qualifications for joining the Breckenridge Marketing Advisory Committee (BMAC).

I am the president of Valdoro Development, LLC. Valdoro is a BOLT holder and the parent of two other companies operating in town. Over the years, Valdoro has been a timeshare development, sales and marketing organization that subsequently transitioned into a rental management/lodging company, while continuing small real estate sales and financial servicing businesses.

During our run as a timeshare development, sales and marketing company, the organization operated an inbound/outbound call room employing over 80 reservation councilors. We ran marketing campaigns in all the major Colorado feeder-markets; utilizing everything from cold telemarketing, referral/repeat guests, print media, online campaigns, tradeshow and events marketing strategies. These days, we work hard to market our property, The Valdoro Mountain Lodge, not only as a timeshare, but also as a traditional rental/lodging option for visitors to Breckenridge.

In addition to doing business in Breckenridge, Valdoro owns and manages a small hotel in Aspen, Colorado. Operating in Aspen provides a first-hand perspective of how another vacation destination markets itself, and the value of certain strategies.

In terms of community involvement and previous board experience, I am the co-chair of the Breckenridge Local Organizing Committee (LOC) for the USA Pro Cycling Challenge (USPCC). In addition to the relevant branding and marketing experience this position affords me, it provides an insight to the inner workings of the town and its main marketing arm, the Breckenridge Resort Chamber (BRC). I have experienced some of the competing priorities, challenges, and opportunities facing the marketing of Breckenridge. Such experiences will enhance my effectiveness as a committee member.

In addition to my position with the LOC, I currently sit on the Sheriff's Advisory Council, am the President of the Valdoro Owners Association, and have been a past board member of the Summit-Lake Dillon Optimist Club.

Once appointed to the BMAC, I would champion the seeking out of world-class events for the town to consider hosting. I believe in building the Breckenridge brand, worldwide. Traditional marketing channels are great for driving near term business, but nothing builds a legitimate and lasting reputation like hosting relevant, first-class, televised events such as the X-Games, USPCC, World Cup Ski Races, Professional Golf Tournaments, etc.

While fostering a high-end event focus, I would like to continue and build on the marketing message of Breckenridge being a real town. This past fall I took a road trip all over the western United States and, once again, was reminded that Breckenridge is one of a kind. Our setting, charm, architecture, and lack of chain retail stores make us truly unique. This is an image and story that we need to continue to embrace, cultivate, and tell to the world.

Finally, I would take a particular interest in the accountability and execution of marketing programs. I would work to insure that the BRC, the Town, and any other entity involved in the marketing of Breckenridge are pulling in the same direction, as effectively as possible. When strategies and dollars are deployed, leadership and execution are crucial.

A quick side note, it is possible that some may feel that since the LOC receives BMAC's blessing for funding, my being on BMAC could present a conflict. My understanding is that the 2012 USPCC funding has already been approved. As such, no conflict will arise until 2013 or beyond. Such a conflict, if in fact one exists, can be easily mitigated.

Given the spectrum of lines of business and activities Valdoro and I are engaged in, I believe I qualify for either the Lodging or At-Large positions that are currently available. I will bring leadership, ideas, energy, and accountability to the Town's marketing efforts.

I thank you for your consideration.

Sincerely,



Mike Schilling

Memorandum

To: Town Council

From: Jennifer Cram, Planner III

Date: 12/07/2011

Re: Public Art Commission Appointments

We currently have 5 vacancies to fill on the Breckenridge Public Art Commission. For the last year, the Commission has had five members, although the Commission bylaws allow for seven members. As we discussed with Council at our joint meeting this summer, we wish to increase the total number of active commissioners back to seven. In addition, three existing commissioners terms have recently expired. We wish to appoint three people for two-year terms and two people for three-year terms to keep terms staggered.

We have received eight letters of interest including three letters from the Commissioners whose terms recently expired. All eight letters of interest are included in your packet for review. Interviews have been scheduled with the five new applicants for Tuesday, December 13th during the worksession. We are also attaching some example questions to assist you with interviews.

Staff and the existing Chair of the Commission will be present during interviews and in the evening for appointments to answer any questions. As always we thank you for your continued support of the public art program.

From: thomas kramer tdkramer3@yahoo.com
Sent: Tuesday, December 6, 2011 4:03 PM
To: Cram, Jennifer
Subject: Breckenridge Public Art Commission Vacancy

I would like to reapply for the Breckenridge Public Art Commission after serving now for three years. Time flies when you are having fun. I am really excited about the future of the Public Art Program and the potential to commission a roundabout piece. I am also looking forward to continuing to be a part of the growing Arts District and assisting with events that keep the programs sustainable. I have also been the president of the Summit County Arts Council (SCAC) for the past two years and see the benefit of collaboration between arts organizations. I hope that I can continue to assist with the collaboration of the Arts District with the SCAC and other local galleries. I am passionate about the arts and our community. I have spent most of my adult life in the art field, both as a business owner and a salesman of artist materials throughout the southwest. I spent much of my extra time finding ways to get artists supplies and other free merchandise from suppliers and warehouses for schools and local events. I am also a painter and have been taking ceramics classes in the Arts District. After completing 3 - 6 week sessions on the wheel, I am still making nut bowls, so I do not plan to quit my day job for ceramics. I would love to continue to be involved with Breckenridge Public Art Commission and Arts District. I understand the time commitment necessary to keep these programs alive and well and have enjoyed being a part of the team. Thank you for your consideration.

Tom Kramer

Lisa Bennison Noll
92 Braddock Court
Breckenridge, CO 80424

Breckenridge Town Council
Via Jenn Cram
jenn@breckgov.com

Dear Town Council Members,

I have been an active commissioner on the Breckenridge Public Arts Commission for the past two years. During that period, I have been very encouraged with the progress that has been made with your support and the support of all the commissioners, Jenn Cram and Friends of the Arts District. I would like very much to continue as a commissioner for another term and focus my efforts on the Tin Shop and fundraising activities.

My relevant background is as follows:

Art

- Graphic design degree—Endicott College
- Breckenridge Theatre Show—December 10th, 2011 with Jenn Cram
- Accepted in the Anderson Ranch Immersive Program—Jan 7-Jan27, 2012
- Painter, metal sculpture and mixed media work.

: Education, Business and Other Board Affiliations

- Bachelor of Business Administration/Finance—Cameron University
- Juris Doctor Degree—University of Kansas School of Law
- Licensed to practice law in the state of Colorado for past 20 years.
- Real estate broker with RE/MAX Properties of the Summit—Breckenridge
- Board Chairman, Colorado Department of Higher Education, Division of Private Occupational Schools. Appointed by two Colorado Governors.
- Board Member, Summit Association of Realtors—Representing Breckenridge. Voted into office by the membership.

Again, I would be honored to serve on the Breckenridge Public Arts Commission for another term. Thank you so much for your consideration.

Best wishes,

Lisa Bennison Noll

Nov 12, 2012

Dear Town Council,

I would like to be considered to serve another term on the Breckenridge Public Arts Commission.

I have worked with my fellow commissioners on the Sculpture on the Blue, the Popsicle Acquisition, fundraising, 2nd Saturday gallery openings, visioning, and the growth of promotion of the arts in Breckenridge.

I have enjoyed serving the arts in this capacity and feel that I can contribute more to BPAC since I now have had experience. Continuity is important as well as having new commissioners.

Thank you.

Sincerely,

Amy Evans

Gene Sosville
Po box 3700
36 Iron Mask
Breckenridge, CO 80424
T 970-547-1740
genedsos@hotmail.com

November 22, 2011
Public Art Commission Applications
C/O Jennifer Cram
Town of Breckenridge
PO Box 168
Breckenridge, CO 8042

Dear Jennifer Cram,

I would like to apply for a position on the Breckenridge Public Art Commission (BPAC). I love Breckenridge's Public Art Collection and the development of the Arts District and I am interested in putting my education and experience to work on the Commission's various projects. Breckenridge is doing a great job providing arts and cultural experiences for residents and visitors and I would like to be part of its expansion.

My art education and work in the arts give me the foundation to be an effective member of this commission. I have a BA in Art from the College of New Rochelle in New Rochelle, NY and taught elementary and junior high art in Dayton, OH. While in Midland, MI, I was Director of the Midland Art Council. In that capacity, I supervised a paid and volunteer staff, I obtained grants, provided studio and art history classes, art exhibitions, gala gallery openings and two annual art fairs. I obtained exhibitions from the Smithsonian, National Geographic and Detroit Institute of Arts and our classes were accredited by Central Michigan University.

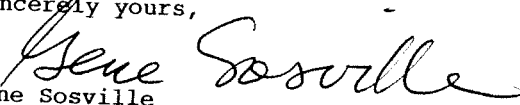
Later, I worked for Design Craftsmen, a design and build firm specializing in museum, National Park and trade show exhibits. We designed and built the exhibits for the new Michigan History Museum. I worked with state historians, architects, engineers, designers, and artists in my role as head researcher and lead copywriter. This project integrated arts, culture, history and government and it was great to see the finished building and see your work as part of it.

As far as town government positions are concerned: I served on the Charter Commission for the town of Southbury, CT and the Zoning Board of Appeals for Woodbury, CT. I enjoyed the workings of small town government and became a reporter for local weekly newspapers. My responsibility was to attend and report on town and commission meetings and talk to town officials in order to give their views on various issues. I like how local governments work to get things done and I would like to be part of the future of Breckenridge.

My other work experience was in real estate in Michigan and Ohio where I was a successful Broker for over twenty years. I have been a member of the National Ski Patrol, served on the Board of Applause! (the fundraising arm of the Breckenridge Music Festival) and a Ski Ambassador for Vail Resorts. I have four sons, six grandchildren and love being retired and getting the chance to be involved in our community and in the arts for which I was trained.

I look forward to hearing from you and interviewing with the Town Council. I am very excited about this opportunity.

Sincerely yours,


Gene Sosville

December 3, 2011

To: Breckenridge Town Council

Gentlepeople:

I am interested in serving on the Breckenridge Public Art Commission. I have lived in Summit County for 22 years. I owned and operated Kristina / Gold Jewelry Design in Breckenridge for 20 years. Summit County, and especially Breckenridge, has given me so much that now I want to give back. Since my retirement I have been volunteering at the South Branch Library, and I am on the Library Foundation Board. I'm very excited about the Town Arts District and the idea of promoting Breckenridge as an arts destination.

Here are some highlights of my arts experience:

From high school through college, I worked in sculptural ceramics. I was a full time ceramics lab assistant at the University of California, San Diego, working with Rhoda Lopez, known for her large wall installations. I was a jewelry designer for 30 years, designing custom jewelry and developing many new pieces each year. Currently, I'm back to my first love, ceramics, working at the town studio and taking CMC classes. Using a computer aided design program, I'm building a plastic whitewater dory. Not a work of art, but beautiful, I think.

I've always been interested in, and moved by, three dimensional art. Some of my favorite mid-century sculptors are Louise Nevelson and Henry Moore. Some favorite post-modernists are Richard Serra, Jeff Koons, and Anthony Gormley. I visit the Denver Art Museum, and and continue to learn through books, magazines, and videos.

I appreciate your consideration and look forward to speaking with you in person.

Kristina Nethaway

Janis Bunchman
Breckenridge, Colorado 80424
December 1, 2011

Breckenridge Town Council
Jennifer Cram –BPAC

Dear Breckenridge Town Council,

I am writing this letter to express my interest in again being on the Breckenridge Public Art Commission. My term expired in 2009 and since then I have been involved with the Breckenridge Art's District. I have helped with several fund raising activities and have taught children's art classes at the Fuqua. I have also been involved in several collaborative art projects with the Heritage Alliance and the Breckenridge Arts District. The most recent project was the design of the Railroad tiles which are now on display at the Railroad Park in Breckenridge.

I was pleased to see that the Commission has two spots open. I would like to be part of the Breckenridge Public Art Commission as it has become a liaison for the Arts District in a collaborative way. I enjoyed the time I was on the commission and it motivated me to become involved with the town and their efforts to support the arts in Breckenridge. Being on the commission also inspired me as an artist to paint and show my own art work. The support the commission gives artists at Backstage Theatre Gallery and being a resident artist at the Tin Shop is a good example of community outreach efforts. The selection process was an education for me and something I would like to be involved in again.

In the last two years I have seen more community involvement in the Art's District as well as the interest in the public art works that we currently have in Breckenridge. Both locals in the community and visitors are becoming more aware of our public art and are interested in tours to view the art and learning the history about each piece. I have helped give informal tours of our collection pieces and the "Sculpture on the Blue" art to Elderhostel groups that have come for the BMF concerts in the summer and also local groups such as the garden club and educational groups.

I feel that expanding the awareness of public art and how it enhances our community is something that I can help with as a member of the commission. I also have seen how involved the commission is with the Art's District's mission to be sustainable. I do think there are more opportunities for collaborative efforts involving the arts with the BRC, CMC and the local galleries. These collaborations could enhance the connection between the community and the Public Arts. I would appreciate the opportunity to be involved with the Breckenridge Public Art Commission and hope you will consider me as a candidate for one of the opening.

Sincerely,
Janis Bunchman

Jenn:

I am interested in applying to serve on the Public Arts Commission. As my service has come to an end on the Upper Blue Planning Commission, I have been looking for some other way to serve the community. I have observed that most of those opportunities in Town governance are restricted to residents of the Town. When I saw the ad for the Art Commission I was pleased to see that I was not foreclosed from that opportunity.

I am of course very interested in the arts community and the Arts District in the Town. As you know, I was involved in the creation of the Tin Shop, and have followed with interest the development of the Arts District. Patty and I have collected art that has attracted us over the years and I have personally specialized in creating metal art which can be seen in its architectural form on many of our building in Town. I would be honored to serve, and believe that my background and interests suit me for that service. I am currently serving as a member of the Heritage Alliance Board, and I feel that there is a commonality of interests between those two groups that would also be served by having a common board member. I am available for the phone interview at 453-6901 or 485 0200, but some notice of when would allow me to schedule around the interview; and I will also be available for the Council interview.

Robin Theobald

Dena Raitman
Art on a Whim
PO Box 1418
100 North Main Street Unit 108/109
Breckenridge, CO 80424

November 21, 2011

Dear Public Art Commission Members and Town Council,

I am interested in obtaining a position on the Breckenridge Public Art Commission.

I have been the owner of the Art on a Whim gallery since we opened in December of 2007. We just expanded our space to make the gallery larger which, in turn, will help infuse the town with more cultural offerings.

Owning an art gallery means you need to be creative and intimately understand all aspects of the art world. I travel the country to discover new innovations in the art world, meet with various artists and learn about new techniques, not only in the art world but also in the marketing and business side of the industry. I speak to people wherever I travel to learn about how their towns incorporate and promote the arts to help boost their tourism industry and support their local economies. I also always make it a point to promote Breckenridge as an art community, as I find that we have a lot to offer our visitors in terms of our public art collection, our arts district and our many galleries.


My son and I, with the help of a couple of other gallery owners in town, started the Second Saturday Gallery Walks. My son and I were also instrumental in making the last Kingdom Days Art Walk a huge success. In addition, we worked hard to bring the gallery owners in town together in order to coordinate our marketing efforts. Now, gallery owners are always picking our brains for more marketing ideas and we have formed the (loosely defined) Breckenridge Gallery Association.

I have an extensive background in art. I taught Art in the classroom for many years before I retired and am firm believer that art helps motivate children and lets their creative side shine. I worked in a gallery when I was younger.

I have the ability to be a positive member on the Public Art Commission and can bring fresh and exciting ideas, as well as my knowledge, to the Commission to help with the existing master plan and how to develop the plan in the future. Being a resident and business owner in Breckenridge for over four years I want to see the town grow and be successful. My goal for Breckenridge is and always will be for Breckenridge to be known as the place to go for art in the High Country.

I appreciate your consideration of my candidacy for a position on the Public Arts Commission.

Sincerely,
Dena Raitman


240-215-5354

Joint Meeting

Breckenridge Town Council and Red White & Blue Fire District

Tuesday, December 13, 2011; 6:15 p.m.

AGENDA

1. EMS Status
2. District Mill Levy
3. Sub-Station/ Peak 7
4. Accreditation
5. Consolidation
6. District Affordable Housing/Child Care needs
7. Fire Mitigation- Any correction to current course
8. Water Service South
9. Future Leadership Plans.



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING
Tuesday, December 13, 2011; 7:30 p.m.
Town Hall Auditorium

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I CALL TO ORDER, ROLL CALL	
II APPROVAL OF MINUTES – November 22, 2011	60
III APPROVAL OF AGENDA	
IV COMMUNICATIONS TO COUNCIL	
A. Special Proclamation	
B. Citizen’s Comment - (Non-Agenda Items ONLY; 3-minute limit please)	
C. BRC Director	
D. Recognition of USA PCC Local Organizing Committee Chairs	
V CONTINUED BUSINESS	
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IX REPORT OF MAYOR AND COUNCILMEMBERS*	
A. CAST/MMC (Mayor Warner)	
B. Breckenridge Open Space Advisory Commission (Mr. Dudick)	

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

- 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

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XII ADJOURNMENT

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, NOVEMBER 22, 2011
PAGE 1**

CALL TO ORDER and ROLL CALL

Mayor Warner called the November 22, 2011 Town Council Meeting to order at 7:32 p.m. The following members answered roll call: Mr. Dudick, Ms. McAtamney, Mr. Bergeron, Mr. Joyce, Mr. Mamula, Mr. Burke and Mayor Warner.

APPROVAL OF MINUTES – November 8, 2011 Regular Meeting

Mayor Warner had one change to the minutes on page 30, second to last paragraph, change the word “purposed” to “proposed”. After that one correction, the minutes were approved as presented.

APPROVAL OF AGENDA

Assistant Town Manager Kate Boniface pointed out that there would be an amended version of the mill levy ordinance for council to consider under Continued Business. There were no other changes to the agenda.

COMMUNICATIONS TO COUNCIL

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

CJ Mueller came to express the importance of the 50th anniversary of the Breckenridge ski area. Mr. Mueller has been talking with Larissa O’Neil at the Breckenridge Heritage Alliance (BHA) about the events associated with the anniversary. He felt that the Pro Cycling Challenge bike race was a fantastic event and hopes he can persuade the council to support this event with the ski area. He also felt that it is important to support and recognize the people who were instrumental in the starting the ski area, such as Sigurd & Trygve. He also suggested that some kind of gift be given out in recognition. Mr. Burke suggested the possibility of recording the event on video. Mayor Warner recognized this tremendous achievement for the ski area.

CONTINUED BUSINESS

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

1. **Council Bill No. 39, Series 2011 – An Ordinance Setting The Mill Levy Within The Town Of Breckenridge For 2012**

Finance Director Brian Waldes explained that the mill levy amount was amended after the work session. The council received updated copies of the ordinance. Mayor Warner explained that an increase in the proposed mill levy rate would have increased property tax revenue; however, now the town will still see a \$660,000 shortfall. Property tax revenues will show \$172,000 less relative to if we would have increased it. The town plans to backfill childcare costs with the excise fund. There will be no change to the mill levy rate.

Mayor Warner opened the public hearing.

Cara Camping thanked council for not increasing the mill levy rate. She wanted to voice her opinion on the amount of money being appropriated toward childcare. She felt that there was a lot of money being favored towards childcare and believes it is discriminatory and that the funds could be put towards other areas such as clearing snow and ice from places around Breckenridge. Mayor Warner explained the town’s commitment to childcare and that the town values our workforce and provides them with this support system. Ms. McAtamney gave a brief explanation as to the recent history of childcare in Breckenridge. Mr. Burke felt that there were two separate issues – the mill levy and childcare. Mayor Warner thanked Ms. Camping for her comments.

Dave Nelson thanked council for not increasing the mill levy rate. He mentioned that our foreclosure rate is currently very high and is spreading to the deed restricted units within Summit County. Property tax remains a burden to owning and operating a house. Mr. Nelson agreed with the previous speaker, Ms. Camping. He restated that good quality childcare is important but feels it should be the responsibility of the parent. Mr. Nelson encouraged council to take a look at the affordable housing issue, stating that we have a 2007 solution, but it doesn’t translate into a solution for 2011. Mr. Nelson felt concern for people who have purchased any type of affordable housing because their values are presently declining. Mr. Nelson thanked the council and felt that they made the correct decision regarding the mill levy.

With no further comments, Mayor Warner closed the public hearing and invited comments from council. Mr. Bergeron felt that childcare and affordable housing keeps the town from being a typical resort community. Mayor Warner agreed with Mr. Bergeron’s comment. Currently, Breckenridge has 47% of the workforce who live in this end of the county; Aspen is at 17%; Vail is 22%; Telluride is 23%; Park City is 25%. Mayor Warner recognizes that there is a standard of service that we need to apply.

Mr. Dudick moved to approve Council Bill No. 39, Series 2011 in the amended form handed out after the work session. Mr. Bergeron seconded the motion. The motion passed 6-1 with Mr. Joyce voting in opposition.

NEW BUSINESS

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

1. **Council Bill No. 40, Series 2011 – An Ordinance Concerning Cooking Grease, Trash Dumpsters, and Trash Compactors**

Assistant Public Works Director James Phelps explained that this ordinance is a housekeeping measure to clean up some of the language regarding the use of town property and dumpster enclosures for grease storage. The ordinance states that restaurants are now responsible for their own grease. This will allow the town to pursue their own options for storing, composting, or recycling. Mr. Burke stated that he doesn’t support the ordinance because he’s not sure who will enforce it through the local restaurants. Mr. Mamula stated that he will vote for it, but will be thinking about other aspects of it, adding that he lets the town use part of his property for the storage of grease. Several council members complimented Dara Lor of Summit Greasecycling on the excellent job that he does at removing the grease.

Mr. Bergeron moved to approve Council Bill No. 40, Series 2011. Ms. McAtamney seconded the motion. The motion passed 5-2 with Mr. Burke and Ms. McAtamney voting in opposition.

B. **RESOLUTIONS, SERIES 2011**

1. **A Resolution Adopting the 2012 Budget – (PUBLIC HEARING)**

Ms. Boniface explained that staff begins the budget process in June of every year. Council and staff consider many things while preparing the budget, such as the goals of the council, Vision Plan, Sustainable Breckenridge, our current economic situation, and budget reset. The council has a lot of involvement during the retreat which includes taking public comments and continuing to be sensitive to the needs of the community. The spending level that the town is proposing will be the same as 2011. Levels for Sales and Accommodation tax will remain the same. The town always strives to deliver a high-quality experience to our guests. The town will continue with the permanent expense reductions of \$1.1 million that we started with in 2009 and another \$800,000 in temporary reductions. The fund balance is healthy and we are very happy about that situation. It is a bit of a luxury to have a good fund balance which enabled the town to host the Pro Cycling Challenge race as

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, NOVEMBER 22, 2011
PAGE 2**

well as repair an unexpected bridge wash-out on Coyne Valley Road this past year. Additional capital improve projects are scheduled for 2012, such as resurfacing, concrete repair, continuation of the Main Street Improvement project, a use study of the Riverwalk Center, restoration of the Robert White House, and the town's water pump-back project. We continue to have expense reductions in our operating budget. The golf fund is down in revenues due to the weather during the summer. Most of our revenues are from sales tax rather than property tax. Staff changes and a reduction in hours of operation occurred at the Recreation Center during the last year. Savings through our various solar locations will continue through 2012. The town will be looking at restoring transit services earlier in month of November because of good management decisions and public need. Subsidies have gone down for the riverwalk center, recreation center, ice rink, and nordic center. Overall, it wasn't about reductions but about being more creative. Council has made some very difficult decisions over the past few years and the current council members have prepared well with very nice foresight.

Mayor Warner summarized the general ideas from the work session into one question - how does the council feel about the town's level of services? He restated the importance of not having any cuts in service in the commercial core of Breckenridge. However, the further away from the core, the area might not see the same level of winter services. Currently, there were five members who felt that the town should hold at no increase in services and expenses. Mr. Dudick and Mr. Burke disagreed. Mr. Dudick felt that the town has a high reserve of monies available to use, stating that the town has shied away from dipping into this general fund in the past few years and that the town continues to operate in the black. Mr. Burke felt the town should spread the money around in other ways. Mr. Mamula was glad that the town is doing well and likes where the Town of Breckenridge is at. Mr. Joyce shared similar views with Mr. Mamula and felt that some of the things the town is saving for have a great sense of purpose to them.

Mayor Warner opened the public hearing.

John Quigley, Shock Hill Accommodations thanked the Mayor for meeting with him earlier which caused him to go back and do some research on town services. Mr. Quigley felt that town should provide basic services to all area residences and felt that many sidewalks have been abandoned, including his property location in Shock Hill. He also stated that the council should enforce an ordinance "uniformly", rather than sporadically over certain areas of town and should operate based on its own priorities. Mr. Quigley also expressed his concern for the amount of money the town is transferring to childcare, feeling that 2/3 of the childcare users are not residents in this town and that it is fundamentally wrong. Mr. Quigley thanked council for their time stating that they just want some basic services like others are receiving.

Mayor Warner explained that he doesn't currently have an answer to the childcare spending issue. In the past, council has had some discussions regarding the people who work here but don't live here. Ms. McAtamney clarified that it started out as people who lived and worked here; however, it changes every year. Mr. Mamula gave an example of residents living in Blue River who take advantage of the community aspects here in Breckenridge due to the small size of Blue River. On the subject of sidewalk snow removal, Mr. Phelps explained that there are several areas in town that don't have snow removal service. Ms. Boniface explained that there are sidewalks in Breckenridge that have never been plowed by the Public Works Department, and at the time these developments were approved, it was an added cost. Mr. Burke supports the things we are currently doing, but understands that people have certain expectations. Mayor Warner would like to explore these items further but would like to take care of the responsibly of tonight's meeting. Mr. Joyce agreed and asked that Mr. Phelps research the agreement with Shock Hill. Mr. Joyce would like to have a better understanding of the areas that aren't receiving service. Mayor Warner mentioned that the council should come back to this issue.

Erik Buck expressed his appreciation for council's respect for a balanced budget compared to other parts of the country. Mr. Buck recognizes that revenues in the town are down and is glad that the mill levy won't be increased. He wants to chastise the public and felt that more needed to be done to reach out to them with proper information.

There were no other comments and the public hearing was closed.

Council had a brief discussion. Mr. Dudick felt frustrated by the debate about childcare stating that there are many benefits to this community such as the recreation center and ice rink, which some of our residents doesn't use. He also felt that council should have a discussion about all subsidies rather than discussing only childcare. Ms. McAtamney agreed with Mr. Dudick. Mr. Bergeron felt that our support for childcare shows our intention of making this community better. Mr. Burke felt that the town can increase services without moving into the general fund. Mr. Joyce felt that the town should stay the course and is proud of the last few years. He felt that the town is very fortunate to have a great staff and council and recognized that the town will never be able to support everyone's needs. Once revenues change, he would be happy to look at using the fund. Mr. Mamula doesn't want to increase services but is willing to listen to information regarding the sidewalk services in Shock Hill and agreed with Mr. Quigley's comments. He also stated that this town has made many opportunities for the people in this community and is proud that council did those things and rescued the community. The tourists are still the most important people in this town.

Mr. Burke moved to approve A Resolution Adopting the 2012 Budget. Mr. Mamula seconded the motion. The motion passed 7-0.

2. A Resolution Adopting the Comprehensive Plan as 3-Mile Plan

Mark Truckey of the Community Development Department stated that statute requires the Town of Breckenridge to adopt a comprehensive 3-mile plan on an annual basis. Mayor Warner asked if this plan would get bigger as the town grows. Mr. Truckey stated that it doesn't have to, but it does have the possibility of extending out as far as Farmer's Corner. Mayor Warner also asked if the plan approximates our water plan. Mr. Truckey clarified that most of it is covered.

Mr. Mamula moved to approve A Resolution Adopting the Comprehensive Plan as 3-Mile Plan. Mr. Bergeron seconded the motion. The motion passed 7-0.

3. A Resolution Approving an Intergovernmental Agreement (IGA) with Summit County

Mr. Phelps explained that this is a memorandum of understanding with Summit County for the relocation of the Summit County Recycling Center located on County Road 450 as well as the county operations to be relocated on Town of Breckenridge property. The intent is to outline the vacation of the property on CR 450 for future uses that may include attainable housing.

Mr. Bergeron moved to approve A Resolution Approving an Intergovernmental Agreement (IGA) with Summit County. Ms. McAtamney seconded the motion. The motion passed 7-0.

C. OTHER

1. None

PLANNING MATTERS

A. Planning Commission Decisions of November 15, 2011

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

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, NOVEMBER 22, 2011
PAGE 3**

Mayor Warner had a planning matter to bring up regarding an offer he made to the Planning Commission. He suggested that a representative from town council attend the Planning Commission meetings. This representative would report back to council once a month. Ms. McAtamney volunteered to be the council representative. Mayor Warner volunteered to attend the next Planning Commission meeting on December 6 in Ms. McAtamney's absence.

REPORT OF TOWN MANAGER AND STAFF

Ms. Boniface 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

Mr. Burke has had several people ask if the town can turn some of the lights back on along Wellington Road. Ms. Boniface clarified that staff had been directed to do this as a trial and determine how the process is working. Staff is working on it and they will be reevaluating it within the next six to nine months.

Mr. Mamula has talked with Mr. Mueller and suggested that some kind of gift be presented at the reception for the ski area. Mayor Warner was glad that BHA is a part of the process. Mr. Burke will follow up with Larissa.

SCHEDULED MEETINGS

There were none.

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 9:45 p.m.
Submitted by Jena Taylor, Administrative Specialist.

ATTEST:

Mary Jean Loufek, CMC, Town Clerk

John Warner, Mayor



MEMORANDUM

To: Mayor and Town Council
From: Jena Taylor, Administrative Specialist
Date: November 29, 2011
Subject: *Reports made during 11/22/11 work session*

MMC/CAST: No meeting.

BOSAC: Next meeting is Thursday, December 1.

BRC: Mr. Dudick reported that the committee talked about the number of visitors going into the different trail access points along the Cucumber Gulch trail. Impact reports will be received soon. One member of the public came to express their disappointment in the stewardship of the Cucumber Gulch. They also discussed project priorities for 2012. The Cucumber Gulch Master Plan open house will take place on December 12 at 6:00pm at the Recreation Center.

BMAC: Mr. Dudick explained their discussion with the BRC regarding proper standards of procedure and communication between both groups.

SCHA: No meeting.

BHA: No meeting.

Water Task Force: No meeting.

MEMO

TO: Town Council
FROM: Town Attorney
RE: Council Bill No. 40 (Cooking Grease Ordinance)
DATE: December 5, 2011 (for December 13th meeting)

The second reading of the ordinance concerning cooking grease, trash compactors and trash dumpsters is scheduled for your meeting on December 13th. There are no changes proposed to ordinance from first reading.

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

MEMO

TO: Town Council

FROM: Public Works Department

RE: Follow-up Information - Amendment of Cooking Grease, Trash Dumpsters, and Trash Compactors Ordinance

DATE: Dec 08th, 2011 (for Dec. 13th meeting)

Enclosed with this memo for Second Reading is an Ordinance concerning Cooking grease, Trash Dumpsters, and Trash Compactors.

At the last Council meeting, Council raised several questions related to the proposed changes of the subject ordinance. Since the last meeting Staff has had discussions with the stakeholders. The findings of these discussions are that the cooking grease is being properly and timely picked up and recycled. Since the cooking grease disposal contract changes were made, all the restaurants have been able to accommodate the waste cooking grease on their real property. Findings also indicate that there are a minority of restaurants that due to their space limitation do on occasion leave the waste cooking oil outside of their space. The waste containers currently used by private contractor are “closed” containers. While the occasional storage practice has taken place since the contract changes, staff is not aware of any concerns of this operation. The size of the containers is practical for both the contractor and restaurants for the intending purpose.

Public Works will be available at the Work Session to answer any questions of Council.

1 *FOR WORKSESSION/SECOND READING – DEC. 13*

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

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

7
8 COUNCIL BILL NO. 40

9
10 Series 2011

11
12 AN ORDINANCE CONCERNING COOKING GREASE, TRASH DUMPSTERS, AND
13 TRASH COMPACTORS

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

17
18 Section 1. Section 5-2-1 of the Breckenridge Town Code is amended by the addition of
19 the following definition:
20

COOKING GREASE OR GREASE: **Has the meaning provided in Section 5-6-3 of this Code.**

21
22 Section 2. Section 5-2-2 of the Breckenridge Town Code is amended so as to read in its
23 entirety as follows:

24
25 5-2-2: GARBAGE RECEPTACLES; **COOKING GREASE;** PLACEMENT OF
26 RECEPTACLES AT CURBSIDE:

- 27
28 A. Except when placed for curbside pickup in accordance with Subsection B
29 of this Section, all garbage that is placed, stored, or kept outside of a
30 building, structure, or an approved trash dumpster enclosure as defined in
31 Section 5-6-3 of this Code shall be kept in an outdoor garbage receptacle.
32
33 B. Garbage may be placed at the curbside for pickup by a trash collector only
34 in accordance with the following regulations:
35
36 1. Garbage may be placed at the curbside for pickup only when fully
37 contained within a receptacle. No garbage may be placed at the
38 curbside in a paper or plastic bag, or other container that is not a
39 receptacle.
40
41 2. Any receptacle placed for curbside pickup shall be kept closed and
42 secured with no gap between the container and the lid until it has

1 been emptied by the trash contractor and moved back to its normal
2 location.

- 3
4 3. Receptacles may be placed at the curbside only after 6 A.M. on the
5 day of pickup. After pickup, each receptacle must be moved back
6 to its normal location by 10 P.M. of the same day.
7

8 C. The provisions of this Section shall not apply to a receptacle maintained
9 by a business that is: (i) primarily intended as a convenience for use by the
10 customers of the business (and not the business itself); (ii) designed in
11 such a manner as to discourage wildlife from getting into the receptacle;
12 and (iii) emptied on a daily basis.
13

14 D. Cooking grease shall be stored within a building or enclosed structure
15 until it is removed for disposal; provided, however, that cooking
16 grease may not be stored in a Town designated trash compactor
17 facility as provided in Section 5-6-9-1(A) of this Code.
18

19 E. The owner of real property and any other person who causes ~~the~~ an
20 accumulation of garbage or cooking grease at the owner's property are
21 both individually responsible for any garbage or cooking grease placed,
22 stored, or kept at such property in violation of this Section.
23

24 Section 3. The definitions of "owner" and "regulated business" in Section 5-6-3 of the
25 Breckenridge Town Code are repealed.
26

27 Section 4. Chapter 6 of Title 5 of the Breckenridge Town Code is amended by the
28 addition of a new Section 5-6-8-1, to be entitled "Misuse of Trash Dumpster Enclosure", that
29 shall read in its entirety as follows:
30

31 5-6-8-1: MISUSE OF TRASH DUMPSTER ENCLOSURE:
32

33 A. It is unlawful for any person to:
34

- 35 1. Deposit, throw, or leave any refuse anywhere within a trash dumpster
36 enclosure, except within the trash dumpster itself;
37
38 2. Deposit, throw, or leave any refuse within ten feet (10') of the exterior
39 wall of a trash dumpster enclosure; or
40
41 3. Deposit, throw, or place any recycling material within a recycling
42 container that is located within a trash dumpster enclosure if the
43 recycling container is clearly indicated by signage or labeling as being
44 intended to contain a different type of recyclable material.
45

1 B. An employer is legally accountable under this section for the conduct of his
2 or her employees that violates the provisions of this Section if such conduct
3 occurs in the course and scope of such employment. It shall be presumed that
4 such conduct was caused to be done, requested, commanded, or authorized
5 by the employer as part of the employee's duties.
6

7 Section 5. Section 5-6-9-1 of the Breckenridge Town Code is amended so as to read in
8 its entirety as follows:
9

10 **5-6-9-1: UNLAWFUL TO DEPOSIT COOKING GREASE IN A TOWN**
11 **DESIGNATED TRASH COMPACTOR FACILITY:**
12

13 **A. It is unlawful for any person to deposit, place, or leave any cooking**
14 **grease within any Town designated trash compactor facility.**
15

16 **B. An employer is legally accountable under this section for the conduct**
17 **of his or her employees that violates the provisions of this Section if**
18 **such conduct occurs in the course and scope of such employment. It**
19 **shall be presumed that such conduct was caused to be done,**
20 **requested, commanded, or authorized by the employer as part of the**
21 **employee's duties.**
22

23 ~~5-6-9-1: DEPOSITING OF COOKING GREASE INTO TOWN DESIGNATED~~
24 ~~TRASH COMPACTOR FACILITIES:~~
25

26 ~~A. The owner of a regulated business shall, at the option of such owner, either: 1)~~
27 ~~cause to be deposited into the nearest town designated trash compactor facility all~~
28 ~~cooking grease generated by such regulated business; or 2) provide on the site of~~
29 ~~such regulated business a town approved location for the proper collection and~~
30 ~~temporary storage of the cooking grease generated by such regulated business.~~
31 ~~The owner of a regulated business who is prohibited from depositing cooking~~
32 ~~grease into a town designated trash compactor facility for failure to pay the~~
33 ~~charges due to the town under this section, as provided in subsection J of this~~
34 ~~section, shall be required to provide on the site of such regulated business a town~~
35 ~~approved location for the proper collection and temporary storage of the cooking~~
36 ~~grease generated by such regulated business.~~
37

38 ~~B. The town shall arrange for a qualified contractor to periodically remove all~~
39 ~~cooking grease which is deposited into a town designated trash compactor facility.~~
40 ~~The town shall pay all lawful charges made by the contractor for the removal of~~
41 ~~cooking grease from the town designated trash compactor facility.~~
42

43 ~~C. The town shall bill each owner a fair and proportionate share of the operational~~
44 ~~and administrative expenses incurred and paid by the town for the removal of~~
45 ~~cooking grease from the town designated trash compactor facility into which the~~
46 ~~grease from the regulated business was deposited. An owner's fair and~~

1 proportionate share of the operational and administrative expenses incurred and
2 paid by the town for the removal of cooking grease from a town designated trash
3 compactor facility shall be determined based upon the amount of cooking grease
4 deposited by such owner into the facility, as compared to the amount of cooking
5 grease deposited into the facility by all other users of such facility. In the absence
6 of accurate information concerning the amount of grease actually deposited into
7 the town designated trash compactor facility, an owner's bill shall be based upon
8 the public works director's best estimate of the amount of grease deposited in the
9 town designated trash compactor facility by the owner.

10
11 ~~D. By depositing cooking grease or causing cooking grease to be deposited into a~~
12 ~~town designated trash compactor facility an owner covenants and agrees with the~~
13 ~~town to pay when due such owner's fair and proportionate share of the operational~~
14 ~~and administrative expenses incurred and paid by the town for the removal of~~
15 ~~cooking grease from such facility.~~

16
17 ~~E. At the request of the public works director each owner shall periodically~~
18 ~~provide a written statement of the number of gallons of cooking grease from the~~
19 ~~regulated business actually deposited into the town designated trash compactor~~
20 ~~facility, and a good faith estimate of the number of gallons of cooking grease~~
21 ~~from the regulated business which such owner reasonably expects to deposit into~~
22 ~~the town designated trash compactor facility during the twelve (12) month period~~
23 ~~immediately following the date of such estimate.~~

24
25 ~~F. Charges due to the town for the removal of cooking grease from a town~~
26 ~~designated trash compactor facility shall be due and payable thirty (30) days after~~
27 ~~billing.~~

28
29 ~~G. A delinquency charge of one and one half percent (1 $\frac{1}{2}$ %) per month shall be~~
30 ~~assessed to all delinquent balances due to the town for cooking grease removal~~
31 ~~from a town designated trash compactor facility commencing on the due date.~~

32
33 ~~H. If a town bill for cooking grease removal charges is not paid in full within ten~~
34 ~~(10) days of the date due, the town shall mail to the owner a notice of termination.~~

35
36 ~~I. The notice of termination described in subsection H of this section shall contain~~
37 ~~the following:~~

38
39 1. ~~The name and address of the owner;~~

40
41 2. ~~The address of the town designated trash compactor facility into which the~~
42 ~~owner deposited or caused to be deposited cooking grease;~~

43
44 3. ~~The amount due to the town for grease removal services;~~

45
46 4. ~~The date of the notice of termination;~~

1
2 5. The date of termination, which shall be at least ten (10) calendar days from the
3 date of the notice of termination;
4

5 6. Notice that unless the town receives complete payment of the amount shown to
6 be due prior to the date of termination, cooking grease removal service shall be
7 terminated as provided for in subsection J of this section; and
8

9 7. Notice of the owner's right to dispute the correctness of the town's bill as
10 provided in subsection M of this section, and the procedure to dispute a bill.
11

12 J. If, prior to the date of termination set forth in the notice of termination: 1) the
13 town has not received complete payment of the amount shown on the notice of
14 termination; and 2) the owner has not notified the town that the owner disputes
15 the correctness of all or part of the amount shown on the notice of termination in
16 the manner required by subsection M of this section, then the town shall terminate
17 cooking grease removal service provided to the owner on the date of termination.
18

19 K. An owner whose privilege to deposit grease into a town designated trash
20 compactor facility has been terminated pursuant to subsection J of this section
21 may reinstate the privilege by payment of all sums due to the town under this
22 section, plus a prepayment of one year's grease removal service charges.
23

24 L. If the town receives payment of the entire amount shown to be due on the
25 notice of termination prior to the date of termination, such payment shall be
26 considered a timely and complete payment for purposes of this section, and the
27 owner's privilege to deposit grease into a town designated trash compactor facility
28 shall not be terminated.
29

30 M. The following provisions shall apply to any dispute concerning the billing of
31 charges for the removal of cooking grease from a town designated trash
32 compactor facility:
33

34 1. Prior to the date of termination of cooking grease removal service, an owner
35 may dispute the correctness of all or any part of the amount shown to be due to
36 the town in accordance with the provisions of this subsection M. An owner shall
37 not be entitled to dispute the correctness of any amount which was the subject of a
38 previous dispute under this subsection.
39

40 2. The procedure for an owner dispute shall be as follows:
41

42 a. Prior to the date of termination, the owner shall notify the director of public
43 works, in writing, that the owner disputes all or part of the amount shown to be
44 due to the town, stating as completely as possible the basis for the dispute.
45

1 ~~b. If the director of public works determines that the present dispute is untimely or~~
2 ~~that the owner previously disputed the correctness of all or part of the amount~~
3 ~~shown to be due to the town, the director of public works shall mail to the owner a~~
4 ~~notice of rejection stating that the present dispute is untimely or invalid. The town~~
5 ~~shall then proceed as if the owner had not notified the town of the present dispute.~~
6

7 ~~c. If the public works director determines that the present dispute is not untimely~~
8 ~~or invalid under this subsection M, the public works director shall, within five (5)~~
9 ~~business days after receipt of the customer's notice, arrange for a formal hearing~~
10 ~~to be held before the town manager or his designee.~~
11

12 ~~d. The formal hearing before the hearing official shall be held in accordance with~~
13 ~~the procedures of title 1, chapter 19 of this code.~~
14

15 ~~e. If the hearing official determines that the owner must pay some or all of the~~
16 ~~disputed amount, such sum shall be due and payable to the town within ten (10)~~
17 ~~days of the hearing official's determination. If such sum is not paid when due, the~~
18 ~~provisions of subsection H of this section shall apply.~~
19

20 ~~3. Utilization of the dispute procedure set forth in this subsection M shall not~~
21 ~~relieve an owner of the obligation to pay, timely and completely, the undisputed~~
22 ~~portion of the town's bill. Failure to pay in a timely and complete manner all such~~
23 ~~undisputed amounts shall subject the owner to termination of cooking grease~~
24 ~~removal service in accordance with the provisions of this section.~~
25

26 ~~4. The town shall not terminate the cooking grease removal service of the owner,~~
27 ~~and shall not issue a notice of termination to the owner for nonpayment of the~~
28 ~~disputed amount, until at least ten (10) days following the date of the hearing~~
29 ~~officer's decision.~~
30

31 ~~N. All unpaid cooking grease charges shall constitute a personal debt due and~~
32 ~~owing to the town by the owner, and the town shall have the right to recover on~~
33 ~~such debt by judgment and execution thereon in a civil action in any court of~~
34 ~~competent jurisdiction. In connection with any such action the town shall have the~~
35 ~~right to recover its reasonable attorney fees incurred in connection with such~~
36 ~~action. If there is more than one owner, the liability of each owner under this~~
37 ~~section shall be joint and several.~~
38

39 ~~O. An owner is liable under this section for the charges arising from the~~
40 ~~depositing of cooking grease into a town designated trash compactor facility by~~
41 ~~the owner's employees or agents.~~
42

43 ~~P. Each owner who deposits cooking grease or who causes cooking grease to be~~
44 ~~deposited into a town designated trash compactor facility shall clean up any~~
45 ~~spillage, overflow or tracking of cooking grease within the designated trash~~
46 ~~compactor facility caused by the owner, or the owner's employees or agents. It~~

1 shall be unlawful for any such owner to fail or to refuse to provide the required
2 cleaning of the designated trash compactor facility.

3
4 ~~Q. It shall be unlawful for any person to intentionally, knowingly or recklessly~~
5 ~~deposit any cooking grease into a solid waste container located within a~~
6 ~~designated trash compactor facility.~~

7
8 ~~R. In addition to other remedies available to the town, the town may commence~~
9 ~~an action pursuant to section 1-8-10 of this code to enjoin the alleged violation of~~
10 ~~any provision of this section. In connection with any such action the town shall~~
11 ~~have the right to recover its reasonable attorney fees incurred in connection with~~
12 ~~such action.~~

13
14 ~~S. Each of the remedies provided for in this section may be exercised singly or in~~
15 ~~combination with the other remedies herein provided.~~

16
17 Section 6. Except as specifically amended hereby, the Breckenridge Town Code, and the
18 various secondary codes adopted by reference therein, shall continue in full force and effect.

19
20 Section 7. The Town Council hereby finds, determines, and declares that this ordinance
21 is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
22 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
23 thereof.

24
25 Section 8. The Town Council hereby finds, determines and declares that it has the power
26 to adopt this ordinance pursuant to: (i) Section 31-15-103, C.R.S. (concerning municipal police
27 powers); (ii) Section 31-15-401, C.R.S.(concerning municipal police powers); (iii) the authority
28 granted to home rule municipalities by Article XX of the Colorado Constitution; and (iv) the
29 powers contained in the Breckenridge Town Charter.

30
31 Section 9. The Town Council hereby finds, determines and declares that it has the power
32 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
33 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

34
35 Section 10. This ordinance shall be published and become effective as provided by
36 Section 5.9 of the Breckenridge Town Charter.

37
38 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
39 PUBLISHED IN FULL this ____ day of _____, 2011. A Public Hearing shall be held at the
40 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
41 _____, 2011, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
42 Town.

43
44 TOWN OF BRECKENRIDGE, a Colorado
45 municipal corporation
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By _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

MEMO

TO: Town Council

FROM: Town Attorney

RE: Pedal Bus Ordinances

DATE: December 7, 2011 (for December 13th meeting)

The introduction of pedal busses into the Town requires changes to the Town Code. Specifically, changes are required to: (i) the Town's Traffic Code to establish the rules of the road governing the operation of pedal busses on Town streets, and (ii) the Town's Riverwalk Ordinance and Sign Code to specifically deal with the treatment of pedal busses under these two ordinances.

Enclosed are the following:

1. Pedal Bus Traffic Ordinance – As you will recall, a “pedal bus” is a large, human-powered vehicle. The power is supplied by the people riding it. The vehicle is operated by a single driver.

Pedal busses are not specifically mentioned anywhere in the Colorado traffic laws; the Colorado legislature has simply not yet addressed these unique kind of vehicles. However, after discussing the matter with CDOT, it appears that a pedal bus may meet the definition of a “vehicle” under the state traffic code. If this interpretation is correct, pedal busses would have to have certain equipment and to follow certain (but apparently not all) of the traffic rules that are applicable to “motor vehicles.” However, at this time it is simply not clear that pedal busses are regulated under the current state traffic laws.

Both the state traffic code and the Town's own Traffic Code contain a section that is entitled “Operation of Bicycles and Other Human Powered Vehicles.” A pedal bus, being human-powered, would seem to fall under the regulatory authority of these two traffic laws. However, despite their titles the actual text of the two laws addresses *only* bicycles and electrical assisted bicycles, and clearly a pedal bus isn't either of those.

So, at this point it appears that there is no clear answer as to what traffic rules apply to pedal busses. This leads me to conclude that there is a need for local traffic regulations for pedal busses that are operated within the Town. To address this void in our local traffic laws, I have prepared the enclosed ordinance amending the Town's Traffic Code. The key sections of the ordinance are:

- A. The addition to the Town's Traffic Code of a definition of “pedal bus.” (See §1);
- B. The addition of a new Section 1418 to the Town's Traffic Code specifically dealing with pedal busses. (See §2). The key provisions of this new section of the Traffic Code are:

1. The traffic laws that apply to “vehicles” are specifically made applicable to pedal busses, including the state’s equipment requirements.
2. The driver of a pedal bus is required to comply with all applicable rules of the road that apply to other vehicles.
3. A pedal bus operator must be at least 18 years of age.
4. A pedal bus operator must carry a minimum of \$100,000 per claim/\$300,000 aggregate per accident/ and \$50,000 property damage insurance. The Town must be named as an additional insured under the pedal bus insurance policy.
5. A pedal bus cannot be used to carry more persons at one time than the number for which it is designed or equipped.
6. Finally, the new section limits somewhat the operation of pedal busses on Highway 9. This was thought to be appropriate because of the high speeds of motor vehicles operating on Highway 9.

As my contact as CDOT has pointed out, the Town will be breaking new ground by adopting local traffic regulations for pedal busses. However, both CDOT and the state attorney general’s office have reviewed and approved the proposed traffic ordinance, so the ordinance is ready for Council’s consideration.

2. Pedal Bus Riverwalk/Sign Code Ordinance – The second ordinance amends the Town’s Riverwalk Ordinance and Sign Code to deal specifically with pedal busses. You will recall that these ordinances were recently amended to deal with pedicabs. The introduction of pedal busses necessitates further amendments.

The key provisions of this ordinance are:

A. Pedal Busses would be prohibited on the Riverwalk. This was thought to be appropriate because of the size of these vehicles, and the potential for conflicts with the pedestrians on the Riverwalk. (See §2)

B. The same signage rules that currently apply to “pedicabs” would apply to pedal busses. (See §6)

The remainder of the ordinance simply straightens out the definitions of pedicab and pedal bus.

In closing, I want to make you aware that I am working with staff on a new ordinance to establish a mechanism for licensing certain commercial uses of the Town’s streets outside of the Development Code process that does not always work particularly well for these kinds of uses. The current draft of the ordinance would create a new licensing scheme for pedicabs, pedal busses, and horse and carriage operations. Hopefully, you should see that new ordinance early next year. With the two enclosed ordinances and the new licensing ordinance, the Town should have a fairly complete set of local regulations of pedicabs and pedal busses.

I look forward to discussing the two pedal bus ordinances with you next Tuesday.

1 **FOR WORKSESSION/FIRST READING – DEC. 13**

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

5
6 COUNCIL BILL NO. 41

7
8 Series 2011

9
10 AN ORDINANCE AMENDING THE MODEL TRAFFIC CODE FOR COLORADO, 2010
11 EDITION, CONCERNING THE OPERATION OF PEDAL BUSES WITHIN THE TOWN
12 OF BRECKENRIDGE

13
14 WHEREAS, Section 42-4-110(1)(b), C.R.S., authorizes local authorities to adopt by
15 reference a model traffic code embodying the rules of the road and vehicle requirements set forth
16 in Article 4 of Title 42, C.R.S., and such additional local regulations as are provided for in
17 Section 42-4-111, C.R.S.; and

18
19 WHEREAS, the Town of Breckenridge has adopted (and amended) the Model Traffic
20 Code For Colorado, 2010 edition, as the Traffic Code for the Town; and

21
22 WHEREAS, the Town Council finds, determines, and declares that the Model Traffic
23 Code For Colorado, 2010 edition, should be amended as set forth in this ordinance.

24
25 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
26 COLORADO:

27
28 Section 1. Section 7-1-2 of the Breckenridge Town Code is amended by the addition of
29 the following definition:

30
31 Appendix I (definitions) of the adopted code is amended by the addition of the
32 following definition:

33
34 (69.3)“Pedal bus” means a non-motorized vehicle that is available for hire
35 that has more than three wheels and moves by human power provided by the
36 operator and/or passengers of the vehicle.

37
38 Section 2. Section 7-1-2 of the Breckenridge Town Code is amended by the addition of a
39 new Section 1418, which shall read in its entirety as follows:

40
41 **1418. Operation of Pedal Buses. (1) A pedal bus is a “vehicle” as defined in**
42 **this code. All code sections that are applicable to vehicles shall apply to pedal**
43 **buses. A pedal bus shall have all of the equipment that a vehicle is required**
44 **to have under this code.**

1 (2) Every person operating a pedal bus on the streets within the Town shall
2 have all of the rights and duties applicable to the driver of any other vehicle
3 under this code, except as to those rights and duties which by their nature
4 can have no application. Every person operating a pedal bus shall comply
5 with the rules set forth in this section, the other applicable rules of this code,
6 and all other applicable laws, rules, and regulations when using the streets
7 within the Town.

8
9 (3) The driver or operator of a pedal bus must be at least 18 years of age.
10 When operating a pedal bus on the streets within the Town the driver or
11 operator shall have in his or her immediate possession a valid Colorado
12 driver's license.

13
14 (4) No pedal bus shall be operated on Colorado Highway 9 (Park Avenue)
15 south of the intersection of Colorado Highway 9 (Park Avenue) and South
16 Main Street and north of the intersection of Colorado Highway 9 (Park
17 Avenue) and Village Road within the Town. Pedal busses may lawfully be
18 operated on Colorado Highway 9 (Park Avenue) between the inter section of
19 Colorado Highway 9 (Park Avenue) and South Main Street and the
20 intersection of Colorado Highway 9 (Park Avenue) and Village Road within
21 the Town, subject to the other rules described in this section.

22
23 (5) No pedal bus shall be used to carry more persons at one time than the
24 number for which it is designed or equipped.

25
26 (6) At all times when a pedal bus is operated on the streets within the Town
27 the owner of a pedal bus shall maintain in effect a policy of comprehensive
28 commercial general liability insurance with limits of liability not less than
29 One Hundred Thousand Dollars (\$100,000) per person per claim, Three
30 Hundred Thousand Dollars (\$300,000) aggregate for each accident, and Fifty
31 Thousand Dollars (\$50,000) for property damage. The Town shall be named
32 as an additional insured under such insurance policy. An ACORD Form 27,
33 or other certificate of insurance acceptable to Town Clerk, shall be
34 completed by the owner's insurance agent and provided to the Town Clerk
35 as evidence that policies prior to commencement of the operations of the
36 pedal bus on the Town streets, and on each renewal or replacement of the
37 policy during the time the pedal bus is being operated on the Town streets.
38 No pedal bus may be operated on a Town street unless the required
39 insurance is in effect and proof thereof has been provided to the Town Clerk
40 as required by this subsection.

41
42 (7) Any person who violates any provision of this section commits a
43 misdemeanor traffic offense.

44
45 (8) Upon request, the law enforcement agency having jurisdiction shall
46 complete a report concerning an injury or death incident that involves a

1 **pedal bus anywhere within the Town, even if such accident does not involve a**
2 **motor vehicle.**
3

4 Section 3. Except as specifically amended hereby, the Breckenridge Town Code, and the
5 various secondary codes adopted by reference therein, shall continue in full force and effect.
6

7 Section 4. The Town Council hereby finds, determines and declares that this ordinance is
8 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
9 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
10 thereof.
11

12 Section 5. The Town Council hereby finds, determines and declares that it has the power
13 to adopt this ordinance pursuant to: (i); Section 42-4-111(1)(h), C.R.S.; (ii) Section 42-4-
14 110(1)(a), C.R.S.; (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)
15 Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to
16 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers
17 contained in the Breckenridge Town Charter.
18

19 Section 6. This ordinance shall be published as provided by Section 5.9 of the
20 Breckenridge Town Charter, and shall become effective upon the last to occur of: (i) approval of
21 this ordinance by the Colorado Department of Transportation pursuant to Sections 42-4-
22 110(1)(e) and 43-2-135(1)(g), C.R.S.; and (ii) the effective dated provided by Section 5.9 of the
23 Breckenridge Town Charter.
24

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

31 TOWN OF BRECKENRIDGE, a Colorado
32 municipal corporation
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34
35 By _____
36 John G. Warner, Mayor
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ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

1 **FOR WORKSESSION/FIRST READING – DEC. 13**

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

5
6 COUNCIL BILL NO. ____

7
8 Series 2011

9
10 AN ORDINANCE AMENDING THE BRECKENRIDGE TOWN CODE CONCERNING
11 PEDAL BUSES

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

15
16 Section 1. Section 6-3H-5(A) of the Breckenridge Town Code is amended by the addition
17 of the following definition:

18 **PEDAL BUS:**

**As defined in the Town’s Traffic Code
adopted by reference in Title 7, Chapter 1 of
this Code.**

19
20 Section 2. Section 6-3H-5(G) of the Breckenridge Town Code is amended to read in its
21 entirety as follows:

22
23 G. Pedicabs may lawfully be operated on the Riverwalk only from November 1
24 through the end of the ski season at the Breckenridge Ski Area. It is unlawful to
25 operate a pedicab on the Riverwalk at any other time. **It is unlawful to operate a
pedal bus on the Riverwalk at any time.**

26
27
28 Section 3. The definition of “human powered vehicle” in Section 8-2-3 of the
29 Breckenridge Town Code is repealed.

30
31 Section 4. Section 8-2-3 of the Breckenridge Town Code is amended by the addition of a
32 new definition of “Pedicab”, which shall read in its entirety as follows:

33 **PEDICAB:**

**As defined in the Town’s Traffic Code
adopted by reference in Title 7, Chapter 1 of
this Code.**

34
35 Section 5. Section 8-2-3 of the Breckenridge Town Code is amended by the addition of a
36 new definition of “Pedal Bus”, which shall read in its entirety as follows:

37 **PEDAL BUS:**

**As defined in the Town’s Traffic Code
adopted by reference in Title 7, Chapter 1 of
this Code.**

1
2 Section 6. Section 8-2-14-1 of the Breckenridge Town Code is amended so as to read in
3 its entirety as follows:

4
5 8-2-14-1: SPECIFIC REGULATIONS: SIGNS ON PEDICABS **AND PEDAL**
6 **BUSSES**: The following regulations shall apply to signs placed on pedicabs **and**
7 **pedal busses**. In the event of a conflict between this section and any other
8 provision of this chapter, the provisions of this section shall control:
9

10 A. Number of Signs Permitted: Not more than one sign shall be placed on the
11 rear of a pedicab **or pedal bus**. Not more than one sign per side shall be placed on
12 a pedicab **or pedal bus**.
13

14 B. Size limitation: No individual sign on a human-powered vehicle **or pedal bus**
15 shall exceed four (4) square feet. The total signage that is placed on a human-
16 powered vehicle **or pedal bus** shall not exceed a combined total of seven (7)
17 square feet in size.
18

19 C. No Illumination: A sign that is placed on a human-powered vehicle **or pedal**
20 **bus** shall not be illuminated; provided, however, this provision shall not prohibit
21 the placement of lighting on a human-powered vehicle **or pedal bus** that is
22 required for safety, **or to comply with any applicable law**.
23

24 D. No Double-Sided Signage: No signage that is placed on a human-powered
25 vehicle **or pedal bus** shall be double-sided.
26

27 E. Off-Premises Signage Allowed: A sign that is placed on a human-powered
28 vehicle **or pedal bus** is exempt from the prohibition against off-premises signage
29 set forth in Section 8-2-15(F) of the chapter.
30

31 F. Permit Required: No person shall display, maintain, or use a sign on a human-
32 powered vehicle **or pedal bus** without a valid sign permit issued pursuant to this
33 chapter.
34

35 Section 7. Except as specifically amended hereby, the Breckenridge Town Code, and the
36 various secondary codes adopted by reference therein, shall continue in full force and effect.
37

38 Section 8. The Town Council hereby finds, determines and declares that this ordinance is
39 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
40 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
41 thereof.
42

43 Section 9. The Town Council finds, determines, and declares that it has the power to
44 adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act,
45 Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal
46 zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)

1 Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to
2 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers
3 contained in the Breckenridge Town Charter.

4
5 Section 10. This ordinance shall be published and become effective as provided by
6 Section 5.9 of the Breckenridge Town Charter.

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

13
14 TOWN OF BRECKENRIDGE, a Colorado
15 municipal corporation

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

21
22 ATTEST:

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



MEMORANDUM

TO: Town Council

FROM: Chris Neubecker, Current Planning Manager

DATE: December 6, 2011

SUBJECT: First Reading: Council Bill No. 43, Series 2011
Manure Ordinance

This past September, staff received several complaints concerning a property where manure was being used as fertilizer in the yard of a single family home. The current Town Code prohibits the accumulation of manure, but allows an exception for up to a one inch spread of manure which may be applied to lawns or gardens for fertilizing purposes. (The manure that was used this past September was fresh or “hot” and created an odor for several days.) The current policy does not indicate the condition of manure allowed, and also does not indicate when it must be tilled into the soil.

The proposed ordinance attempts to remedy this situation by declaring manure as a nuisance. It does, however, still allow for dried manure (also known as “aged” or “composted” manure) if it is less than a one inch spread and tilled into the soil within 24 hours of delivery to the site. (Fresh or “hot” manure can “burn” plants and grass since it has too much nitrogen, and so composting is required for it to be effective. Aged or composted manure is also much less offensive, but still has an odor.)

Other exemptions include commercial stables, and commercial horse and carriage operations when operated with a current permit.

Staff will be happy to answer questions about the ordinance during the meeting on Tuesday.

1 FOR WORKSESSION/FIRST READING – DEC. 13

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

5
6 COUNCIL BILL NO. 43

7
8 Series 2011

9
10 AN ORDINANCE MAKING THE KEEPING OF MANURE A PUBLIC NUISANCE, AND
11 PROVIDING AN EXCEPTION FOR AGED MANURE THAT IS THOROUGHLY MIXED
12 INTO THE SOIL AND USED AS FERTILIZER

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

16
17 Section 1. Section 5-2-5(C) of the Breckenridge Town Code is deleted.

18
19 Section 2. Section 5-1-7 of the Breckenridge Town Code is amended by the addition of a
20 new Section K, which shall read in its entirety as follows:

21
22 5-1-7: NUISANCES DECLARED: The following are declared to be nuisances:

23
24 ...

25
26 K. **The keeping of manure on any property within the Town. Exceptions:**
27 **This section does not apply to: (1) not more than one inch (1”) of dried**
28 **and decomposed manure that is thoroughly mixed into the soil within**
29 **twenty four hours of delivery to the site, and used as fertilizer on a**
30 **lawn or garden; (2) a horse and carriage operation on Town streets**
31 **and alleys for which a permit has been issued by the Town; (3) any**
32 **commercial stable for which a permit has been issued by the Town;**
33 **and (4) any premises for which a Town permit has been issued**
34 **authorizing animals to be kept upon such premises.**

35
36 Section 3. Except as specifically amended hereby, the Breckenridge Town Code, and the
37 various secondary codes adopted by reference therein, shall continue in full force and effect.

38
39 Section 4. The Town Council hereby finds, determines and declares that this ordinance is
40 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
41 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
42 thereof.

43
44 Section 5. The Town Council hereby finds, determines and declares that it has the power
45 to adopt this ordinance pursuant to: (i) Section 31-15-103, C.R.S. (concerning municipal police

1 powers); (ii) Section 31-15-401, C.R.S.(concerning municipal police powers); (iii) Section 31-
2 15-401(1)(c), C.R.S. (concerning municipal power to declare and abate nuisances; (iv) the
3 authority granted to home rule municipalities by Article XX of the Colorado Constitution; and
4 (v) the powers contained in the Breckenridge Town Charter.

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

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

14
15 TOWN OF BRECKENRIDGE, a Colorado
16 municipal corporation

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

22
23 ATTEST:

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



MEMORANDUM

To: Mayor and Town Council
From: Rick Holman, Chief of Police
Date: December 13, 2011
Subject: Amend Town Ordinance to designate Summit Fire Authority as DERA

Staff is recommending the Town Council approve on first reading an ordinance designating the Summit Fire Authority (SFA) as the Designated Emergency Response Authority (DERA) for hazardous substance incidents in the Town.

State law requires every Town to designate an emergency response authority by ordinance or resolution. In the past the Summit County Sheriff's office was designated as the Town DERA. The Town is entering into a new IGA with Summit Fire Authority for all hazardous substance responses including functioning as the Town's DERA. In order to complete this process it is necessary to amend our current ordinance listing SFA as the DERA.

1 *FOR WORKSESSION/FIRST READING – Dec. 13th*

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

5
6 COUNCIL BILL NO. ____

7
8 Series 2011

9
10 AN ORDINANCE DESIGNATING THE SUMMIT FIRE AUTHORITY AS THE
11 EMERGENCY RESPONSE AUTHORITY FOR THE TOWN OF BRECKENRIDGE

12
13 WHEREAS, Section 29-22-102(3)(a), C.R.S., requires every town to designate by
14 ordinance or resolution an emergency response authority for hazardous substance incidents
15 occurring within the corporate limits of such town; and

16
17 WHEREAS, the Town Council finds and determines that the Summit Fire Authority
18 should be designated as the emergency response authority for hazardous substance incidents
19 occurring within the corporate limits of the Town of Breckenridge.

20
21 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
22 BRECKENRIDGE, COLORADO:

23
24 Section 1. Section 5-4-2 of the Breckenridge Town Code is hereby amended so as to
25 read in its entirety as follows:

26
27 5-4-2: EMERGENCY RESPONSE AUTHORITY DESIGNATED: Pursuant to
28 section 29-22-102(3)(a), C.R.S., ~~Summit County Sheriff's Department~~ the
29 Summit Fire Authority is designated as the emergency response authority for
30 hazardous substance incidents occurring within the corporate limits of the Town.

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

34
35 Section . The Town Council hereby finds, determines, and declares that it has the power
36 to adopt this ordinance pursuant to Section 29-22-102(3)(a), C.R.S., and the powers possessed by
37 home rule municipalities in Colorado.

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 of
45 _____, 2011, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
46 Town.

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

MEMO

TO: Town Council
FROM: Town Attorney
RE: CMC Lease
DATE: December 6, 2011 (for December 13th meeting)

In 2009 the Town contracted with Colorado Mountain College to purchase CMC's Breckenridge campus property at 103 South Harris Street. The purchase closed on November 3, 2009.

As part of the purchase contract, the Town agreed that for a period of ten years after closing CMC could continue to use the ceramics studio, photography lab and dance studio without charge. The contract provided that the Town and CMC would share in the utility costs of the building based on the square footage used by CMC, and the actual number of hours CMC used the property.

After the first year there was disagreement about how the utility reimbursement was actually to work (i.e., did the "actual number of hours" of use *just* include actual class time, or twenty four hours a day since the Town was precluded from using the ceramics studio, photography lab and dance studio for any other purpose?), as well as disagreement about certain maintenance and snow removal reimbursement issues. I am pleased to report that these issues have now been resolved through negotiation, and CMC has paid its first year share of the utilities and services as calculated by the Town.

However, since the Town is contractually obligated to allow CMC to use the property until 2019, it was thought that the best way to proceed was to memorialize all of the agreements that have now been reached with CMC in a formal lease. After many months, a proposed Lease has been negotiated. Because the Lease is for a term longer than one year, the Town Code requires Council approval by ordinance.

Enclosed with this memo are the following:

1. Executive Summary of the proposed Lease;
2. Ordinance approving the Lease; and
3. The Lease itself.

The Lease has been approved (and signed) by CMC. Staff believes that the Lease accurately reflects the understanding and agreements with CMC, and recommends your approval of the Lease.

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

EXECUTIVE SUMMARY OF PROPOSED LEASE

1. Tenant: Colorado Mountain Junior College District
2. Description of Leased Premises: The Ceramics Studio, Photography Lab, and Dance Studio of the “Former CMC/High School Building” located at 103 South Harris Street.
3. Use of Leased Premises: To conduct student classes and student instruction in ceramics, photography, and dance. Use of the Leased Premises is limited to persons enrolled in Tenant’s classes, Tenant’s instructors, and Tenant’s maintenance and janitorial staff.
4. Lease Term: Tenant may annually renew the Lease through December 31, 2019 (remainder of 10 year term agreed to by the Town in the contract to purchase the building). Renewal notice received for 2012. If Tenant fails to give timely notice of renewal, Lease terminates.
5. Rent: None
6. Utilities: Town provides water, sewer, gas, and electrical utility service for the Leased Premises. But,
 - (a) Tenant will annually reimburse Town for the water, sewer, gas and electric service used at the Leased Premises as follow. Tenant will pay:
 - (i) 16% of the total electric and gas charges for the Building (less the electric demand charge);
 - (ii) 30% of the total electric demand charge for the Building;
 - (iii) 16% of the total sewer charges for the Building; and
 - (iv) 16% of the total water charges for the Building.
 - (b) Sanitation service will not be provided to the Tenant at any time during the Lease in connection with its use of the Ceramics Studio. Tenant may take cold water for use at the Ceramics Studio only from the one sink currently used for such purpose by Tenant. Tenant is responsible for the transportation and removal of all water, material, and waste in conjunction with its use of the Ceramics Studio. Tenant will not permit any of Tenant’s students or instructors to place any material of any kind (including, but not limited to, water) into the Building’s sanitation system. If Tenant elects to provide sewer service to the Ceramics Studio, Tenant is solely responsible for any and all improvements required in connection with such services

- (c) Tenant may use the restrooms located at the front entrance on the Building's main floor.
- (d) Tenant will initiate, contract for, and obtain in its name, all other required utilities and services in connection with its use of the Leased Premises, including, without limitation, telephone, cable, internet, recycling, and trash removal. Tenant will pay all charges for such services as they become due.

7. Maintenance:

- (a) During the term of the Lease, Tenant will, at its sole expense, keep the Leased Premises, and the restrooms located at the front entrance on the Building's main floor and the Building's common areas, in a neat and clean condition. Tenant's will, at a minimum, provide 2 cleanings per week as follows:

FIXTURES: Toilet bowls, toilet seats, urinals and sinks will be cleaned and sanitized each service. Bright metal will be cleaned and polished each service.

TRASH CONTAINERS: Trash containers will be emptied each service and trash removed. Exterior of containers will be spot cleaned each service. Plastic liners will be installed from Tenant's stock.

GLASS: Glass and mirrors will be cleaned and polished each service.

WALLS: Splash marks will be removed from walls around sinks and dispensers each service. Ceramic walls will be spot cleaned each service. Partition walls and doors will be spot cleaned each service, wiped down and sanitized monthly.

DISPENSERS: Dispensers will be cleaned and polished each service and supplies installed from Tenant's stock.

FLOORS: Floors will be swept, damp mopped and sanitized each service.

- (b) Town may periodically inspect and evaluate Tenant's cleaning of the Leased Premises. If Town determines that the quality of Tenant's cleaning does not meet Town's standard for the cleaning of its other public buildings, Town may give notice of default.
- (c) Tenant will provide at its expense all paper products for the restrooms located in the front entrance of the Building on the main floor.

- (d) Town will maintain the interior and exterior of the Leased Premises (including, but not limited to, the roof) in such a condition and state of repair as will allow the Leased Premises to be used by Tenant
 - (e) Tenant is responsible for any damages to the Leased Premises or the Building caused by its staff, students or contractors.
8. Snow Removal:
- (a) Town will provide or arrange for the plowing and removal of snow from the Building's parking lots. As of the date of the Lease Town will plow the South parking lot itself, and Summit County Government will plow of the North parking lot.
 - (b) The Town will provide, either through a contractor or by use of Town's own employees, at Town's option, once daily snowplowing and/or snow shoveling of the walkways, entrance ways, and handicap access ramps of the Building from October 1 through April 30 during the term of the Lease. Tenant will reimburse Town for the actual costs incurred by Town in providing such service, not to exceed the total sum of \$1,000.00 each year.
 - (c) If Tenant requires snowplowing and/or snow shoveling from the walkways, entrance ways, and handicap access ramps of the Building in addition to that provided by Town, Tenant must provide such service at its cost.
9. Parking: As part of the Lease, Tenant's students and faculty may use the Building's paved parking lots. Such parking use is subject to any reasonable regulations promulgated by Town to regulate the use of such area.
10. Alterations (Improvements to Leased Premises): Tenant may not make any improvement to or change of any portion of the Leased Premises without Town's prior written consent.
11. Insurance/Indemnification: Tenant provides standard governmental insurance coverages (*see Section 18*), and indemnification to the extent permitted by law (*see Section 19*)
12. Special Provisions:
- (a) Tenant will provide to Town with a list of scheduled Ceramic Studio, Photography Lab, and Dance classes not later than 30 days before the start of each semester.
 - (b) An instructor employed by the Tenant must be present at all times while the Leased Premises are in use by Tenant's students.

1 **FOR WORKSESSION/FIRST READING – DEC. 13**

2
3 COUNCIL BILL NO. ____

4
5 Series 2011

6
7 AN ORDINANCE APPROVING A LEASE WITH COLORADO MOUNTAIN JUNIOR
8 COLLEGE DISTRICT

9 (Part of Former CMC/High School Building – 103 South Harris Street)

10
11 WHEREAS, the Town of Breckenridge owns the real property at 103 South Harris Street,
12 commonly known as “the Former CMC/High School Building”; and

13
14 WHEREAS, the Town purchased the Former CMC/High School Building from Colorado
15 Mountain Junior College District in 2009; and

16
17 WHEREAS, pursuant to Section 16(a) of the Contract of Sale the Town agreed to allow
18 Colorado Mountain Junior College District to continue to use the existing Ceramics Studio,
19 Photography Lab, and Dance Studio for a period of ten years after closing upon certain terms and
20 conditions; and

21
22 WHEREAS, a proposed Lease with Colorado Mountain Junior College District for the
23 continued use of the existing Ceramics Studio, Photography Lab, and Dance Studio at the
24 Former CMC/High School Building has been negotiated by the parties and reviewed by the
25 Town Council; and

26
27 WHEREAS, Section 15.4 of the Breckenridge Town Charter provides:

28
29 The council may lease, for such time as council shall determine, any real or
30 personal property to or from any person, firm, corporation, public and private,
31 governmental or otherwise.

32
33 and;

34
35 WHEREAS, the term of the proposed Lease with Colorado Mountain Junior College
36 District exceeds one year in length; and

37
38 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate
39 lease entered into by the Town that exceeds one year in length must be approved by ordinance.

40
41 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
42 BRECKENRIDGE, COLORADO:

43
44 Section 1. The proposed “103 South Harris Building Lease (Ceramics Studio,
45 Photography Lab, and Dance Studio)” between the Town and Colorado Mountain Junior College

1 District, a copy of which is marked **Exhibit "A"**, attached hereto and incorporated herein by
2 reference, is approved, and the Town Manager is authorized, empowered, and directed to execute
3 such Lease for and on behalf of the Town of Breckenridge.
4

5 Section 2. The Town Council hereby finds, determines and declares that it has the
6 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
7 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
8 Charter.
9

10 Section 3. This ordinance shall be published and become effective as provided by
11 Section 5.9 of the Breckenridge Town Charter.
12

13 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
14 PUBLISHED IN FULL this ____ day of _____, 2011. A Public Hearing shall be held at the
15 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
16 _____, 2012, at 7:30 P.M., or as soon thereafter as possible in the Municipal
17 Building of the Town.
18

19 TOWN OF BRECKENRIDGE, a Colorado
20 municipal corporation
21

22
23
24 By: _____
25 John G. Warner, Mayor
26

27 ATTEST:
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31 _____
32 Mary Jean Loufek, CMC,
33 Town Clerk
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**103 South Harris Building Lease
Ceramics Studio, Photography Lab, and Dance Studio**

THIS LEASE (“*Lease*”) is dated and is effective as of January 1, 2011 and is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“*Landlord*”) and COLORADO MOUNTAIN JUNIOR COLLEGE DISTRICT, a Colorado statutory junior college district (“*Tenant*”).

Background

Pursuant to the Contract of Sale between Landlord and Tenant dated October 22, 2009, (“*Contract of Sale*”) the Tenant sold to Landlord the real property and improvements located at 103 South Harris Street in Breckenridge, Colorado. Such property is now known as the “Former CMC/High School Building.” Pursuant to Section 16(a) of the Contract of Sale the Landlord agreed to allow Tenant to continue to use the existing Ceramics Studio, Photography Lab, and Dance Studio located within the Former CMC/High School Building after closing of the sale of the property to conduct classes and provide instruction for Tenant’s students. The Contract of Sale provided for Tenant’s right to use the existing Ceramics Studio, Photography Lab, and Dance Studio without payment of rent, but did require Tenant to pay its share of the utilities for the leased property. The Contract of Sale further authorized Tennant’s use of the Ceramics Studio, Photography Lab, and Dance Studio for a period of 10 years after the closing of the sale of the Former CMC/High School Building to Landlord. Closing of the sale of the Former CMC/High School Building to Landlord occurred on November 3, 2009. This Lease is entered into pursuant to Section 16(a) of the Contract of Sale.

Lease

Landlord leases the Leased Premises to Tenant, and Tenant leases the Leased Premises from Landlord, upon the following terms and conditions:

1. **Definitions.** As used in this Lease the following terms have the following meaning, unless the content clearly requires otherwise:

Building: The “Former CMC/High School Building” located at 103 South Harris Street in Breckenridge, Colorado.

Leased Premises: The: (i) “Ceramics Studio” (consisting of approximately 2498 square feet), (ii) “Photography Lab” (consisting of approximately 820 square feet), and (iii) “Dance Studio” (consisting of approximately 705 square feet) located in the Building. The Leased Premises are indicated in cross hatching on the attached **Exhibit “A”**, which is incorporated herein by reference. The Leased Premises does not include any portion of the Building except the Ceramics Studio, Photograph Lab, and Dance Studio. The Leased Premises may be amended at any time during the Lease to decrease the space occupied by Tenant.

- 1
2 2. Term. Subject to earlier termination as hereafter provided, the initial term of this Lease
3 commenced on January 1, 2011 and ends on December 31, 2011. Tenant, at its option,
4 may extend the term of this Lease for 8 additional terms of one-year each by serving
5 notice on the Landlord not later than 2 months prior to the expiration of the initial term or
6 any extended term (as applicable). Landlord acknowledges receipt of Tenant's notice of
7 exercise of the option for the year 2012, and no further notice is required for such year.
8 Upon the timely giving of Tenant's required notice, this Lease will be extended upon all
9 of its terms and conditions for the extended term without the necessity of the execution of
10 any further instruments or documents, and all references in this Lease to "the term" of
11 this Lease" will then apply to the applicable extension term; provided, however, that if on
12 the date that the Tenant attempts to exercise an option to extend this Lease the Tenant is
13 in default in the performance of any of the terms of this Lease and has received a notice
14 of default from Landlord, the Tenant's attempt to exercise such option will be null, void,
15 and of no force or effect whatsoever. Tenant's notice of the exercise of the any option to
16 extend this Lease must be given in writing in accordance with Section 24 of this Lease,
17 and time is of the essence in the giving of such notice.
18
- 19 3. Rent. Tenant may use the Leased Premises without payment of rent. However, Tenant
20 will reimburse Landlord for certain costs associated with the Leased Premises as required
21 of it by this Lease.
- 22 4. Use Of Leased Premises.
- 23 A. Tenant will use the Leased Premises only to conduct student classes and student
24 instruction in ceramics, photography, and dance. Use of the Leased Premises is
25 limited to persons enrolled in Tenant's classes, Tenant's instructors, and Tenant's
26 maintenance and janitorial staff. Tenant will not use the Leased Premises for any
27 other purpose without Landlord's prior written consent.
- 28 B. Tenant may not use any portion of the Building except the Leased Premises (and
29 the parking lots as provided in Section 9) without Landlord's prior written
30 consent.
- 31 C. Tenant will provide to Landlord with a list of scheduled Ceramic Studio,
32 Photography Lab, and Dance classes not later than 30 days before the start of each
33 semester during the term of this Lease.
- 34 D. An instructor employed by the Tenant must be present at all times while the
35 Leased Premises are in use by Tenant's students.
- 36 E. Tenant will, at its expense, promptly comply with all applicable statutes,
37 ordinances, rules, regulations, orders, restrictions of record and requirements in
38 effect during the term of this Lease that regulate the use of the Leased Premises
39 by Tenant. Tenant will not use or permit the use of the Leased Premises in any
40 manner that will tend to create waste or a nuisance.

1 5. Taxes. Because both Landlord and Tenant are tax-exempt entities under Colorado law,
2 the parties anticipate that the Leased Premises will be tax-exempt throughout the term of
3 this Lease. However, if taxes are lawfully assessed against the Building as a result of
4 Tenant's use of the Leased Premises Tenant will pay such taxes before they become
5 delinquent.

6 6. Utilities.

7 A. Landlord has contracted for, and obtained in its name, water, sewer, gas and
8 electrical utility service for the Leased Premises.

9 B. Tenant will annually reimburse Landlord for the water, sewer, gas and electric
10 service used at the Leased Premises as follow. Tenant will pay (such percentages
11 will be amended if the Leased Premises is amended):

12 i. 16% of the total electric and gas charges for the Building (less the electric
13 demand change);

14 ii. 30% of the total electric demand charge for the Building;

15 iii. 16% of the total sewer charges for the Building; and

16 iv. 16% of the total water charges for the Building.

17 C. Sanitation service will not be provided to the Tenant at anytime during this Lease
18 in connection with its use of the Ceramics Studio. Tenant may take cold water for
19 use at the Ceramics Studio only from the one sink currently used for such purpose
20 by Tenant. Tenant is responsible for the transportation and removal of all water,
21 material, and waste in conjunction with its use of the Ceramics Studio. Tenant
22 will not permit any of Tenant's students or instructors to place any material of any
23 kind (including, but not limited to, water) into the Building's sanitation system. If
24 Tenant elects to provide sewer service to the Ceramics Studio, Tenant is solely
25 responsible for any and all improvements required in connection with such
26 services

27 D. Tenant may use the restrooms located at the front entrance on the Building's main
28 floor.

29 E. Tenant will initiate, contract for, and obtain in its name, all other required utilities
30 and services in connection with its use of the Leased Premises, including, without
31 limitation, telephone, cable, internet, recycling, and trash removal. Tenant will
32 pay all charges for such services as they become due.

33 7. Cleaning and Maintenance.

34 A. During the term of this Lease, Tenant will, at its sole expense, keep the Leased
35 Premises, and the restrooms located at the front entrance on the Building's main

1 floor and the Building's common areas, in a neat and clean condition. Tenant's
2 will, at a minimum, provide 2 cleanings per week as follows:

3 **FIXTURES:** Toilet bowls, toilet seats, urinals and sinks will be cleaned and
4 sanitized each service. Bright metal will be cleaned and polished each service.

5
6 **TRASH CONTAINERS:** Trash containers will be emptied each service and
7 trash removed. Exterior of containers will be spot cleaned each service. Plastic
8 liners will be installed from Tenant's stock.

9
10 **GLASS:** Glass and mirrors will be cleaned and polished each service.

11
12 **WALLS:** Splash marks will be removed from walls around sinks and dispensers
13 each service. Ceramic walls will be spot cleaned each service. Partition walls and
14 doors will be spot cleaned each service, wiped down and sanitized monthly.

15
16 **DISPENSERS:** Dispensers will be cleaned and polished each service and
17 supplies installed from Tenant's stock.

18
19 **FLOORS:** Floors will be swept, damp mopped and sanitized each service.

- 20
21 B. Landlord may periodically inspect and evaluate Tenant's cleaning of the Leased
22 Premises. If Landlord determines that the quality of Tenant's cleaning does not
23 meet Landlord's standard for the cleaning of its other public buildings, Landlord
24 may give notice of default to Tenant in accordance with Section 21(A).
- 25 C. Tenant will provide at its expense all paper products for the restrooms located in
26 the front entrance of the Building on the main floor.
- 27 D. Landlord will maintain the interior and exterior of the Leased Premises
28 (including, but not limited to, the roof) in such a condition and state of repair as
29 will allow the Leased Premises to be used by Tenant for the uses described in
30 Section 4.
- 31 E. Tenant is responsible for any damages to the Leased Premises or the Building
32 caused by its staff, students or contractors.

33 8. Snow Plowing and Snow Removal.

- 34 A. Landlord will provide or arrange for the plowing and removal of snow from the
35 Building's parking lots. As of the date of this Lease Landlord will plow the South
36 parking lot itself, and Summit County Government will plow of the North parking
37 lot.
- 38 B. The Landlord will provide, either through a contractor or by use of Landlord's
39 own employees, at Landlord's option, once daily snowplowing and/or snow
40 shoveling of the walkways, entrance ways, and handicap access ramps of the

1 Building from October 1 through April 30 during the term of this Lease. Tenant
2 will reimburse Landlord for the actual costs incurred by Landlord in providing
3 such service, not to exceed the total sum of \$1,000.00 each year.

4 C. If Tenant requires snowplowing and/or snow shoveling from the walkways,
5 entrance ways, and handicap access ramps of the Building in addition to that
6 provided by Landlord pursuant to Subsection 8(B), Tenant must provide such
7 service at its cost.

8 9. Parking. As part of this Lease, Tenant's students and faculty may use the Building's
9 paved parking lots. Such parking use is subject to any reasonable regulations
10 promulgated by Landlord to regulate the use of such area.

11 10. Tenant's Payments. Tenant will reimburse Landlord for those costs described in Section
12 6(B)(utilities) and Section 8(B)(snow shoveling) within 30 days of the date of Landlord's
13 invoice. Tenant will pay a late charge of 5% on any amount not received by Landlord
14 within 30 days of the due date.

15 11. Alterations and Improvements. Tenant may not make any improvement to or change of
16 any portion of the Leased Premises without Landlord's prior written consent.

17 12. Signs. Tenant may not post, place, affix, erect, or display any sign within or outside of
18 the Leased Premises without Landlord's prior approval. In considering Tenant's request
19 to place a sign within or outside of the Leased Premises, Landlord acts in its capacity as
20 landlord of the Leased Premises, and not in its governmental capacity. Landlord may
21 remove any sign placed within or outside of the Leased Premises in violation of the
22 portions of this subparagraph. Tenant will maintain all signs located within or outside of
23 the Leased Premises in good, clean, and attractive condition. Tenant will remove all signs
24 placed by Tenant within or outside of the Leased Premises at the expiration or earlier
25 termination of this Lease, and repair any damage or injury caused thereby. If not so
26 removed by Tenant, the Landlord may remove such sign(s) at Tenant's expense.

27 13. Surrender of Leased Premises; Removal of Tenant's Property. At the end of the term of
28 this Lease Tenant will surrender the Leased Premises to the Landlord in as good a
29 condition as existed at the time of the commencement of this Lease, normal wear and tear
30 excepted. At the end of the term of this Lease Tenant will remove its property from the
31 Leased Premises. Any of Tenant's property not removed from the Leased Premises
32 within 30 days after the expiration or earlier termination of this Lease will be considered
33 abandoned and Landlord will have the right (but not the duty), without any notice to
34 Tenant, to sell or otherwise dispose of the same at the expense of the Tenant, and
35 Landlord will not be accountable to the Tenant for any part of the proceeds of such sale,
36 if any.

37 14. Inspection of Leased Premises. Tenant acknowledges that it is familiar with the condition
38 of the Leased Premises. Tenant accepts the Leased Premises in "AS IS" condition,
39 without recourse to Landlord for any dangerous conditions, known or unknown.

- 1 15. Access To Leased Premises. Landlord and Landlord’s agents and representatives have the
2 right to enter the Leased Premises at any time for any purpose.
- 3 16. Hazardous Materials. Tenant will not store or permit the storage on the Leased Premises
4 of any type of hazardous or similar material which is regulated by federal, state or local
5 regulation without prior written consent of the Landlord. Tenant will obtain Landlord’s
6 permission before storing any hazardous materials, including paint, on the Leased
7 Premises. Landlord approves Tenant’s use and storage of regulated chemicals in
8 connection with Tenant’s Photography Lab and Ceramics Studio; provided, however,
9 Tenant will comply with all applicable OSHA regulations when using such regulated
10 chemicals, including appropriate signage and material safety data sheets (MSDS).
- 11 17. Assignment. Tenant will not sublet the Leased Premises, or any part thereof, or assign
12 this Lease, or any part hereof, without the prior written consent of the Landlord.
- 13 18. Insurance.
- 14 A. Tenant will procure and maintain the minimum insurance coverages listed below.
15 Such coverages will be procured and maintained with forms and insurers
16 acceptable to the Landlord. All coverages will be continuously maintained to
17 cover all liability, claims, demands, and other obligations assumed by Tenant
18 pursuant to Section 19. In the case of any claims-made policy, the necessary
19 retroactive dates and extended reporting periods will be procured to maintain such
20 continuous coverages. Tenant’s required insurance coverages under this Lease
21 will be as follows:
- 22 i. worker’s compensation insurance to cover obligations imposed by
23 applicable laws for any employee of Tenant. Evidence of qualified self-
24 insured status may be substituted for the Worker’s Compensation
25 requirements of this Subsection.
- 26 ii. commercial general liability insurance with limits of liability of not less
27 than the limits of liability established from time to time under the
28 Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.
29 (“*Act*”).
- 30 B. The Tenant’s commercial general liability insurance policy required by
31 Subsection 18(A)(ii) will be endorsed to include the Landlord and Landlord’s
32 officers and employees as additional insureds.
- 33 C. Every policy required of Tenant by this Section 18 will be primary insurance, and
34 any insurance carried by Landlord, its officers, or its employees, or carried by or
35 provided through any insurance pool of Landlord, will be excess and not
36 contributory insurance to that provided by Tenant.
- 37 D. Tenant will be solely responsible for any deductible losses under any policy
38 required by this Section 18.

1 E. Within 30 days of the execution of this Lease, and upon each renewal or
2 replacement of Tenant's required insurance policies throughout the term of this
3 Lease, a certificate of insurance will be completed by Tenant's insurance agent
4 and provided to the Landlord as evidence that policies providing the required
5 coverages, conditions, and minimum limits are in full force and effect. Landlord
6 may reviewed and approve such certificate. The certificate will identify this Lease
7 and will provide that the coverages afforded under the policies will not be
8 canceled or terminated until at least 30 days' prior written notice has been given
9 to Landlord. The completed certificate of insurance must be sent to:

10 Town Clerk
11 P.O. Box 168
12 Breckenridge, CO 80424
13

14 F. Both the Landlord and the Tenant are relying on, and do not waive or intend to
15 waive by any provision of this Lease, the monetary limitations (presently
16 \$150,000 per person and \$600,000 per occurrence) or any other rights,
17 immunities, and protections provided by the Act, as from time to time amended,
18 or any other limitation or defense otherwise available to Landlord or Tenant, their
19 officers, or their employees.

20 19. Indemnification. To the extent permitted by applicable law, and subject to the limits of
21 liability established from time to time by Act (if the Act is applicable), Tenant will
22 indemnify and defend the Landlord, its officers, employees and insurers from and against
23 all liability, claims, and demands on account of injury, loss, or damage, including,
24 without limitation, claims arising from bodily injury, personal injury, sickness, disease,
25 death, property loss or damage, or any other loss of any kind whatsoever, which arise out
26 of or are in any manner connected with Tenant's occupancy of the Leased Premises
27 pursuant to this Lease. Tenant will investigate, handle, respond to, and provide defense
28 for and defend against any such liability, claim, or demand at the sole expense of Tenant.
29 Tenant will also pay all other costs and expenses related thereto, including court costs
30 and attorney's fees.

31 20. Non-liability Of Landlord. Tenant releases Landlord, and Landlord's representatives,
32 agents, and employees, from any and all liability for any injury or damage to Tenant, or
33 to Tenant's property located on or about the Leased Premises, resulting from any cause
34 whatsoever, except injury or damage caused by the gross negligence or willful act or
35 omission of Landlord, or the representatives, agents, and employees of Landlord.

36 21. Default.

37 A. Tenant's Default. Tenant will be in default under this Lease if it fails to comply
38 with any of the applicable terms, provisions, or covenants of this Lease within 3
39 days following service of a demand for compliance notice by Landlord in
40 accordance with Section 24.

1 B. Landlord's Default. Landlord will be in default under this Lease if Landlord fails
2 to comply with any of the terms, provisions or covenants of this Lease within 3
3 days following service of a written notice of default by Tenant in accordance with
4 the provisions of Section 24.

5 C. Default Not Capable of Cure Within Three Days. If the nature of a default is such
6 that more than 3 days are reasonably required for its cure, then the defaulting
7 party will not be in default under this Lease if it begins to undertake action to cure
8 the default within the 3 day period and thereafter prosecutes such cure to
9 completion with due diligence and in good faith. Any cure period will terminate at
10 any time that the default becomes incurable or when the cure efforts become
11 futile.

12 22. Remedies Upon Default.

13 A. Remedies of Landlord. If the Tenant is in default under this Lease, Landlord has
14 all of the remedies provided for in such circumstances by Colorado law,
15 including, without limitation, the right to terminate this Lease by written notice to
16 Tenant. Upon the occurrence of such event Tenant will immediately surrender the
17 Leased Premises to Landlord and, if Tenant fails to do so, Landlord may, without
18 prejudice to any other remedy which it may have for possession or arrearages in
19 rent, enter upon and take possession of the Leased Premises and expel or evict
20 Tenant and any other person who may be occupying the Leased Premises or any
21 part thereof, by force if necessary, without being liable for any claim for damages
22 therefore.

23 B. Remedies of Tenant. If the Landlord is in default under this Lease, Tenant has all
24 of the remedies provided for in such circumstances by Colorado law.

25 23. Attorney's Fees. If any action is brought in a court of law by either part to this Lease
26 concerning the enforcement, interpretation, or construction of this Lease, the prevailing
27 party, either at trial or upon appeal, is entitled to reasonable attorney's fees and costs,
28 including expert witness's fees, incurred in the prosecution or defense of such action.

29 24. Notice. All notices required or permitted under this Lease must be given by registered or
30 certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier
31 delivery, or fax copy directed as follows:

32 If intended for Landlord to:

33
34 Town of Breckenridge
35 P.O. Box 168
36 150 Ski Hill Road
37 Breckenridge, Colorado 80424
38 Attn: Town Manager
39 Fax number: (970) 547-3104
40 Telephone number: (970) 453-2251

1
2 with a copy in each case (which will not constitute notice) to:

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

11
12 If intended for Tenant, to:

13
14 Colorado Mountain College District
15 PO Box 2208
16 Breckenridge, CO 80424
17 Fax number: (970) 453-2209
18 Telephone number: (970) 453-6757

19
20 Any notice delivered by mail in accordance with this Section 24 will be effective on the
21 third business day after the notice is deposited in any post office or postal box regularly
22 maintained by the United States postal service, postage prepaid. Any notice delivered by
23 fax in accordance with this Section will be effective upon receipt if concurrently with
24 sending by fax receipt is confirmed orally by telephone and a copy of said notice is sent
25 by certified mail, return receipt requested, on the same day to that intended recipient.
26 Any notice delivered by hand or commercial carrier will be effective upon actual receipt.
27 Either party, by notice given as above, may change the address to which future notices
28 may be sent. E-mail is not a valid method for giving notice under this Lease.

29
30 25. Miscellaneous.

- 31 A. The terms “will” and “will not” indicate a mandatory obligation to act or to
32 refrain from acting as indicted in context in which such terms are used.
- 33 B. Time is of the essence of this Lease.
- 34 C. Any consent, permission or approval required to be given by Landlord under this
35 Lease may be granted, withheld, or conditionally approved in Landlord’s sole and
36 absolute discretion.
- 37 D. Landlord is not a partner, associate, or joint venturer of Tenant in the conduct of
38 its business at the Leased Premises.
- 39 E. There are no third party beneficiaries of this Lease.
- 40 F. This Lease and the Contract of Sale contain the complete and final expression of
41 the agreement between the parties as to the subject matter of this Lease. There are

- 1 no promises, representations, or inducements except as provided in this Lease and
2 the Contract of Sale.
- 3 G. This Lease may be modified or amended only by a duly authorized written
4 instrument executed by the parties hereto. Oral amendments to this Lease are not
5 permitted.
- 6 H. This Lease is to be interpreted in all respects in accordance with the laws of the
7 State of Colorado. The parties agree to the jurisdiction and venue of the courts of
8 Summit County, Colorado in connection with any dispute arising out of or in any
9 matter connected with this Lease.
- 10 I. This Lease may be executed simultaneously in two or more counterparts, each of
11 which will be considered an original for all purposes and all of which together
12 will constitute but one and the same instrument.
- 13 J. For all purposes contemplated in this Agreement, including execution of this
14 Lease, facsimile or scanned signatures will be as valid as the original. Both
15 parties waive any claim or defense that a facsimile or scanned signature is not
16 valid, or is not the best evidence of signature.
- 17 K. Section headings are inserted for convenience only and in no way limit or define
18 the interpretation to be placed upon this Lease.
- 19 L. The failure of either party to exercise any of its rights under this Lease will not be
20 a waiver of those rights. A party waives only those rights specified in writing and
21 signed by the party waiving its rights.
- 22 M. This Lease will **NOT** be recorded in the real property records of the Clerk and
23 Recorder of Summit County, Colorado.
- 24 N. Both parties acknowledge having had the opportunity to participate in the drafting
25 of this Agreement. This Agreement will not be construed against either party
26 based upon authorship.
- 27 O. This Lease is binding upon, and inures to the benefit of, the parties and their
28 respective successors and permitted assigns.
- 29 P. Both parties hereby acknowledge receipt of a complete and signed copy of this
30 Lease.
- 31

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LANDLORD:

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By _____
Timothy J. Gagen, Town Manager

[Affix Town Seal Here]

ATTEST:

Mary Jean Loufek, CMC, Town Clerk

TENANT:
COLORADO MOUNTAIN JUNIOR COLLEGE
DISTRICT, a Colorado statutory junior college
district

By _____

Title: _____

Exhibit "A"

Depiction of Leased Premises

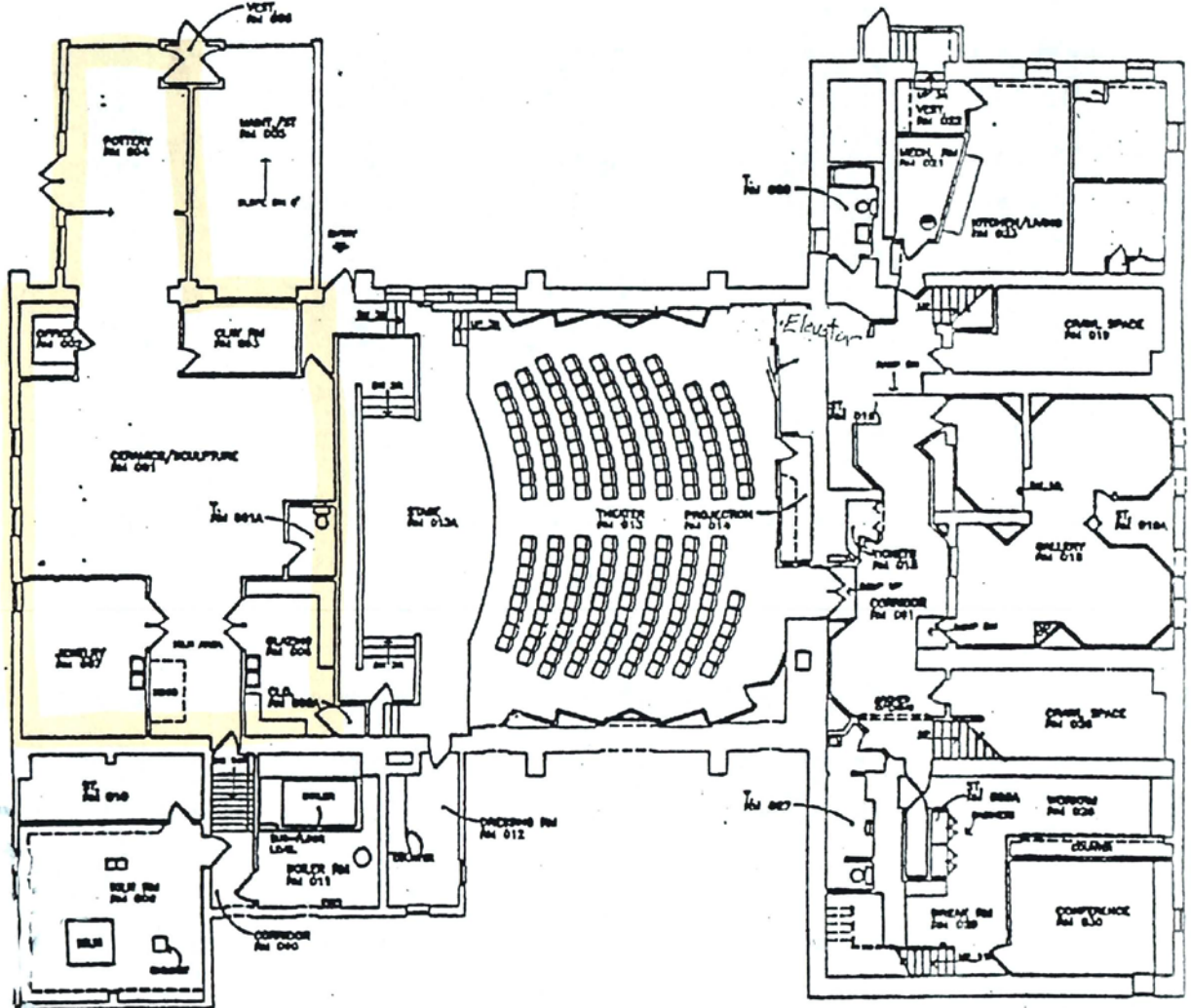
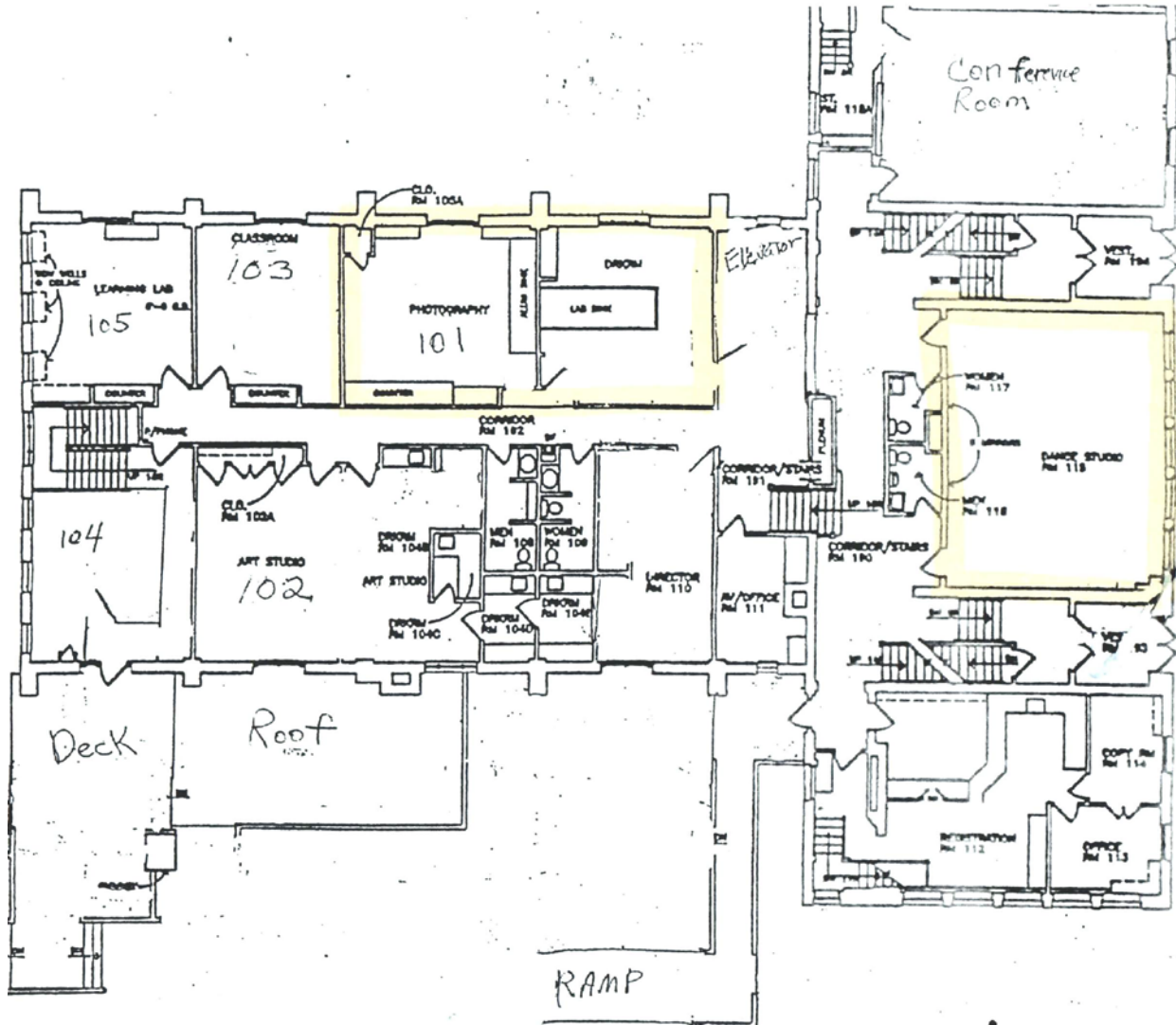


Exhibit "A" (Continued)

Depiction of Leased Premises



TIMOTHY H. BERRY, P.C.

A Professional Corporation
Attorney At Law

P.O. Box 2
Leadville, CO 80461

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

Timothy H. Berry

December 2, 2011

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

RE: Proposed 2012 Legal Services Agreements

Dear Mayor Warner and Councilmembers:

It is time for the Council to consider my agreement for fiscal 2012.

Enclosed is a proposed agreement. It is identical in substance to the contracts that you approved last year.

I look forward to continuing my relationship with the Town.

Seth Murphy will independently submit his proposal to continue to serve as the Town's Municipal Court Prosecutor.

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

Very truly yours,



Timothy H. Berry

THB

A RESOLUTION

SERIES 2011

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR ATTORNEY SERVICES WITH TIMOTHY H. BERRY, P.C. FOR 2012

WHEREAS, the Town of Breckenridge desires to enter into a Town Attorney Agreement with Timothy H. Berry, P.C. for 2012;

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

Section 1. The Town Attorney Agreement with Timothy H. Berry, P.C. for 2012, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof, is hereby approved by the Town Council.

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

RESOLUTION ADOPTED AND APPROVED this 13^h day of December, 2011.

ATTEST:

TOWN OF BRECKENRIDGE

Mary Jean Loufek, CMC, Town Clerk

John G. Warner, Mayor

APPROVED IN FORM

Town Attorney

Date

TOWN ATTORNEY AGREEMENT

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

WITNESSETH:

1. The Town does hereby employ and retain the Attorneys as Town Attorney for the period commencing January 1, 2012 and ending December 31, 2012. The Attorneys shall perform the services as more fully described in Paragraph 3 of this Agreement.
2. The Attorneys accept such employment and agree to perform the duties required of it as Town Attorney in a competent and professional manner.
3. The Attorneys are hired to, and shall perform, the following duties:
 - A. Act as legal advisor to, and be the attorney and counsel for, the Town Council.
 - B. Advise any Town officer, department head or staff member in matters relating to his or her duties. To facilitate the performance of this duty, Timothy H. Berry, President of Attorneys, shall be available in the Town Hall offices from 9:00 a.m. to 4:30 p.m. each Tuesday, except on those Tuesdays when the Timothy H. Berry is to attend a Town Council or Planning Commission meeting, in which event he shall be available until the conclusion of such meeting.
 - C. Prepare and review ordinances, contracts and other written instruments when requested by the Town Council, municipal officials or staff members and promptly give its opinion as to the legal consequences thereof.
 - D. Call to the attention of the Town Council, municipal officials and staff members all matters of law, and changes and developments therein, which affect the Town.
 - E. Have Timothy H. Berry attend all regular and special meetings of the Town Council.
 - F. Have Timothy H. Berry attend regular and special Town Planning Commission meeting when requested to do so by the Town staff or the Planning Commission.
 - G. Have Timothy H. Berry attend meetings of the Breckenridge Open Space Advisory Commission when requested to do so by the Town staff or the Open Space Advisory Commission.

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

2012 TOWN ATTORNEY AGREEMENT

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

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

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

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

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

2012 TOWN ATTORNEY AGREEMENT

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

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

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

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

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

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

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

By: _____
Timothy H. Berry, President



620 Main St., P.O. Box 280
Frisco, Colorado 80443
Office 970-668-0176
FAX 970-668-3757
E-MAIL: sethm@friscolawyers.com
www.friscolawyers.com

**RICHMOND, SPROUSE
& MURPHY, LLC**
Attorneys at Law

Mark Richmond
Frederick V. Sprouse
Seth Murphy

December 5, 2011

Mayor John Warner
Breckenridge Town Council
Via Email

**Re: BRECKENRIDGE MUNICIPAL COURT
PROSECUTOR LEGAL SERVICES**

Mayor Warner:

I am writing to inform the Town Council that, as of January 1, 2012, I will be relocating my law practice to the south Denver law firm of Spierer, Woodward, Corbalis & Goldberg, P.C., and the intent of this letter is to both to advise the Council of my relocation and to express my continued interest in serving as the prosecutor in the Breckenridge Municipal Court, if the Council so desires.

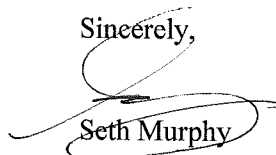
The decision to relocate from the Summit County community has been a difficult one. However, the professional opportunity that arose at my new firm was something that could not be passed up. We will be moving to the Ken Caryl area, which will hopefully offer convenient access to both the mountains and my new office in the Inverness area.

Regarding the possibility of continuing to serve as the Town's prosecutor, I believe I will be able to provide a similar level of service to the Town from the Denver area as I currently do from my Frisco office (or previously did from my Leadville office). Other than the twice per month court appearances, which will simply require more driving, the vast majority of my work is performed by telephone and email, and I foresee continuing to have adequate time to continue to perform those services from my new office.

My current annual contract with the Town expires on December 31, 2011, and I have submitted a proposed contract for year 2012 with this letter. I greatly enjoy serving as the Municipal Court prosecutor and the interaction it brings with Court, Police Department, Community Development and other Town Staff, and being involved in the Town's justice system is rewarding, interesting, and often entertaining. As such, I would love to be able to continue to serve in that position through 2012 and beyond.

Thank you. Please do not hesitate to contact me with any questions or concerns raised by this letter. I understand that this matter has been included on the Council's work session agenda on December 13, 2011, and I plan to attend that meeting to answer any questions that arise.

Sincerely,



Seth Murphy

A RESOLUTION

SERIES 2011

A RESOLUTION APPROVING AN AGREEMENT FOR MUNICIPAL COURT PROSECUTION SERVICES WITH SPIERER, WOODWARD, CORBALIS & GOLDBERG, P.C.

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

WHEREAS, the Town Attorney has requested that the Town Council employ the law firm of Spierer, Woodward, Corbalis & Goldberg, P.C. to act as municipal court prosecutors for the Town of Breckenridge for 2012; and

WHEREAS, a proposed Municipal Court Prosecutor Agreement between the Town and Spierer, Woodward, Corbalis & Goldberg, P.C., has been prepared, a copy of which is marked Exhibit "A", attached hereto and incorporated herein by reference ("Agreement"); and

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

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

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

Section 1. The proposed Municipal Court Prosecutor Agreement with Spierer, Woodward, Corbalis & Goldberg, P.C. (Exhibit "A" hereto) is approved; and the Mayor and Town Clerk are hereby authorized, empowered and directed to execute such Agreement for and on behalf of the Town of Breckenridge.

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

RESOLUTION ADOPTED AND APPROVED this 13th day of December, 2011.

ATTEST:

TOWN OF BRECKENRIDGE

Mary Jean Loufek, CMC, Town Clerk

John G. Warner, Mayor

APPROVED IN FORM

Town Attorney

Date

MUNICIPAL COURT PROSECUTOR AGREEMENT

This Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Town") and SPIERER, WOODWARD, CORBALIS & GOLDBERG, P.C., a California professional corporation ("Attorneys").

WITNESSETH:

1. The Town does hereby employ and retain the Attorneys to act as the prosecutor in the Town's Municipal Court ("Prosecutor") for the period commencing January 1, 2012 and ending December 31, 2012. The Attorneys shall perform the services as more fully described in Paragraph 3 of this Agreement.
2. The Attorneys accept such employment and agree to perform the duties required of it as Prosecutor in a competent and professional manner.
3. The Attorneys are hired to, and shall perform, the following duties:
 - A. Prosecute all matters brought in the Town's Municipal Court ("Municipal Court"), including having Seth Murphy, or another competent prosecuting attorney, appear on behalf of the Town in each session of the Municipal Court, which sessions are generally scheduled on the second and fourth Wednesday of each month, with additional sessions scheduled as required by the Municipal Court's schedule.
 - B. Unless otherwise requested by the Town, represent the Town in any appeals of Municipal Court matters.
 - C. Advise any Town officer, department head or staff member in matters relating to Municipal Court.
 - D. Have Seth Murphy attend Town Council or other Town meetings when requested to do so by the Town Council or Town staff.
4. As compensation for the services to be provided by the Attorneys as set forth in Paragraph 3, the Town shall pay the Attorneys the sum of \$105.00 per hour for each hour expended by Seth Murphy on matters related to the Municipal Court. Attorneys shall also be reimbursed for all reasonable and necessary expenses which it may pay or incur on behalf of the Town in connection with Municipal Court matters including, but not limited to, the cost of subpoenas, witness fees and photocopying costs incurred outside of Attorneys' office. Computerized legal research services performed for the Town shall be billed to the Town at the same rate paid by the Attorneys for such services. The Attorneys shall submit to the Town on a monthly basis an itemized billing detailing all services performed for the Town during the preceding month. The Attorneys' monthly statement for services rendered shall be mailed to the Town on or before the fifth day of each month and shall be paid by the Town not later than the 15th day of each month.

2012 FEE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

2012 FEE AGREEMENT

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

ATTEST:

TOWN OF BRECKENRIDGE

Town Clerk

John Warner, Mayor

SPIERER, WOODWARD, CORBALIS
& GOLDBERG, P.C.

By: Seth Murphy, Attorney



MEMORANDUM

To: Mayor and Town Council
From: Rick Holman, Chief of Police
Date: December 13, 2011
Subject: Resolution to approve IGA for DERA (Designated Emergency Response Authority)

Staff is recommending the Town Council approve a resolution that will allow the Town Manager to enter into an IGA with the other Towns, the County, and the Summit County Fire Authority (SFA) for aid in hazardous materials incidents.

Under this agreement the Summit Fire Authority (SFA) has established the Summit County Hazardous Materials Team (SCHMT) which will perform certain functions for the Town related to the handling and control of hazardous substance. The IGA describes the roles and responsibilities of the agencies if a hazardous substance incident occurs and names the SFA as the DERA (Designated Emergency Response Authority) for each Town and the County. Under previous agreements, the Sheriff's Department was named as the DERA for each Town. With the expiration of the previous agreement it was determined it would be more efficient to house all hazardous material incidents under one entity, the SFA.

This IGA states that should there be a hazardous substance incident in the Town limits, the SFA authority will dispatch a response team to contain and control the scene. The DERA shall maintain all responsibility to ensure that proper clean up activities have been engaged and will work to recover the costs for that response from the responsible party. The Town is only responsible for any costs not recovered from that incident. It is my understanding that most attempts at cost recovery are successful.

The Town's annual cost to maintain the SCHMT for 2012 is \$7,387.28 with an annual increase not to exceed 5%. This cost is in accordance with what we have been paying in past years and is included in our approved 2012 budget.

The effective date of this IGA is January 1, 2012, and automatically renew for up to five (5) one-year renewal terms unless terminated by a party.

1 ATTEST:

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7 Mary Jean Loufek, CMC,
8 Town Clerk

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10 APPROVED IN FORM

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15 Town Attorney date

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3 **Exhibit "A"**
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5 **INTERGOVERNMENTAL AGREEMENT FOR AID**
6 **IN HAZARDOUS SUBSTANCE INCIDENTS**
7

8 This Intergovernmental Agreement for Aid in Hazardous Substance Incidents (referred to
9 hereafter as the "IGA") is made and entered on this _____ day of _____, 2012 by and
10 between the:

11 COUNTY OF SUMMIT, COLORADO (County),
12 OFFICE OF THE SHERIFF, SUMMIT COUNTY, COLORADO (Sheriff)
13 SUMMIT FIRE AUTHORITY (SFA),
14 TOWN OF BLUE RIVER, COLORADO (Blue River),
15 TOWN OF BRECKENRIDGE, COLORADO (Breckenridge),
16 TOWN OF DILLON, COLORADO (Dillon),
17 TOWN OF FRISCO, COLORADO (Frisco), and
18 TOWN OF SILVERTHORNE, COLORADO (Silverthorne).

19 For the purposes of this Agreement, Blue River, Breckenridge, Dillon, Frisco and Silverthorne
20 shall be referred to together as the "Towns," the Towns and the County shall be referred to
21 together as the "Contributing Parties," and the Contributing Parties, Sheriff and SFA shall be
22 referred to collectively as the "Parties."
23

24 **WITNESSETH**
25

26 **WHEREAS**, the Parties are authorized to enter into intergovernmental agreements
27 pursuant to C.R.S. § 29-1-203; and
28

29 **WHEREAS**, pursuant to C.R.S. § 29-22-102(3)(b), the Board of County Commissioners
30 of Summit County may designate the Summit Fire Authority as the designated emergency
31 response authority (DERA) for hazardous substance incidents occurring within the
32 unincorporated areas of Summit County, Colorado; and
33

34 **WHEREAS**, pursuant to C.R.S. § 29-22-102(3) (a), the Towns may designate the
35 Summit Fire Authority as the DERA for hazardous substance incidents occurring within their
36 respective incorporated jurisdictions; and
37

38 **WHEREAS**, the SFA has established the Summit County Hazardous Materials Team
39 (SCHMT) to perform certain functions relating to the handling and control of hazardous
40 substances; and
41

42 **WHEREAS**, pursuant to C.R.S. § 29-22-102 (1), a DERA may provide and maintain the
43 capability for hazardous substance incident response directly or through mutual aid or other
44 agreements; and
45

EXHIBIT "A"

1 **WHEREAS**, the Parties have previously on September 1, 2008 entered into an
2 Agreement for Aid in Hazardous Substance Incidents, which agreement has expired by its own
3 terms; and
4

5 **WHEREAS**, the Parties desire to enter into this IGA for the purposes of stating their
6 mutual and respective rights and obligations regarding the designation of DERA to the SFA and
7 SCHMT’s provision of hazardous substance incident related functions; and
8

9 **WHEREAS**, the interests of the public are best served by the Parties entering into such
10 an agreement for the purpose of providing hazardous substance incident related functions in their
11 respective jurisdictions.
12

13 **NOW, THEREFORE**, in consideration of the mutual benefits that will inure to the
14 public and the Parties, and the mutual covenants, agreements and promises set forth hereinafter,
15 the Parties hereto agree as follows:
16

17 I. **Purpose.** The purpose of this IGA is to state the Parties’ mutual and respective rights and
18 obligations regarding the provision of hazardous substance incident response and
19 administrative functions in Summit County, Colorado in accordance with all applicable laws,
20 regulations and standards.
21

22 II. **IGA Summary.**

23 A. This section is intended to provide a brief general overview of the IGA; provided,
24 however that the specific provisions of this IGA shall control in all circumstances.

25 B. The SFA shall be the DERA for the Contributing Parties. SFA, through its SCHMT,
26 shall provide certain hazardous substance response services for the DERA. The
27 Contributing Parties shall each pay SFA an annual fee for providing hazardous substance
28 response services in their respective jurisdictions. Costs related to hazardous substance
29 incidents that are not recovered from the person or entity responsible for such incident
30 shall be the responsibility of the Party in whose jurisdiction the incident occurred.
31

32 III. **Definitions.** Unless otherwise specifically defined herein, all defined terms contained in this
33 IGA shall have the meaning set forth for them in Section 29-22-101, et seq., C.R.S.; Section
34 1507-10 of the Code of Colorado Regulations, 8 CCR 1507-10; Section 1507 – 22 of the
35 Code of Colorado Regulations, 8 CCR 1507-22 as amended. Other special terms not defined
36 in this paragraph shall be the same as those established by applicable State and Federal
37 statutes and rules and regulations regarding hazardous substances.
38

39 A. “Hazardous Substance Scene” means the specific and limited area immediately
40 contiguous with or adjacent to vehicles, facilities, or containers containing any hazardous
41 substance where the potential exists that such hazardous substance may be spilled,
42 discharged, or released, or the area immediately surrounding any spilled, discharged, or
43 released hazardous substance and any additional area needed as determined by the
44 person(s) operating as the Incident Commander. The scene shall also include those areas

EXHIBIT “A”

1 and facilities contaminated as a direct result of the incident although such areas and
2 facilities may not be contiguous or adjacent to the initial spill location.

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4 B. “Emergency Response to a Hazardous Substance Incident” means taking the initial
5 emergency actions necessary to minimize the effects of a hazardous substance incident.

6
7 C. “Summit County Hazardous Materials Team” (“SCHMT”) means a specially equipped
8 and trained team of personnel organized by the SFA to provide the capable response to
9 incidents involving a hazardous substance. All team members must meet the minimum
10 standards of 29 C.F.R. 1910.120(q)(6)(ii) “First Responder Operations Level” or 29
11 C.F.R. 1910.120(q)(6)(iii) “Hazardous Materials Technician”. Any Party participating in
12 this IGA may provide membership to the SCHMT.

13
14 D. “Incident Command System” (“ICS”) means the system adopted by the various fire
15 protection agencies operating within the boundaries of Summit County.

16
17 E. “Incident Commander” means the person serving to control and coordinate all response
18 actions associated with the incident. Hazardous Substance Incident Commanders must
19 meet the requirements of 29 C.F.R. 1910.120(q)(6)(v) “On Scene Incident Commander”
20

21 F. “Jurisdiction” for the County means the unincorporated areas of Summit County, except
22 for any federal, state or county highway located outside of municipal limits, and; for each
23 Town the term “Jurisdiction” means their respective incorporated areas.

24
25 G. “SCHMT Operations” means the portion of the response serving to perform the actual
26 tasks in stabilizing and/or controlling a hazardous substance incident.

27
28 H. “SCHMT Operations Chief and/or Hazardous Materials Branch Manager” mean the
29 person reporting to the Incident Commander to supervise the SCHMT operations.
30

31 **IV. Effective Date and Term.** The effective date of this IGA is January 1, 2012 and the IGA
32 shall expire on December 31, 2012. Upon the expiration of its initial term, the IGA shall
33 automatically renew for, up to, five (5) one-year renewal terms unless it is terminated by a
34 Party in accordance with Section IX., Termination, below.
35

36 **V. Rights and Duties of the Parties.**

37
38 **A. County’s Rights and Duties.**

- 39 1. The County hereby states and affirms that its governing body has officially
40 designated the SFA as the DERA for unincorporated Summit County, Colorado.
41 2. The County agrees to pay SFA for its performance of services hereunder in
42 accordance with the terms and conditions of Section V.E., Financial Obligations of
43 Contributing Parties.

EXHIBIT “A”

- 1 3. The County acknowledges and agrees that it is responsible for costs related to
2 hazardous substance incidents occurring within its jurisdiction that are not recovered
3 from the person or entity responsible for such incident. See a special provision for
4 any situation where the County is the generator and responsible party for the
5 hazardous substance incident in section F.4a.
- 6 4. The County, through its Summit County Communications Center (SCCC), shall
7 dispatch the SCHMT to respond to hazardous substance incidents occurring within
8 the jurisdictions of the Contributing Parties. Requests for aid though the SCCC shall,
9 to the extent such information has been made available to the dispatcher, include
10 information regarding:
 - 11 a. Incident location;
 - 12 b. Type and quantity of the hazardous substance involved;
 - 13 c. Any facilities, areas, and/or properties that may be impacted by the hazardous
14 substance;
 - 15 d. Geography and weather conditions at the location of the incident.

16
17 **B. Towns' Rights and Duties.**

- 18 1. The Towns each hereby state and affirm that their respective governing bodies have
19 officially designated the SFA as the DERA for their respective jurisdictions.
- 20 2. The Towns each agree to pay SFA for its performance of services hereunder in
21 accordance with the terms and conditions of Section V.E., Financial Obligations of
22 Contributing Parties.
- 23 3. The Towns each acknowledge and agree that they are responsible for costs related to
24 hazardous substance incidents occurring within its respective jurisdiction that are not
25 recovered from the person or entity responsible for such incident. See a special
26 provision for any situation where the Town is the generator and responsible party for the
27 hazardous substance incident in section F.4a.

28
29
30 **C. SFA's Rights and Duties as DERA.**

- 31 1. The SFA hereby affirms that it accepts its appointment as DERA by and for the
32 County and Towns.
- 33 2. The SFA shall be responsible for the provision of all DERA related functions for the
34 Contributing Parties. The SFA, as DERA, shall provide the DERA related functions
35 required of it hereunder in accordance with all applicable federal, state and local laws,
36 regulations and professional standards, which functions include administration of
37 hazardous substance incident related clean-up activities and making reasonable
38 efforts to collect hazardous substance incident related clean-up costs from the person
39 or entity responsible for such incident.
- 40 3. The DERA shall maintain all responsibility to ensure that proper cleanup activities
41 have been engaged.

42
43 **D. SFA's Rights and Duties as SCHMT Operator.**

EXHIBIT "A"

- 1 1. The SFA, through its SCHMT, hereby agrees to provide the following SCHMT
2 Services for the DERA:
- 3 a. SFA shall provide timely emergency response services for hazardous substance
4 incidents occurring within the jurisdictions of the Contributing Parties.
 - 5 b. In the event of hazardous substance incidents that are beyond the capabilities of
6 SFA, SFA shall be responsible for timely requesting and coordinating incident
7 response by agencies or entities that are capable of providing the necessary
8 hazardous substance incident response services. SFA's responsibility hereunder
9 includes the responsibility of SFA to have in place all necessary agreements or
10 information for identifying, contacting and coordinating timely response by back-
11 up hazardous substance response agencies or entities.
 - 12 c. SFA shall provide the services required of it hereunder in accordance with all
13 applicable federal, state and local laws, regulations and professional standards.
 - 14 d. Except as specifically provided for herein, SCHMT shall have no DERA related
15 responsibilities for the County or Towns. The SCHMT shall not be utilized to
16 clean up the incident scene after their control and stabilization actions have been
17 accomplished.
 - 18 e. SFA will submit invoices to each of the Contributing Parties for their respective
19 annual financial obligations hereunder.
 - 20 f. SFA certifies that, at the time of entering into this IGA, it, on behalf of the
21 SCHMT, has currently in effect all necessary licenses, certifications, approvals,
22 insurance, permits, etc. required to properly perform the services covered by this
23 IGA. SFA warrants that it will maintain all necessary licenses, certificates,
24 approvals, insurance, permits, etc. required to properly perform this IGA.
25 Additionally, all employees of SFA performing services under this IGA shall hold
26 the required licenses or certification, if any, to perform their responsibilities
27 hereunder. Any revocation, withdrawal or non-renewal of necessary licenses,
28 certifications, approvals, insurance, permits, etc. required for SFA to properly
29 perform this Agreement, shall be grounds for termination of this Agreement by
30 the Contributing Parties for default. SFA shall notify the Contributing Parties
31 immediately upon receipt of notice from applicable licensing or regulatory
32 authority of any action brought by such authority affecting any license,
33 certification or approvals required hereunder.
 - 34 g. SFA shall, concurrent with entering this IGA, provide the Contributing Parties
35 with a 5 Year Capital Expenditures Plan for the SCHMT, which plan shall detail
36 anticipated capital purchases and/or anticipated replacement of capital equipment.
37 Provision of the 5 Year Capital Expenditures Plan by SFA, and/or annual updates
38 thereto, shall not obligate the Contributing Parties for such anticipated capital
39 costs.

40
41 **E. Financial Obligations of Contributing Parties**

- 42 1. **2011 Agreed upon contribution amounts:**
- 43 a. The County shall pay SFA \$14,775.00 for its provision of SCHMT Services
44 hereunder.

EXHIBIT "A"

- b. Town of Blue River shall pay SFA \$1,340.12 for its provision of SCHMT Services hereunder.
- c. Town of Breckenridge shall pay SFA \$7,387.28 for its provision of SCHMT Services hereunder.
- d. Town of Dillon shall pay SFA \$7,387.28 for its provision of SCHMT Services hereunder.
- e. Town of Frisco shall pay SFA \$7,387.28 for its provision of SCHMT Services hereunder.
- f. Town of Silverthorne shall pay SFA \$7,387.28 for its provision of SCHMT Services hereunder.
- g. The total financial obligation of the Contributing Parties for the initial term of this IGA is \$45,664.00.

2. **Renewal Terms.** Each of the Parties' respective financial obligations hereunder may increase by an amount not to exceed five percent (5%) annually for each renewal term. Annual review and revision of the Parties' respective financial obligations hereunder will occur at the annual meeting provided for herein below in Section VI. The Contributing Parties respective financial obligations for each renewal term shall be described in writing, which document shall be formally approved by authorized representatives of the Contributing Parties. Failure of any of the Parties to agree to revised financial obligations for the next following renewal term of this IGA shall cause the IGA to terminate on December 31st of the then current calendar year.
3. The Parties payment of their respective financial obligations hereunder for each one-year renewal term of this IGA shall be due and payable to SFA within thirty (30) days of the annual meeting describe herein below in Section VI. Failure of a Party to remit its respective financial obligation amount as provided herein shall cause the IGA to terminate on December 31st of the then current calendar year.
4. Except as specifically agreed to herein for renewal terms, the Parties' mutual and respective financial obligations hereunder shall not increase without the written consent of the each of the Parties.

F. Cost Reimbursement.

1. The SFA, acting as DERA, shall make all legally required and reasonable efforts to recover and reimburse the reasonable, necessary, and documented costs incurred by any Party, or other qualified entity, resulting from actions taken to remove, contain, or otherwise mitigate the effects of a hazardous substance incident from the person or persons who have care, custody, and control of the hazardous substance involved at the time of the incident. The SFA, as DERA, and the SCHMT may adopt procedures for preparing and submitting requests for cost reimbursements and allocation of reimbursement revenues. SCHMT claims for reimbursement shall be submitted to the DERA within 30 days following the date the incident scene is declared safe by the DERA.
2. If the DERA is unable to initiate a satisfactory recovery of claims made on behalf of the SCHMT within 45 days of the incident, the SCHMT reserves the right to request

EXHIBIT "A"

1 written approval from the DERA to pursue such collections on its own behalf. DERA
2 approval of the SCHMT's pursuit of collections hereunder shall not be unreasonably
3 withheld.

- 4 3. Should hazardous substance incident reimbursement proceeds be less than the total
5 reimbursable hazardous substance incident related costs, reimbursement shall be
6 made in a proportionate manner to the involved entities.
- 7 4. Unrecovered reimbursable hazardous material incident related costs shall be paid by
8 the jurisdictional entity, Town or County, in which the hazardous substance incident
9 occurred, however, absent the situation in '4a' described below, the Town or County
10 shall not be responsible for paying unrecovered reimbursable costs incurred by the
11 SFA or the SCHMT.
- 12 4a. In the situation where the Town or the County are the generator and responsible party
13 for the hazardous substance incident then the Town or the County will be responsible
14 for paying reimbursable hazardous substance incident costs for only expendable
15 supplies and equipment incurred by the SFA or its SCHMT once the dollar cost for
16 replacement for these items exceeds \$5000.00.
- 17 4b. All reimbursement of costs coordinated by the DERA or SCHMT shall follow the
18 rules for reimbursement as promulgated by the Colorado Department of Public Safety
19 pursuant to Section 29-22-104 (6)(a), C.R.S.
- 20 5. The Parties hereto further agree to pursue all additional reimbursement as may be
21 made available pursuant to C.R.S. 29-22-105, and shall agree to any subrogation
22 requirements mandated as a condition of such reimbursement, if appropriate.
23

24 **VI. Meetings and Reporting.**

- 25 A. Representatives of the SFA shall meet at least annually with the County and Towns to
26 report on and discuss DERA and SCHMT status, activities and related matters including
27 renewal of the IGA. The annual meeting shall be an agenda item for the regularly
28 scheduled meeting of the managers for the County and Towns, which shall also be
29 attended by the Sheriff or his designee. The meeting shall be held not later than July 1st.
30
- 31 B. Prior to the date of the annual meeting, the SFA will provide the Contributing Parties
32 with:
 - 33 1. A budget report, which includes:
 - 34 a. SCHMT revenues and expenses for the past fiscal (January to December) year;
 - 35 b. SCHMT account balances;
 - 36 c. Recommendations for funding by the Contributing Parties for the next following
37 renewal term, and;
 - 38 d. An updated 5 Year Capital Expenditures Plan for the SCHMT is due annually
39 with budget report.
 - 40 2. An activity report for the SCHMT, which describes IGA related activities of the
41 SCHMT during the previous twelve months. Information provided in the activity
42 report shall include:
 - 43 a. Operations Response descriptions;
 - 44 b. Technician Response descriptions;

EXHIBIT "A"

- c. Descriptions of all instances of deviations from required staffing patterns, and;
- d. Special circumstances reports.

C. Prior to the date of the annual meeting, the SFA will provide the other Parties with an activity report for the DERA, which report shall describe DERA hazardous substance incident related administration and collection activities for the past year.

D. Representatives of the Parties shall meet with each other on an as needed basis to address issues related to the subject matter of this IGA.

VII. **Indemnification of Contributing Parties.** SFA for itself and on behalf of the SCHMT agrees to defend, indemnify and hold harmless all Contributing Parties as well as their employees and agents, from and against any cost, and liabilities of any kind incurred as a result of any act or omissions by the SFA, the SCHMT, or its employees, agents, subcontractors, or assignees arising out of SFA's provision of Services hereunder.

VIII. **Insurance Requirements.** SFA shall obtain and maintain for the SCHMT at all times during the term of this IGA, insurance in the following kinds and amounts:

A. Standard Worker's Compensation and Employer Liability as required by the State statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.

B. General Personal Injury, and Automobile Liability (including bodily injury, personal injury, and property damage) minimum coverage:

1. Combined single limit of \$600,000 if written on an occurrence basis.
2. Any aggregate limit will not be less than \$1,000,000.
3. Combined single limit of \$600,000 for policies written on a claims-made basis. The policy shall include an endorsement, certificate, or other evidence that coverage extends two years beyond the performance period of the contract.
4. If any aggregate limits are reduced below \$600,000 because of claims made or paid during the required policy period, the SFA shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.
5. The insurance shall include provisions preventing cancellation without 60 days prior notice to the Contributing Parties by certified mail.
6. SFA shall provide certificates showing adequate insurance coverage to the Contributing Parties within 7 working days of IGA execution, unless otherwise provided.

IX. **Termination.**

A. This IGA may be terminated by any Party without cause by providing written notice of intent to terminate its participation in the IGA to each of the other Parties and the SFA not less than ninety (90) days prior to the proposed termination date.

EXHIBIT "A"

1
2 B. In the event that any Party submits a written notice of intent to terminate its participation
3 in the IGA, the IGA shall remain in effect for all Parties, including the terminating Party,
4 until the last day of the then current one-year IGA term.
5

6 C. In no event shall the remaining Parties be responsible for any part of the financial
7 obligation of a Party that terminates its participation in the IGA.
8

9 X. **Notice.** All notices required to be given by the parties hereunder shall be hand delivered
10 or given by certified or registered mail to the individuals at the addresses set forth below.
11 Either party may from time to time designate in writing substitute addresses or persons to
12 whom such notices shall be sent.
13

14 Mayor	Town Manager
15 Town of Blue River	Town of Breckenridge
16 P.O. Box 1784	P.O. Box 168
17 110 Whispering Pines Lane	150 Ski Hill Road
18 Breckenridge, CO 80424	Breckenridge, CO 80424

20 Town Manager	Town Manager
21 Town of Dillon	Town of Frisco
22 P.O. Box 8	P.O. Box 4100
23 275 Lake Dillon Drive	1 Main Street
24 Dillon, CO 80435	Frisco, CO 80443

26 Town Manager	County Manager
27 Town of Silverthorne	Summit County Government
28 P.O. Box 1309	P.O. Box 68
29 601 Center Circle	208 Lincoln Avenue
30 Silverthorne, CO 80498	Breckenridge, CO 80424

32 Sheriff	Chairman
33 Summit County Sheriff's Office	Summit Fire Authority
34 P.O. Box 210	P.O. Box 1132
35 501 North Park Avenue	Frisco, CO 80443
36 Breckenridge, CO 80424	

37
38 XI. **General Terms and Provisions.**

39 A. Independent Contractor. SFA is an Independent Contractor, not an employee of the
40 Contributing Parties and is not in their respective personnel systems. SFA is engaged in
41 an independent trade, occupation, profession or business and is qualified to perform the
42 services pursuant to the IGA. SFA is free to provide services to others and is not required
43 to work exclusively for Contributing Parties. The Parties agreed upon the term of this
44 contract. Payment is set at the contract rate for the work and is not set as a salary or

EXHIBIT "A"

1 hourly-employment rate. Payments shall be made by checks payable to the trade or
2 business name of the SFA and not to any individual. SFA is responsible for providing its
3 own tools and benefits at its own cost. SFA is not entitled to worker's compensation
4 benefits or unemployment insurance benefits unless paid for by SFA and SFA is
5 obligated to pay federal (including social security) and state income tax on any monies
6 earned pursuant to this contract relationship. SFA is responsible for complying with all
7 employment laws and insurance laws relating to its own employees, SFA is and shall
8 remain a separate and distinct entity from the Sheriff and Contributing Parties; the
9 business operations of the Contributing Parties shall in no way combine with the business
10 operations of the SFA.

- 11 B. Governmental Immunity. Nothing in this IGA shall be construed against any party hereto
12 as a waiver of the limitations on damages, or as a waiver of the privileges, immunities, or
13 defenses provided to, or enjoyed by, any of the Parties under common law or pursuant to
14 statute including, but not limited to, the Colorado Governmental Immunity Act, Section
15 24-10-101, et seq., C.R.S. and Sections 24-32-2604, et seq., C.R.S.
- 16 C. Worker Compensations and Pension Benefits. Pursuant to Sections 29-5-109 and 29-5-
17 110, C.R.S., and this IGA, if any personnel of a responding SCHMT member is injured,
18 disabled, or dies as a result of performing services within the boundaries of another
19 jurisdiction, said individual shall remain covered by, and eligible for, workers'
20 compensation and pension benefits, including disability, death, and survivor benefits, to
21 which the individual would otherwise be entitled if the injury, disability, or death had
22 occurred within the jurisdictional boundaries of the responding SCHMT member.
- 23 D. Prior Agreements. The terms of this IGA shall supersede the terms of any pre-existing
24 agreements between SCHMT members regarding responses to hazardous substance
25 incidents and actions or responsibilities except for incidents that do not require the
26 assistance of the SCHMT. This IGA shall not affect or supersede any other agreements,
27 including mutual aid agreements between SCHMT members except as such agreements
28 relate to responses to hazardous substance incidents and actions or responsibilities under
29 the federal Emergency Planning and Community Right-to-Know Act (EPCRA).
- 30 E. Amendment. This IGA may be amended from time to time by written IGA duly
31 authorized by all the parties to this IGA. No modification or waiver of this IGA or any
32 covenant, condition or provision contained herein shall be valid unless in writing and
33 duly executed by all parties.
- 34 F. Authorization. The signatories to this IGA affirm and warrant that they are fully
35 authorized to enter into and execute this IGA, and all necessary actions, notices, meetings
36 and/or hearings pursuant to any law required to authorize their execution of this IGA
37 have been made. The Parties hereto have mutually represented that they possess the legal
38 ability to enter into this IGA. In the event that a court of competent jurisdiction
39 determines that either of the parties hereto did not possess the legal ability to enter into
40 this IGA, this IGA shall be considered null and void as of the date of such court
41 determination.
- 42 G. Whole IGA. This IGA embodies the whole agreement between the Parties regarding
43 responses to hazardous substance incidents and actions or responsibilities under EPCRA,
44 except for incidents that do not require the assistance of the SCHMT, and there are no

EXHIBIT "A"

1 inducements, promises, terms, conditions or other obligations made or entered into by the
2 Parties other than those contained herein.

- 3 H. Successors and Assigns. This IGA shall be binding upon the Parties hereto, their
4 respective successors or assigns. Neither Party may assign, delegate, sublease, pledge, or
5 otherwise transfer any rights, benefits, or obligations under this IGA to any party without
6 the prior written consent of the non assigning party.
- 7 I. Appropriation of Funds/ Multi-Year Contracts. Payment pursuant to this IGA, whether in
8 whole or in part, is subject to and contingent upon the continuing availability of each of the
9 Party’s funds for purposes hereof. In the event that said funds, or any part thereof, become
10 unavailable as determined by a Party, the Party may immediately terminate this IGA in
11 accordance with the termination requirements provided in Section IX above. The obligations
12 of the Parties hereunder shall not constitute a general obligation indebtedness or multiple
13 year direct or indirect debt or other financial obligation whatsoever within the meaning of
14 the Constitution or laws of the State of Colorado.
- 15 J. Severability. All agreements, covenants and terms contained herein are severable, and in
16 the event that any such agreement, covenant, or term is held invalid, by a court of
17 competent jurisdiction, this IGA shall be interpreted as if such invalid IGA, covenant, or
18 term were not contained herein.
- 19 K. Applicable Law. At all times during the performance of this IGA, the Parties herein shall
20 strictly adhere to all applicable federal, state and local laws, rules, and regulations that
21 have been or may hereafter be established. All work and services performed under this
22 IGA shall comply with federal, state and local laws, rules and regulations. This IGA
23 shall be interpreted in all respects in accordance with the laws of the State of Colorado.
24 Venue shall only be proper in Summit County, Colorado.
- 25 L. No Benefit to Inure to Third Parties. This IGA does not and shall not be deemed to
26 confer upon or grant to any third party any right to claim damages or bring any lawsuit,
27 action or other proceedings against either Party because of any breach hereof, or because
28 of any terms, covenants, agreements or conditions contained herein.
- 29 M. Counterparts. This IGA may be executed in counterparts, each of which shall be deemed
30 an original, but all of which shall constitute one and the same instrument.

31
32 IN WITNESS WHEREOF, this Agreement is executed and entered into on the day and year first
33 written above.

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36 **SUMMIT FIRE AUTHORITY SUMMIT COUNTY GOVERNMENT**

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41 _____
42 Chairman Date County Manager Date

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44 EXHIBIT “A”

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SUMMIT COUNTY SHERIFF

Sheriff Date

TOWN OF BRECKENRIDGE

Town Manger Date

TOWN OF DILLON

Town Manager Date

TOWN OF SILVERTHORNE

Town Manager Date

TOWN OF BLUE RIVER

Mayor Date

TOWN OF FRISCO

Town Manager Date

EXHIBIT "A"

Town Council Staff Report

Subject: Breckenridge Stables Horse and Carriage (Class C; PC#2011061)

Project Manager: Chris Neubecker

Date: December 6, 2011 (for Town Council meeting of December 13, 2011)

Applicant/Owner: Breckenridge Stables, LLC

Agent: Brad Bays

Proposal: To operate a horse drawn carriage for rides and tours around Breckenridge as well as provide taxi service for special events, weddings, dinner rides, etc.

Address: Southeast corner of Main Street and Lincoln Avenue

Legal Description: Main Street right-of-way

Land Use District: 19: Commercial

Historic District: Core Commercial Character Area

Adjacent Uses: North: Towne Square Mall
South: Main Street / Commercial
East: Lincoln West Mall (Office and Retail)
West: Main Street / Commercial

The proposed use does not affect density, mass, parking, building height, or setbacks. As such, this staff report will not discuss such issues.

Staff Comments

Waiting Location: The proposed waiting location is at the southeast corner of Main Street and Lincoln Avenue, on Main Street. The location is in front of the Lincoln West Mall. The location would provide good visibility for the operators. It would also allow the carriage operator to turn east into the Historic District without needing to cross traffic on Main Street. Upon returning from a tour, this location would allow the operator to turn right on Main Street (from E. Jefferson Avenue or E. Adams Avenue) without crossing Main Street traffic. This location also has a sewer inlet nearby, and there is no outdoor dining in this area. There would also be no parking spaces that would need to be removed from this location. However, the hotel shuttle stop at this location would likely need to be removed. There is another hotel shuttle stop directly across Main Street from this location.

There has been a suggestion to move the waiting location south to the west side of Main Street near the Welcome Center. Staff investigated this location. It would interfere with transit service in the winter as well as a handicapped parking space. The west side of Main Street would also require the carriage to cross Main Street traffic to begin and end tours of the Historic District. As a result, Staff believes that

the proposed location at Main Street and Lincoln Avenue would work better. (The Welcome Center location could work in summer, if transit service on Main Street is not operating in summer.)

Traffic: The proposed route for Historic District tours is shown on the attached Route Map. Most of the tours will take place within the Historic District, east of Main Street. On occasion, the carriage will be called for taxi service to bring passengers to and from their accommodations to local restaurants or other events. In addition, the carriage will be used for weddings and other private events.

The biggest concern with traffic is operating the carriage on Main Street during busy times of the year and busy times of day. Since the carriage is slow relative to cars, we have added a condition of approval requiring that the carriage travel on Main Street for no more than one block at a time, pulling over at the end of each block to allow cars to pass. We have also added a condition of approval prohibiting operation of the carriage on the 300 block of South Ridge Street (in front of the Post Office) between 11:00 AM – 4:00 PM, Monday through Friday. These are the same conditions that have been in effect in the past.

Cleanup and Odor: Horses will be equipped with harness bags to trap manure, however, these harnesses are not guaranteed, and on occasion manure will be deposited onto Town streets. In order to ensure cleanup of manure and urine, we have added a condition of approval requiring that the Applicant clean up all waste. This includes removal of horse manure and washing down the street each day. This would likely be done by the Applicant with a water truck, which the Applicant has committed to using. Manure will need to be carried away and disposed on private property, and shall not be deposited into any public trash bins, the Blue River or other drainage ways.

We have also added a condition of approval requiring semi-annual (twice per year) cleanup of the storm sewer inlet north of the proposed waiting location. This will be done by the Applicant, or by private contract, and not by the Town of Breckenridge. This condition was added after consultation with the Town of Breckenridge Streets Department.

Staff has received a few complaints about the proposed location, due primarily to the anticipated odor impact. Business owners near the proposed waiting location are concerned about the smell of the horses and manure. Some have indicated that they leave their doors open year round, and that the odor would waft into their shops. Almost every business owner or land owner we have heard from has indicated support to keep the carriage operation in town, but they do not want it near their business.

Staff believes that in the winter in particular, odor is much less of a problem. We believe that in summer, washing down the streets on a daily basis should help to significantly reduce the odor, but we recognize that some odor will likely always remain.

Hitching Post: In the past, this operation has been limited by requiring the carriage operator to remain with the horses at all times. This has led to problems for the operator needing to leave to use bathroom facilities. In order to accommodate the operator, Staff suggests allowing the horses to be secured for brief moments of the day while the operator uses the restroom. The horses could be secured to a nearby lamp post or sign post. If necessary, a hitching post could be installed, but staff does not believe this would be necessary in the new location. This installation of a hitching post would be acceptable to the Applicant and the Public Works Department, if needed.

The Applicant has indicated that the horses are accustomed to traffic and people, and that leaving them unattended for a few minutes would not be a problem. The design and installation of a hitching post will

be reviewed by Staff, if it is needed. We have added a maximum duration of ten (10) minutes for the horses to be unattended. Alternately, the carriage operator could call another employee who could come to the carriage and stay with the horses until the carriage operator returns. This is how the operation was worked until now. (There was one report of a carriage operator relieving himself in an alley rather than calling for backup. The Applicant has since talked with that employee about his problem, and it has not happened again.)

Point Analysis: Staff has found no reason to assign positive or negative points under any Relative policies. We find that the application conforms to all Absolute polices of the Development Code.

Staff Recommendation

The Planning Department has worked closely with the Public Works and Police departments in reviewing this application and the proposed waiting location. We believe that the proposed location will work for the Applicant and the Town. However, we also recognize that the proposed horse and carriage operation may impact nearby businesses due to the odor, which some people find unpleasant. We believe that the requirements for washing down the street and the cleanout of the storm sewer will help to address this issue.

If the Town Council agrees, we believe that the proposed Breckenridge Stables Horse and Carriage application (PC#2011061) can be approved along with the attached Findings and Conditions.

December 7, 2011

Dear Mayor Warner and Members of the Town Council

Breckenridge Stables has been in charge of the carriage rides located at Washington and Main St. since 2002. During those 9 years we have worked hard to make sure our business operates professionally and has in mind the concerns of our neighbors. Extra steps are taken every day to make sure we do the best job possible. Here are a few steps we take. The horses wear diapers to catch all manure. Once the horses use the diaper we empty it as soon as possible into an enclosed container with a lid to contain all sight and smell. When the horses urinate we have buckets of water that we throw on the urine to wash it away. These are the steps we have taken for years and we never had any complaints.

This was the first summer we started getting any complaints of the smell of urine. Because of this we made extra steps to wash the street off better. On warm summer days is when there is a smell of urine but the planning commission has addressed this in the terms and conditions section of my permit. I am now required to wash down my location daily with a water truck using a large amount of water and clean out the drain where the horses stand as well. This should take care of any issues. As for the winter time, I believe there is minimal odor due to the cold temperatures.

Breckenridge Stables Carriage Rides want to operate in a location where everybody agrees. One of the things we love most about Breckenridge is that it's a small town and we do not want to be a nuisance to anyone. I have spoken with many business owners and locals about locations and suggestions for the carriage operation. Their input and the new stricter guidelines in the terms and conditions should end all issues associated with the carriage operation.

Please remember many locals and visitors love to ride in the carriage to see and hear about the history of Breckenridge. This town was founded with a horse and carriage bringing people to and from. The ambiance of the carriage makes the guests and visitors "ooh" and "aah" as they walk or drive by. Photos are taken non-stop each and every day. Calls are made from all over the county to come to Breckenridge to ride in our historic horse and carriage. We hope that this can continue in the years to come.

Thanks for Your Time and Consideration,

Brad Bays
Breckenridge Stables – Carriage Rides
P.O. Box 6686 Breckenridge CO, 80424
970-389-5635

TOWN OF BRECKENRIDGE

Breckenridge Stables, LLC
Horse and Carriage Tours
PERMIT #2011061

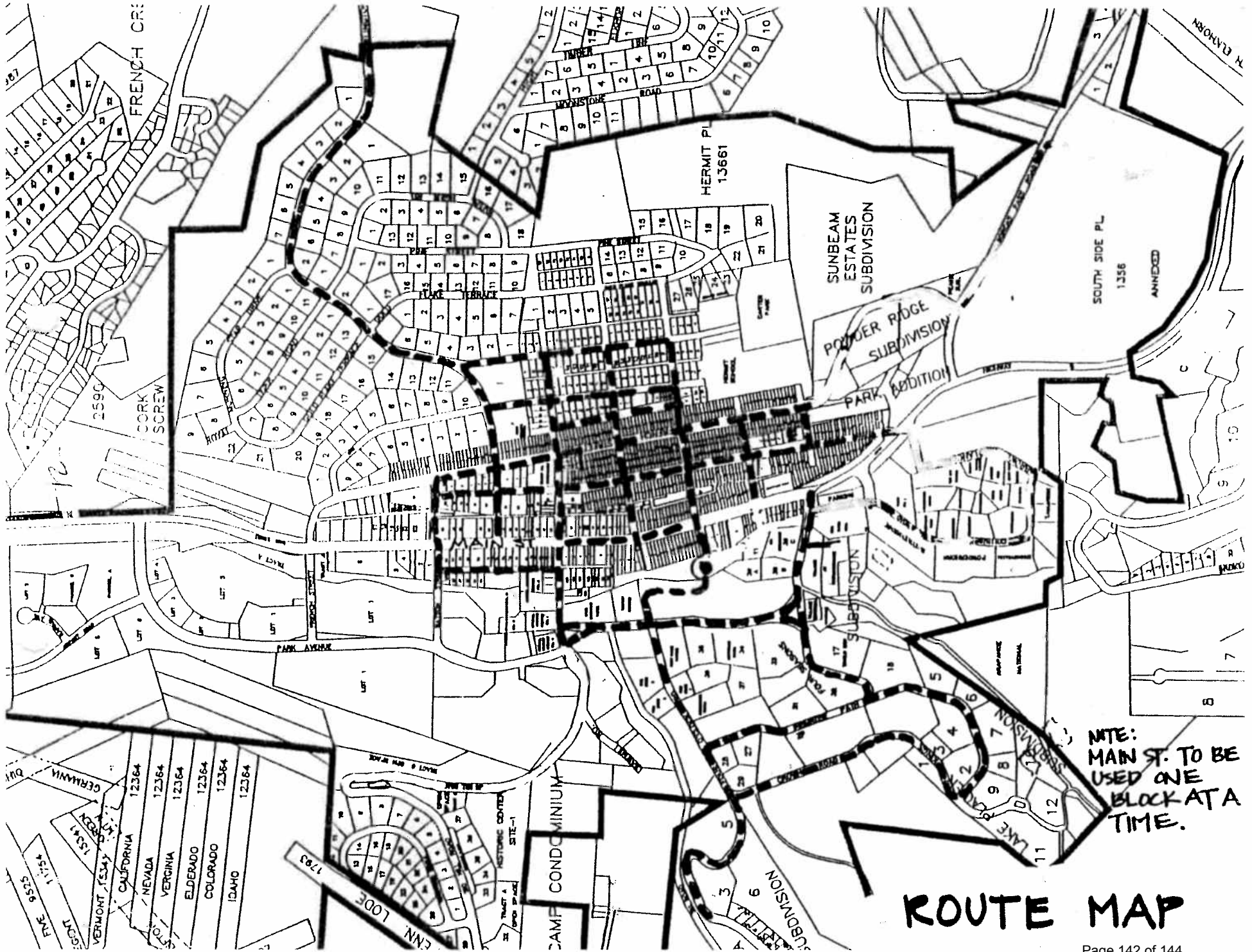
FINDINGS

1. The proposed project is in accord with the Development Code and does not propose any prohibited use.
2. The project will not have a significant adverse environmental impact or demonstrative negative aesthetic effect.
3. All feasible measures mitigating adverse environmental impacts have been included, and there are no economically feasible alternatives which would have less adverse environmental impact.
4. This approval is based on the proposed design and location of the proposed use and your acceptance of these terms and conditions imposed.
5. The terms of approval include any representations made by you or your representatives in any writing or plans submitted to the Town of Breckenridge.

CONDITIONS

1. This permit does not become effective, and the project may not be commenced, unless and until the applicant accepts the preceding findings and following conditions in writing and transmits the acceptance to the Town of Breckenridge.
2. If the terms and conditions of the approval are violated, the Town, in addition to criminal and civil judicial proceedings, may, if appropriate, issue a stop order requiring the cessation of operation, revoke this permit, and/or require removal of any improvements made in reliance upon this permit.
3. This permit expires one year from date of issuance, on December 13, 2012 at which time it may be renewed annually with a Class D permit. If the terms and/or conditions of this permit are violated, the Town of Breckenridge may revoke this permit or refuse to re-issue a permit. At the option of the Town of Breckenridge, the permit renewal may be changed to a higher classification.
4. The terms and conditions of this permit are in compliance with the statements of the staff and applicant made on the evidentiary forms and policy analysis forms.
5. Applicant shall maintain a valid Town business license for the operation.
6. Applicant shall maintain adequate insurance. The Town of Breckenridge shall be named as an additional insured on the applicant's insurance. The insurance policy shall include bodily injury (including death) coverage of at least \$100,000 per person and \$300,000 per accident, and \$50,000 coverage for injury to or destruction of property of others in any one accident. Such insurance constitutes a minimum requirement and shall in no way be deemed to limit or lessen the liability of the Applicant. Prior to issuance of a business license, a copy of the Applicant's insurance policy shall be submitted to the Town Attorney for his review and approval. The policy shall include a provision requiring that the Town be notified when the policy lapses.
7. Horses shall have harness bags to entrap manure and manure shall not be deposited in either Town trash barrels, the Blue River, or other drainage ways. Applicant shall immediately clean up any messes created by the horses, including, but not limited to urine or manure deposited in the public right-of-way.

8. Triangular "slow vehicle" reflectors shall be installed on the carriage pursuant to CRS 42-4-234. Carriages operating at night shall be lit with a minimum of one white light at the front and two red lights at the rear, with side reflectors, in accordance with CRS 42-4-211(7).
9. Applicant shall work cooperatively with the Town of Breckenridge Public Works Department on the location and installation of a hitching post near the designated waiting location at the southeast corner of Main Street and Lincoln Avenue. The hitching post shall be used to secure the horses at any time when the carriage operator is not present. The carriage operator shall not leave horses unattended for more than ten (10) minutes.
10. Only streets and waiting locations shown on the "Carriage Waiting Location Map," and "Route Map" and/or "Limited Route Map" shall be used. Use of larger wagons, as opposed to the compact carriages, is not allowed. Applicant shall not use any Freeride bus stop turn out areas, unless to momentarily allow faster vehicles to pass. During the Breckenridge Ski Area ski season, carriage shall not operate on any Town street prior to 9:00 a.m. nor between the hours of 3:00-6:00 p.m. except as shown on the Limited Route Map. Carriages shall not travel Main Street for more than one consecutive block at a time or to cross the street. Carriages shall not travel in front of the Ridge Street Post Office between 11 a.m. and 4 p.m., Monday through Friday. Applicant shall avoid Park Avenue as much as possible. When servicing Beaver Run, Grand Timber Lodge, and other properties generally west of Park Avenue, Applicant shall cross Park Avenue at Four O'clock Road, rather than operating on Park Avenue, and shall return to Main Street via Four O'clock Road, Park Avenue and Ski Hill Road. When servicing Mountain Thunder Lodge, Applicant shall access Park Avenue from Watson Avenue, and return to Main Street via Watson Avenue.
11. One single Main Street waiting location is designated. The approved waiting location is on Main Street, just south of the intersection with Lincoln Avenue. The Applicant's use of this space shall not interfere with existing parking spaces. The Town of Breckenridge reserves the right to authorize other carriage operators to use the same waiting location. In such event, the designated waiting location is allowed on a first-come, first-served basis. There is no guaranteed right to use the designated waiting location.
12. Applicant shall indemnify, defend, save and hold harmless the Town of Breckenridge and all its officers, agents and employees from any and all suits, actions or claims for damages arising out of the conduct of the carriage company's business.
13. No signs are authorized by this permit. Any signs shall require a separate Town of Breckenridge sign permit, including any signage proposed for display on the carriage.
14. Applicant shall comply with all applicable traffic regulations.
15. Applicant shall pull over to the side of the road, should traffic back up behind the carriage.
16. Applicant shall temporarily relocate the carriage when service vehicles need access to or through a waiting designated location.
17. Applicant's carriages shall not be operated in such a manner as to become a nuisance.
18. Applicant shall wash down the street each day at the end of daily operations.
19. Applicant shall clean the storm sewer inlet structure immediately north of the designated waiting location at least two times per year. The storm sewer inlet structure shall be cleaned at least one time each year in June, and at least one time each year in September. Applicant shall contact the Town of Breckenridge Public Works Department at least 24 hours prior to each cleaning, and within 24 hours after each cleaning.



ROUTE MAP



NOTE:
 FOR USE WHILE
 SKI AREA IS OPEN,
 PRIOR TO 9AM
 AND BETWEEN
 4-6 P.M.

LIMITED ROUTE MAP



Scheduled Meetings, Important Dates and Events

Shading indicates Council attendance – others are optional

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them. All Council Meetings are held in the Council Chambers, 150 Ski Hill Road, Breckenridge, unless otherwise noted.

DECEMBER 2011

- Friday, December 9; Cuppa Joe; 8 a.m. Coffee Talk
Friday, December 9; Sevens Restaurant; Grand Lodge-Peak 7; 9 a.m. Ski Area/Main St. Commerce
Tuesday, December 13; 3:00/7:30 p.m. First Meeting of the Month

JANUARY 2012

- Tuesday, January 10; 3:00/7:30 p.m. First Meeting of the Month
Tuesday, January 24; 3:00/7:30 p.m. Second Meeting of the Month
Tuesday, January 24; 6-7:15 ISSC Opening Reception

OTHER MEETINGS

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

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