



**BRECKENRIDGE TOWN COUNCIL
WORK SESSION
Tuesday, October 28, 2008**

ESTIMATED TIMES:

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

3:00 – 3:15 pm	I. <u>PLANNING COMMISSION DECISIONS</u>	Page 2
3:15 – 3:30 pm	II. <u>LEGISLATIVE REVIEW</u> *	
	Hazardous Materials IGA	Page 92
	Incident Management team IGA	Page 107
	Identity Theft	Page 135
3:30 – 4:00 pm	III. <u>MANAGERS REPORT</u>	
	Public Projects Update	Page 10
	Housing/Childcare Update	Page 11
	Committee Reports	Page 14
	Financials	Page 16
4:00 – 5:00 pm	IV. <u>OTHER MATTERS</u>	
	Skier parking lots	
	Updated Budget	Page 38
5:00 – 7:00 pm	V. <u>PLANNING MATTERS</u>	
	Neighborhood Preservation Policy	Page 56
	Locomotive	Page 60
	Defensible Space	Page 72
	Planning Commission Interviews	Page 76
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7:00 – 7:30pm	VI. <u>EXECUTIVE SESSION</u>	

ACTION ITEMS THAT APPEAR ON THE EVENING AGENDA **Page 89*

NOTE: Public hearings are not held during Town Council Work Sessions. The public is invited to attend the Work Session and listen to the Council's discussion. However, the Council is not required to take public comments during Work Sessions. At the discretion of the Council, public comment may be allowed if time permits and, if allowed, public comment may be limited. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item. The public will be excluded from any portion of the Work Session during which an Executive Session is held.

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

MEMORANDUM

To: Town Council

From: Peter Grosshuesch

Date: October 22, 2008

Re: Town Council Consent Calendar from the Planning Commission Decisions of the October 21, 2008, meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF October 21, 2008

CLASS C APPLICATIONS:

1. Winterpoint I Exterior Remodel (CK) PC#2008110; 200 Primrose Path

Exterior remodel of condominium complex to consist of new siding, rock base, new stairs, shed roof elements and new stain colors. Approved.

2. Shores at the Highlands Lots 26A & B (MGT) PC#2008111; 209 & 211 Shores Lane

Construct a new duplex residence with 4 bedrooms, 3.5 bathrooms, 2,393 sq. ft. of density and 3,101 sq. ft. of mass (Lot A, 209 Shores Lane) and 4 bedrooms, 3.5 bathrooms, 2,606 sq. ft. of density and 3,342 sq. ft. of mass (Lot B, 211 Shores Lane). Approved.

CLASS B APPLICATIONS:

1. O'Rourke Square (MGT for MM) PC#2008091; 226 South Ridge Street

Remove small, existing non-historic house and construct a new single-family residence (4 bedrooms, 4.5 bathrooms, 3-car garage) with accessory apartment (1 bedroom, 1 bathroom) for a total of 3,239 sq. ft. of density and 2,558 sq. ft. of mass for a F.A.R. of 1:1.8. Approved.

PLANNING COMMISSION MEETING

THE MEETING WAS CALLED TO ORDER AT 7:00 P.M.

ROLL CALL

Michael Bertaux Rodney Allen Dan Schroder
Leigh Girvin Jim Lamb Dave Pringle
Mike Khavari was absent.
Mayor John Warner, Town Council Liaison, arrived at 8:30 pm for the worksessions.

APPROVAL OF MINUTES

Mr. Allen had change on p 5 of 100 of the packet. In Neighborhood Preservation policy, his comments should state: "Opposed to 7,000 square foot limit on large lots (over 1 acre)". With this one change, the minutes of the October 7, 2008 Planning Commission meeting were approved unanimously (6-0).

APPROVAL OF AGENDA

With no changes, the Agenda for the October 21, 2008 Planning Commission meeting was approved unanimously (6-0).

CONSENT CALENDAR:

1. Winterpoint I Exterior Remodel (CK) PC#2008110; 200 Primrose Path
2. Shores at the Highlands Lots 26A & B (MGT) PC#2008111; 209 & 211 Shores Lane

With no motions, the consent calendar was approved unanimously (6-0).

RESOLUTIONS:

1. Adoption of the new Trails Master Plan (SR)

Mr. Reid presented a draft version of the revised Town Trails Plan. The Plan, originally approved in 1996, provides long term direction for various existing and proposed trail connections that would benefit the overall recreational and commuting trail system in and around Town. After twelve years, the original document is outdated and requires additional review and revision.

The attached draft document has been revised by BOSAC and Town staff over the past several months and has been discussed at three public BOSAC meetings. In addition, Town Council reviewed the draft at its meetings on 8/12 and 9/23 and made revisions that are reflected in the attached document.

To complete the revision process to the Trails Plan, the Town's Master (Comprehensive) Plan must be amended through the adoption of resolution by the Council. Pursuant to Section 9-4-4 of the Town Development Code, the Planning Commission is required to supply Council with a written recommendation prior to Town Council's public hearing for a Master Plan amendment. Staff will incorporate consensus input from the Planning Commission, then return the plan to Council for the next steps in the public hearing process.

Commissioner Questions/Comments:

Mr. Bertaux: Agree that there can be conflicts between bikes and pedestrians. Try to reduce risk and liability. (Mr. Reid: We have been working with Town Attorney on determining an acceptable level of risk.) More concerned about risk and conflict on trails close to town. Less concern in Golden Horseshoe, and on trails further out of town core. Concerned about language that some trails will be closed in Shock Hill. (Mr. Reid: there are some trails on private property that are not located in the easements.) Maybe state: relocate trail into easements, rather than close trail. At this point, maybe consider spending more money and effort on maintenance and less on acquisitions.

Ms. Girvin: Peaks Trail relocation of trailhead: Current trailhead starts on contour. Prefer to retain current trailhead, but explore other trailheads too. Concerned about moving trailhead to north. Will result in steep grade at start (Mr. Reid: Goal is to move trailhead away from Peak 7, to make it more difficult for alpine users to poach parking spaces.) On Freeride Parks, concerned about having features on trails, since they can be dangerous, and could result in user conflict with pedestrians. Hermit Placer trail looks like it has actual features right on the trail; but there a lot of pedestrians on that trail. Don't

think integrated features are appropriate where there are many pedestrians. On Bemrose Trail, Warriors Mark through Gold King very important trail. Lately County has not plowed trailheads well. Bemrose trailhead is big, but not well plowed in winter. Work with the County to increase plowing. On Moonstone and Carter Park trails, renegade trails on fall line are causing damage to land. We need plan to close renegade trails. (Mr. Reid: We do close trails currently with our maintenance program. Priority is to maintain existing trails first, so we will address poor alignments and social trails.) In Golden Horseshoe, would like to know where is ‘the unnamed trail that crosses Western Sky’. (Mr. Reid explained the location of the trails). As incentive, Town can also purchase easements.

Mr. Schroder: There are ways to address safety and limit conflicts between users. If signage is used to dedicate Freeride parks for mountain bikes only, then pedestrians will be warned.

Final Comments: After 12 years, it needs to be updated.

Mr. Lamb: Should state “Use Freeride Parks on trails where appropriate”

Final Comments: Good report

Mr. Pringle: Are there signs indicating mix of users? (Mr Reid: yes, we can try to address user conflicts with signage).

Mr. Allen: Agree with Ms. Girvin on Peaks trailhead, if trail will be too steep to start. But OK if grade is gradual. Concerned about recommendation to put trailheads in residential areas. (Mr. Reid: In some places, we do have trailheads in residential areas)

Final Comments: Like incentives for property owners. That’s how they’ll be willing to help. How is town affected if County has no money (if 1A fails and County does not have future money to maintain their portion)? (Mr. Reid: Acquisitions will be severely affected, but County does recognize obligation to maintain existing trails and open space.)

Mr. Bertaux made a motion to approve the resolution recommending the inclusion of the “Town of Breckenridge Trails Plan (Revised August, 2008)” as part of the Town’s Master (Comprehensive) Plan, with the changes as recommend by the Planning Commission during their discussion. Mr. Pringle seconded and the motion was carried unanimously (6-0).

FINAL HEARINGS:

1. O’Rourke Square (MGT for MM) PC#2008091; 226 South Ridge Street

Mr. Thompson presented a proposal on behalf of Mr. Mosher to remove the existing small non-historic house and then construct a new single family residence with an accessory apartment. The main house will have four-bedrooms, four and one-half bathrooms and a three-car garage. The apartment will have one-bedroom and one bath. Changes from the last hearing include an improved landscaping plan with the addition of cottonwood trees, change from wood shingles to a dark asphalt shingle that will blend better with the solar panels, and some minor changes to the north elevation with the addition of a dormer. Staff reviewed landscaping plan with Jenn Cram (our staff landscape architect) and she finds it’s a good plan. Proposal deserves +2 points under policy 18/R for screening parking, and access from alley. Results in passing score of +3 points based on staff reviews.

Staff recommended the Planning Commission approve O’Rourke Square, PC#2008091, located at 226 South Ridge Street, Lots 17 and 18, Block 10, Abbetts Addition, with the attached point analysis and Findings and Conditions.

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

Commissioner Questions/Comments:

Mr. Bertaux:

Final Comments: Not crazy about solar panels in historic district, but its new construction and it’s the future energy. We’ll be seeing more solar panel applications. I’ll support project.

Ms. Girvin: On +6 points for solar, what if they don’t ever install it? (Mr. Thompson: They would not get a C.O. if panels not installed.) Goal with solar panels was to be off the electric grid. Is that still the goal? (Amy O’Rourke: Yes, as much as possible, but will still tie into grid. 50-75% savings on electric due to solar.)

Final Comments: Great to add cottonwood trees to this character area, house looks good. Appreciate use of solar panels.

Mr. Schroder: Question on amended +2 points under 18/R Parking? (Mr. Thompson: driveway access is from alley, not road, and screened from public view). Are there any details required for the new drainage pan? (Mr. Thompson: I have talked to Town Engineer; they will review design before it's built).
Final Comments: Agree, support use of solar panels.

Mr. Lamb:

Final Comments: Agree with what's been said, support point analysis.

Mr. Pringle: Is +6 the maximum points under Energy Conservation (Renewable Energy Sources) 33/R? Are they doing anything else other than the solar panels? (Mr. Thompson: Yes, +6 is making under Renewable Sources of Energy. According to Glen Morgan, Town of Breckenridge Building Official, it's almost impossible to exceed the new state energy code for insulation. No points awarded for Energy Conservation.). Add: "Valley pan must be installed prior to C.O." to Condition #12 in the Findings and Conditions.

Final Comments: Previously had concerns with massing of two modules. Don't think it's been addressed. Still seems a bit oversized with three car garage in the Historic District. Believes the garage size has negative influence on the home. But since I don't have support from other Planning Commissioners, will support project. Appreciate changes already made. Not sure if it deserves +6 points for only solar panels.

Mr. Allen:

Final Comments: Concerned about awarding the maximum points (+6) for solar panels. OK if they are meeting 75% of their electricity needs. (Staff pointed out codes and difference between Renewable Energy and Energy Conservation.) I am OK with the point analysis now. Did not realize Policy 33/R had an A and B sections, which, allow for a total of positive +12 points under Policy 33/R.

Mr. Lamb made a motion to approve the point analysis for O'Rourke Square, PC#2008091, 226 South Ridge Street. Mr. Bertaux seconded, and the motion was approved unanimously (6-0).

Mr. Pringle made a motion to approve O'Rourke Square, PC#2008091, 226 South Ridge Street, with the presented findings and conditions, and a new condition prior to Certificate of Occupancy stating "A detailed plan for the valley pan, alley improvements, and new curb and gutter must be approved by the Town of Breckenridge Engineering Department and installed prior to Certificate of Occupancy." Mr. Bertaux seconded, and the motion was approved unanimously (6-0).

WORKSESSIONS:

1. Capacity Analysis (CK)

Mr. Kulick presented an update on the capacity analysis. In May, 2007 the Town Council directed staff to commence work on a capacity analysis for the Town. The capacity analysis is intended to assist the Council in their understanding of the Town's physical capabilities (e.g., infrastructure) to sustain development. This memo provides an overview of the capacity analysis. In the past year staff has completed reports on each of the capacity measurements discussed below and is in the process of creating a synopsis of all the data associated with the capacity analysis and identifying action steps based on that information.

The Capacity Analysis has included information from the following 11 measurements:

Buildout

- Count of existing built residential units
- Count of remaining residential SFEs allowed by LUGs, master plans, etc.
- Inventory of existing built commercial square footage
- Evaluation of development potential of remaining commercial square footage allowed by LUGs, master plans, etc.

Water

- Explanation of historic snowpack, consumption patterns, and how they affect estimations of water capacity
- Existing system water in SFEs
- Current system capacity in SFEs
- Anticipated buildout in water SFEs
- Affordable Housing's impact on water SFE's

Sewer

- Current treatment capacity
- Potential treatment capacity

Roads

- Level of Service Data on Record
- Roadway Congestion Influences
- Areas that are Projected to Experience Higher Traffic Volumes at Buildout

Parking

- Parking Management & Needs
- Number of Town controlled public parking spaces
- Number of skier parking spaces
- Parking Occupancies and patterns

Transit

- Ridership trends
- Ridership numbers: by month, stop and route
- Identification of major hubs & portals: for both departures & arrivals
- Evaluation of areas in need of service

Housing

- Affordability comparison of average median home price to median income trends
- Number of deed restricted affordable housing units
- Number of affordable housing units needed per housing needs assessment, both catch-up and keep up

Childcare

- Number of childcare slots provided
- Number of slots needed per needs assessment

Schools

- Number of students compared to recommended occupancy of buildings
- Number of students per teacher

Parks and Open Space

- Number of acres of open space
- Acres/person of open space
- Number of acres of parks and open space
- Recommended Amount of Park Space

Environmental Quality:

- Air Quality trends, based on Colorado Department of Health data collected
- Forest health
- Wetland health
- Wildlife habitat
- Water quality
- Future Environmental Studies
 - Energy consumption trends in Town facilities
 - Overall carbon footprint

The capacity analysis at this time is limited to an examination of measurements indicated above. A number of communities such as Aspen, Santa Monica and Whistler have taken an additional step of developing a full list of sustainability indicators for their communities. A future step could be for the Town to pursue developing similar sustainability indicators.

Commissioner Questions/Comments:

Mr. Bertaux: Let's keep this document active. Let's not wait 10 more years to update this.

Ms. Girvin:

Mr. Schroder:

Mr. Lamb:

Mr. Pringle: This now shows the forethought of the 1997 Joint Upper Blue Master Plan.

Mr. Allen:

2. Solar Panels Ordinance Amendment (JP/MGT)

Ms. Puester presented. At the October 14th Council meeting, Council requested that the Planning Commission and Staff look at revising the portion of Policy 5 (passed in June 2008) regarding the placement of solar panels due to public comment from a property owner and solar panel installation company. The concern was that the policy was written to only permit panels to be installed so as to run parallel to the roof line, not to exceed 9” above the roof.

The policy language as written, in some cases, excludes some property owners from greater solar access. There is also a potential risk of damage to the panels due to snow load and snow clearing should they be on a shallow pitched east or west facing roof at 9” above the roof. The argument for changing the policy would be that if panels were permitted at a 40 degree tilt angle, the snow shed is ideal and additional solar gain could be achieved. Current code only allows panels at same angle as the existing roof, both inside and outside of the Conservation District.

Staff requested to hear the Commission’s opinions regarding a change to the policy (rise, tilt, application review process, and any other thoughts).

Commissioner Questions/Comments:

Mr. Bertaux: I’m OK with the change outside the conservation district. Would also be OK in specific cases inside of the district under further review such as Red Roost condos which are not historic and are multifamily.

Ms. Girvin: I think we need to change the policy if we are serious about renewable sources of energy. Agree it’s not appropriate in the historic district but some cases such as Val D’Isere would be OK. In favor of making these necessary changes.

Mr. Schroder: Think the current policy is great first step. Even though this was just approved, it’s good that we reevaluate this. Great that Council recognizes this shortcoming. If we want to be a leader in green technology, we should advocate this. The rise – tilt consideration should be modified. Proper angles should be allowed, both inside and outside conservation district. See this issue like blue recycling containers, that at one time were seen as more clutter, but are now accepted.

Mr. Lamb: I like the aesthetics of solar panels. Do not have an issue with the change outside of the district. Don’t agree on taking baby steps. Maybe we should have included this allowance in original policy and not passed it so quickly. As these come online, we realize there is technology that we did not consider.

Mr. Pringle: Are there other models or products that could be pursued in this case mentioned? (Ms. Puester: This issue is for greater solar gain, these additional panels on the east and west facing roofs to be added, but panels have been approved for this application on the south facing roofs already. In this case, the primary roofs are east and west facing). What about Building Integrated Solar Systems- like the new solar shingles which could have more pleasing aesthetics? (Sean MacPherson, Innovative Energy: We only use applications that have been reliable up here and what is most cost effective for the client. Solar shingles do not work well in an application in Keystone and do not have a Class A fire rating, have lower energy density. It’s a question of “State of the Art” vs. “State of the Shelf”.) Do we want to allow them to get maximum solar gain, or do we also consider aesthetics? Aesthetics used to be one of the most important things to the Town. I don’t like it when we just recently passed an ordinance and are already finding issues. We should take baby steps. Would solar hot water be effective here? (Mr. MacPherson: No, solar heating does not get the same tax credits as solar electricity, which gets the rebate, not just the tax credit. Also, 55 degrees is optimal for solar hot water, since it is mostly needed in winter.) Disagree with Mr. Schroder on changing code inside of the conservation district. Conservation district was at one time seen as the most sacred character of town. We need to preserve the character of the historic district. A lot of issues to consider besides just “green” energy. Issue is similar to split level brick buildings on Main Street that we liked at first, but later realized that they impacted this historic district when too many were built. Not opposed to what are trying to do, but would rather take a wait and see approach. If we have panels outside of the District going every which way on every rooftop, which you can see from the core of Town, how will that look? We need to plan ahead and foresee that situation. Need to be careful. Has an angled solar panel system across the street from his house and it looks horrible. Yes, it is old but so will all of these be one day.

- Mr. Allen: OK with change outside of district as a Class D, Class C inside district as written to remain. Would be OK with Val D’Isere and Red Roost (examples). Do not want to have it apply all over Town.
- Dr. Warner: When we approved this, we were taking baby steps. I never considered east or west facing roofs with no pitch. Council felt that our hearts were in the right place when this code was adopted, but this is something we did not really contemplate.

Sean MacPherson, Innovative Energy: As proposed for this specific case, the panels are about 30” above roof, optimal angel here is 45 degrees for solar gain. Optimal angle for snow shed is 40 degrees. Think changing the code can balance between energy consumption and aesthetics. Solar incentives now take about 75% off the cost for commercial buildings and 50% off for residential. Will see many more of these applications and panels going up all over. Solar access of this particular system improves by 60% if these panels can be added. Summit County allows for panels to be angled but does not allow panels to exceed elevation of the roof ridge.

3. Park City Planning Commission Field Trip Recap (CN)

Mr. Neubecker presented a memo summarizing the Planning Commission field trip to Park City. The Planning Commission Field Trip to Park City was October 8-10, 2008. Our staff and Planning Commission met with staff from the Park City Municipal Corporation, as well as several developers, architects and realtors working on various developments in the Park City and Deer Valley areas. Staff noted that the visit to the Sky Lodge development was left out of the memo by mistake.

Commissioner Questions/Comments:

- Mr. Bertaux: Five years ago when I was in Park City, it was already going downhill (the historic district). Last year we learned a lot in Vail (especially the underground deliveries) on our trip.
- Ms. Girvin: We addressed some big picture stuff that was also appropriate for Council to attend. Also, consider two weekdays and a weekend, for those who work. Even though it can be hard to take time off, it was worth it. Thank you to the Town Council for allowing us to take this trip and making budget available. Park City is way ahead of use on their sustainability issues. It was very worthwhile.
- Mr. Schroder: On their sustainably analysis, they anticipate the impact on their ski industry. They are at a much lower elevation. In future, snow may not be as much of a draw. It was not just a junket; we all had to make some major changes to our lives to make it happen.
- Mr. Lamb:
- Mr. Pringle: Park City is a wonderful place, but their historic district is ancillary to the experience. But here, we have retained our scale and character. Their historic district is now a just a tourist area, but its not where the locals go. On these trips, all of us get to hear it at the same time from the same person, and develop great team-building. A few years ago, we took a trip around Breckenridge. That was also very effective to take the time to discuss what’s been built here. Should we focus more on economic diversity? We may want to diversify, but hold back the impact that jobs create. Do we want to change our niche? In Vail they created density as an incentive, to allow taller more dense buildings.
- Mr. Allen: Much of what we saw and heard was policy level, and could have benefited Town Council even more than Planning Commission. Park City had many growth challenges over past 10 years. They have a Department of Sustainability and Economic Development staff. A few years ago they had a disconnect between Town Council and Planning Commission. Then they started to have informal get together at a local bar or restaurant outside of official meetings.
- Dr. Warner: Want help from the Commission convincing Town Council members to attend these types of trips. From the staff memo, it shows that there was much more than just planning issues. There was a lot of policy discussion. I attended the trip to Vail last year and Whistler several years ago, and they are worthwhile. Question is what do we want our valley floor to look like in 20 years? Also, where is the density going to come from for our affordable housing? These are questions that we have not yet answered.

OTHER MATTERS: none

ADJOURNMENT:

The meeting was adjourned at 10:45 p.m.

Rodney Allen, Vice Chair

Memorandum

TO: Town Council
FROM: Tom Daugherty, Town Engineer
DATE: October 23, 2008
RE: Public Projects Update

Boreas Pass Road

The project is complete.

Carter Museum

As you may know, it was discovered that the sewer service line had collapsed and was not functional. Staff met with Harris Construction and determined the best course of action was to place a new service line. The cost estimate to place the new line and re-plumb is \$18,550. The work is proceeding in order to have the facility open in April for the first event.

Bus Stop on Airport Road

It was determined that the bus stop at the Recreation Center needed a pull out. Staff forces constructed the pull out and had the stop paved.

The Fuqua Livery Stable

The Fuqua Livery Stable received the Steven H. Hart Award from the State Historical Fund. This is a prestigious preservation award nominated by State Historic Fund staff for all projects that receive funding through the State Historic Fund. The award will be presented to the Town in February 2009 during the annual Colorado Preservation Inc. - Saving Places conference in Denver. Staff will keep the Council up to date on the details.

Arts District

The Fuqua Livery Stable received the Steven H. Hart Award from the Colorado Historical Society. This is a prestigious preservation award nominated by State Historic Fund staff for all projects that receive funding through the State Historic Fund. The award will be presented to the Town in February 2009 during the annual Colorado Preservation Inc. - Saving Places conference in Denver. Staff will keep the Council up to date on the details.

MEMO

TO: Town Council
FROM: Laurie Best
RE: Report on Housing Sales-Memo Only
DATE: October 1, 2008

In response to Council's request, this memo is intended to summarize data regarding Breckenridge workforce housing units, particularly related to absorption and sales. This item is not scheduled on the agenda but this memo is in response to your request for information.

New Units:

Attached to this memo is a table that tracks deed restricted units as they come on line. To date in 2008, 30 new units have been sold by developers and 11 market units have been converted to deed restricted units. As a result, the year to date increase is 41 units, and the total inventory is 526 units. The developer of Vic's Landing has 8 units completed and available for purchase (2 one bedroom 80% AMI units at \$185,000 and 6 two bedroom 100% AMI units at \$285,000). The developer of Wellington has three 120% AMI units that will be available within 60 days priced at \$359,000 without garage.

Resale Information:

Following is a summary of resale information for Wellington Neighborhood, Vista Point, and Gibson Heights:

Wellington Neighborhood 1

A total 98 deed restricted units were constructed and sold by the developer between 2000 and 2006 (average 14 a year). Of these units, 45 are still owned by the original buyer. Forty six units have resold once and seven units have resold twice. The median duration of ownership for the units that have resold is 38 months (shortest 6 months/longest 84 months). The chart below shows the number of resales annually and the impact on affordability:

<u>Year</u>	<u>Number of Resales</u>	<u>Average Rate</u>	<u>Shift in Affordability (average)</u>
2002	1	6.54	more affordable (5 % of AMI)
2003	4	5.83	more affordable (6 % of AMI)
2004	5	5.84	more affordable (8 % of AMI)
2005	13	5.87	less affordable (3 % of AMI)
2006	14	6.41	less affordable (13 % of AMI)
2007	16	6.34	less affordable (15 % of AMI)
2008	7	6.09	less affordable (1 % of AMI)

The shifts in affordability track along with interest rates. As rates dropped from 2002 to mid 2005 buyers could afford more and therefore the actual resale prices were more affordable to a lower AMI. As rates increased from 2005 to present actual resale prices became less affordable.

Following is summary of units that are currently listed on the MLS:

- 82 Midnight Sun listed at \$355,973 (duplex with garage for sale by original owner paid \$287,900 plus garage on 4/11/06-listed in May 2008-maximum proceeds allowed to seller \$350,079)
- 29 Cedar Green at \$340,670 (duplex with one car garage for sale by second owner paid \$310,000 on 10/3/07-listed in July 2008-maximum proceeds allowed to seller \$319,835)
- 61 Rodeo at \$349,999 (duplex without garage for sale by second owner paid \$312,500 on 11/8/06-listed in May 2008-maximum proceeds allowed to seller \$331,250)

Under contract:

- 45 Rodeo at \$273,750 (by original owner paid \$234,900 5/2004)
- 39 Midnight Sun at \$325,870 (by original owner paid \$240,000 plus garage 11/2001)

Wellington Neighborhood 2

The first sale in this development occurred in June 2006. As of October 2008 thirty seven deed restricted units have been sold. There are 91 additional deed restricted units to be built/sold in the development. There have been no resales to date.

Vista Point

The 18 deed restricted units in Vista Point were sold by the developer between May 2002 and August 2004. Twelve of the units are still owned by the original buyer, three have resold once, and three have resold twice. There is one deed restricted unit currently listed on the MLS

- 44 Sheppard Circle at \$588,000 (single family unit for sale by original owner paid \$449,066 on 11/13/03-listed in July 2008-maximum proceeds allowed to seller \$545,300)

Gibson Heights

The 40 deed restricted units in Gibson Heights were sold by the developer between 2001 and 2003. Twenty six are still owned by the original buyer and fourteen have resold once. There are currently no units listed for sale.

Summary

The absorption of deed restricted units is affected by many factors including market conditions, price, AMI target, access to credit, FHA approval, etc.. Based on units currently available it does not appear that the economic slowdown has significantly impacted prices or appreciation, but the units are not selling as quickly. The units currently available are:

- new units by developer
 - (3) 3 bedroom, 2 bath without garage at \$359,000 at Wellington Neighborhood (120% AMI)
 - (2) 1 bedroom, 1 bath with garage at \$185,000 at Vic's Landing (80% AMI)
 - (6) 2 bedroom, 1 bath with garage at \$285,000 at Vic's Landing (100% AMI)
- resales by owners
 - 3 bedroom, 2 bath with garage \$355,973 in Wellington Neighborhood (117% AMI)
 - 3 bedroom, 2 bath duplex without garage \$349,999 in Wellington Neighborhood (115% AMI)
 - 3 bedroom, 2 bath with one car garage \$340,679 in Wellington Neighborhood (112% AMI)
 - 4 bedroom, 4 bath with garage \$588,000 in Vista Point (185% AMI)

Note that this report does not include employee units that are dispersed in Town that may also be for sale. Staff will continue to monitor sales and report regularly to the Council.

Breckenridge Employee Units			INVENTORY										FUTURE	
			pre 1999	2000	2001	2002	2003	2004	2005	2006	2007	Oct 2008	approved units	Sub Total
Location:	Price Cap	Average AMI												
Dispersed in Town	No	none	99	2	6		1	1		6	1	7		123
Wellington 1	Yes	99%		14	20	17	15	17	8	7				98
Wellington 2	Yes	110%								7	16	14	91	128
GibsonHeights	Yes	71%			1	34	5							40
Vista Point	Yes	113%				9	5	5						19
Kennington	No	none	36											36
Farmers Grove Monarch	No	none				2	4	7	2					15
Townhomes	Yes	90%		3	4		1	4	1					13
Breck Terrace	Both	90%		20		11	5			15		4	125	180
Pinewood Village	Yes	83%			74									74
Vic Landing	Yes	86%										16	8	24
Maggie Placer	Yes	106%												TBD
Stan Miller	Yes	117%												TBD
Pinewood #2	Yes	TBD												TBD
Valley Brook	Yes	TBD												TBD
Block 11	Yes	TBD												TBD
Annual Increase			135	39	105	73	36	34	11	35	17	41		
Sub Total												526	224	750

MEMO

TO: Mayor & Town Council

FROM: Tim Gagen

DATE: September 23, 2008

RE: Committee Reports

LLA **MJ Loufek** **October 21**

- All Consent Calendar items were approved. There are three jury trials pending in County Court. Two for service to visibly intoxicated and one for sale to a minor. The Authority asked that PD update them on the dispositions of these trials.
- A Change of Location hearing was held for Paisano's II LLC d/b/a Taddeo's. They will be moving their operation from Main Street Station to the old Cattle Company location at the Village. The location change was approved.
- Sgt. Susan Quesada of the Breckenridge Police Department stated things are quiet around town.

BEDAC **Julia Skurski** **October 8/9**

BEDAC had two meetings within the month of October. At the first meeting, John McMahon, BRC presented the BRC's plan for this upcoming year and the new marketing approach for the BRC. Lucy Kay, COO of Breckenridge Ski Resort reported on what she expects to see this upcoming year during economically challenging times. Some concerns Ms. Kay had were regard to the lodging community in Breckenridge maintaining similar rates as last year while other national resorts area, including others within Summit and Eagle County, have lowered their rates to draw customers. As a result, other resorts have a more competitive edge.

The second BEDAC meeting on October 9th was held regarding 1) a potential ski lift ticket tax and 2) a second tax topic on reforestation and watershed protection. The group discussed methods on analyzing the topics. With regard to a reforestation and watershed protection tax, the group felt that an inclusive list of uses for the tax should be clarified. The issue of the ski lift ticket tax must look at PROS AND CONS to the Breckenridge Ski Resort (BSR) profits and business model, skier visits, and businesses. The first step in analyzing the pros and cons will be to have a few members of BEDAC meet with Lucy Kay on the BSR impacts prior to the November BEDAC meeting and report back to the group. Additional questions to be discussed and researched are: What would the fee or tax be earmarked for? How much of a fee or tax can the market take? BEDAC will delve into these questions on a ski lift ticket tax further at their November meeting.

Collection Maintenance - The Commission has visited all of the pieces within the existing collection during the last two meetings in September and August to assess their condition and develop an annual maintenance plan.

Dedication of “The Swing” at TLC - BPAC is looking to plan a dedication for “The Swing” at the Timberline Learning Center donated by the Anilionis family. Tentative dates are Monday, November 24th, or Tuesday, November 25th. BPAC will keep the Council posted on the date.

Sculpture on the Blue – The Commission selected “Raven in the Year of the Rat” by Maria Morley for Best of Show and the public selected “Toadly Cool” by Jane Rankin for People’s Choice. Both artists will receive \$250 and a certificate from the BPAC.

Community Arts Update – The Breckenridge Public Art Commission and the Breckenridge Heritage Alliance received a \$2,500 matching grant from the Colorado Council on the Arts to create and share the Heritage Trunk project with Upper Blue Elementary and Breckenridge Elementary. The Heritage Trunk Project includes 5 themed trunks and associated art projects. Jennifer and Janis are currently scheduling the presentation of the trunks and associated art projects with both of the schools. Completed art projects will be on display at the Breckenridge Theatre Gallery in the Spring of 2009 as part of the 150th celebration.

22 Public Art Administrators from around Colorado met at the Fuqua Livery Stable on September 5th for their quarterly meeting. Jennifer shared the Arts District of Breckenridge Master Plan with them including the newly remodeled Riverwalk Center, Fuqua Livery Stable and the Tin Shop guest artist program along with ongoing programs.

Other Meetings

CML	Tim Gagen	No Meeting
CAST	Tim Gagen	No Meeting
Summit Leadership Forum	Tim Gagen	No Meeting
Police Advisory Committee	Rick Holman	No Meeting
Wildfire Council	Peter Grosshuesch	No Meeting
NWCCOG	Peter Grosshuesch	No Meeting
I-70 Coalition	Tim Gagen	No Meeting
NWCCOG	Peter Grosshuesch	No Meeting
Summit Stage	James Phelps	No Meeting
SCHA	Laurie Best	No Meeting

INTEROFFICE MEMORANDUM

TO: TIM GAGEN, TOWN MANAGER
FROM: FINANCE DEPARTMENT
SUBJECT: SEPTEMBER FINANCIAL STATUS REPORT
DATE: 10/21/2008

This report summarizes the financial condition of the Town of Breckenridge for the period January 1, 2008 – September 30, 2008 (75% of the fiscal year). The report includes:

- Benchmark comparisons between prior & current year. Percentage variances compare the Town's present revenue streams and expenditures to both historical levels & YTD budget.
- An overview of each of the Town's twelve funds – both revenue and expenditures (*See attachment titled "All Funds"*).
- An overview of each of the Town's twelve funds, net of inter-fund transfers – both revenue and expenditures. Receipts and charges to/from other funds are not reflected in this report (*See attachment titled "All Funds Net of Inter-Funds Transfers"*).
- Review of the Excise Tax Fund (*See attachment titled "Excise Tax Fund"*).
- Review of the General Fund – both consolidated revenue categories and department expenditures (*See attachment titled "General Fund"*).
- Incorporation of fund balance information for Excise Tax Fund and General Fund to include legally required and Council identified reserves.
- A series of tax reports and related business activity and business sector reports.

The balance of the narrative portion of this report highlights the revenue activity of each of the twelve funds under the heading "Revenue Overview by Fund" followed by a section that describes expenditure activity when applicable under the heading "Expenditure Overview by Fund".

Revenue Overview by Fund:

GENERAL FUND: Revenues are derived from the following sources as a percent of the budget. Recreation Fees 11%, Property Taxes 14%, Miscellaneous Income 3%, Charges for Services 5%, Licenses and Permits 4%, Intergovernmental Revenue and Fines 5%, and Transfers from Other Funds 58%. Recreation Fees are lower than 2007 primarily due to the timing of recording recreation revenue. Property Tax revenues are higher than 2007 due to property valuations and mill levy increases. Investment Income for 2008 is lower than 2007 due to slightly higher market interest rates driving the overall value of portfolio securities down. Miscellaneous Income is higher than 2007 due to forfeitures of municipal court bonds and restitution liabilities due to the Town. Charges for Services are higher than 2007 primarily due to Plan Check Fees for a large developer and parking revenues. Licenses and Permits are lower than 2007 due primarily to electrical and plumbing permits. Intergovernmental revenues are higher than 2007 due to Summit Stage reimbursement for operating the north route. Fines/Forfeitures are higher than 2007 due primarily to penal fines. 2008 year-to-date General Fund revenue (net of transfers) is higher than 2007 by 16%.

WATER FUND: Revenues are derived from the following sources, Water Rents, Plant Investment Fees (PIF), Water Service Maintenance Fees (WSMF), Investment Income, and miscellaneous income. 2008 revenues are higher than 2007 due primarily due to Plant Investment Fees for a large developer.

CAPITAL FUND: 2008 revenue is derived from a transfer from the Excise Fund, investment income, Parking District assessment and various grants for projects. 2008 revenues are lower than 2007 primarily due to transfers from the Excise Fund which are budgeted to be less than 2007, and due to the Federal Transportation Grant for the Fleet Maintenance Facility.

MARKETING FUND: Revenues are driven by Business Licenses, Accommodations Tax, Sales Tax and transfers from the Excise Tax Fund. 2008 revenues are higher than 2007 due primarily to transfers from the Excise Tax Fund which are budgeted to be higher than 2007.

GOLF FUND: Revenues consist of residential card sales, greens fees, cart rental, driving range fees, investment income, clubhouse rent and a transfer from the Excise Tax Fund. 2008 revenues are lower than 2007 primarily due to resident card sales and green fees.

EXCISE TAX FUND: Sales Tax represents 60% of this fund's budgeted revenue, Real Estate Transfer Tax (RETT) 26%, Accommodation Tax 8%, Investment Income 3%, Cigarette and Franchise Taxes 3%. 2008 revenues are lower than 2007 primarily due to RETT. The major difference between the sales tax revenue reported on this report and the sales tax collection report is the delay in receipt of the County sales tax received from the State the following month. The accompanying tax reports provide more information.

AFFORDABLE HOUSING FUND: Revenues are based on sales tax, impact fees, rental of properties owned or leased by the Town, and repayment of housing assistance loans. 2008 revenues are higher than 2007 due to sales tax, impact fees and transfers from the Excise Tax Fund that are budgeted to be significantly higher.

OPEN SPACE FUND: Revenues are typically derived from sales tax and investment income. 2008 revenues are about level with last year revenues.

CONSERVATION TRUST FUND: Revenues are the Town's share of lottery funds and investment income. The state distributes lottery proceeds on a quarterly basis. Proceeds for 2008 are slightly higher than 2007.

GARAGE SERVICES FUND: Revenue for this fund is derived by charging the departments within the Town a pro-rata cost based on use of Town vehicles. 2008 revenues are higher than 2007 primarily due to internal service revenue from other funds that are budgeted to be higher.

INFORMATION SERVICES FUND: Revenues are derived from charging the departments within the Town a pro-rata cost based on their use of I/S services. The internal service revenue for 2008 is budgeted to be higher than the prior year.

FACILITIES MAINTENANCE FUND: This fund has been established to provide funding for maintenance and replacement of capital assets. Revenues are derived from other funds associated with primary use of the facility and transfers from the Excise Tax Fund. Revenues are budgeted to be the same as 2007.

SPECIAL PROJECTS FUND: This fund is new this year and has been established to provide funding for non-reoccurring and non-routine projects and initiatives. Revenues are derived through transfers from the Excise Fund.

Expenditure Overview by Fund:

Comments below are limited to funds with significant variance from the prior year.

GENERAL FUND: 2008 General Government expenditures are higher than 2007 primarily due to personnel costs, and legal services. 2008 Community Development expenditures are higher than 2007 due to personnel costs and consultant fees. Engineering expenditures are slightly higher than 2007 due to personnel costs and consultant fees. Parking and Transit expenditures are higher than 2007 primarily due to garage fund allocations, personnel costs, and consultant services. 2008 Police expenditures are higher than 2007 primarily due to personnel costs, computer allocations, and communications equipment. Public Works expenditures are lower than 2007 primarily due to pine beetle mitigation that was budgeted in the General Fund for 2007; these expenditures are now budgeted in the Special Projects Fund. Recreation expenditures are higher than 2007 primarily due to personnel costs and electric/gas costs. Miscellaneous expenditures are lower than 2007 primarily due to the last year's payment of \$3,044,750 for the gondola.

WATER FUND: 2008 expenditures are higher than 2007 primarily due to repair and maintenance costs and water capital projects expenditures. YTD Actual is lower than YTD Budget due to timing of capital projects.

CAPITAL FUND: 2008 expenditures are higher than 2007 due to capital expenditures for the Riverwalk Center Roof, Childcare Facility, and Recreation Center capital projects. Expenses are incurred as construction occurs and are subject to the timing of construction. For that reason, historical comparisons are not always useful. In addition, current year "YTD Budget" column is modeled upon last year's spending pattern, and may not always reflect this year's spending activity (YTD Actual). Prior year capital appropriations continue in effect until completed, abandoned or transferred, and are not reflected in current year budgets.

MARKETING FUND: Expenditures are primarily for contracted services (BRC) and contributions to community organizations. 2008 expenditures are higher than 2007 primarily due to the BRC monthly payments and grants to other agencies which are both budgeted to be higher than 2007.

GOLF FUND: 2008 expenditures are higher than 2007 primarily due to capital expenditures for landscaping equipment and fuel/oil/lubricants.

EXCISE TAX FUND: Because the Excise Tax Fund includes transfers to other funds and debt expenditures, any variance between fiscal years is a result of changes in budgeted transfers and changes in debt service payments.

AFFORDABLE HOUSING FUND: Expenditures are for down payment assistance loans, rental down payment assistance, childcare support, and other affordable housing related expenditures. 2008 expenditures are higher than 2007 due to payments for property acquisition and childcare support.

OPEN SPACE FUND: 2008 expenditures are higher than 2007 due primarily to capital costs associated with the Wellington Oro Water Treatment Plant. Prior year capital appropriations continue in effect until completed, abandoned or transferred, and are not reflected in current year budgets.

CONSERVATION TRUST FUND: 2008 expenditures are budgeted and incurred on a recurring monthly basis, so long as an eligible CIP project has been identified. 2008 is budgeted to be higher than 2007.

GARAGE SERVICES FUND: Expenditures for vehicle and equipment maintenance, repair and replacement occur in this fund. 2008 operational expenditures for this period are higher than 2007 primarily due to increased fuel costs and vehicle repair parts. 2008 capital expenditures are primarily for acquisition of new buses from prior year capital appropriation, which continue in effect until completed, abandoned or transferred, and are not reflected in current year budget.

INFORMATION SERVICES FUND: This fund provides telephone, computer equipment, software licenses, repair, and maintenance of the same. 2008 expenditures are slightly higher than last year primarily due to personnel costs.

FACILITIES MAINTENANCE FUND: Expenditures for maintenance and replacement of capital assets occur in this fund.

SPECIAL PROJECTS FUND: Expenditures for specified special projects are expended as incurred in this fund. 2008 expenditures are primarily for three buses, Breckenridge Heritage Alliance and other projects budgeted for in this fund.

The All Funds Summary and the All Funds Net of Inter-Fund Transfers Summary report 2008 YTD revenues approximately 8% and 9% higher than 2007 respectively. The current YTD expenditures are approximately 33% higher than 2007 for All Funds Summary and approximately 52% higher than 2007 as shown in the All Funds Net of Inter-Fund Transfers Summary.



TOWN OF BRECKENRIDGE
ALL FUNDS
Current Year to Prior Year Comparison
YTD Ending: September 2008

	Prior Year			Actual/Actual Pct Variance	Current Year				
	YTD Actual	YE Total	Pct of YE Rec'd/Spent		YTD Actual	YTD Budget	Actual/Budget Pct Variance	Annual Budget	75% of FY Pct of Budget Rec'd/Spent
General Fund	18,100,212	23,431,655	77.25	5.33	19,065,152	18,667,805	102.13	23,589,654	80.82
Water Fund	2,324,000	4,308,025	53.95	45.30	3,376,856	2,549,948	132.43	3,424,679	98.60
Capital Fund	3,981,757	13,610,108	29.26	-29.96	2,788,889	2,182,555	127.78	2,871,000	97.14
Marketing Fund	829,162	1,343,453	61.72	18.94	986,191	995,130	99.10	1,457,295	67.67
Golf Fund	2,510,601	2,677,189	93.78	-8.52	2,296,658	2,026,926	113.31	2,541,855	90.35
Excise Tax Fund	15,360,836	21,783,177	70.52	-8.52	14,051,709	17,217,810	81.61	21,570,493	65.14
Affordable Housing Fund	555,214	2,849,329	19.49	333.93	2,409,264	1,401,610	171.89	3,506,041	68.72
Open Space Fund	1,482,603	2,226,421	66.59	0.00	1,482,543	1,614,510	91.83	1,969,000	75.29
Conservation Trust Fund	25,524	35,043	72.84	1.63	25,939	22,337	116.13	30,600	84.77
Garage Services Fund	1,341,001	1,787,169	75.03	17.63	1,577,367	1,526,628	103.32	2,035,504	77.49
Information Services Fund	662,411	883,215	75.00	8.45	718,406	718,405	100.00	957,874	75.00
Facilities Maintenance Fund	322,806	430,408	75.00	0.00	322,807	322,808	100.00	430,410	75.00
Special Projects Fund	0	0	n/m	n/m	1,701,750	1,701,750	100.00	2,269,000	75.00
TOTAL REVENUE	47,496,128	75,365,190	63.02	6.96	50,803,529	50,948,222	99.72	66,653,405	76.22
General Fund	17,014,183	23,239,267	73.21	-10.92	15,155,742	16,715,058	90.67	23,752,046	63.81
Water Fund	1,655,828	3,205,460	51.66	7.87	1,786,198	4,148,794	43.05	5,545,139	32.21
Capital Fund	1,581,784	7,714,703	20.50	433.39	8,437,153	2,108,250	400.20	2,811,000	300.15
Marketing Fund	948,387	1,293,224	73.34	35.82	1,288,064	1,261,480	102.11	1,689,514	76.24
Golf Fund	1,290,888	2,106,117	61.29	6.14	1,370,188	1,414,071	96.90	2,446,018	56.02
Excise Tax Fund	13,760,935	23,882,767	57.62	16.54	16,036,603	15,972,660	100.40	21,492,810	74.61
Affordable Housing Fund	796,056	899,952	88.46	216.72	2,521,285	2,597,997	97.05	3,260,608	77.33
Open Space Fund	1,385,918	2,387,617	58.05	58.36	2,194,760	1,382,708	158.73	2,109,027	104.07
Conservation Trust Fund	22,500	30,000	75.00	50.00	33,750	33,750	100.00	45,000	75.00
Garage Services Fund - Ops	805,869	1,614,986	49.90	40.40	1,131,462	998,645	113.30	1,390,193	81.39
Garage Services Fund - Capital	361,850	100,958	358.42	199.74	1,084,594	576,154	188.25	747,440	145.11
Information Services Fund	633,156	859,713	73.65	2.62	649,728	772,725	84.08	1,015,757	63.96
Facilities Maintenance Fund	0	20,689	0.00	n/m	0	0	n/m	136,722	0.00
Special Projects Fund	0	0	n/m	n/m	1,768,201	1,701,214	103.94	2,268,286	77.95
TOTAL EXPENDITURES	40,257,356	67,355,453	59.77	32.79	53,457,728	49,683,507	107.60	68,709,560	77.80



TOWN OF BRECKENRIDGE
ALL FUNDS NET OF INTER-FUND TRANSFERS
Current Year to Prior Year Comparison
YTD Ending: September 2008

	<i>Prior Year</i>			<i>Actual/Actual Pct Variance</i>	<i>Current Year</i>				<i>75% of FY Pct of Budget Rec'd/Spent</i>
	<i>YTD Actual</i>	<i>YE Total</i>	<i>Pct of YE Rec'd/Spent</i>		<i>YTD Actual</i>	<i>YTD Budget</i>	<i>Actual/Budget Pct Variance</i>	<i>Annual Budget</i>	
General Fund	7,576,083	9,411,733	80.50	16.26	8,808,043	8,410,697	104.72	9,913,509	88.85
Water Fund	2,324,000	4,308,025	53.95	45.30	3,376,856	2,549,948	132.43	3,424,679	98.60
Capital Fund	1,234,132	5,221,643	23.63	-29.66	868,138	261,805	331.60	310,000	280.04
Marketing Fund	731,662	1,213,453	60.30	4.04	761,191	770,130	98.84	1,157,295	65.77
Golf Fund	2,323,101	2,414,939	96.20	2.65	2,384,608	1,839,426	129.64	2,291,855	104.05
Excise Tax Fund	15,360,836	21,783,177	70.52	-8.52	14,051,709	17,217,810	81.61	21,570,493	65.14
Affordable Housing Fund	278,478	1,862,906	14.95	128.90	637,433	738,840	86.27	1,143,600	55.74
Open Space Fund	1,482,603	2,226,421	66.59	0.00	1,482,543	1,614,510	91.83	1,969,000	75.29
Conservation Trust Fund	25,524	35,043	72.84	1.63	25,939	22,337	116.13	30,600	84.77
Garage Services Fund	2,500	2,500	100.00	n/m	52,989	2,250	2,355.06	3,000	1,766.29
Information Services Fund	0	0	n/m	n/m	0	0	n/m	0	n/m
Facilities Maintenance Fund	0	0	n/m	n/m	0	0	n/m	0	n/m
Special Projects Fund	0	0	n/m	n/m	1,701,750	1,701,750	100.00	2,269,000	75.00
TOTAL REVENUE	31,338,920	48,479,838	64.64	8.97	34,151,200	35,129,502	97.22	44,083,031	77.47
General Fund	14,975,481	20,520,974	72.98	-14.08	12,867,172	14,427,314	89.19	20,701,979	62.15
Water Fund	1,303,756	2,736,031	47.65	10.66	1,442,766	3,805,362	37.91	5,087,229	28.36
Capital Fund	1,581,784	7,714,703	20.50	433.39	8,437,153	2,108,250	400.20	2,811,000	300.15
Marketing Fund	948,387	1,293,224	73.34	35.82	1,288,064	1,261,480	102.11	1,689,514	76.24
Golf Fund	1,232,462	2,028,215	60.77	5.95	1,305,743	1,349,626	96.75	2,360,091	55.33
Excise Tax Fund	78,669	297,338	26.46	n/m	1,842,462	1,778,519	103.60	2,567,288	71.77
Affordable Housing Fund	796,056	899,952	88.46	216.72	2,521,285	2,597,997	97.05	3,260,608	77.33
Open Space Fund	1,382,050	2,382,459	58.01	58.50	2,190,487	1,378,435	158.91	2,103,330	104.14
Conservation Trust Fund	0	0	n/m	n/m	0	0	n/m	0	n/m
Garage Services Fund - Ops	805,869	1,614,986	49.90	40.40	1,131,462	998,645	113.30	1,390,193	81.39
Garage Services Fund - Capital	361,850	100,958	358.42	199.74	1,084,594	576,154	188.25	747,440	145.11
Information Services Fund	630,602	856,307	73.64	3.00	649,546	772,543	84.08	1,015,515	63.96
Facilities Maintenance Fund	0	20,689	0.00	n/m	0	0	n/m	136,722	0.00
Special Projects Fund	0	0	n/m	n/m	1,768,201	1,701,214	103.94	2,268,286	77.95
TOTAL EXPENDITURES	24,096,966	40,465,836	59.55	51.59	36,528,934	32,755,539	111.52	46,139,195	79.17



TOWN OF BRECKENRIDGE
EXCISE FUND
 Current Year to Prior Year Comparison
 YTD Ending: September 2008

	<i>Prior Year</i>				<i>Actual/Actual Pct Variance</i>	<i>Current Year</i>				<i>75% of FY Pct of Budget Rec'd/Spent</i>
	<i>YTD Actual</i>	<i>YE Total</i>	<i>Pct of YE Rec'd/Spent</i>			<i>YTD Actual</i>	<i>YTD Budget</i>	<i>Actual/Budget Pct Variance</i>	<i>Annual Budget</i>	
Sales Tax	8,875,933	13,040,545	68.06	1.47	9,006,591	10,472,126	86.01	12,955,270	69.52	
Accomodations Taxes	1,357,445	1,803,464	75.27	4.50	1,418,585	1,544,314	91.86	1,713,223	82.80	
RETT	4,239,028	5,675,235	74.69	-30.94	2,927,469	4,257,526	68.76	5,700,000	51.36	
Miscellaneous Taxes	404,835	602,106	67.24	22.79	497,086	463,982	107.13	602,000	82.57	
Investment Income	483,596	661,827	73.07	-58.23	201,978	479,862	42.09	600,000	33.66	
TOTAL REVENUE	15,360,836	21,783,177	70.52	-8.52	14,051,709	17,217,810	81.61	21,570,493	65.14	
Transfers	13,682,267	23,585,429	58.01	16.18	15,895,891	15,895,891	100.00	21,194,522	75.00	
Debt Service	78,669	297,338	26.46	78.87	140,712	76,769	183.29	298,288	47.17	
TOTAL EXPENDITURES	13,760,935	23,882,767	57.62	16.54	16,036,603	15,972,660	100.40	21,492,810	74.61	
YTD EXCESS/(DEFICIT)	1,599,901	-2,099,590			-1,984,894	1,245,150		77,683		
Jan. 1 2008 Fund Balance					10,008,355					
Reserved for Debt Service					-900,000					
UNAUDITED BALANCE					7,123,461					



TOWN OF BRECKENRIDGE
GENERAL FUND
Current Year to Prior Year Comparison
YTD Ending: September 2008

	<i>Prior Year</i>			<i>Actual/Actual Pct Variance</i>	<i>Current Year</i>				<i>75% of FY Pct of Budget Rec'd/Spent</i>
	<i>YTD Actual</i>	<i>YE Total</i>	<i>Pct of YE Rec'd/Spent</i>		<i>YTD Actual</i>	<i>YTD Budget</i>	<i>Actual/Budget Pct Variance</i>	<i>Annual Budget</i>	
REVENUES									
Recreation Fees	1,900,998	2,618,575	72.60	-4.37	1,817,990	1,866,485	97.40	2,592,700	70.12
Property Tax	2,117,571	2,187,999	96.78	56.57	3,315,431	3,289,976	100.77	3,359,675	98.68
Investment Income	479,197	828,584	57.83	-19.47	385,876	506,929	76.12	630,000	61.25
Miscellaneous Income	178,991	232,213	77.08	20.49	215,675	134,789	160.01	169,900	126.94
Charges For Services	1,088,386	1,351,509	80.53	7.60	1,171,154	927,859	126.22	1,077,450	108.70
Licenses and Permits	949,754	1,144,615	82.98	-2.24	928,519	696,259	133.36	842,150	110.26
Intergovernmental	637,100	747,414	85.24	15.76	737,519	795,362	92.73	982,933	75.03
Fines/Forfeitures	224,086	300,824	74.49	5.26	235,878	193,037	122.19	258,700	91.18
Transfers In	10,524,129	14,019,922	75.07	-2.54	10,257,108	10,257,109	100.00	13,676,145	75.00
Revenues	18,100,212	23,431,655	77.25	5.33	19,065,152	18,667,805	102.13	23,589,654	80.82
EXPENDITURES									
General Government	1,277,213	1,822,663	70.07	18.46	1,513,022	1,797,139	84.19	2,480,385	61.00
Community Development	1,067,356	1,527,951	69.86	14.38	1,220,803	1,397,346	87.37	1,919,988	63.58
Engineering	311,297	429,530	72.47	16.71	363,329	367,309	98.92	512,760	70.86
Finance	767,251	1,114,833	68.82	0.98	774,778	892,315	86.83	1,294,176	59.87
Parking and Transit	1,497,058	2,067,358	72.41	31.66	1,970,987	2,102,790	93.73	2,833,036	69.57
Police	2,181,469	2,861,840	76.23	9.06	2,379,114	2,599,665	91.52	3,593,689	66.20
Public Works	3,481,988	5,020,450	69.36	-2.62	3,390,906	3,870,689	87.60	5,378,626	63.04
Recreation	2,973,323	4,329,635	68.67	12.71	3,351,160	3,522,650	95.13	5,048,780	66.38
Miscellaneous	3,393,293	3,529,234	96.15	-96.21	128,700	109,500	117.53	146,000	88.15
Debt Service	63,936	533,002	12.00	-1.55	62,945	55,656	113.10	544,606	11.56
Transfers Out	0	0	n/m	n/m	0	0	n/m	0	n/m
Expenditures	17,014,183	23,236,495	73.22	-10.92	15,155,742	16,715,058	90.67	23,752,046	63.81
Rev Over(Under) Exp	1,086,029	195,160			3,909,409	1,952,747		-162,392	
Jan. 1 2008 Fund Balance					11,970,176				
Operating Reserve					-5,800,000				
Tabor Reserve					-700,000				
Debt Service Reserve					-1,200,000				
Medical Reserve					-500,000				
Unaudited Balance					7,679,585				



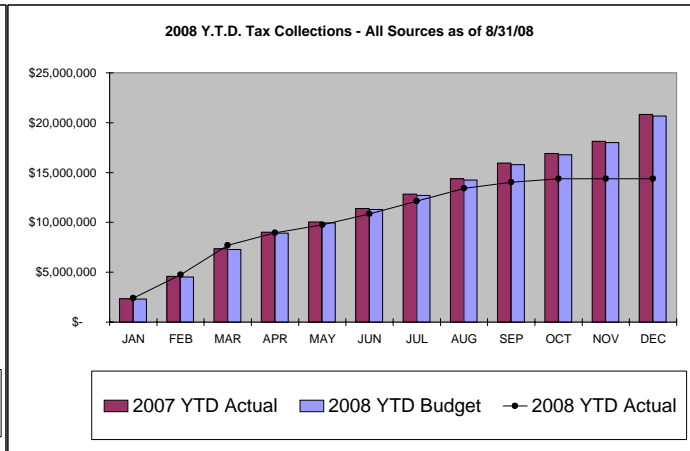
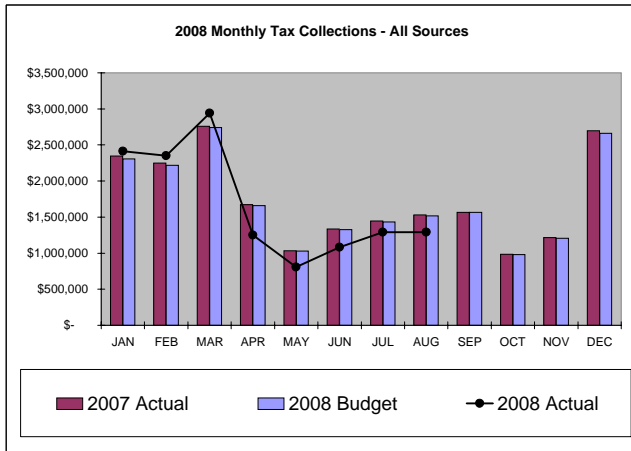
TOWN OF BRECKENRIDGE

Affordable Housing Fund
YTD Ending: September 2008

	<i>Total Budget</i>	<i>YTD Activity SEP-08</i>	<i>PTD Activity SEP-08</i>	<i>Budget Balance SEP-08</i>	<i>Pct Used SEP-08</i>
	-----	-----	-----	-----	-----
Revenue					
007 0928 41211 SALES TAX	285,600	273,854	23,923	11,746	95.89%
007 0928 44350 SHA DEVELOPMENT IMPACT F	800,000	332,407	63,394	467,593	41.55%
007 0928 46162 TRF FROM EXCISE TAX FUND	2,362,441	1,771,831	196,870	590,610	75.00%
007 0928 49191 INVESTMENT INCOME	10,000	6,702	1,354	3,298	67.02%
007 0928 49591 RENTAL INCOME	28,000	24,471	2,686	3,529	87.40%
007 0928 49592 MORTGAGE PAYMENTS	20,000	0	0	20,000	0.00%
Total Revenue	3,506,041	2,409,265	288,227	1,096,776	68.72%
Expense					
007 0928 52239 MISC R & M SUPPLIES	1,000	0	0	1,000	0.00%
007 0928 53334 MEMBERSHIP FEES	2,880	1,905	218	975	66.15%
007 0928 53341 ELECTRIC & GAS	0	823	104	-823	n/m
007 0928 53360 CHILD CARE PROGRAMS	598,628	421,820	59,107	176,808	70.46%
007 0928 54446 HOUSING CAPITAL (IMPACT	1,085,600	967,881	13,218	117,719	89.16%
007 0928 54448 HOUSING CAPITAL & PROJEC	1,500,000	1,024,468	13,354	475,532	68.30%
007 0928 57711 GRANTS TO OTHER AGENCIES	72,500	103,338	563	-30,838	142.53%
Total Expense	3,260,608	2,520,235	86,564	740,373	77.29%

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

Sales Period	2007 Collections			2008 Budget			2008 Monthly			2008 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2007	% of Budget	Actual	% Change from 2007	% of Budget
JAN	\$ 2,348,308	\$ 2,348,308	11.3%	\$ 2,308,254	\$ 2,308,254	11.2%	\$ 2,414,468	2.8%	104.6%	\$ 2,414,468	2.8%	11.7%
FEB	\$ 2,247,412	\$ 4,595,720	22.1%	\$ 2,219,423	\$ 4,527,677	21.9%	\$ 2,350,505	4.6%	105.9%	\$ 4,764,973	3.7%	23.1%
MAR	\$ 2,757,097	\$ 7,352,817	35.3%	\$ 2,742,890	\$ 7,270,567	35.2%	\$ 2,939,707	6.6%	107.2%	\$ 7,704,680	4.8%	37.3%
APR	\$ 1,672,447	\$ 9,025,264	43.3%	\$ 1,658,921	\$ 8,929,488	43.2%	\$ 1,249,210	-25.3%	75.3%	\$ 8,953,890	-0.8%	43.4%
MAY	\$ 1,034,214	\$ 10,059,479	48.3%	\$ 1,030,178	\$ 9,959,666	48.2%	\$ 808,893	-21.8%	78.5%	\$ 9,762,783	-2.9%	47.3%
JUN	\$ 1,333,633	\$ 11,393,112	54.7%	\$ 1,327,500	\$ 11,287,166	54.6%	\$ 1,081,794	-18.9%	81.5%	\$ 10,844,577	-4.8%	52.5%
JUL	\$ 1,445,255	\$ 12,838,367	61.6%	\$ 1,430,645	\$ 12,717,811	61.6%	\$ 1,290,595	-10.7%	90.2%	\$ 12,135,172	-5.5%	58.8%
AUG	\$ 1,530,395	\$ 14,368,763	69.0%	\$ 1,517,698	\$ 14,235,509	68.9%	\$ 1,291,414	-15.6%	85.1%	\$ 13,426,586	-6.6%	65.0%
SEP	\$ 1,566,855	\$ 15,935,618	76.5%	\$ 1,565,698	\$ 15,801,207	76.5%	\$ 604,037	-61.4%	38.6%	\$ 14,030,623	-12.0%	67.9%
OCT	\$ 986,233	\$ 16,921,851	81.2%	\$ 981,119	\$ 16,782,326	81.3%	\$ 334,621	-66.1%	34.1%	\$ 14,365,244	-15.1%	69.6%
NOV	\$ 1,215,687	\$ 18,137,538	87.1%	\$ 1,208,068	\$ 17,990,393	87.1%	\$ -	-100.0%	0.0%	\$ 14,365,244	-20.8%	69.6%
DEC	\$ 2,696,805	\$ 20,834,342	100.0%	\$ 2,663,700	\$ 20,654,093	100.0%	\$ -	-100.0%	0.0%	\$ 14,365,244	-31.1%	69.6%



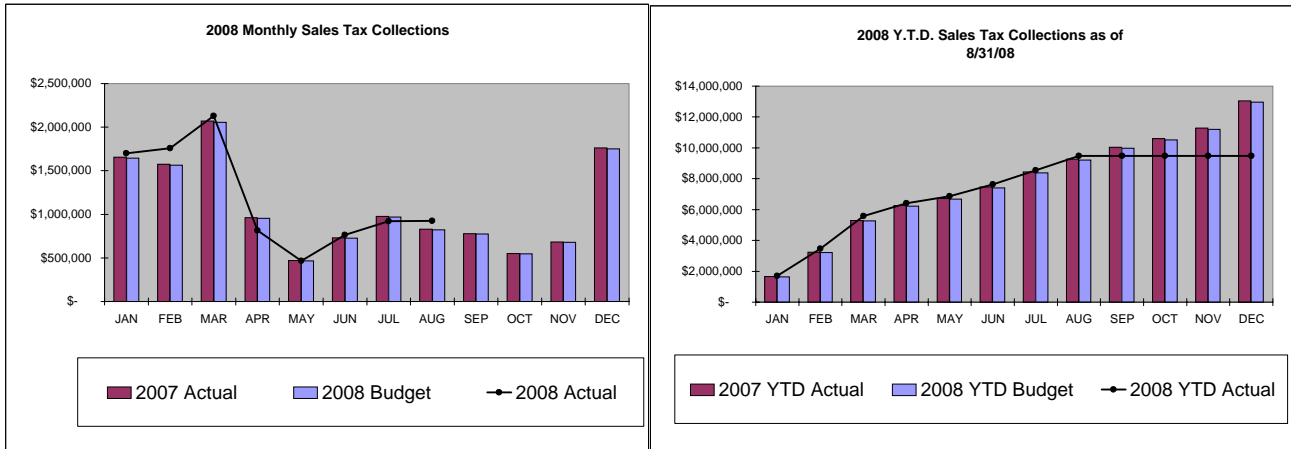
Prior Year Actual and Current Year Budget Variances

	TOTAL	Sales	Accommodations	RETT	Housing
vs. August 07 Actual	(238,981)	94,911	(11,423)	(319,907)	(2,562)
vs. August 08 Budget	(226,283)	100,334	(7,312)	(322,500)	3,194
vs. YTD 07 Actual	(942,176)	210,825	43,136	(1,203,600)	7,463
vs. YTD 08 Budget	(808,923)	271,418	111,059	(1,218,991)	27,592

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

Sales Period	2007 Collections			2008 Budget			2008 Monthly			2008 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2007	% of Budget	Actual	% Change from 2007	% of Budget
JAN	\$ 1,655,286	\$ 1,655,286	12.7%	\$ 1,644,461	\$ 1,644,461	12.7%	\$ 1,699,052	2.6%	103.3%	\$ 1,699,052	2.6%	13.1%
FEB	1,573,159	3,228,444	24.8%	1,562,871	3,207,333	24.8%	1,759,932	11.9%	112.6%	3,458,985	7.1%	26.7%
MAR	2,068,772	5,297,217	40.6%	2,055,244	5,262,577	40.6%	2,129,985	3.0%	103.6%	5,588,969	5.5%	43.1%
APR	961,921	6,259,137	48.0%	955,630	6,218,207	48.0%	814,209	-15.4%	85.2%	6,403,179	2.3%	49.4%
MAY	468,712	6,727,849	51.6%	465,647	6,683,854	51.6%	464,918	-0.8%	99.8%	6,868,097	2.1%	53.0%
JUN	731,509	7,459,358	57.2%	726,726	7,410,580	57.2%	761,897	4.2%	104.8%	7,629,994	2.3%	58.9%
JUL	977,334	8,436,692	64.7%	970,943	8,381,523	64.7%	922,613	-5.6%	95.0%	8,552,607	1.4%	66.0%
AUG	829,380	9,266,072	71.1%	823,957	9,205,479	71.1%	924,291	11.4%	112.2%	9,476,897	2.3%	73.2%
SEP	779,729	10,045,801	77.0%	774,630	9,980,110	77.0%	-	-100.0%	0.0%	9,476,897	-5.7%	73.2%
OCT	549,408	10,595,209	81.2%	545,815	10,525,925	81.2%	-	-100.0%	0.0%	9,476,897	-10.6%	73.2%
NOV	682,786	11,277,995	86.5%	678,321	11,204,246	86.5%	-	-100.0%	0.0%	9,476,897	-16.0%	73.2%
DEC	\$ 1,762,550	\$ 13,040,545	100.0%	\$ 1,751,024	\$ 12,955,270	100.0%	\$ -	-100.0%	0.0%	\$ 9,476,897	-27.3%	73.2%

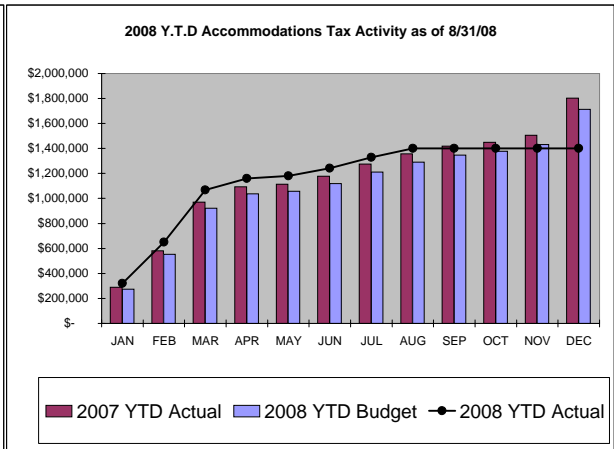
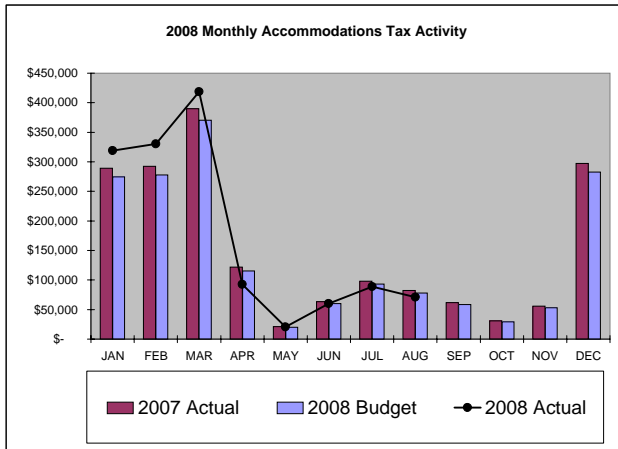
Sales tax amounts reflect collections net of the 3.3% transferred to the Marketing Fund and .5% tax earmarked for Open Space.



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

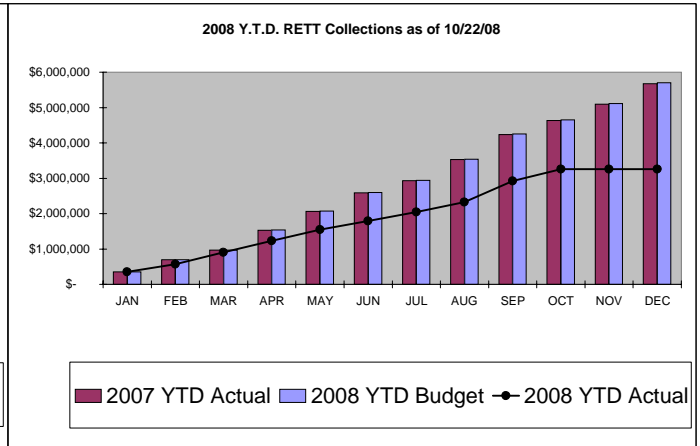
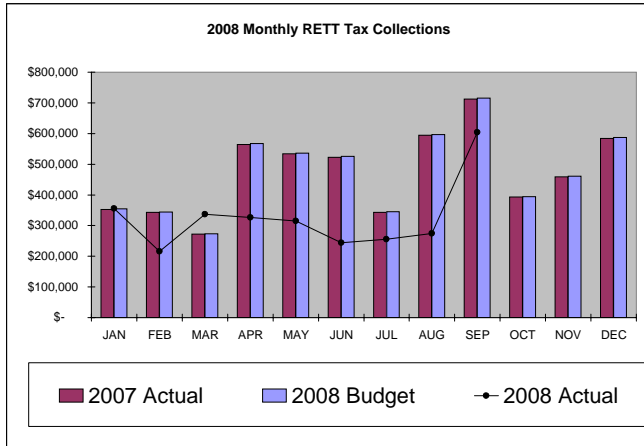
Sales Period	2007 Collections			2008 Budget			2008 Monthly			2008 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2007	% of Budget	Actual	% Change from 2007	% of Budget
JAN	\$ 288,977	\$ 288,977	16.0%	\$ 274,518	\$ 274,518	16.0%	\$ 319,027	10.4%	116.2%	\$ 319,027	10.4%	18.6%
FEB	292,577	581,554	32.2%	277,937	552,455	32.2%	330,262	12.9%	118.8%	649,289	11.6%	37.9%
MAR	389,705	971,260	53.9%	370,205	922,660	53.9%	418,622	7.4%	113.1%	1,067,911	10.0%	62.3%
APR	121,571	1,092,831	60.6%	115,488	1,038,149	60.6%	92,660	-23.8%	80.2%	1,160,571	6.2%	67.7%
MAY	20,872	1,113,703	61.8%	19,827	1,057,976	61.8%	20,413	-2.2%	103.0%	1,180,984	6.0%	68.9%
JUN	63,384	1,177,086	65.3%	60,212	1,118,188	65.3%	60,094	-5.2%	99.8%	1,241,078	5.4%	72.4%
JUL	98,186	1,275,272	70.7%	93,273	1,211,461	70.7%	88,754	-9.6%	95.2%	1,329,831	4.3%	77.6%
AUG	82,172	1,357,445	75.3%	78,060	1,289,522	75.3%	70,749	-13.9%	90.6%	1,400,580	3.2%	81.8%
SEP	61,629	1,419,073	78.7%	58,545	1,348,067	78.7%	-	-100.0%	0.0%	1,400,580	-1.3%	81.8%
OCT	30,799	1,449,873	80.4%	29,258	1,377,325	80.4%	-	-100.0%	0.0%	1,400,580	-3.4%	81.8%
NOV	56,042	1,505,915	83.5%	53,238	1,430,563	83.5%	-	-100.0%	0.0%	1,400,580	-7.0%	81.8%
DEC	\$ 297,549	\$ 1,803,464	100.0%	\$ 282,660	\$ 1,713,223	100.0%	\$ -	-100.0%	0.0%	\$ 1,400,580	-22.3%	81.8%

Accommodation tax amounts reflect collections at the 2% rate.



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

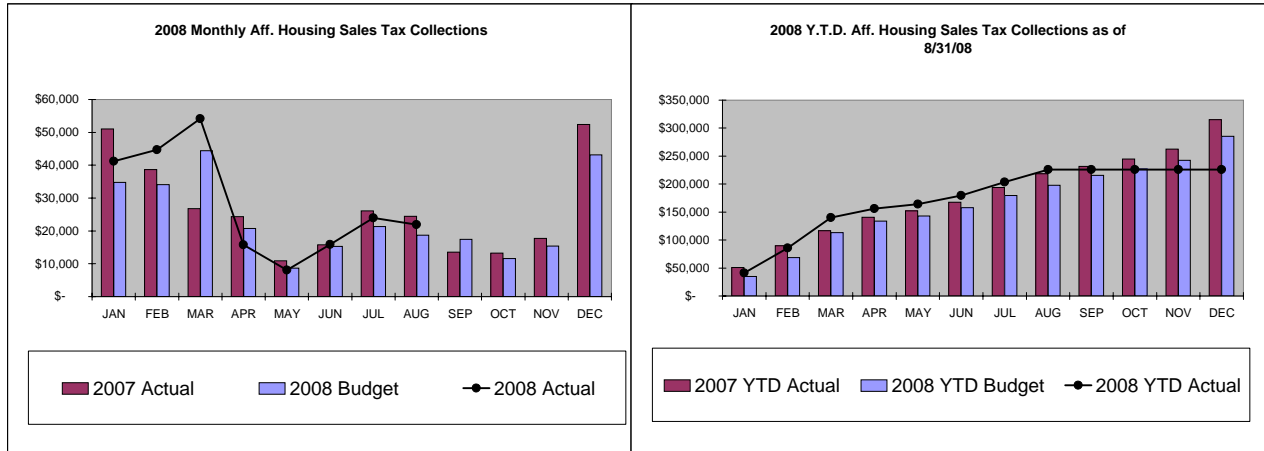
Sales Period	2007 Collections			2008 Budget			2008 Monthly			2008 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2007	% of Budget	Actual	% Change from 2007	% of Budget
JAN	\$ 352,958	\$ 352,958	6.2%	\$ 354,498	\$ 354,498	6.2%	\$ 355,179	0.6%	100.2%	\$ 355,179	0.6%	6.2%
FEB	342,995	695,953	12.3%	344,492	698,990	12.3%	215,566	-37.2%	62.6%	570,745	-18.0%	10.0%
MAR	271,817	967,770	17.1%	273,003	971,993	17.1%	336,956	24.0%	123.4%	907,701	-6.2%	15.9%
APR	564,624	1,532,394	27.0%	567,088	1,539,081	27.0%	326,521	-42.2%	57.6%	1,234,222	-19.5%	21.7%
MAY	533,680	2,066,074	36.4%	536,009	2,075,090	36.4%	315,494	-40.9%	58.9%	1,549,716	-25.0%	27.2%
JUN	522,999	2,589,073	45.6%	525,282	2,600,371	45.6%	243,969	-53.4%	46.4%	1,793,685	-30.7%	31.5%
JUL	343,610	2,932,683	51.7%	345,109	2,945,481	51.7%	255,305	-25.7%	74.0%	2,048,990	-30.1%	35.9%
AUG	594,349	3,527,032	62.1%	596,942	3,542,423	62.1%	274,442	-53.8%	46.0%	2,323,432	-34.1%	40.8%
SEP	711,996	4,239,028	74.7%	715,103	4,257,526	74.7%	604,037	-15.2%	84.5%	2,927,469	-30.9%	51.4%
OCT	392,752	4,631,779	81.6%	394,466	4,651,991	81.6%	334,621	-14.8%	84.8%	3,262,090	-29.6%	57.2%
NOV	459,147	5,090,926	89.7%	461,150	5,113,142	89.7%	-	-100.0%	0.0%	3,262,090	-35.9%	57.2%
DEC	\$ 584,308	\$ 5,675,235	100.0%	\$ 586,858	\$ 5,700,000	100.0%	\$ -	-100.0%	0.0%	\$ 3,262,090	-42.5%	57.2%



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

Sales Period	2007 Collections			2008 Budget			2008 Monthly			2008 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2007	% of Budget	Actual	% Change from 2007	% of Budget
JAN	\$ 51,087	\$ 51,087	16.2%	\$ 34,776	\$ 34,776	12.2%	\$ 41,210	-19.3%	118.5%	\$ 41,210	-19.3%	14.4%
FEB	38,682	89,768	12.3%	34,123	68,899	11.9%	44,745	15.7%	131.1%	85,955	-4.2%	30.1%
MAR	26,803	116,571	8.5%	44,438	113,337	15.6%	54,144	102.0%	121.8%	140,099	20.2%	49.1%
APR	24,331	140,903	7.7%	20,714	134,051	7.3%	15,820	-35.0%	76.4%	155,919	10.7%	54.6%
MAY	10,950	151,853	3.5%	8,695	142,746	3.0%	8,068	-26.3%	92.8%	163,987	8.0%	57.4%
JUN	15,741	167,594	5.0%	15,281	158,027	5.4%	15,834	0.6%	103.6%	179,821	7.3%	63.0%
JUL	26,125	193,719	8.3%	21,320	179,346	7.5%	23,923	-8.4%	112.2%	203,744	5.2%	71.3%
AUG	24,494	218,214	7.8%	18,738	198,085	6.6%	21,933	-10.5%	117.0%	225,676	3.4%	79.0%
SEP	13,502	231,715	4.3%	17,420	215,504	6.1%	-	-100.0%	0.0%	225,676	-2.6%	79.0%
OCT	13,274	244,990	4.2%	11,580	227,085	4.1%	-	-100.0%	0.0%	225,676	-7.9%	79.0%
NOV	17,712	262,701	5.6%	15,358	242,443	5.4%	-	-100.0%	0.0%	225,676	-14.1%	79.0%
DEC	\$ 52,398	\$ 315,099	16.6%	\$ 43,157	\$ 285,600	15.1%	\$ -	-100.0%	0.0%	\$ 225,676	-28.4%	79.0%

Affordable Housing Sales Tax reflects money distributed to the Town net of the Housing Authority share and is deposited directly into the Affordable Housing Fund
Jan. 2007 sales tax receipts include overpayments from a large vendor that have been credited back in later months



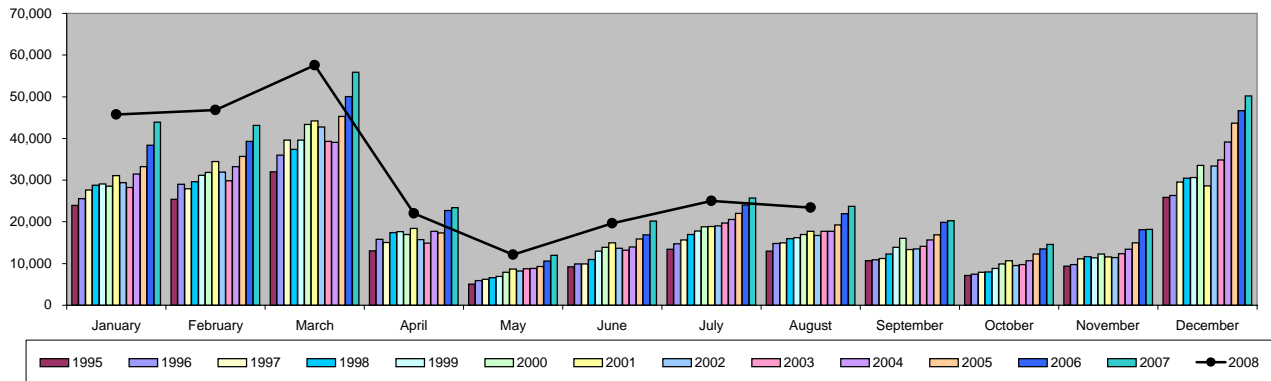
**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Total - All Categories

	Monthly Totals															YTD 2007	YTD 2008	YTD % Change 07-08
	Actual 1995	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Monthly 07-08			
January	23,917	25,557	27,635	28,801	29,065	28,563	31,078	29,408	28,210	31,448	33,224	38,415	43,866	45,776	4.4%	43,866	45,776	4.4%
February	25,373	28,985	27,917	29,631	31,137	31,869	34,425	31,954	29,893	33,199	35,711	39,290	43,166	46,849	8.5%	87,032	92,625	6.4%
March	32,003	35,967	39,570	37,415	39,642	43,397	44,187	42,716	39,324	39,106	45,253	50,031	55,915	57,566	3.0%	142,947	150,191	5.1%
April	13,019	15,800	15,064	17,458	17,634	17,001	18,459	15,706	14,908	17,721	17,376	22,741	23,444	22,004	-6.1%	166,391	172,195	3.5%
May	5,055	5,898	6,250	6,577	6,911	7,907	8,706	8,186	8,768	8,826	9,294	10,587	12,012	12,143	1.1%	178,403	184,338	3.3%
June	9,173	9,883	9,873	10,959	12,963	13,910	15,001	13,654	13,240	13,953	15,889	16,922	20,217	19,660	-2.8%	198,620	203,998	2.7%
July	13,419	14,775	15,621	16,993	17,806	18,829	18,864	19,056	19,700	20,602	22,029	24,027	25,743	25,016	-2.8%	224,363	229,014	2.1%
August	12,942	14,784	14,989	15,987	16,166	16,988	17,725	16,706	17,755	17,734	19,254	21,925	23,730	23,409	-1.4%	248,093	252,423	1.7%
September	10,678	10,924	11,202	12,282	13,921	16,062	13,356	13,495	14,159	15,696	16,863	19,861	20,281	0	-100.0%	268,374	252,423	-5.9%
October	7,166	7,464	7,924	7,986	8,797	9,915	10,642	9,550	9,740	10,654	12,297	13,531	14,546	0	-100.0%	282,920	252,423	-10.8%
November	9,399	9,782	11,147	11,637	11,392	12,294	11,559	11,403	12,349	13,460	14,987	18,141	18,160	0	-100.0%	301,080	252,423	-16.2%
December	25,837	26,356	29,535	30,506	30,621	33,530	28,630	33,416	34,822	39,109	43,692	46,637	50,203	0	-100.0%	351,283	252,423	-28.1%

2008 Monthly Sales Tax Activity (in thousands of dollars)



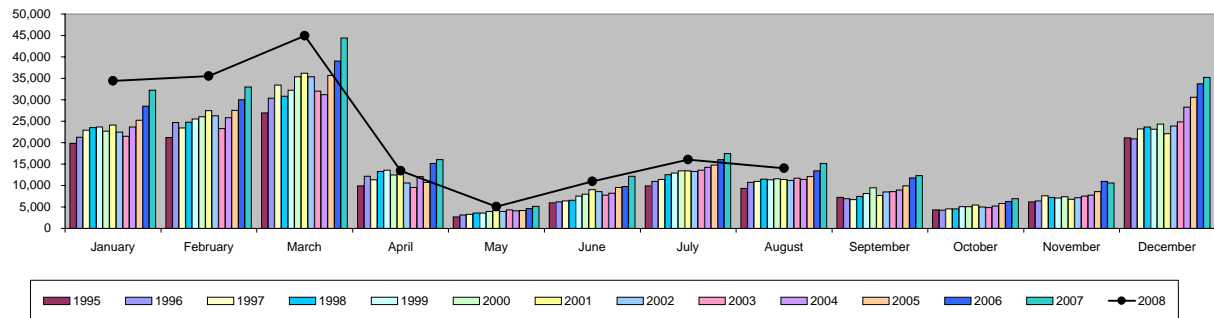
**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Retail-Restaurant-Lodging Summary

	Monthly Totals															Monthly 07-08	YTD 2007	YTD 2008	YTD % Change 07-08
	Actual 1995	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008					
January	19,862	21,263	22,893	23,523	23,629	22,723	24,118	22,465	21,509	23,620	25,240	28,528	32,250	34,415	6.7%	32,250	34,415	6.7%	
February	21,191	24,673	23,443	24,805	25,532	26,044	27,464	26,258	23,253	25,826	27,553	29,972	33,022	35,536	7.6%	65,272	69,951	7.2%	
March	26,964	30,343	33,414	30,809	32,254	35,348	36,196	35,344	31,988	31,209	35,705	39,051	44,390	44,935	1.2%	109,662	114,886	4.8%	
April	9,924	12,182	11,347	13,256	13,579	12,426	13,029	10,587	9,562	12,102	10,773	15,134	16,017	13,429	-16.2%	125,679	128,315	2.1%	
May	2,700	3,167	3,264	3,565	3,610	3,949	4,203	3,950	4,331	4,095	4,179	4,647	5,143	5,102	-0.8%	130,822	133,417	2.0%	
June	5,955	6,174	6,451	6,588	7,513	8,001	9,058	8,619	7,724	8,217	9,568	9,789	12,198	10,997	-9.8%	143,020	144,414	1.0%	
July	9,914	10,950	11,405	12,527	12,944	13,464	13,406	13,292	13,590	14,248	14,766	16,038	17,486	16,045	-8.2%	160,506	160,459	0.0%	
August	9,292	10,738	10,981	11,517	11,352	11,542	11,407	11,174	11,717	11,429	12,122	13,446	15,151	14,006	-7.6%	175,657	174,465	-0.7%	
September	7,220	6,966	6,687	7,492	8,160	9,443	7,666	8,513	8,599	8,940	9,897	11,761	12,347	0	-100.0%	188,004	174,465	-7.2%	
October	4,313	4,232	4,560	4,578	5,049	5,054	5,425	4,991	4,855	5,257	5,824	6,248	6,910	0	-100.0%	194,914	174,465	-10.5%	
November	6,203	6,426	7,617	7,255	7,122	7,352	6,816	7,174	7,511	7,771	8,557	10,963	10,616	0	-100.0%	205,530	174,465	-15.1%	
December	21,142	20,928	23,219	23,650	23,124	24,361	22,090	23,901	24,818	28,314	30,619	33,736	35,207	0	-100.0%	240,737	174,465	-27.5%	

2008 Monthly Sales Tax Activity (in thousands of dollars)



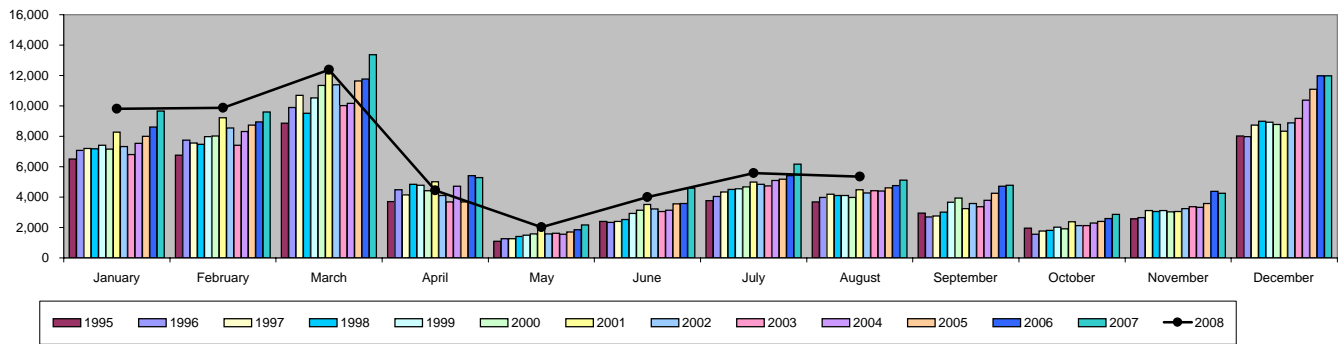
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Retail Sales

	Month To Date															Actual 2007	Actual 2008	YTD % CHG
	Actual 1995	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Monthly % CHG			
January	6,497	7,079	7,205	7,173	7,411	7,149	8,271	7,320	6,807	7,545	8,001	8,607	9,665	9,814	1.5%	9,665	9,814	1.5%
February	6,756	7,753	7,568	7,474	7,983	8,024	9,231	8,549	7,418	8,312	8,744	8,942	9,607	9,876	2.8%	19,272	19,690	2.2%
March	8,858	9,902	10,702	9,507	10,525	11,337	12,116	11,390	10,028	10,162	11,632	11,774	13,373	12,379	-7.4%	32,645	32,069	-1.8%
April	3,702	4,481	4,156	4,841	4,789	4,423	5,008	4,105	3,679	4,714	3,678	5,406	5,281	4,451	-15.7%	37,926	36,520	-3.7%
May	1,092	1,263	1,272	1,408	1,492	1,569	2,014	1,583	1,626	1,549	1,708	1,858	2,163	2,026	-6.3%	40,089	38,546	-3.8%
June	2,404	2,335	2,391	2,521	2,931	3,135	3,514	3,227	3,062	3,140	3,565	3,589	4,591	4,008	-12.7%	44,680	42,554	-4.8%
July	3,767	4,040	4,336	4,499	4,543	4,678	4,998	4,838	4,732	5,087	5,174	5,403	6,176	5,579	-9.7%	50,856	48,133	-5.4%
August	3,693	3,981	4,199	4,109	4,100	3,973	4,492	4,269	4,429	4,397	4,620	4,757	5,110	5,345	4.6%	55,966	53,478	-4.4%
September	2,948	2,698	2,753	3,021	3,671	3,944	3,242	3,587	3,370	3,781	4,249	4,726	4,780	0	-100.0%	60,746	53,478	-12.0%
October	1,961	1,563	1,759	1,815	2,024	1,908	2,374	2,132	2,127	2,298	2,404	2,591	2,860	0	-100.0%	63,606	53,478	-15.9%
November	2,561	2,650	3,108	3,060	3,124	3,041	3,057	3,249	3,378	3,326	3,586	4,376	4,263	0	-100.0%	67,869	53,478	-21.2%
December	8,026	7,978	8,746	8,985	8,919	8,782	8,338	8,893	9,184	10,388	11,099	11,971	11,983	0	-100.0%	79,852	53,478	-33.0%

2008 Monthly Sales Tax Activity (in thousands of dollars)



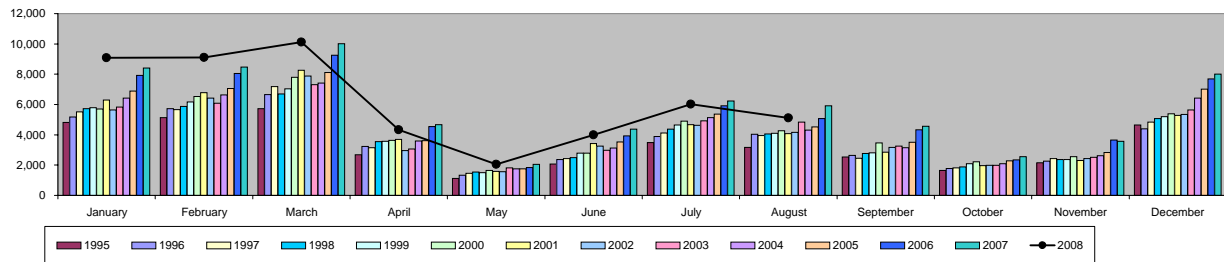
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Restaurants/Bars

	Month To Date															Actual 2007	Actual 2008	YTD % CHG
	Actual 1995	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Monthly % CHG			
January	4,810	5,180	5,515	5,723	5,784	5,697	6,300	5,644	5,835	6,425	6,897	7,924	8,414	9,081	7.9%	8,414	9,081	7.9%
February	5,125	5,735	5,667	5,880	6,162	6,519	6,783	6,412	6,092	6,637	7,047	8,058	8,467	9,109	7.6%	16,881	18,190	7.8%
March	5,731	6,651	7,180	6,688	7,031	7,792	8,258	7,870	7,307	7,413	8,117	9,256	10,015	10,129	1.1%	26,896	28,319	5.3%
April	2,683	3,238	3,149	3,548	3,576	3,624	3,706	2,967	3,068	3,595	3,609	4,552	4,676	4,331	-7.4%	31,572	32,650	3.4%
May	1,129	1,329	1,454	1,541	1,492	1,641	1,590	1,561	1,808	1,746	1,760	1,832	2,057	2,055	-0.1%	33,629	34,705	3.2%
June	2,079	2,364	2,437	2,488	2,796	2,779	3,413	3,257	2,982	3,136	3,525	3,938	4,368	3,984	-8.8%	37,997	38,689	1.8%
July	3,491	3,877	4,113	4,380	4,639	4,910	4,675	4,632	4,913	5,138	5,375	5,905	6,236	6,028	-3.3%	44,233	44,717	1.1%
August	3,161	4,032	3,953	4,056	4,106	4,270	4,068	4,156	4,832	4,302	4,521	5,067	5,917	5,123	-13.4%	50,150	49,840	-0.6%
September	2,526	2,641	2,452	2,770	2,814	3,468	2,860	3,169	3,249	3,138	3,498	4,340	4,570	0	-100.0%	54,720	49,840	-8.9%
October	1,643	1,779	1,807	1,870	2,097	2,220	1,959	1,977	1,978	2,100	2,290	2,352	2,546	0	-100.0%	57,266	49,840	-13.0%
November	2,160	2,261	2,428	2,364	2,367	2,558	2,307	2,425	2,520	2,624	2,841	3,651	3,573	0	-100.0%	60,839	49,840	-18.1%
December	4,658	4,402	4,834	5,076	5,191	5,393	5,275	5,354	5,646	6,428	7,017	7,681	7,997	0	-100.0%	68,836	49,840	-27.6%

2008 Monthly Sales Tax Activity (in thousands of dollars)



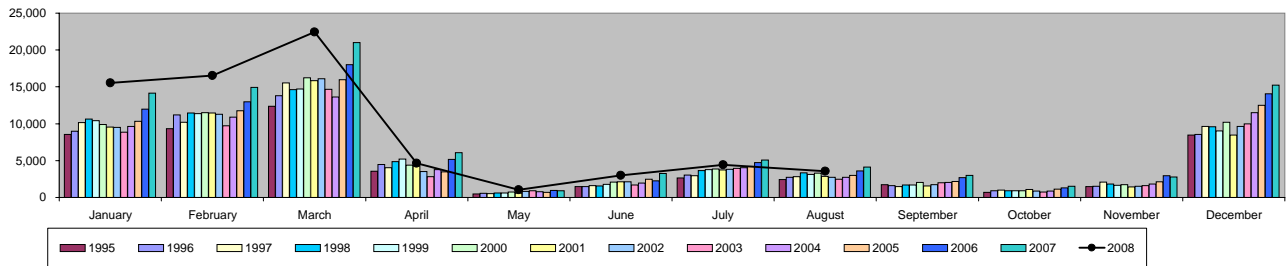
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Short-Term Lodging

	Month To Date															Actual 2007	Actual 2008	YTD % CHG
	Actual 1995	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Monthly % CHG			
January	8,555	9,004	10,173	10,627	10,434	9,877	9,547	9,501	8,867	9,650	10,342	11,997	14,171	15,520	9.5%	14,171	15,520	9.5%
February	9,310	11,185	10,208	11,451	11,387	11,501	11,450	11,297	9,743	10,877	11,762	12,972	14,948	16,551	10.7%	29,119	32,071	10.1%
March	12,375	13,790	15,532	14,614	14,698	16,219	15,822	16,084	14,653	13,634	15,956	18,021	21,002	22,427	6.8%	50,121	54,498	8.7%
April	3,539	4,463	4,042	4,867	5,214	4,379	4,315	3,515	2,815	3,793	3,486	5,176	6,060	4,647	-23.3%	56,181	59,145	5.3%
May	479	575	538	616	626	739	599	806	897	800	711	957	923	1,021	10.6%	57,104	60,166	5.4%
June	1,472	1,475	1,623	1,579	1,786	2,087	2,131	2,135	1,680	1,941	2,478	2,262	3,239	3,005	-7.2%	60,343	63,171	4.7%
July	2,656	3,033	2,956	3,648	3,762	3,876	3,733	3,822	3,945	4,023	4,217	4,730	5,074	4,438	-12.5%	65,417	67,609	3.4%
August	2,438	2,725	2,829	3,352	3,146	3,299	2,847	2,749	2,456	2,730	2,981	3,622	4,124	3,538	-14.2%	69,541	71,147	2.3%
September	1,746	1,627	1,482	1,701	1,675	2,031	1,564	1,757	1,980	2,021	2,150	2,695	2,997	0	-100.0%	72,538	71,147	-1.9%
October	709	890	994	893	928	926	1,092	882	750	859	1,130	1,305	1,504	0	-100.0%	74,042	71,147	-3.9%
November	1,482	1,515	2,081	1,831	1,631	1,753	1,452	1,500	1,613	1,821	2,130	2,936	2,780	0	-100.0%	76,822	71,147	-7.4%
December	8,458	8,548	9,639	9,589	9,014	10,186	8,477	9,654	9,988	11,498	12,503	14,084	15,227	0	-100.0%	92,049	71,147	-22.7%

2008 Monthly Sales Tax Activity (in thousands of dollars)



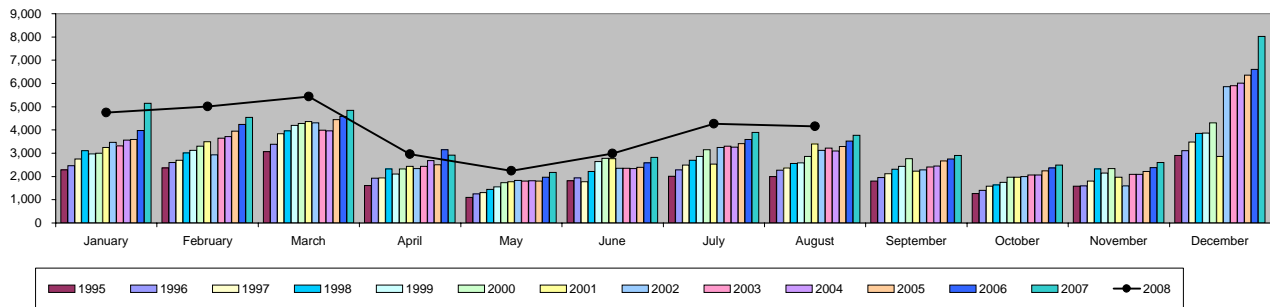
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Grocery/Liquor Stores

	Month To Date															Actual 2007	Actual 2008	YTD % CHG
	Actual 1995	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Monthly % CHG			
January	2,280	2,458	2,746	3,104	2,977	2,999	3,242	3,472	3,314	3,570	3,589	3,977	5,149	4,744	-7.9%	5,149	4,744	-7.9%
February	2,371	2,595	2,702	3,020	3,119	3,296	3,501	2,931	3,643	3,714	3,949	4,233	4,536	5,009	10.4%	9,685	9,753	0.7%
March	3,068	3,383	3,839	3,960	4,199	4,282	4,366	4,311	3,988	3,968	4,449	4,585	4,844	5,436	12.2%	14,529	15,189	4.5%
April	1,615	1,928	1,937	2,325	2,105	2,330	2,441	2,336	2,437	2,682	2,503	3,149	2,920	2,959	1.3%	17,449	18,148	4.0%
May	1,103	1,256	1,309	1,440	1,558	1,728	1,779	1,836	1,801	1,823	1,806	1,969	2,169	2,246	3.6%	19,618	20,394	4.0%
June	1,815	1,940	1,772	2,214	2,648	2,784	2,760	2,352	2,354	2,341	2,392	2,584	2,822	2,990	6.0%	22,440	23,384	4.2%
July	2,008	2,283	2,494	2,701	2,862	3,152	2,527	3,253	3,303	3,266	3,414	3,588	3,899	4,264	9.4%	26,339	27,648	5.0%
August	1,993	2,266	2,364	2,559	2,587	2,861	3,404	3,117	3,216	3,103	3,292	3,529	3,771	4,161	10.3%	30,110	31,809	5.6%
September	1,799	1,959	2,122	2,311	2,430	2,765	2,231	2,284	2,409	2,456	2,671	2,757	2,908	0	-100.0%	33,018	31,809	-3.7%
October	1,266	1,407	1,584	1,644	1,748	1,969	1,965	1,990	2,066	2,069	2,239	2,372	2,494	0	-100.0%	35,512	31,809	-10.4%
November	1,578	1,602	1,804	2,330	2,152	2,339	1,970	1,597	2,096	2,096	2,214	2,377	2,600	0	-100.0%	38,112	31,809	-16.5%
December	2,910	3,115	3,477	3,858	3,869	4,305	2,865	5,868	5,897	6,017	6,356	6,604	8,028	0	-100.0%	46,140	31,809	-31.1%

2008 Monthly Sales Tax Activity (in thousands of dollars)



IN 2001 A MAJOR GROCERY/LIQUOR VENDOR CHANGED ITS REPORTING FREQUENCY FROM 12 TO 13 PERIODS
THE TOWN IS AWARE OF INCONSISTENT FILING PRACTICES THAT HAVE NEGATIVELY IMPACTED COMPARISONS FOR THIS SECTOR.

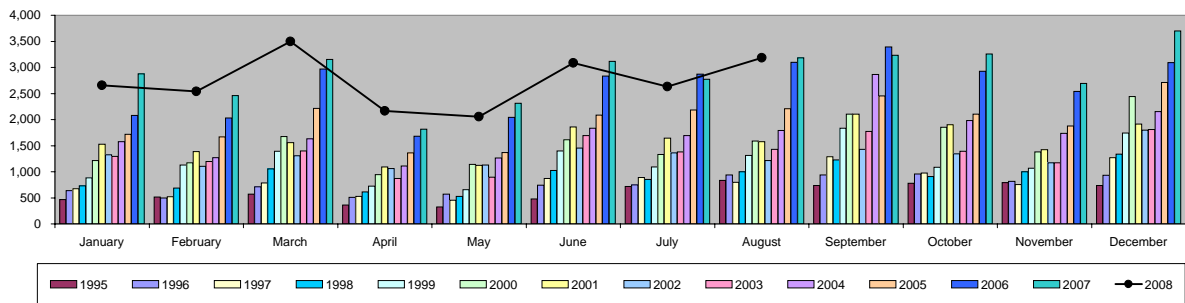
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Supplies

	Month To Date																YTD 2008	YTD % CHG
	Actual 1995	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Monthly % CHG			
January	466	635	676	728	884	1,216	1,527	1,327	1,294	1,574	1,720	2,081	2,876	2,656	-7.6%	2,876	2,656	-7.6%
February	515	499	522	685	1,126	1,170	1,385	1,106	1,197	1,268	1,669	2,029	2,459	2,539	3.3%	5,335	5,195	-2.6%
March	573	712	784	1,055	1,390	1,677	1,558	1,307	1,401	1,630	2,216	2,967	3,156	3,496	10.8%	8,491	8,691	2.4%
April	363	509	525	615	723	946	1,095	1,059	869	1,110	1,359	1,680	1,813	2,168	19.6%	10,304	10,859	5.4%
May	327	571	451	525	654	1,139	1,125	1,128	896	1,261	1,370	2,045	2,314	2,053	-11.3%	12,618	12,912	2.3%
June	476	742	870	1,024	1,400	1,615	1,858	1,455	1,696	1,837	2,083	2,836	3,119	3,085	-1.1%	15,737	15,997	1.7%
July	719	746	892	852	1,093	1,333	1,642	1,364	1,380	1,694	2,186	2,872	2,770	2,632	-5.0%	18,507	18,629	0.7%
August	836	936	800	1,001	1,314	1,591	1,578	1,217	1,429	1,794	2,211	3,096	3,187	3,184	-0.1%	21,694	21,813	0.5%
September	736	940	1,290	1,230	1,837	2,102	2,105	1,427	1,770	2,865	2,452	3,394	3,234	0	-100.0%	24,928	21,813	-12.5%
October	778	959	976	910	1,083	1,853	1,899	1,342	1,390	1,980	2,107	2,924	3,259	0	-100.0%	28,187	21,813	-22.6%
November	794	819	752	1,003	1,066	1,378	1,425	1,171	1,173	1,737	1,876	2,537	2,693	0	-100.0%	30,880	21,813	-29.4%
December	737	932	1,269	1,337	1,743	2,441	1,915	1,795	1,810	2,151	2,712	3,091	3,697	0	-100.0%	34,577	21,813	-36.9%

2008 Monthly Sales Tax Activity (in thousands of dollars)

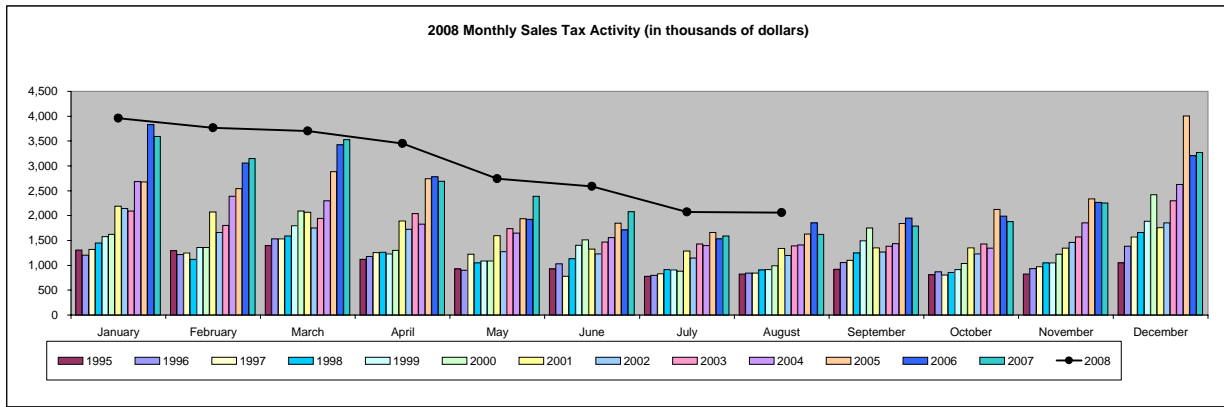


**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Utilities

	Month To Date																		YTD % CHG
	Actual 1995	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Monthly % CHG	Actual 2007	Actual 2008		
January	1,309	1,201	1,320	1,446	1,575	1,625	2,191	2,144	2,093	2,684	2,675	3,829	3,591	3,961	10.3%	3,591	3,961	10.3%	
February	1,296	1,218	1,250	1,121	1,360	1,359	2,075	1,659	1,800	2,391	2,540	3,056	3,149	3,765	19.6%	6,740	7,726	14.6%	
March	1,398	1,529	1,533	1,591	1,799	2,090	2,067	1,754	1,947	2,299	2,883	3,428	3,525	3,699	4.9%	10,265	11,425	11.3%	
April	1,117	1,181	1,255	1,262	1,227	1,299	1,894	1,724	2,040	1,827	2,741	2,778	2,694	3,448	28.0%	12,959	14,873	14.8%	
May	925	904	1,226	1,047	1,089	1,091	1,599	1,272	1,740	1,647	1,939	1,926	2,386	2,742	14.9%	15,345	17,615	14.8%	
June	927	1,027	780	1,133	1,402	1,510	1,325	1,228	1,466	1,558	1,846	1,713	2,078	2,588	24.5%	17,423	20,203	16.0%	
July	778	796	830	913	907	880	1,289	1,147	1,427	1,394	1,663	1,529	1,588	2,075	30.7%	19,011	22,278	17.2%	
August	821	844	844	910	913	994	1,336	1,198	1,393	1,408	1,629	1,854	1,621	2,058	27.0%	20,632	24,336	18.0%	
September	923	1,059	1,103	1,249	1,494	1,752	1,354	1,271	1,381	1,435	1,843	1,949	1,792	0	-100.0%	22,424	24,336	8.5%	
October	809	866	804	854	917	1,039	1,353	1,227	1,429	1,348	2,127	1,987	1,883	0	-100.0%	24,307	24,336	0.1%	
November	824	935	974	1,049	1,052	1,225	1,348	1,461	1,569	1,856	2,340	2,264	2,251	0	-100.0%	26,558	24,336	-8.4%	
December	1,048	1,381	1,570	1,661	1,885	2,423	1,760	1,852	2,297	2,627	4,005	3,206	3,271	0	-100.0%	29,829	24,336	-18.4%	



SEVERAL UTILITY VENDORS CHANGED FILING FREQUENCY FROM QUARTERLY TO MONTHLY IN 2001

Memorandum

To: Mayor and Council
Re: Budget Revisions
From: Clerk and Finance Division

TOWN OF BRECKENRIDGE 2009 PROPOSED BUDGET

The revisions detailed below are the results of Council direction at the 2009 Budget discussion on October 14, 2008.

GENERAL FUND

\$47,526 reduction of Community Development payroll costing transferred to Affordable Housing to reflect portion of time spent on Affordable Housing & Childcare programs. \$45,000 increase for wind power purchase.

EXCISE FUND

Reduced Sales Tax revenue by \$553,568; Accommodations by \$123,560; and RETT by \$144,872 by using proportionally the same percentage decrease as the figures suggested by Council, but matching the total approved reduction in expenditures. In expenditures, reductions were made to transfers - Golf by \$125,000; Capital by \$180,000; and Special Projects by \$317,000 to balance Excise Fund budget. The total reduction was \$822,000 (\$622,000 in reduction in expenses and \$200,000 in absorbing the initial fund balance increase).

UTILITY FUND

The Water Fund currently reflects changes made to the pro forma at the Budget Retreat. The Fund income reflects 1% annual fee increases through 2012. Thereafter, fees increase 3% in 2013 and 4% a year from 2014 through 2022 in order to cover projected operational costs.

GOLF FUND

Transfer from Excise Fund was eliminated.

AFFORDABLE HOUSING

\$47,526 increase in Personnel from transfer of Community Development payroll costing to reflect portion of time spent on Affordable Housing & Childcare programs.

MARKETING FUND

Decreased Sales and Accommodations Tax revenue by \$15,769 (proportionally the same decrease as the Excise reduction) to balance budget and bring fund balance down to zero.

Increased BRC's Marketing program expenditures to their ask of \$1,230,622. Decreased other BRC funding to \$100,000 (minus contingency fund of \$43,006), which includes Friends Welcome (if desired by BRC), Main Street Performances (if desired), and Event Enhancements (Snow Sculpture, Spring Massive, and Kingdom days) on a contingency basis.

CAPITAL PROJECTS FUND

Adjusted expenditures to agree with 2009 Capital Improvements Plan "A" list. Items that were placed on the "B" list include Underground Utilities (\$50,000), Arts District Improvements (\$150,000), and Public Art (\$30,000). Revenue was decreased by \$50,000 to reflect the "B" listing of the anticipated grant funding, for a net reduction of \$100,00 for Arts District Improvements.

CAPITAL IMPROVEMENT PLAN

CIP Updated to reflect revised "A" and "B" projects.

SPECIAL PROJECTS FUND

The Excise transfer was reduced by \$317,000 to reflect the changes to expenditures.

\$130,000 was removed from Pine Beetle for Woody Biomass on a contingency basis. Breckenridge Heritage Alliance funding was reduced by \$187,000 (\$57,000 in operations, \$30,000 for the Wakefield project, and \$100,000 for the Engine #9 structure), also on a contingency basis.

**All items are subject to change based upon regular review by Town Council.*

GENERAL FUND ANALYSIS

	2007 ACTUAL	2008 BUDGET	2008 ESTIMATED	2009 PROPOSED
FUND BALANCE, JANUARY 1	\$ 12,437,171	\$ 12,332,879	\$ 12,332,879	\$ 12,560,168
<u>REVENUE</u>	\$ 23,337,886	\$ 23,589,652	\$ 23,468,925	\$ 23,462,830
TOTAL AVAILABLE	<u>\$ 35,775,057</u>	<u>\$ 35,922,531</u>	<u>\$ 35,801,804</u>	<u>\$ 36,022,998</u>
 EXPENDITURES				
Operating Expenditures	\$ 19,644,914	\$ 22,843,621	\$ 22,480,954	\$ 22,731,529
Capital Expenditures	\$ 3,252,167	\$ 255,700	\$ 213,659	\$ 161,000
Debt Service	\$ 545,098	\$ 546,020	\$ 547,023	\$ 545,498
Transfers	\$ -	\$ -	\$ -	\$ -
Additional Appropriations	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	<u>\$ 23,442,178</u>	<u>\$ 23,645,341</u>	<u>\$ 23,241,636</u>	<u>\$ 23,438,027</u>
ANNUAL EXCESS/(DEFICIT)	\$ (104,292)	\$ (55,689)	\$ 227,289	\$ 24,803
FUND BALANCE, DECEMBER 31	<u>\$ 12,332,879</u>	<u>\$ 12,277,190</u>	<u>\$ 12,560,168</u>	<u>\$ 12,584,971</u>
 TABOR RESERVED FUNDS	 \$ 700,000	 \$ 700,000	 \$ 700,000	 \$ 700,000
INSURANCE RESERVE FUNDS	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
LOCKBOX RESERVE-Operations	\$ 4,800,000	\$ 5,200,000	\$ 5,200,000	\$ 5,200,000
LOCKBOX RESERVE-Debt Service	\$ 2,400,000	\$ 2,100,000	\$ 2,100,000	\$ 1,200,000
NET FUND BALANCE	<u>\$ 3,932,879</u>	<u>\$ 3,777,190</u>	<u>\$ 4,060,168</u>	<u>\$ 4,984,971</u>

TOWN COUNCIL ACTION:

\$47,526 reduction of Community Development payroll costing transferred to Affordable Housing to reflect portion of time spent on Affordable Housing & Childcare programs. \$45,000 increase for wind power purchase.

**REVENUE AND EXPENDITURE
SUMMARY**

COMMUNITY DEVELOPMENT	2007 ACTUAL	2008 BUDGET	2008 ESTIMATED	2009 PROPOSED
STAFFING PLAN				
Dir. of Community Development	1.0	1.0	1.0	1.0
Assistant Director	1.0	1.0	1.0	1.0
Senior Planner	1.0	1.0	1.0	1.0
Planner III	1.0	2.0	2.0	3.0
Planner II	4.0	3.0	3.0	2.0
Planner I	0.0	1.0	1.0	1.0
Open Space Planner	0.3	0.2	0.2	0.2
Trails Planner	0.3	0.2	0.2	0.2
Administrative Supervisor	1.0	1.0	1.0	1.0
Chief Building Official	1.0	1.0	1.0	1.0
Plans Examiner/Inspector	2.0	2.0	2.0	2.0
Permit Technician	1.0	1.0	1.0	1.0
Historian*	0.7	0.0	0.0	0.0
Planning Intern*	0.5	0.5	0.5	0.5
PART TIME STAFF*	1.2	0.5	0.5	0.5
FULL TIME STAFF	<u>13.6</u>	<u>14.3</u>	<u>14.3</u>	<u>14.3</u>
TOTAL STAFF	14.8	14.8	14.8	14.8
REVENUE				
Inspection Permits	\$ 1,121,914	\$ 816,000	\$ 816,000	\$ 571,200
Subdiv. Review Fees (50%)	\$ 40	\$ 2,500	\$ -	\$ 1,800
Class 'A'	\$ 59,949	\$ 41,000	\$ 66,593	\$ 33,335
Class 'B'	\$ 9,530	\$ 15,000	\$ 28,296	\$ 12,204
Class 'C'	\$ 134,746	\$ 102,500	\$ 113,832	\$ 83,507
Class 'D'	\$ 17,952	\$ 12,000	\$ 9,024	\$ 9,718
Sale of Documents	\$ 15,591	\$ 2,450	\$ 7,841	\$ 1,875
Misc. Fees	\$ -	\$ 3,500	\$ -	\$ 2,712
Plan Review	\$ 654,062	\$ 491,000	\$ 511,000	\$ 343,700
General Tax Support	\$ (466,320)	\$ 349,445	\$ 276,121	\$ 752,272
TOTAL REVENUE	<u>\$ 1,547,464</u>	<u>\$ 1,835,395</u>	<u>\$ 1,828,707</u>	<u>\$ 1,812,323</u>
EXPENDITURES				
Personnel	\$ 1,220,185	\$ 1,353,469	\$ 1,348,289	\$ 1,390,031
Materials & Supplies	\$ 8,618	\$ 9,000	\$ 7,500	\$ 9,000
Charges for Services	\$ 187,637	\$ 344,845	\$ 344,837	\$ 200,950
Minor Capital Outlay	\$ 2,838	\$ 2,000	\$ 2,000	\$ 2,000
Fixed Charges	\$ 128,186	\$ 126,081	\$ 126,081	\$ 210,342
Grants	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	<u>\$ 1,547,464</u>	<u>\$ 1,835,395</u>	<u>\$ 1,828,707</u>	<u>\$ 1,812,323</u>
EXPENDITURES BY PROGRAM				
Administration	\$ 1,165,867	\$ 1,348,616	\$ 1,366,928	\$ 1,337,897
Building Services	\$ 381,597	\$ 486,779	\$ 461,779	\$ 474,426
TOTAL EXPENDITURES	<u>\$ 1,547,464</u>	<u>\$ 1,835,395</u>	<u>\$ 1,828,707</u>	<u>\$ 1,812,323</u>

1 Moved to Breck Heritage Alliance

TOWN COUNCIL ACTION:
\$47,526 reduction of Community Development payroll costing transferred to Affordable Housing to reflect portion of time spent on Affordable Housing & Childcare programs. \$45,000 increase for wind power purchase.

PROGRAM: **Administration**
DEPARTMENT: Community Development
DIVISION: Administration
PROGRAM NO: 0611

PROGRAM DESCRIPTION:

This program funds the general operation of the Community Development Department, including administration and supervisory duties, wildfire/pine beetle mitigation, current planning/development review, and long range planning, including historic preservation and economic development. Administrative and supervisory functions include management responsibilities for the Department's different sections (current planning, long range planning, open space and trails, building), budget preparation and accounting, human resource management, and communications with Town management. Long range planning functions include managing the Arts District, amending and implementing the Town's Comprehensive Plan, staffing the Public Arts Commission and BEDAC, support to the Breckenridge Heritage Alliance, restoration and interpretation of Town historic resources, managing and monitoring of the affordable housing program, master planning for Block 11 and the McCain property, compilation of statistical information, coordination with County planning, and reviewing annexation proposals. Development review responsibilities include providing support for the Planning Commission and reviewing and processing all requests for development within the Town, making recommendations on changes to the Development Code, and coordinating all Development Code and Sign Code enforcement.

PROGRAM EXPENDITURES:

	2007 ACTUAL	2008 BUDGET	2008 ESTIMATED	2009 PROPOSED
Personnel	\$ 905,443	\$ 991,182	\$ 991,002	\$ 1,020,357
Materials & Supplies	\$ 7,662	\$ 7,000	\$ 5,500	\$ 7,000
Charges for Services	\$ 164,238	\$ 257,595	\$ 277,587	\$ 153,900
Capital Outlay	\$ 2,695	\$ 1,000	\$ 1,000	\$ 1,000
Fixed Charges	\$ 85,829	\$ 91,839	\$ 91,839	\$ 155,640
Totals	\$ 1,165,867	\$ 1,348,616	\$ 1,366,928	\$ 1,337,897

PROGRAM COMMENTARY:

Changes to the Operations Budget for 2009 (as compared to the 2008 Budget) include: A relatively small increase (\$2,000) in funding for the Arts District is proposed to support programming/marketing in the two new Arts District buildings (Quandary Antiques/Fuqua Livery Stable). A decrease (\$45,000) in consultant funding is proposed. Other funding remains consistent with the 2008 budget.

TOWN COUNCIL ACTION:

\$47,526 reduction of Community Development payroll costing transferred to Affordable Housing to reflect portion of time spent on Affordable Housing & Childcare programs. \$45,000 increase for wind power purchase.

**TOWN OF BRECKENRIDGE
2009 ANNUAL BUDGET
EXCISE TAX FUND ANALYSIS**

	2007 ACTUAL	2008 BUDGET	2008 ESTIMATED	2009 PROPOSED
FUND BALANCE, JANUARY 1	\$ 12,107,946	\$ 10,008,356	\$ 10,008,356	\$ 7,782,555
REVENUES				
Sales Tax	\$ 13,040,545	\$ 12,955,270	\$ 13,297,348	\$ 12,401,702
Cigarette Tax	\$ 59,839	\$ 55,000	\$ 55,000	\$ 55,000
Franchise Taxes	\$ 542,267	\$ 547,000	\$ 524,874	\$ 533,500
Real Est. Trans. Taxes	\$ 5,675,235	\$ 5,700,000	\$ 3,485,000	\$ 3,605,128
Accommodation Tax	\$ 1,803,464	\$ 1,713,223	\$ 1,844,811	\$ 1,589,663
Investment Income	\$ 661,827	\$ 600,000	\$ 311,976	\$ 246,805
TOTAL REVENUES	\$ 21,783,177	\$ 21,570,493	\$ 19,519,009	\$ 18,431,798
TOTAL AVAILABLE	\$ 33,891,123	\$ 31,578,849	\$ 29,527,365	\$ 26,214,353
EXPENDITURES				
Transfer to General Fund	\$ 13,660,541	\$ 13,297,081	\$ 13,297,081	\$ 13,420,000
Transfer to Capital Projects	\$ 8,358,465	\$ 2,516,000	\$ 2,516,000	\$ 887,000
Transfer to Facilities Fund	\$ 200,000	\$ 200,000	\$ 200,000	\$ -
Transfer to Marketing Fund	\$ 130,000	\$ 300,000	\$ 300,000	\$ 200,000
Transfer to Golf Fund	\$ 250,000	\$ 250,000	\$ 250,000	\$ -
Transfer to Housing Fund	\$ 986,423	\$ 2,362,441	\$ 2,362,441	\$ 2,332,918
Transfer to Garage Fund	\$ -	\$ -	\$ -	\$ -
Transfer to Special Projects Fund	\$ -	\$ 2,269,000	\$ 2,269,000	\$ 1,005,245
Debt Service	\$ 297,338	\$ 298,288	\$ 550,288	\$ 566,640
TOTAL EXPENDITURES	\$ 23,882,767	\$ 21,492,810	\$ 21,744,810	\$ 18,411,803
FUND BALANCE, DECEMBER 31	<u>\$ 10,008,356</u>	<u>\$ 10,086,039</u>	<u>\$ 7,782,555</u>	<u>\$ 7,802,550</u>
RESERVED FOR DEBT SERVICE	\$ -	\$ -	\$ -	\$ -
LOCKBOX RESERVE-Debt Service	\$ (600,000)	\$ (900,000)	\$ (900,000)	\$ (900,000)
NET FUND BALANCE	<u>\$ 9,408,356</u>	<u>\$ 9,186,039</u>	<u>\$ 6,882,555</u>	<u>\$ 6,902,550</u>

TOWN COUNCIL ACTION:

Reduced Sales Tax revenue by \$553,568; Accommodations by \$123,560; and RETT by \$144,872 by using proportionally the same percentage decrease as the figures suggested by Council, but matching the total approved reduction in expenditures. In expenditures, reductions were made to adjust funds as requested by Council - transfer to Golf by \$125,000; Capital by \$180,000; and Special Projects by \$317,000 to balance Excise Fund budget. The total reduction was \$822,000 (\$622,000 in reduction in expenses and \$200,000 in absorbing the initial fund balance increase).

PROGRAM: **Transfers**
DEPARTMENT: General Government
DIVISION:
PROGRAM NO: 3115

PROGRAM DESCRIPTION:

The Town's Excise Tax revenues are pledged first towards repayment of special revenue bonds. Any revenues collected in excess of that amount can be used for any other governmental purpose. The Excise Tax revenues for the Town are transferred to the Town's General Fund for general governmental purposes.

PROGRAM EXPENDITURES:

	2007 ACTUAL	2008 BUDGET	2008 ESTIMATED	2009 PROPOSED
	=====	=====	=====	=====
Personnel	\$ -	\$ -	\$ -	\$ -
Materials & Supplies	\$ -	\$ -	\$ -	\$ -
Charges for Services	\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Transfers	\$ 23,585,429	\$ 21,194,522	\$ 21,194,522	\$ 17,845,163
Totals	\$ 23,585,429	\$ 21,194,522	\$ 21,194,522	\$ 17,845,163
	=====	=====	=====	=====

PROGRAM COMMENTARY:

TOWN COUNCIL ACTION:

Reductions were made to adjust transfers - Golf by \$125,000; Capital by \$180,000; and Special Projects by \$317,000 to balance Excise Fund budget. The total reduction was \$822,000 (\$622,000 in reduction in expenses and \$200,000 in absorbing the initial fund balance increase).

**TOWN OF BRECKENRIDGE
2009 ANNUAL BUDGET
UTILITY FUND REVENUE AND EXPENDITURE ANALYSIS**

	2007 ACTUAL	2008 BUDGET	2008 ESTIMATED	2009 PROPOSED
FUND BALANCE, JANUARY 1	\$ 2,419,501	\$ 4,311,088	\$ 4,311,088	\$ 5,775,276
REVENUES				
Water Rents	\$ 1,945,200	\$ 2,095,672	\$ 2,384,055	\$ 2,431,975
Other Service Charges	\$ 156,784	\$ 130,000	\$ 86,218	\$ 86,718
Plant Investment Fees	\$ 857,844	\$ 777,060	\$ 1,795,562	\$ 631,869
Water Service Maintenance Fee	\$ 111,288	\$ 111,100	\$ 114,466	\$ 115,611
Interest	\$ 220,566	\$ 209,847	\$ 198,285	\$ 131,057
Other Income	\$ 995,344	\$ 101,000	\$ 1,341	\$ 88,535
TOTAL REVENUES	\$ 4,287,026	\$ 3,424,679	\$ 4,579,927	\$ 3,485,765
TOTAL AVAILABLE	\$ 6,706,527	\$ 7,735,767	\$ 8,891,015	\$ 9,261,041
EXPENDITURES				
General Services	\$ 1,976,034	\$ 2,250,715	\$ 2,253,715	\$ 2,231,765
Water Rights	\$ 77,035	\$ 146,800	\$ 162,400	\$ 156,800
Debt Service	\$ 60,624	\$ 60,624	\$ 60,624	\$ 60,624
Capital Projects	\$ 281,746	\$ 3,087,000	\$ 639,000	\$ 2,875,000
TOTAL EXPENDITURES	\$ 2,395,439	\$ 5,545,139	\$ 3,115,739	\$ 5,324,189
FUND BALANCE, DECEMBER 31	\$ 4,311,088	\$ 2,190,628	\$ 5,775,276	\$ 3,936,852

TOWN COUNCIL ACTION:

The Water Fund currently reflects changes made to the pro forma at the Budget Retreat. The Fund income reflects 1% annual fee increases through 2012. Thereafter, projected fees increase 3% in 2013 and 4% a year from 2014 through 2022 in order to cover projected operational costs.

Water Fund: Operations Pro Forma w/Rate Change Analysis

	ESTIMATED	BUDGET	PROJCTD	PROJCTD	PROJCTD	PROJCTD	PROJCTD	PROJCTD	PROJCTD	PROJCTD	PROJCTD	PROJCTD
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Beginning Net Assets-Operations		Rate Inc	Rate Inc	Rate Inc	Rate Inc	Rate Inc	Rate Inc	Rate Inc	Rate Inc	Rate Inc	Rate Inc	Rate Inc
OPERATING REVENUE		1.00%	1.00%	1.00%	1.00%	3.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Water Rents (1% incr.)	2,384,055	2,431,975	2,480,857	2,530,722	2,581,590	2,685,628	2,820,984	2,963,161	3,112,505	3,269,375	3,434,151	3,607,233
Investment Inc (Flat)	198,285	65,529	65,529	65,529	65,529	65,529	65,529	65,529	65,529	65,529	65,529	65,529
Other Income (Flat)	1,341	175,253	175,253	175,253	175,253	175,253	175,253	175,253	175,253	175,253	175,253	175,253
OPERATING REV	\$ 2,583,681	\$ 2,672,756	\$ 2,721,639	\$ 2,771,504	\$ 2,822,371	\$ 2,926,410	\$ 3,061,765	\$ 3,203,943	\$ 3,353,286	\$ 3,510,156	\$ 3,674,933	\$ 3,848,014
OPERATING EXPENDITURES												
General Services (5%)	1,874,651	1,841,330	1,933,396	2,030,066	2,131,569	2,238,148	2,350,055	2,467,558	2,590,936	2,720,482	2,856,507	2,999,332
Water Rights (5%)	162,400	156,800	164,640	172,872	181,516	190,591	200,121	210,127	220,633	231,665	243,248	255,411
Debt Svc (Ends 2022)	60,624	60,624	60,624	60,624	60,624	60,624	60,624	60,624	60,624	60,624	60,624	60,624
Trans to Gen. Fund (2%)	379,064	390,435	398,244	406,209	414,333	422,619	431,072	439,693	448,487	457,457	466,606	475,938
OPERATING EXP.	\$ 2,476,739	\$ 2,449,189	\$ 2,556,904	\$ 2,669,770	\$ 2,788,042	\$ 2,911,982	\$ 3,041,872	\$ 3,178,002	\$ 3,320,680	\$ 3,470,228	\$ 3,626,985	\$ 3,791,305
OPERATIONS NET	\$ 106,942	\$ 223,567	\$ 164,735	\$ 101,733	\$ 34,330	\$ 14,427	\$ 19,893	\$ 25,941	\$ 32,606	\$ 39,928	\$ 47,948	\$ 56,709
Cum. Net Change	\$ 106,942	\$ 330,509	\$ 495,244	\$ 596,978	\$ 631,308	\$ 645,735	\$ 665,628	\$ 691,569	\$ 724,175	\$ 764,103	\$ 812,051	\$ 868,761
Fund Bal	743,019	\$ 966,586	\$ 1,131,321	\$ 1,233,054	\$ 1,267,384	\$ 1,281,811	\$ 1,301,705	\$ 1,327,646	\$ 1,360,252	\$ 1,400,180	\$ 1,448,128	\$ 1,504,837

**TOWN OF BRECKENRIDGE
2009 ANNUAL BUDGET
GOLF COURSE FUND ANALYSIS**

	2007 ACTUAL	2008 BUDGET	2008 ESTIMATED	2009 PROPOSED
FUND BALANCE, JANUARY 1	\$ 1,220,468	\$ 1,695,307	\$ 1,695,307	\$ 1,720,070
REVENUES				
Greens Fees	\$ 1,398,749	\$ 1,326,300	\$ 1,270,000	\$ 1,307,000
Cart Rentals	\$ 266,753	\$ 250,200	\$ 237,000	\$ 250,200
Resident Cards	\$ 492,999	\$ 510,355	\$ 490,000	\$ 511,475
Clubhouse Lease	\$ 48,485	\$ 45,000	\$ 45,000	\$ 51,000
Driving Range Fees	\$ 56,628	\$ 50,000	\$ 45,000	\$ 55,000
Other Income	\$ 60,302	\$ 45,000	\$ 45,000	\$ 45,000
Interest	\$ 89,820	\$ 65,000	\$ 8,692	\$ 52,654
Transfer From Excise Fund	\$ 250,000	\$ 250,000	\$ 250,000	\$ -
TOTAL REVENUES	\$ 2,663,736	\$ 2,541,855	\$ 2,390,692	\$ 2,272,329
TOTAL AVAILABLE	\$ 3,884,204	\$ 4,237,162	\$ 4,085,999	\$ 3,992,399
EXPENDITURES				
Administrative	\$ 127,039	\$ 173,708	\$ 170,682	\$ 174,977
Equipment Maintenance	\$ 102,204	\$ 135,781	\$ 138,717	\$ 145,391
Course Maintenance	\$ 641,349	\$ 743,434	\$ 686,932	\$ 723,822
Debt Service	\$ 663,802	\$ 666,370	\$ 660,750	\$ 662,244
Capital Projects	\$ 213,663	\$ 240,000	\$ 238,843	\$ 267,000
Operations / Customer Srvc.	\$ 440,840	\$ 487,167	\$ 470,004	\$ 480,974
TOTAL EXPENDITURES	\$ 2,188,897	\$ 2,446,460	\$ 2,365,928	\$ 2,454,408
FUND BALANCE, DECEMBER 31	<u>\$ 1,695,307</u>	<u>\$ 1,790,702</u>	<u>\$ 1,720,070</u>	<u>\$ 1,537,991</u>
EQUIPMENT REPLACEMENT RESERVE	\$ (144,966)	\$ (144,966)	\$ (144,966)	\$ (144,966)
NET FUND BALANCE	<u>\$ 1,550,341</u>	<u>\$ 1,645,736</u>	<u>\$ 1,575,104</u>	<u>\$ 1,393,025</u>

TOWN COUNCIL ACTION:
Transfer from Excise Fund was eliminated.

**TOWN OF BRECKENRIDGE
2009 ANNUAL BUDGET
AFFORDABLE HOUSING FUND ANALYSIS**

	2007 ACTUAL	2008 BUDGET	2008 ESTIMATED	2009 PROPOSED
FUND BALANCE, JANUARY 1	\$ 154,816	\$ 2,104,193	\$ 2,104,193	\$ 1,460,322
REVENUES				
Interest	\$ 20,038	\$ 10,000	\$ 5,417	\$ 72,148
Rental Income	\$ 14,298	\$ 28,000	\$ 28,000	\$ 28,600
Mortgage Payments	\$ -	\$ 20,000	\$ 20,000	\$ 20,000
Transfers	\$ 986,423	\$ 2,362,441	\$ 2,362,441	\$ 2,332,918
Sales Tax	\$ 1,744,990	\$ 285,600	\$ 294,168	\$ 285,600
Impact Fees	\$ 83,580	\$ 800,000	\$ 800,000	\$ 560,000
TOTAL REVENUES	\$ 2,849,329	\$ 3,506,041	\$ 3,510,026	\$ 3,299,266
TOTAL AVAILABLE	\$ 3,004,145	\$ 5,610,234	\$ 5,614,219	\$ 4,759,588
EXPENDITURES				
Administrative	\$ 3,557	\$ 434,821	\$ 366,594	\$ 485,911
Capital Outlay	\$ 896,395	\$ 2,658,100	\$ 3,787,303	\$ 2,910,674
Fixed Charges	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 899,952	\$ 3,092,921	\$ 4,153,897	\$ 3,396,585
FUND BALANCE, DECEMBER	<u>\$ 2,104,193</u>	<u>\$ 2,517,313</u>	<u>\$ 1,460,322</u>	<u>\$ 1,363,003</u>
SUSTAINABILITY RESERVE	\$ -	\$ -	\$ 714,590	\$ 1,363,003
NET FUND BALANCE	<u>\$ 2,104,193</u>	<u>\$ 2,517,313</u>	<u>\$ 745,732</u>	<u>\$ -</u>

TOWN COUNCIL ACTION:

\$47,526 increase in Personnel from transfer of Community Development payroll costing to reflect portion of time spent on Affordable Housing & Childcare programs.

PROGRAM: **Affordable Housing**
 DEPARTMENT: Executive Management
 DIVISION:
 PROGRAM NO: 0928

PROGRAM DESCRIPTION:

The Affordable Housing Program is intended to assure the provision of housing for employees who work in the Upper Blue basin. The program's major components include the development and implementation of policies and programs that assure housing, including the capital outlay for land and construction to build new affordable units in the community. A down payment assistance program for Town employees is provided to assist employees in obtaining housing in the area. The Town provides limited transitional housing for employees in units both leased and owned by the Town. The Town also has a housing "buy-down" program that actively purchases existing units, deed restricts those units to ensure long-term affordability, and resells the units at a discounted rate.

The Program also contains the Town's Child Care Programs, which include scholarships for qualified applicants and salary assistance for local Child Care facilities.

PROGRAM EXPENDITURES:

	2007 ACTUAL	2008 BUDGET	2008 ESTIMATED	2009 PROPOSED
Personnel	\$ -	\$ -	\$ -	\$ 47,526
Materials & Supplies	\$ -	\$ 1,000	\$ 1,000	\$ 1,000
Charges for Services	\$ 3,557	\$ 433,821	\$ 365,594	\$ 437,385
Capital Outlay	\$ 896,395	\$ 2,658,100	\$ 3,787,303	\$ 2,910,674
Fixed Charges	\$ -	\$ -	\$ -	\$ -
Totals	\$ 899,952	\$ 3,092,921	\$ 4,153,897	\$ 3,396,585

PROGRAM COMMENTARY:

Major expenditures in 2008 included the "buy-down" purchase of four condominium units, the purchase of the Anderson parcel on Block 11, site planning services for Block 11, and funding for the Summit Housing Authority. Major expenditures for 2009 will include the implementation of the Block 11/Valley Brook Master Plan, including the cost of gap funding for affordable units on Valley Brook and any expenses required for infrastructure on Block 11. Other expenses include support of down payment assistance and buy downs, site planning costs, payments to the Summit Housing Authority for services, and subsidies to incentivize private sector development of affordable housing.

The Town anticipates a balance of \$714,590 in the Program reserved for Child Care at the end of 2008. The proposed 2009 budget allows for an increase of \$648,413 to this balance, for a 12/31/09 total of \$1,363,003.

The Housing Fund will also be used to provide subsidy to developers of affordable housing on Town-owned as well as privately owned land. The subsidy is intended to cover the gap between revenue and expense related to affordable housing development. This includes subsidy required to cover expenses by Mercy Housing for the Valley Brook Housing development. This project is anticipated to include up to 50 units that target a variety of AMI with a significant percentage

TOWN COUNCIL ACTION:

\$47,526 increase in Personnel from transfer of Community Development payroll costing to reflect portion of time spent on Affordable Housing & Childcare programs.

**TOWN OF BRECKENRIDGE
2009 ANNUAL BUDGET
MARKETING FUND ANALYSIS**

	2007 ACTUAL	2008 BUDGET	2008 ESTIMATED	2009 ADOPTED
FUND BALANCE, JANUARY 1	\$ 221,289	\$ 271,518	\$ 271,518	\$ 173,908
REVENUES				
Business License	\$ 594,905	\$ 585,000	\$ 613,000	\$ 589,057
Accommodation Tax	\$ 360,789	\$ 340,000	\$ 372,000	\$ 328,758
Sales Tax	\$ 239,868	\$ 231,295	\$ 245,000	\$ 226,768
Interest Income	\$ 17,891	\$ 1,000	\$ 7,000	\$ 1,625
Miscellaneous Income	\$ -	\$ -	\$ -	\$ -
Transfer From Excise Fund	\$ 130,000	\$ 300,000	\$ 300,000	\$ 200,000
TOTAL REVENUES	\$ 1,343,453	\$ 1,457,295	\$ 1,537,000	\$ 1,346,208
TOTAL AVAILABLE	\$ 1,564,742	\$ 1,728,813	\$ 1,808,518	\$ 1,520,116
EXPENDITURES				
Marketing	\$ 1,171,949	\$ 1,525,014	\$ 1,507,110	\$ 1,392,616
Grants	\$ 121,275	\$ 127,500	\$ 127,500	\$ 127,500
TOTAL EXPENDITURES	\$ 1,293,224	\$ 1,652,514	\$ 1,634,610	\$ 1,520,116
FUND BALANCE, DECEMBER 31	<u>\$ 271,518</u>	<u>\$ 76,299</u>	<u>\$ 173,908</u>	<u>\$ -</u>

TOWN COUNCIL ACTION:

Decreased Sales and Accommodations Tax revenue by \$15,769 (proportionally the same decrease as the Excise reduction) to balance budget and bring fund balance down to zero. Increased BRC's Marketing program expenditures to their ask of \$1,230,622. Decreased other BRC funding to \$100,000 (minus contingency fund of \$43,006), which includes Friends Welcome (if desired by BRC), Main Street Performances (if desired), and Event Enhancements (Snow Sculpture, Spring Massive, and Kingdom days) on a contingency basis.

PROGRAM: **Marketing**
DEPARTMENT: Executive Management
DIVISION:
PROGRAM NO: 0472

PROGRAM DESCRIPTION:

The Marketing Program accounts for the Town's allocation to the Breckenridge Resort Chamber (BRC) marketing program, funding for Friends Welcome, Main Street Performances and Welcome Center operational support, as well as marketing grants to nonprofits providing programs. This also allows for a Community Branding/Swift Vote fund for unforeseen opportunities.

PROGRAM EXPENDITURES:

	2007 ACTUAL	2008 BUDGET	2008 ESTIMATED	2009 ADOPTED
Personnel	\$ -	\$ -	\$ -	\$ -
Materials & Supplies	\$ -	\$ -	\$ -	\$ -
Charges for Services	\$ 1,171,949	\$ 1,525,014	\$ 1,507,110	\$ 1,392,616
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Grants	\$ 121,275	\$ 127,500	\$ 127,500	\$ 127,500
Totals	\$ 1,293,224	\$ 1,652,514	\$ 1,634,610	\$ 1,520,116

PROGRAM COMMENTARY:

The 2009 budget provides an increased funding for the BRC's Marketing program (\$1,230,622), including Welcome Center operations (\$55,000), and for grants to nonprofits (\$127,500) that in the past have included the Breckenridge Music Festival, the National Repertory Orchestra, the Breckenridge Outdoor Education Center, the Backstage Theatre and the Breckenridge Festival of Film. This budget also provides for status quo support for the Community Branding Fund (\$50,000). Changes from the 2008 budget are the decrease of support for the Friends Welcome program and Main Street Performances, as well as the special request for Event Enhancements, totalling \$100,000 for all programs (minus BRC's contingency fund of \$43,006 of money from the Town).

	Proposed	Amended
BRC Mark	1,164,014	1,230,622
Welc Center	55,000	55,000
Com Brand	50,000	50,000
Fr Welcome	-	-
Main St Perf	-	-
Event enhance	-	100,000
	<u>1,269,014</u>	<u>1,435,622</u>

TOWN COUNCIL ACTION:

Increased BRC's Marketing program expenditures to their ask of \$1,230,622. Decreased other BRC funding to \$100,000 (minus contingency fund of \$43,006), which includes Friends Welcome (if desired by BRC), Main Street Performances (if desired), and Event Enhancements (Snow Sculpture, Spring Massive, and Kingdom days) on a contingency basis.

**TOWN OF BRECKENRIDGE
2009 ANNUAL BUDGET
CAPITAL PROJECTS FUND ANALYSIS**

	2007 ACTUAL	2008 BUDGET	2008 ESTIMATED	2009 PROPOSED
FUND BALANCE, JANUARY 1	\$ 1,912,826	\$ 7,808,229	\$ 7,808,229	\$ 5,823,415
REVENUES				
Misc. Income	\$ 2,421	\$ -	\$ -	\$ -
Interest Income	\$ 173,545	\$ 120,000	\$ 385,350	\$ 177,032
Grants	\$ 484,943	\$ 10,000	\$ 10,000	\$ -
Parking District	\$ 104,183	\$ 100,000	\$ 100,000	\$ -
McCain Rent/Royalties	\$ 111,000	\$ 80,000	\$ 67,500	\$ 80,000
Other Funding Sources	\$ 4,345,551	\$ -	\$ -	\$ -
Transfer from Excise Tax	\$ 8,358,465	\$ 2,516,000	\$ 2,516,000	\$ 887,000
Transfer from Open Space	\$ -	\$ -	\$ -	\$ -
Transfer from Conservation	\$ 30,000	\$ 45,000	\$ 45,000	\$ 31,000
TOTAL REVENUES	<u>\$ 13,610,108</u>	<u>\$ 2,871,000</u>	<u>\$ 3,123,850</u>	<u>\$ 1,175,032</u>
TOTAL AVAILABLE	<u>\$ 15,522,934</u>	<u>\$ 10,679,229</u>	<u>\$ 10,932,079</u>	<u>\$ 6,998,447</u>
EXPENDITURES				
Capital Projects	\$ 7,714,705	\$ 2,811,000	\$ 5,108,664	\$ 1,175,000
TOTAL EXPENDITURES	<u>\$ 7,714,705</u>	<u>\$ 2,811,000</u>	<u>\$ 5,108,664</u>	<u>\$ 1,175,000</u>
FUND BALANCE, DECEMBER 31	<u>\$ 7,808,229</u>	<u>\$ 7,868,229</u>	<u>\$ 5,823,415</u>	<u>\$ 5,823,447</u>

TOWN COUNCIL ACTION: Adjusted expenditures to agree with 2009 Capital Improvements Plan "A" list. Items that were placed on the "B" list include: Underground Utilities (\$50,000), Arts District Improvements (\$150,000), and Public Art (\$30,000). Revenue was decreased by \$50,000 to reflect the "B" listing of the anticipated grant funding , for a net reduction of \$100,00 for Arts District Improvements.

PROGRAM: **Capital Projects**
DEPARTMENT: General Government
DIVISION:
PROGRAM NO:

PROGRAM DESCRIPTION:

Capital Expenditures are budgeted here to provide reliable year-to-year cost comparisons for programs we set up for other governmental functions. Any General Fund capital expenditure in excess of \$10,000 is shown here. Capital expenditures represent acquisition of major assets which will have a useful life of more than one year.

PROGRAM EXPENDITURES:

	2007 ACTUAL	2008 BUDGET	2008 ESTIMATED	2009 PROPOSED
	=====	=====	=====	=====
Personnel	\$ -	\$ -	\$ -	\$ -
Materials & Supplies	\$ -	\$ -	\$ -	\$ -
Charges for Services	\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ 7,714,705	\$ 2,811,000	\$ 5,108,664	\$ 1,175,000
Fixed Charges	\$ -	\$ -	\$ -	\$ -
Totals	\$ 7,714,705	\$ 2,811,000	\$ 5,108,664	\$ 1,175,000
	=====	=====	=====	=====

PROGRAM COMMENTARY:

Capital Projects proposed for 2009 are outlined in the Capital Improvement Plan.

TOWN COUNCIL ACTION: Adjusted expenditures to agree with 2009 Capital Improvements Plan "A" list. Items that were placed on the "B" list include: Underground Utilities (\$50,000), Arts District Improvements (\$150,000), and Public Art (\$30,000). Revenue was decreased by \$50,000 to reflect the "B" listing of the anticipated grant funding , for a net reduction of \$100,00 for Arts District Improvements.

2009 GENERAL FUND CAPITAL PROJECTS

		A list		
	Other Funding	Town CIP	Total cost	B List
Administration				
TOTAL	0	0	0	0
Recreation				
Rec Ctr Major Mtce & Repl	0	750,000	750,000	
Rec Ctr Renovation & Upgrades	0	0		0
TOTAL	0	750,000	750,000	0
Engineering				
Underground Utilities	0	0	0	150,000
Roadway Resurfacing	0	310,000	310,000	
Main Street/Riverwalk	0	0	0	1,500,000
McCain MP / Implementation	80,000	0	80,000	
Core Parking Lot Improvements	0	0	0	150,000
Sidewalks	0	0	0	50,000
Town Hall (Harris Street) Pending study results				
TOTAL	80,000	310,000	390,000	1,850,000
Community Development				
Arts District Improvements	0	0	0	225,000
Public Art Commission	0	20,000	20,000	80,000
Cemetery Restoration	0	15,000	15,000	
TOTAL	0	35,000	35,000	305,000
GRAND TOTAL	80,000	1,095,000	1,175,000	2,155,000
Funding Sources	Other Funding	Town share	Total Funds	
Current Revenue/Reserves		1,064,000	1,064,000	
McCain Royalties	80,000		80,000	
Arts District Bldg Grants	0		-	
Conservation Trust Transfer	31,000		31,000	
	111,000	1,064,000	1,175,000	

**TOWN OF BRECKENRIDGE
2009 ANNUAL BUDGET
SPECIAL PROJECTS FUND ANALYSIS**

	2007 ACTUAL	2008 BUDGET	2008 ESTIMATED	2009 ADOPTED
STAFFING PLAN				
No Staff	0.0	0.0	0.0	0.0
PART TIME STAFF	0.0	0.0	0.0	0.0
FULL TIME STAFF	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
TOTAL STAFF	0.0	0.0	0.0	0.0
FUND BALANCE, JANUARY 1	\$ -	\$ -	\$ -	\$ 714
<u>REVENUES</u>				
Transfer From Excise Fund	\$ -	\$ 2,269,000	\$ 2,269,000	\$ 1,005,245
TOTAL REVENUES	<u>\$ -</u>	<u>\$ 2,269,000</u>	<u>\$ 2,269,000</u>	<u>\$ 1,005,245</u>
TOTAL AVAILABLE	<u>\$ -</u>	<u>\$ 2,269,000</u>	<u>\$ 2,269,000</u>	<u>\$ 1,005,959</u>
<u>EXPENDITURES</u>				
Operations	\$ -	\$ 2,268,286	\$ 2,268,286	\$ 1,005,245
Capital Outlay	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	<u>\$ -</u>	<u>\$ 2,268,286</u>	<u>\$ 2,268,286</u>	<u>\$ 1,005,245</u>
FUND BALANCE, DECEMBER 31	<u>\$ -</u>	<u>\$ 714</u>	<u>\$ 714</u>	<u>\$ 714</u>

TOWN COUNCIL ACTION: The Excise transfer was reduced by \$317,000 to reflect the changes to expenditures. \$130,000 was removed from Pine Beetle for Woody Biomass on a contingency basis. Breckenridge Heritage Alliance funding was reduced by \$187,000 (\$57,000 in operations, \$30,000 for the Wakefield project, and \$100,000 for the Engine #9 structure), also on a contingency basis.

PROGRAM: **OPERATIONS**
 DEPARTMENT: Special Projects
 DIVISION: Operations
 PROGRAM NO: 1441

PROGRAM DESCRIPTION:

The Special Projects Fund has been established to provide funding for non-routine and non-reoccurring projects and initiatives.

PROGRAM EXPENDITURES:

	2007 ACTUAL	2008 BUDGET	2008 ESTIMATED	2009 ADOPTED
Personnel	\$ -	\$ -	\$ -	\$ -
Materials & Supplies	\$ -	\$ -	\$ -	\$ -
Charges for Services	\$ -	\$ 945,417	\$ 2,269,000	\$ 1,005,245
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Fixed Charges	\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ 945,417	\$ 2,269,000	\$ 1,005,245

PROGRAM COMMENTARY:

2009 Special Projects comprise;
 Pine Beetle - \$370,000
 Breckenridge Heritage Alliance - \$500,245
 Breckenridge 150 - \$135,000

TOWN COUNCIL ACTION:

\$130,000 was removed from Pine Beetle for Woody Biomass on a contingency basis. Breckenridge Heritage Alliance funding was reduced by \$187,000 (\$57,000 in operations, \$30,000 for the Wakefield project, and \$100,000 for the Engine #9 structure), also on a contingency basis.

Memo

To: Town Council

From: Julia Puester, AICP

Date: October 22 for meeting of October 28, 2008

Re: Neighborhood Preservation Policy Work Session

Current Direction

Staff has outlined methods in this memo to address concerns regarding the increasing number of large homes in Town. The Council has previously indicated their desire to maintain the character of Town and preserve the character of older, established neighborhoods where teardowns and new construction resulting in large homes could pose a threat to the existing character.

Concerns with neighborhood and Town character preservation include:

- Potential conflicts with the community character of Town (and Town Vision Plan);
- Development out-of-scale with existing neighborhood home sizes;
- Increased requirements on existing infrastructure such as water, sewer, electric, etc.;
- Decreased area of wildlife and vegetative habitat;
- Increased “carbon footprint” and environmental impacts;
- Increased job generation; and
- Additional demand for attainable employee housing units.

The proposed neighborhood preservation policy would apply to properties in subdivisions outside of the Conservation District that *do not* have platted building or disturbance envelopes. Subdivisions with all or some applicable lots are (Note: There may be some small subdivisions outside of the Conservation District with single family lots without building envelopes to which this policy would apply not included in this list):

- Brooks Hill
- Breck South
- Christie Heights
- Gold Flake
- Highlands Filing 1
- Highlands Filing 2
- Highlands Filing 3

- Highlands Filing 4
- Peaks
- Penn Lode
- Snowflake
- Sunbeam
- Southside Placer
- Sunrise Point
- Trafalgar
- Trapper's Glen
- Warrior's Mark
- Warrior's Mark West
- Weisshorn

As proposed, the neighborhood preservation policy would not apply to lots with platted envelopes. On those properties, platted envelopes are essentially allowed unlimited density and mass within the boundaries of the envelope. This is a concern as the envelopes were not designed to limit square footage but rather, the disturbance of the area. Many of the envelopes in existence are large and could be maxed out. If an envelope is maxed out, it could be designed such that it is built to the maximum height allowance and to the edges of the envelope. If the Council has concerns regarding maximums for those lots with envelopes, Staff would like to hear those concerns as well.

Key Components of the Proposal

Staff has researched median and average sizes in all subdivisions without platted building or disturbance envelopes. Using those averages, staff developed a series of different options for addressing the issue that were reviewed by the Planning Commission. Based on Planning Commission feedback, the key features of the neighborhood preservation policy should include the following:

- Some type of reasonable minimum size that is allowed on a property (e.g., 1,500 above ground square foot home), regardless of the size of the lot.
- Below grade square footage should be unlimited as it does not impact the overall character.
- A scale (using Floor-to-Area Ratio (FAR) or other sliding scale techniques) that incrementally allows larger homes to be built, depending on the size of the lot and the character of the subdivision. For example, in the Weisshorn subdivision a 1:6 FAR could apply, which would allow a 22,000 square foot lot to have a 3,667 above ground square foot structure with unlimited below ground square footage.
- A maximum size limitation for each subdivision, based on the size of the homes in the subdivision (the size limit would approximate the size of 80 to 90 percent of the existing homes in that subdivision). For example, if 90 percent of the existing homes in the Weisshorn subdivision are 4,402 above ground

square feet or under in size, then 4,400 square feet would be used as the maximum size limit.

The above proposed components are based on the following assumptions:

- There is a need for a reasonable sized home (e.g., 1,500 above ground square feet) to be developed regardless of a very small lot size.
- Use of a scale such as FAR allows home size to increase in proportion to the size of the lot, with the general assumption that larger lots can accommodate larger homes and still provide adequate separation from neighboring properties.
- Using the 80th or 90th percent home in a subdivision as a benchmark seems a reasonable middle ground for establishing maximum size. Other options for addressing maximum size that were considered included 1) limiting homes to the median size in the subdivision (which would best achieve maintaining existing subdivision character but seemed unreasonable for half of the existing homes); and 2) using the largest existing home in the subdivision as the benchmark (which would allow all other homes to reach that size but would undoubtedly change the existing character of the subdivision).

Staff has taken the Neighborhood Preservation Policy to the Planning Commission, most recently on October 7th, with the highlighted comments below (please refer to the Commission minutes of Oct. 7th for the complete comments).

- Opinions vary among the Commission regarding support for the policy.
- Generally, the Commission prefers the maximum size limitation to be set at an 80-90% conformance rate of what is existing.
- Size caps should vary by subdivision character.
- Some Commissioners have suggested a relative policy option as an alternative to setting exact limitations.
- Have more public notification to property owners in effected subdivisions through a mass mailing or open houses.

In addition to written comments from property owners that Council has received in a previous report from Staff, there have been additional public comments. At the worksessions with the Planning Commission there have been attendees; primarily home builders, and architects as well as a few homeowners (in Warriors Mark and Weisshorn). The majority of comments at these worksessions have been against implementing a neighborhood preservation policy.

Other Issues for Consideration

Some of the Planning Commissioners recommended that a third option, a relative policy should be evaluated. This approach would assign negative points on a sliding scale as the size of the home increases. Mitigation for positive points would be required to offset negative points as is typical per the Development Code. This option could be set up to be applied across the board or use different square footage requirements and points by individual subdivision. Staff had presented a relative policy

as an option to Council in a previous worksession memo. At that time, the Council did not prefer the relative policy.

Option 3: Relative Policy for Above Ground Square Footage (Weisshorn)

4,400 square feet with no points

4,401-7,000 square feet incurs negative points

4,401-5,000 sq. ft. (-4)

5,001-6,500 sq. ft. (-6)

6,501-7,000 sq. ft. (-8)

Maximum Cap of 7,000 sq. ft.

Council Questions

Should Staff proceed with drafting a Neighborhood Preservation Policy?

Staff would like to hear Council comments on the proposal, its key components, and applicability as well as comments on a potential relative policy. Staff will be available at the meeting to answer any questions.

MEMO

TO: Town Council
FROM: Laurie Best
DATE: October 22, 2008 (for October 28th worksession)
RE: Engine No. 9/Breckenridge Heritage Alliance proposal

Attached is a submittal from the Breckenridge Heritage Alliance outlining options for Engine No. 9. Representatives from the Alliance will attend the worksession on October 28th to discuss these options with Council.



**Engine No. 9 Presentation
Breckenridge Town Council
Tuesday, October 28, 2008**

Purpose:

To present costs to Town Council (TC) for placing Engine #9 in one of two locations:
Wellington Parking Lot or Rotary Snow Plow Park

Action requested:

Give approval to engine exhibit location and approve funding to develop site

Discussion:

TC approved \$70,000 in November, 2007, to design and develop an exhibit site for Engine #9. Of that amount, \$11,000 was approved in September to analyze the two potential sites, leaving a balance of \$59,000. Engine #9 is owned by the Town of Breckenridge, and after its restoration by the Colorado Historical Society, will return to Breckenridge as soon as April, 2009. It will be a key component of the Breck 150 celebration. A location must be chosen now to accommodate the impending arrival of the engine and construction of its display site.

The CHS requires that the locomotive be sheltered upon its return to Breckenridge, following the total \$500,000 restoration funded by the Society. The shelter and its construction are the most expensive aspects of either location. The Alliance will seek to have this condition waived for the initial two years, if possible, but we must proceed on the assumption that the Society will not approve this request due to its expensive investment in the restoration. The primary difference between the following four options is the choice of shelter. More specifically, the appearance of the structure is the primary cost-determining factor. (examples of potential structures are provided in the attachments).

It is important to note that the line items for each site may be mixed and matched, depending on the budget and Council's vision for the site.

Option #1 – Wellington Lot

This proposal uses a Polygon metal shelter with gables.

Cost of Shelter and Installation:	\$117,000
Site Work (removing/replacing asphalt, grading, lighting, maintenance pit, track, landscaping, etc):	<u>75,000</u>
Total:	\$192,000

Option #2a – Rotary Snow Plow Park

This proposal uses a Polygon metal clerestory shelter.

Cost of Shelter and Installation:	\$142,000
Site Work (boardwalk, lighting, maintenance pit, etc.)	<u>20,000</u>
Total:	\$162,000

Moving forward...by looking back.

Option #2b – Rotary Snow Plow Park

This proposal uses the Poligon metal shelter with gables.

Cost of Shelter and Installation:	\$117,000
Site Work (boardwalk, lighting, maintenance pit, no landscaping)	<u>16,000</u>
-	Total: \$133,000

Option #3 – Just the Basics

This proposal uses a wooden gable structure, for which we would provide roofing.

Cost of Shelter and Installation:	\$ 96,855
Site Work (permitting, signage, maintenance pit; no boardwalk, no lighting)	<u>\$14,400</u>
	Total: 111,255

Maintenance:

At this time, the society requires that the engine be maintained in an operating state, meaning that lubrication and a short movement of the engine must be accommodated. According to John Braun, who will restore Engine #9, it should be lubricated (hence the need for the maintenance pit) with green lubricants at least once every one to two months. Moving the locomotive (for lubrication purposes) a maximum of 14 feet using a front-end loader, plus lubricants, would cost approximately \$3000 annually. If the locomotive travels a longer route in the future, insurance in the amount of \$29,000 annually would be necessary.

Amenities:

The Heritage Alliance and the Town of Breckenridge have always believed the locomotive will be a huge draw for visitors and locals; it is, according to John Braun, the finest example of an engine of its type in the United States. Thus we would like to see the locomotive “animate and entertain.” Utilizing a small air compressor, the whistle could be sounded at appropriate times. Recorded engine sounds could be amplified at either location, enhancing the site.

Security:

Given the special character of this engine, all “movable” artifacts (lamp, boiler plate, etc.) would be removed and installed only for special occasions. This was the same policy used when Engine 111 was located at the Rotary Snow Plow Park. It is recommended that part of the remaining \$59,000 be spent to enhance lighting at either location, with the possible installation of security cameras, to protect the locomotive.

Recommendation:

The restored Engine #9 is returning to Breckenridge and needs a place to be displayed. The manner of display should reflect the quality that Breckenridge has traditionally required of all Town-sponsored facilities. Considering the current economic times and the need to conserve funds, the Alliance recommends Option 2B and requests approval to spend a total of \$130,000 on the display.

The Alliance commits to raising up to \$40,000 of this amount through a grass roots effort as well as grant opportunities. Considering the critical time element, The Alliance requests that the Town be willing to advance the full \$130,00 to enable the project to proceed, with the understanding the Alliance will reimburse the Town up to \$40,000 by December 31, 2009, after a fund drive during 2009.

Note: Per your request, we have provided answers to recent BEDAC concerns in a separate memo.

Moving forward...by looking back.



**Engine No. 9 Presentation
Breckenridge Town Council
Tuesday, October 28, 2008**

On August 14, 2008, BEDAC recommended to Council that a number of questions and issues related to the return of Engine #9 be addressed by the Breckenridge Heritage Alliance. The following represent the Alliance response to that BEDAC communication:

- Due to contractual commitments between the Town and CHS related to Engines 9 and 111, Engine #9 will be delivered to the Town in April 2009. It must be moved, stored, and sheltered somewhere – at some cost - in any case, whether that be in Breckenridge or elsewhere. All things considered, the Alliance has recommended that the Rotary Snowplow site be that location, although, in the long run, it may prove desirable to move the engine to another local site. The cost of moving the engine and shelter in the future has not been addressed directly, but the cost would likely be on the order of \$100 – 125,000 (2008 dollars) to the Wellington site including site preparation, etc.
- Arrangements with CHS have been clarified considerably. The engine simply must be kept operational, meaning that its moving parts must be lubricated once every one to two months. This requirement would involve minimal movement (about 14 ft. at a minimum). Either of the locations considered has adequate space for such movement, and power could be provided through towing with a front-end loader. Annual operating costs for this function are estimated at \$3,000 and would be performed either by volunteers or the firm currently doing the engine restoration. This issue is completely independent of any development related to the gondola lot project; movement onto the development area is not required
- The cost of developing either the Wellington or Rotary sites has been developed, including detailed estimates for site preparation. Detailed costs will be available at the Oct. 28th presentation (or earlier if desired). The engine will be delivered to any Breckenridge site at CHS cost. The site and engine will have insurance coverage under the current Town umbrella arrangements. No parking spaces will be lost at the Rotary site, and the driveway need not be moved. Twenty spaces would be lost at the Wellington site. While final plans have not been made concerning the extension of Wellington Street, additional spaces would not be lost if the Alliance suggested plan for the site were adopted. The possible Transit Station site was not considered, since current development plans are at a very early stage.

Moving forward...by looking back.

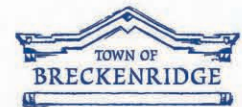
- At this time, it is not possible to quantify the business impact of locating the engine at the Wellington site. It is probably safe to assume that foot traffic to view the engine will increase through simple curiosity and publicity, to the benefit of nearby merchants. Such foot traffic would, of course, not develop if the engine were located at the Rotary site. It is equally impossible to gauge the impact of eliminating 20 parking spaces in the Wellington lot. One could suppose that persons wishing to park in the area would do so at a nearby location (on local streets, etc.), but one cannot deny that 20 convenient spaces would be removed from local inventory. The Rotary site has no such parking issues, but, at the same time, would not afford downtown businesses with any advantages either.
- The design suggested for the Wellington location has a large open lawn area in front of the engine. Art fairs and other Wellington events could use this space, thus mitigating, in part, lost parking spaces for such events. One could argue that a lawn and engine display would attract patrons to such events, not hinder attendance. Additional event space could be available nearby on the Carter Museum lawn. Perhaps the usual Wellington events could be moved to the Courthouse parking lot, adjacent to the Carter Museum lawn, the combined space perhaps larger than the current Wellington space.
- Special attention has been taken to insure that the shelter blends in at either location. Its size and prominence at the Wellington location could act as an attraction to the area, to the benefit of local merchants. Again, it is impossible to say, without extensive, “on-the-ground” research.
- It has been well documented (by the Colorado Tourism Office) that heritage tourists spend more, stay longer, and are more schedule-independent (thus enabling them to come during shoulder seasons, etc.). Any such tourists – as well as antique railroad enthusiasts who are probably in a similar demographic – would be of economic benefit to the Town. Train displays are also major attractions for families wishing to entertain kids, take “Kodak-moment” photos, and to persons wishing either a “different” or a “historic/traditional” experience.
- The Alliance did not address the issue of replacing lost parking spaces, in the case of the Wellington location. Development plans for the gondola lot area are too preliminary to assess the cost of adding the spaces in that location, if that becomes the desired solution. The scope and funds available for the Alliance investigation did not allow for any such detailed construction analysis in another location. The Rotary location has no such issues.

Moving forward...by looking back.

309 N. Main St. • P.O. Box 2460 • Breckenridge, Colorado 80424
 Phone: 800-980-1859 • Fax: 970-547-5813 • www.breckheritage.com

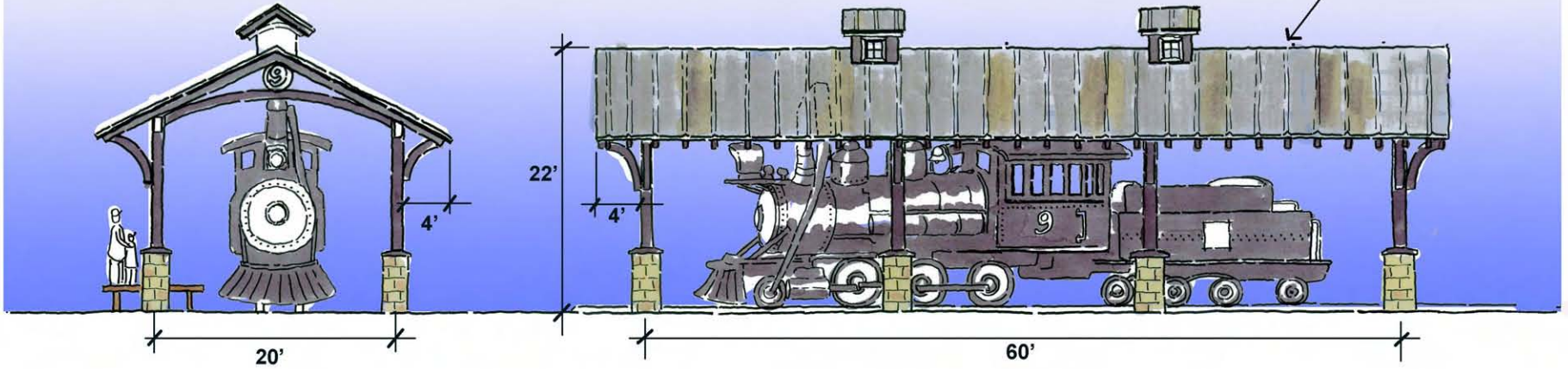


Locomotive Shelter Reference Images

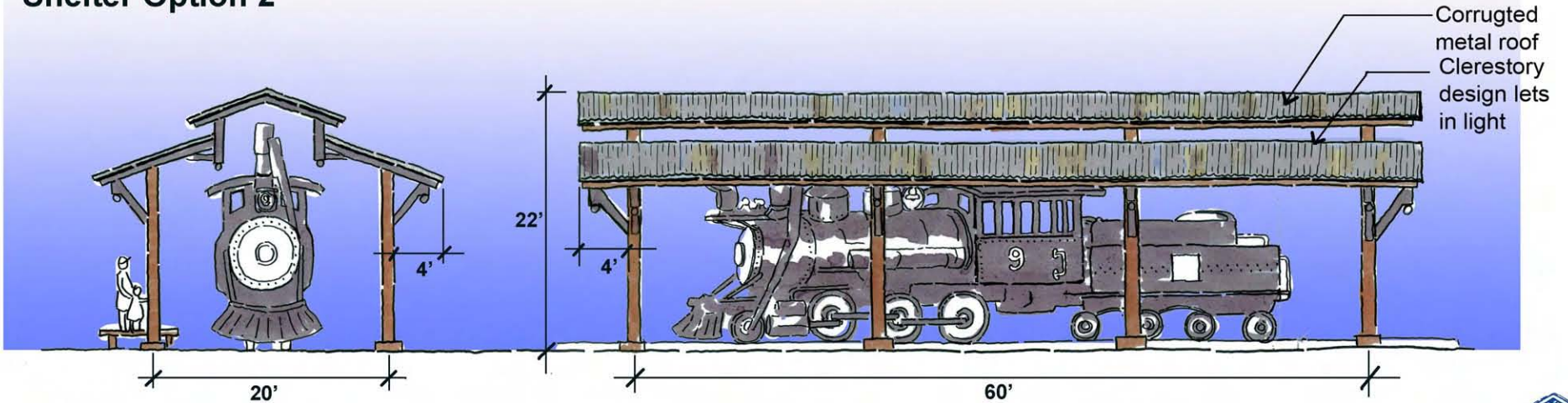


Date: 9.2.08

Shelter Option 1



Shelter Option 2



Locomotive Shelter Options



Date: 10-10-08

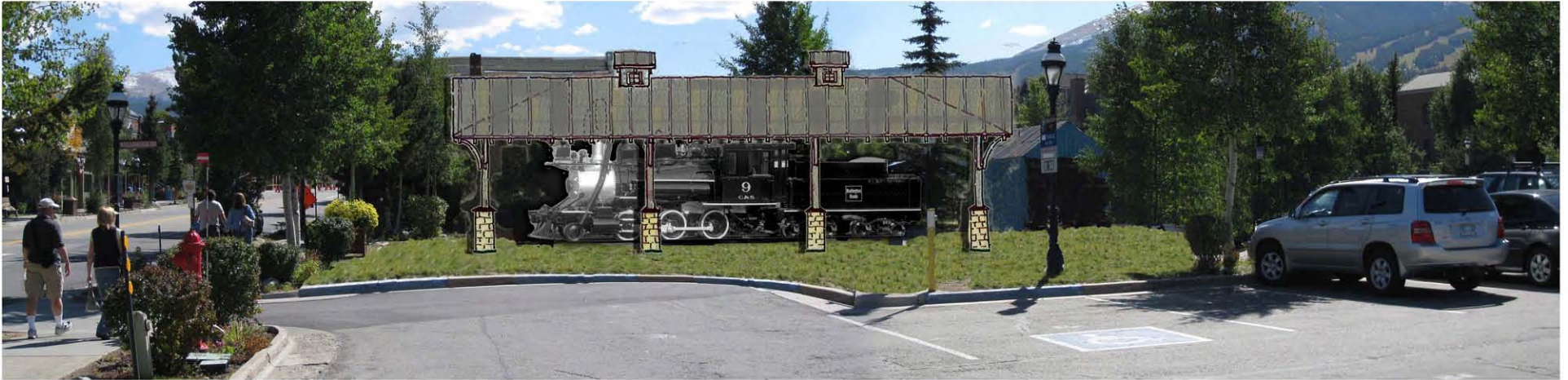


Illustration of Display at Wellington

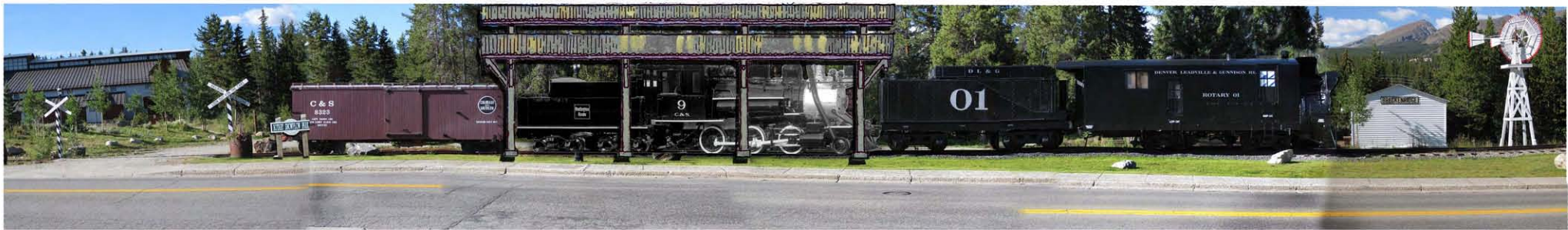


Illustration of Display at Rotary Park

Locomotive Shelter Options



Date: 9.2.08



MARY HART DESIGN

land planning ■ landscape architecture

post office box 8298
breckenridge colorado 80424
p. 970-369-3583
f. 970-453-9878
maryhartdesign@gmail.com



Poligon Style Steel Shelters



Timber Systems
Style Wood Shelter

Prefabricated Shelter Design Reference Images

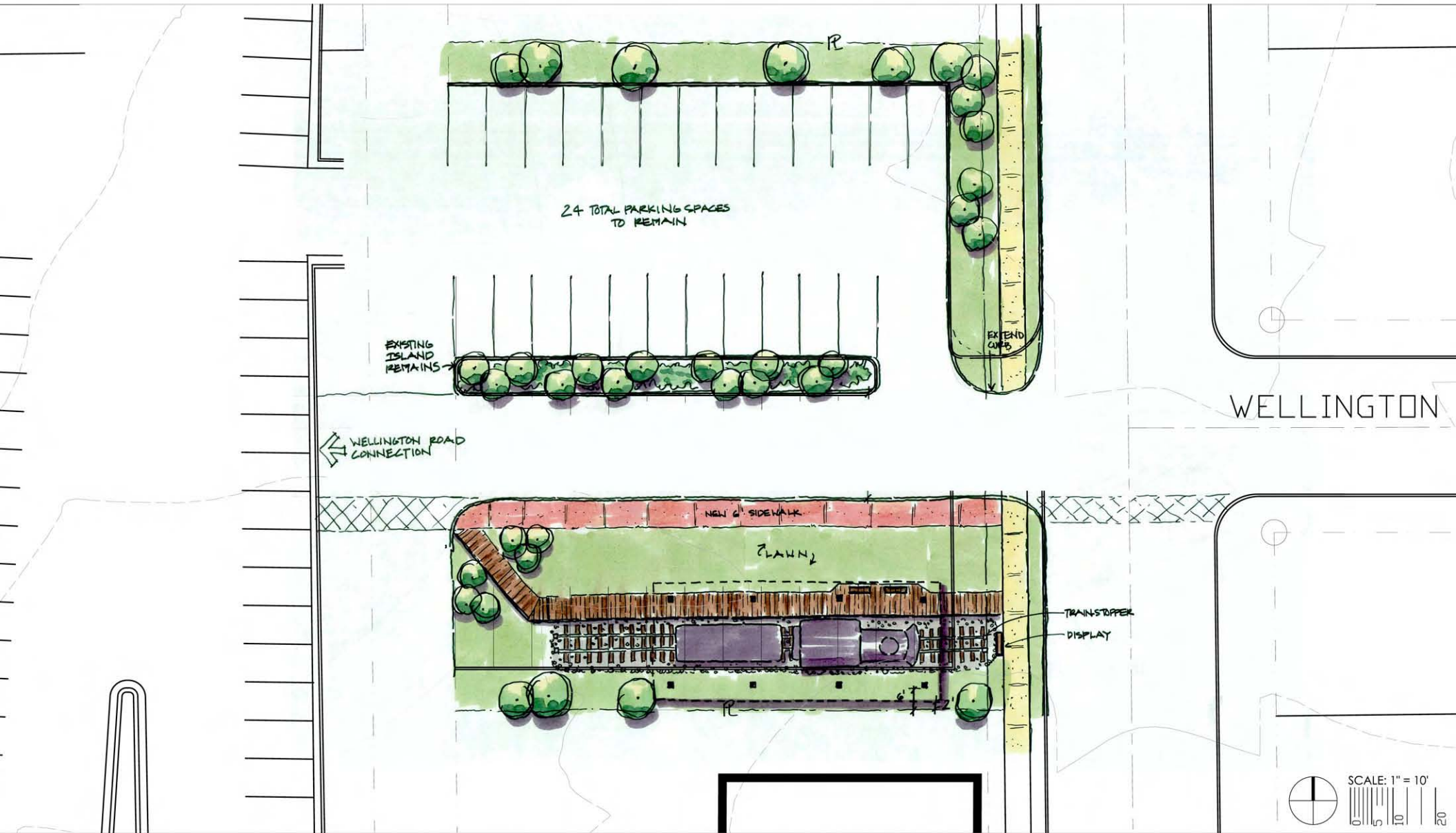


Date: 9.2.08





Option 1 - Wellington Lot Locomotive Siting Plan Breckenridge Heritage Alliance



Option 1 - Wellington Lot with future Wellington Road connection
 Locomotive Siting Plan
 Breckenridge Heritage Alliance



Option 2 - Rotary Snowplow Park
 Locomotive Siting Plan
 Breckenridge Heritage Alliance



MEMORANDUM

To: Town Council
From: Peter Grosshuesch, Director of Community Development,
Jennifer Cram, Planner III
Subject:: Defensible Space Program Elements
Date: October 20, 2008

On September 23rd staff asked the Council for feedback on continuation of inspecting and enforcing the removal of infested trees with fall inspections, required defensible space for higher risk areas and investigation into woody biomass removal. In summary, we heard from the Council that they did want to move forward with inspections this fall within 75' of all structures. The Council also wanted the property owner to pay for the inspections. The Council was supportive of requiring defensible space around structures in higher risk areas and requiring compliance within a two year period. Council was also supportive of investigating alternative uses for woody biomass removal.

Outlined below is a proposed implementation plan for a defensible space program based on input received from the Town Council at the September 23rd meeting and based on anticipated staff resources. Following the Council meeting, Town staff has met with Red White and Blue Fire Protection District staff to work out a program that meets goals for both organizations. The current proposal calls for the creation of a shared forester position, with the RWB FPD to administer the program, (coordination/permitting for defensible space, applying for grant funding for fuels mitigation projects, public education efforts, and long range planning for wildfire protection).

GOALS for the program

- Creating defensible space on private property with structures is the primary program goal
- Maintaining visual buffers, (and quality non-lodge pole varieties)
- Managing to achieve the desired replacement forest stand – replanting incentives (partial reimbursements as budgets allow).
- Public understanding and acceptance of the program

PROGRAM ELEMENTS

- Adopt mandatory defensible space ordinance for higher risk areas (map with zones created)
- Develop a phased program (fuel models don't get bad until the trees fall over within a probable 7 – 10 year time frame)- Prioritize neighborhoods for inspections and permitting (higher risk areas first) – begin inspections this fall with two year compliance requirement (per the pending defensible space ordinance). Upper Warriors Mark, Sunbeam Estates, and The Weisshorn are good candidates for prioritization.
- Roll out a public information effort – Main message elements include: defensible space is now a requirement on all higher risk properties with structures; describe to the public what defensible space is, what the neighborhood priorities are (map), and how mandatory compliance will work. Voluntary compliance is strongly encouraged in all neighborhoods in advance of one's neighborhood becoming a priority of the mandatory program (the voluntary compliers would still need a permit and inspection).
- Inspections - Mark trees for zone one (up to 15 ft from structures) and zone two (75-125 ft from structures) for defensible space. All dead and infested trees in zones one and two would be marked for removal, as would other trees as needed to achieve defensible space. Trees that provide visual buffers would be saved wherever possible so long as defensible space is achieved. Homeowners would discuss with contractors what to do in zone three (beyond 125' from structures).
- Inspection result letters would be sent with compliance procedures to property owners. Compliance procedures include – secure a permit from new forester; billing for the inspections would be included in the permit fee; property owners that lack defensible space would be given two years to bring their properties into compliance; follow up inspections at the end of the two year time period will be necessary after marked trees are removed; grant of certificate of compliance as appropriate. Property owners that already have defensible space around their buildings would receive credit for inspection fees as part of the permitting process via a reduced permit fee.
- Inspection result letters would also outline the replanting incentives, and the forester would recommend where to replant, and would consult on fire-wise planting plans.
- Pursue grant funding consistent with our program goals.

TOWN COUNCIL DIRECTION

Town staff is seeking direction from the Town Council on the following:

- In our analysis we lack staff capacity to design and implement the whole program this fall (i.e. inspecting and billing all properties in town).– Staff recommends that we implement a phased program, beginning with higher risk neighborhoods as prioritized, occurring as soon as the new defensible space ordinance is adopted.
- Given the likely negative reaction from the public to the mandatory nature of the program, staff believes that we should only subject homeowners to one inspection cycle (i.e. combine the dead and diseased inspection with the defensible space inspection). This efficiency move keeps costs down for homeowners and

significantly reduces our administrative overhead – Staff recommends combining the inspections/permitting for defensible space.

- Staff recommends adoption of a mandatory defensible space ordinance for higher risk areas with a two year compliance requirement from notice of inspection results.
- Staff seeks direction on dead and diseased tree abatement in response to homeowner concerns – The current pine beetle ordinance requires removal of all current year infested trees. We could continue with that ordinance provision, however this is probably not necessary as we would cover a lot of dead and diseased trees in zones one and two of defensible space plans, (we just won't be addressing current year infestations outside of the prioritized neighborhoods on an annual basis). This is the crux of the change in policy for the Town. To continue with the annual requirement to remove all infested trees as a program priority, will significantly redirect scarce staff resources away from the higher priority defensible space goal in priority neighborhoods. Staff recommends that we modify the pine beetle ordinance to remove the requirement to abate current year infested trees outside of zones 1 and 2, as we will not have the staff resources to enforce that provision and implement the new defensible space and fire wise replanting program elements.

ISSUES Addendum

- Home owner attachment to old program – some vocal homeowners believe they can still cut and spray their way out of the problem; they want town enforcement on those who don't deal with current year infested trees. Proposal – public information effort – need to keep the message simple (the new public policy priority is to prevent catastrophic wild fires from sweeping into developed neighborhoods). It's a resource allocation issue in the face of overwhelming odds.
- Homeowner confusion about where dead and diseased tree removal fits in? Proposal – make it clear that from a regulatory perspective the priority is defensible space. Dead and diseased trees within the defensible space will be marked for removal. Outside of zones one and two, it's a property owner responsibility to deal with. If we were to regulate dead and diseased trees outside of zones one and two, we start losing interest from RWB, and we probably lose competitive advantage for outside funding for the program. Funding agencies are focused on wildfire mitigation, not pine beetle mitigation. It also dilutes staff capacity for dealing with the higher priority defensible space program goal.
- Lack of outside funding for spraying and removing current year infestation trees. Proposal – focus program on defensible space
- RWB fire district mission doesn't prioritize forest health issues such as dead and diseased tree removal programs, their focus is on fuels reduction by creating defensible space and creating fuel breaks behind subdivisions. Proposal - If we want joint funding for the forester position, we need to design the program with defensible space as the priority and probably need to confine the “dead and diseased” mitigation to where it occurs in defensible space.
- We don't want homeowners clear cutting their lots in the name of defensible space in order to open up views. Proposal – continue to require permits for tree removals, and transfer the permitting function for defensible space to the new forester position. The goal of the permit program is to create effective defensible space plans that are sensitive to preserving visual buffers, promote fire wise plant varieties, and preservation of other specimen trees where possible.
- Capacity constraints on inspecting and billing all property owners. Proposal – Phase the program by prioritizing high risk neighborhoods first; combine the fee for inspection with the permit fee; apply for outside funding where possible.



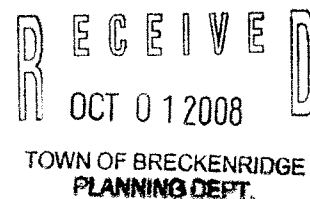
MEMORANDUM

TO: Town Council
FROM: Chris Neubecker, Senior Planner
DATE: October 22, 2008
SUBJECT: Planning Commission Vacancy

Attached please find four letters of interest for the Planning Commission. There will be three vacancies on the Planning Commission as of November 1, 2008. These terms will run from November 1, 2008 until November 1, 2012.

Suggested interview questions and a ballot have been included in hard copy form in your notebooks.

JOHN E. EBRIGHT
871 GOLD RUN ROAD/PO 9316
BRECKENRIDGE, CO 80424
(970) 453-9194



October 1, 2008

Town of Breckenridge

Re: Letter of Interest to be appointed to Breckenridge Planning Commission

I am seeking an appointment to serve on the Breckenridge Planning Commission as I would be committed to spend the necessary time, research and passion to conduct the duties of a Commission member.

My background is in the financial area, where I spent 30 years in the corporate world where I was Vice President / Controller for three large publicly held regulated utilities. My responsibilities included reporting, cash flow projections, acquisitions and merger, information technology, long term forecasting and communications with outside parties. I believe these skill sets would be very beneficial to the issues facing the Town in the next several years.

Other experiences include serving on the Wheaton School Board for 6 years and a board member of The Civic Federation in Chicago(a civic review agency). My involvement in the Breckenridge community includes serving as a member of the board and volunteer for the Breckenridge Outdoor Education Center(adaptive ski program) and Ski Spectacular(Wounded warriors program sponsored the Veterans Administration) and serving on the Highlands Park HOA where I have been researching the pine beetle problem.

I feel that I have a good understanding of the issues facing the Town based on my activities in running for Town Council in March 2008. Briefings by Town staff, candidates forums and talking with various members of the community have been very helpful in identifying the key issues of the future.

I will not be available for interviews for the Planning Commission during the month of October as I will be on vacation in Europe. I am hopeful that my interview for the Planning Commission several months ago will substitute.

Regards,

John E. Ebright

Law Offices of J.B. Katz, P.C.

P.O. Box 5200
101 N. Main Street - Suite 5
Breckenridge, CO 80424
Telephone: 970.453.5533 Facsimile: 970.453.6611
e-mail: jbkatzlaw@gmail.com

RECEIVED
OCT 20 2008
TOWN OF BRECKENRIDGE
PLANNING DEPT.

October 20, 2008

Peter Grousseuch
Director of Community Development
Town of Breckenridge
P.O. Box 150
Breckenridge, CO 80424

Re: *Planning Commission Vacancy*

Dear Peter:

I am writing to express my interest to serve on the Breckenridge Planning Commission. You may recall that I previously served on the Commission for ten months as the Town Council liason during my first term as council member (1996-2000). That time spent was short, but productive as we were in the early phases of the Ski Area Master Plan and the Wellington Neighborhood.

I believe my two terms on the Breckenridge Town Council make me uniquely qualified to serve on the Commission. In addition to the tough projects that I mentioned above, Town Council reviews all Planning Commission decisions as well as negotiates Development Agreements. I was involved with many code changes and important policy implementations during my eight years, including modifying the analysis of condo-hotels, the affordable housing/annexation requirements, the deed restriction model for Wellington Neighborhood, Vista Point and Gibson Heights.

Despite my lengthy experience on the council, one thing I understand is the difference between a council member and a Planning Commission. I respect the Commissioner's job of approving those projects that are presented by staff with a positive or neutral point analysis, to suggest policy changes to council, when asked and to work with staff outside of the realm of particular applications to ensure that the code is reflecting the policies that are important to the town. I understand that it takes a large time commitment. I believe that I am ready again to make that commitment to the Town. As with all of the commissions and the council, we all have full time jobs and careers that demand our primary attention, but based on my ability to juggle my private law practice and two terms on the council, I know that I can make this time commitment work.

Thank you for your consideration of my letter. If you need any additional information, please do not hesitate to contact me.

Very truly yours,



Jeri Beth Katz

October 19, 2008

RECEIVED
OCT 20 2008

David Pringle
P.O. Box 859
Breckenridge, Colorado 80424

TOWN OF BRECKENRIDGE
PLANNING DEPT.

The Honorable Mayor John Warner
Breckenridge Town Council

Re: Re-appointment to Planning Commission

At this time I would like to place my name into consideration for re-appointment to the Breckenridge Planning Commission.

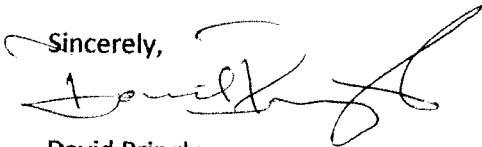
After thirty-one years on the planning commission, I continue to be energized and passionate for the potential of our wonderful town and community.

The challenges we face in the future are as exciting as they are daunting. I believe we have great possibilities as we transition to an almost built out town. My long tenure with the commission has given me a strong historical perspective, which I feel would be of service to the town as we move into that future.

Over the years I have only had one agenda, to work diligently and with the utmost integrity to represent and further the best interests of the Town of Breckenridge. I have developed a strong and enduring relationship with past and present councils and planning staff, which I believe has garnered mutual trust and respect.

It has been my distinct privilege serving on the commission, and I thank you in advance for your consideration of my re-appointment. Please know that I am ready and anxious to serve another term.

Sincerely,



David Pringle

October 17, 2008

Dr. John Warner
Mayor
Town of Breckenridge
150 Ski Hill Road
Breckenridge, CO 80424

Dear Mayor Warner,

I write to express my interest in renewing my appointment with the Town of Breckenridge Planning Commission. As a current Planning Commissioner, I have spent the past few months learning a great deal about the planning process. I thoroughly enjoy being part of the engaging interactions that take place. I am empowered to be part of the team which looks to sustain the past while living in the present and engage in a sustainable future.

In my active participation as a Planning Commissioner I have delved into the Development Code and always attempt to make my recommendations based on the code. I have sought insight from various staff on multiple occasions. I apply a conscientious, thoughtful approach as I prepare for Planning Commission meetings. I am optimistic about the direction of our community and I value the role to which I have been appointed to serve.

I look forward to ongoing participation in the shaping of our community. If Town Council sees fit to reappoint me to the Town of Breckenridge Planning Commission, I will continue to educate myself on the Development Codes while maintaining professionalism and, when appropriate, a sense of fun with council members, commissioners, and staff. These past few months have been an exciting time for me in the role of Planning Commissioner. My learning curve has been steep. I look forward to continuing my professional growth by serving the community as a Town of Breckenridge Planning Commissioner. I am excited about this opportunity and I look forward to speaking with you about extending my term as a Town of Breckenridge Planning Commissioner.

Sincerely,



Dan Schroder
14 Meadow Lark Green
Breckenridge, CO 80424

RECEIVED
OCT 20 2008

TOWN OF BRECKENRIDGE
PLANNING DEPT.

Dan Schroder

Mailing: P.O. Box 983, Frisco, CO 80443

Physical: 14 Meadow Lark Green, Breckenridge, CO 80424

970-389-5756; danjschroder@yahoo.com

OBJECTIVE: seeking reappointment as a Town of Breckenridge Planning Commissioner

EDUCATION

Master of Education

Regis University, Denver, Colorado

Bachelor of Science, Environmental Science

Humboldt State University, Arcata, California

PROFESSIONAL EXPERIENCE

Senior Associate, Program Director

The Keystone Center, Center for Education, Keystone, CO; June 2000-Present

National: In the past 8 years, demonstrated competence in leadership and enthusiasm has progressively lead to current Senior Director role. Responsibilities include management of projects and presentation of project focuses at national professional development institutes. Responsible for identifying and developing funder relationships, maintaining relationships, and working with funders to meet programmatic goals. Identify, interview, hire, train, coach and mentor up to 15 contract staff and interns through team building, interpersonal evaluation and personal example. Plan, assign, and direct project work. Develop Institute schedules, model inclusive strategies by directing team selection of staff duties. Administer ongoing program development and evaluation methods. Be proactive about program evaluation. Write and submit RFP to select and hire evaluation consultant for 18 month study. Deliverables include quantifiable evidence of program outcomes through critical analysis. Build and manage program budget up to 600K. Administer all institute preparations and logistics including attendee recruitment, food, lodging, travel and all transportation needs, while providing a professional level of customer service and support. Apply strong understanding of administrative processes. Ongoing responsibilities include database management, interviewing and training new full time office staff, strategic planning, marketing, and advertising.

Keystone Science School, Keystone, CO, 2000 – Present

Local: Assist in the implementation of experiential units to elementary and middle school students through team building, role play, video, and leadership. Areas include human health issues, air quality investigations, sustainability practices in business, and water quality monitoring through interactive field based exploration and data collection.

Planning Commissioner

Town of Breckenridge, Breckenridge, CO; June 2008 – Present

Act as one of seven appointed commissioners to oversee planning process and development of community through the use of the Town of Breckenridge Development Code.

Program Director

*AmeriCorps*VISTA Member: Recycling to Build Community, Arcata, CA, Nov 1996 - Dec 1997*

Co-established and managed youth recycling programs in three section 8 housing complexes and the Town of Samoa, CA. Responsible for overall operation of The Order of the Dragon Kids Recycling Club. Developed ongoing relationships with management and families and created volunteer recruitment strategies. Supervised up to twenty volunteers. Implement weekly after school programs serving students aged 4-16. Identify and acquire support from corporate and non-profit communities. Set goals and gathered monthly statistics to evaluate and report on program outcomes. Responsible for an over 100% increase in program participation while serving as Program Director.

Outdoor Educator, Co-Program Director, Wilderness Trip Leader

Poulter Colorado Camps, Steamboat Springs, CO. Summer 1993 - 1998

Introduced students (ages 8 - 15) to backpacking, hiking, horse packing, rock climbing, and natural history of the area during multiple two week sessions. Led students through interpersonal challenges, team building and problem solving. Taught camping techniques including campsite selection, outdoor cooking, and personal safety.

Responsible for up to 18 students per trip on month long outdoor courses. Work incorporated extensive map reading, logistics coordinating, and budgeting. Trained other leaders in map and compass techniques and Leave No Trace ethics. Intense involvement with group communication, dynamics, and leadership. Co-instructed activities including backpacking, spelunking, snow and ice applications, ropes techniques, and medical emergencies.

ADDITIONAL EXPERIENCE**Student Teacher**

Silverthorne Elementary School, Silverthorne, CO; Fall 2004

Observe, plan, design, implement and manage all aspects of the 5th grade curriculum. Participate in content planning, Individual Education Plans, Student Study Teams, parent teacher conferences, and yard duty. Present SmartBoard technology to faculty at staff meeting. Engage in all aspects of daily school activities.

Substitute Teacher

Summit School District, RE-1, Frisco, CO, 2003 – 2005

Taught all core subject areas, Kindergarten – 5th grade

On-Line Mentor

International Telementor Program, Keystone, CO. 2001 – 2002.

Mentor 3 students through on-line, e-mail format. Mentor program focused on project-based learning. Work with students to develop career action plans by investigating individual interests while researching opportunities.

Teacher, Yearbook Advisor, Supplies Manager

Joseph Academy, Niles, IL; school year 1999-2000

Responsible for design and implementation of activities in alternative school for behavioral and learning disabled students. Lead taught courses in Psychology, Journalism, Art, and Bicycle Maintenance to 8 – 12th graders. Prepared and edited copy for yearbook. Collaborated with the Dean of Students on supplies inventory, logistics coordination, and budgeting.

Bank Teller

North Shore Community Bank: Manage all cash transactions, ATM & vault balancing, and accounting log maintenance. Engage in positive customer service daily. Wilmette, IL. January 1998 - October 1999.

CONFERENCE EXPERIENCE**Presenter**

National Science Teacher Association (NSTA) National Convention, Anaheim, CA 2006

Present experiential, hands-on, inquiry based, interdisciplinary, teacher-centered workshops. Workshop titles include: Bringing Environmental issues to the Classroom and Talkin' Trash with ABCs (Aluminum Beverage Cans).

Presenter

NSTA Regional Convention, Nashville, TN, December 2005

NSTA Regional Convention, Chicago, IL, November 2005

NSTA Regional Convention, Hartford, CT, October 2005

NSTA National Convention, Dallas, TX, April 2005

National Recycling Coalition (NRC) Convention, Orlando, FL 1997

PERSONAL ACCOMPLISHMENTS

Outstanding Staff Award, The Keystone Center 2005 recipient

Team Adoptex.com, Colorado Adoption Exchange Adventure Racing Team Member, 2004 – present

Finisher, Imperial Challenge, 2005; Breckenridge Mountain Marathon, 2002; Chicago Marathon, 1998

Eagle Scout, Boy Scouts of America

Current First Aid, CPR, AED Certified

COMPUTER EXPERIENCE

Microsoft Office – business applications

Adobe Photoshop – digital applications

Raiser's Edge, Vision, & Access – database applications

Net Objects Fusion – web design application

Planning Commission appointment, October 28, 2008.
Please vote for three (3) candidates by placing an “x” by your three choices.

_____ Dan Schroder

_____ J.B. Katz

_____ John Ebright

_____ David Pringle

Memorandum

To: Town Council

From: Jennifer Cram, Planner III

Date: 10/23/2008

Re: Public Art Commission Appointments

We have advertised to fill three positions on the Breckenridge Public Art Commission (BPAC), as Lisa Rivard, Scott Howard and Darryl Lee have all fulfilled their three-year terms. We have received two letters of interest from new applicants that are interested in serving on the BPAC. We will re-advertise to fill the last vacancy as soon as possible. Both letters of interest are included in your packet for review. We are also attaching some example questions for to assist you with interviews.

Staff 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.

October 13, 2008

Jennifer Cram

Town of Breckenridge

PO Box 168

Breckenridge, CO 80424

To whom it may concern:

I am interested in applying to fill the vacancy on the Public Arts Commission. I am a full-time resident of Breckenridge and am also a professional artist. A local gallery in addition to being represented by galleries nationwide currently represents me. I also teach workshops for the Arts District and have served on the Summit County Arts Council. I have organized plein air painting events in relation to the gallery art walk in Breckenridge for the past two years.

I feel that I would be an asset to the Breckenridge Public Arts Commission because I am a professional artist as well as an educator. I have also worked with committees on a national as well as a local level. I am a strong advocate for the arts as an integral part of our culture. I believe that embracing and investing in the arts as a part of Breckenridge's culture will only benefit Breckenridge.

Background:

Education: B.A. with Distinction, Art. Rhodes College, Memphis, TN.

Job Experience:

Former Art Teacher, grades 7-12.

Gallery owner

Private art lessons, mentoring, workshop leader.

Art Instructor, Breckenridge Arts District.

Professional fine artist.

Recent Experience:

Board of Directors, Handweavers Guild of America. VP.

Supervised Certificate of Excellence Program, Small Expressions

International Exhibit, and international conferences for this

Page 2.

international organization of over 2,000 members.

2nd VP, Women Artists of the West.

Currently chairing the annual national Juried exhibition.

Founding and Charter Member, Piedmont Outdoor Painting Society.

Juried membership of professional artists in the piedmont area of
North Carolina.

Juror, Ouray Art Council annual art exhibit, Ouray, CO. 2008.

Juror, International Fiber Art Exhibition, Ft. Collins, CO. 2002.

Member, Art and Architecture Committee, St. John the Baptist Episcopal Church.

Vestry member, St John the Baptist Episcopal Church.

Former Board Member, Highland Park Homeowners Association, Breckenridge.



Amy Evans

PO Box 3479

Breckenridge, CO. 80424

e-mail: amyart@gmail.com

www.amyevansart.com

From: thomas kramer [tdkramer3@sbcglobal.net]

Sent: Monday, October 20, 2008 4:03 PM

To: Cram, Jennifer

Subject: Breckenridge Public Art Commission Vacancy

I joined the Summit County Arts council and Arts Alive Gallery about a year ago to get involved with the local art community. I have tried to give my advice on how the gallery should move forward and how best to use the gallery space. 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 would love to be more involved with the local art community and feel that I would be helpful and useful to the Breckenridge Public Art Commission. I have been coming to Breckenridge since the mid 60's and lived here after college for a year. My family has had property here in Breckenridge for 30 years and this is now my third year living here full time. This is my home and I would appreciate the opportunity to be a part of the future of this wonderful community. Tom Kramer

Public Art Commission appointment, October 28, 2008.

There are currently three vacancies on the BPAC. We have received two letters of interest. Please vote for two (2) candidates by placing an "x" by your two choices.

_____ Amy Evans

_____ Tom Kramer



TOWN OF BRECKENRIDGE TOWN COUNCIL AGENDA
Tuesday, October 28, 2008 (Regular Meeting); 7:30 p.m.

I	CALL TO ORDER and ROLL CALL	
II	APPROVAL OF MINUTES – October 14, 2008 Regular Meeting	Page 90
III	APPROVAL OF AGENDA	
IV	COMMUNICATIONS TO COUNCIL	
	A. Citizen’s Comment - (Non-Agenda Items ONLY; 3 minute limit please)	
	B. St. Anthony’s CEO Update	
V	CONTINUED BUSINESS	
	A. SECOND READING OF COUNCIL BILL, SERIES 2008 - PUBLIC HEARINGS**	
NONE		
VI	NEW BUSINESS	
	A. FIRST READING OF COUNCIL BILL, SERIES 2008 –	
NONE		
	B. RESOLUTIONS, SERIES 2008-	
	1. A RESOLUTION APPROVING AN AGREEMENT FOR AID IN HAZARDOUS SUBSTANCE INCIDENTS	Page 92
	2. A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID AND INCIDENT MANAGEMENT TEAM	Page 107
	3. A RESOLUTION ADOPTING A “RED FLAG” POLICY FOR THE TOWN OF BRECKENRIDGE MUNICIPAL WATER UTILITY	Page 135
	C. OTHER-	
	1. Planning Commission Appointments	Page 76
	2. Public Art Commission Appointments	Page 84
VII	PLANNING MATTERS	
	A. Planning Commission Decisions of October 21, 2008	Page 2
VIII	REPORT OF TOWN MANAGER AND STAFF*	
IX	REPORT OF MAYOR AND COUNCILMEMBERS*	
	A. CAST/MMC (Mayor Warner)	
	B. Breckenridge Open Space Advisory Commission (Mr. Rossi)	
	C. BRC (Mr. Bergeron)	
	D. Summit Combined Housing Authority (Ms. McAtamney)	
	E. Breckenridge Heritage Alliance (Mr. Joyce)	
	F. Peak 6 Task Force (Mr. Rossi)	
X	OTHER MATTERS	
XI	SCHEDULED MEETINGS	Page 146
XII	ADJOURNMENT	

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

CALL TO ORDER and ROLL CALL

Mayor Warner called the October 14, 2008 Town Council Meeting to order at 7:38 p.m. The following members answered roll call: Mr. Joyce, Ms. McAtamney, Mr. Millisor, Mr. Mamula, Mr. Bergeron and Mayor Warner. Mr. Rossi was absent.

APPROVAL OF MINUTES – September 23, 2008 Regular Meeting

With no changes made, Mayor Warner declared the minutes were approved.

APPROVAL OF AGENDA

Town Manager Tim Gagen noted a new Agenda page handed out that included the addition of a Resolution as Item B.1. under New Business. With that addition, the agenda was approved.

COMMUNICATIONS TO COUNCIL

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

Sean McPherson of Innovative Energy expressed his goal to seek a revision to the recently enacted development code amendment concerning installation of solar systems. He asked Council to consider a balance between aesthetics and functionality, noting that capacity is often reduced by the current code requirements for flush-mounted systems versus elevated. He is working with Tonti Management on a solar system and, in this case, the system capacity would be reduced by 60-65 percent based on the current development code. Elevated systems increase solar production, shed snow well, and damage from snow and ice build-up is reduced. Mr. McPherson passed out a summary sheet. He also requested Council consider an exemption from sales tax for renewable energy systems. Council asked questions about reference materials, maintenance and snow shedding.

Michele Tonti added that a two-and-one-half percent sales tax exemption can be considerable for a large solar installation such as the one proposed at the Wedgewood Lodge. Ms. Tonti explained that the lodge is located in District 10, a contemporary architectural district. She noted that elevated panels shed snow better and have greater power production. Ms. Tonti believes this is an opportunity for the Town to make a new policy. She hoped the Town Council would think this is a good idea and therefore be more amenable to granting a variance for this installation. Council commented that they were aware of incentives, but had not discussed them yet. Mr. Gagen believed a code change, rather than a variance, may be necessary. Council questioned the time frame to make a code change (couple of months), and suggested that case-by-case review and/or possible differentiation between the historic district and other areas of town may be necessary. They thanked Mr. McPherson and Ms. Tonti for their input.

BRC Director's Report – John McMahon passed out an update and reported on the BRC vision and changes the organization would like to make; recognizing the opportunity to streamline operations and to put best practices into place; maintaining those things the Chamber does well; staffing changes; updating the bylaws to formalize the marketing committee; and changing the fiscal year to match the calendar year. Mr. McMahon reported that call volume and reservations are down 17-20 percent with no change expected until after the election; international business is off 30 percent; other markets are down even more. The BRC is narrowing its marketing focus to key markets-Dallas and Chicago; and to people who have visited Breckenridge in the past few years. The Breck 150 web site has been launched. The new travel planner guide is done; 85,000 copies are being distributed, and the format has been changed. The Welcome Center is undergoing changes and renovations. The BRC won a Pinnacle Award, voted on by meeting professionals. Oktoberfest was a huge success, with 30,000 people attending. Upcoming events include: Lighting of Breckenridge on December 6; the Winter Dew Tour; and Snowsculpting. Mr. McMahon then previewed a Breckenridge video clip.

Mr. McMahon asked Council what information they would like from him. Council would like to know how the BRC is doing this year versus last year and how Breckenridge is doing relative to other mountain resort communities. Concerns were expressed about Spring Massive and the Friends Welcome program. Mr. McMahon closed by saying that he believes in marketing and investing in items that have a return on investment.

CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILL, SERIES 2008 - PUBLIC HEARINGS**

NONE

NEW BUSINESS

A. FIRST READING OF COUNCIL BILL, SERIES 2008

NONE

B. RESOLUTIONS, SERIES 2008-

1. A Resolution in Support of Referred Measure 1A, Authorizing a Property Tax levy for Wildfire Protection and the Reduction of Beetle-Kill Trees, for the Preservation of Open Space and Trails for Public Lands and Improvements including Solar Energy and Energy Efficiency Improvements in Public Buildings, and for Other County Needs

Town Manager Tim Gagen introduced this resolution in support of the County Referred Measure 1A. Council members had questions about aspects of the tax levy. Council generally felt that it was an

**TOWN OF BRECKERIDGE
TOWN COUNCIL REGULAR MEETING
TUESDAY, OCTOBER 14, 2008
PAGE 2**

imperfect measure, but also that some of these issues are too important to not address. Consequences could include cutbacks in staffing and service.

Mr. Millisor moved to approve A Resolution in Support of Referred Measure 1A, Authorizing a Property Tax levy for Wildfire Protection and the Reduction of Beetle-Kill Trees, for the Preservation of Open Space and Trails for Public Lands and Improvements including Solar Energy and Energy Efficiency Improvements in Public Buildings, and for Other County Needs. Ms. McAtamney seconded the motion. Council discussed publicizing their support of the measure. Mayor Warner asked the public in attendance if they had any questions or input. Chris Neubecker questioned what "other county needs" included (general fund). The motion passed 6-0.

OTHER

NONE

PLANNING MATTERS

A. Planning Commission Decisions of October 7, 2008

With no requests for call up, Mayor Warner stated the Planning Commission decisions of the October 7, 2008 meeting would stand as presented.

B. Report of Planning Commission Liaison

Eric Mamula reported on the home size discussion. Mr. Mamula explained that despite a very good presentation by staff, he didn't sense much support from the community or the Commission. Council discussed what method may be best to address the home size issue, including FAR (floor area ratio), setting minimum/maximum home sizes, determining by neighborhood, or a dual approach using both FAR and neighborhood character. The main concerns expressed include maintaining community character, sustainability, public acceptance, "mega-homes," potential to buy two lots and build one large home on it, support from/impact on building community, difficulty in legislating taste/architecture, property rights, and limiting options in a tough market. It was noted that most areas of Town have land use restrictions in place, and many subdivisions have platted disturbance envelopes. The areas of concern are the areas where redevelopment could occur. Staff noted that the FAR model and minimum/maximum size caps would be simplest to apply. Planning staff will make a presentation to Council on the subject.

REPORT OF TOWN MANAGER AND STAFF*

Reports were covered earlier.

REPORT OF MAYOR AND COUNCILMEMBERS*

- A. **CAST/MMC (Mayor Warner)**
- B. **Breckenridge Open Space Advisory Commission (Mr. Rossi)**
- C. **BRC (Mr. Bergeron)**
- D. **Summit Combined Housing Authority (Ms. McAtamney)**
- E. **Breckenridge Heritage Alliance (Mr. Joyce)**
- F. **Peak 6 Task Force (Mr. Rossi)** - Mr. Rossi emailed his report to Council. There was discussion about representation at Task Force meetings. Council was fine with representation by staff and by Mr. Bergeron.

OTHER MATTERS

Mr. Bergeron would like Council to consider modifying the noise ordinance to prohibit heavy equipment operations before 8 a.m.

Mayor Warner announced that the Town was recently recognized as having the "Best Small Transit System" in the State of Colorado. He also read a letter from Katie Mason, who sent \$15.25 to the mayor because she wants to help the community.

There was general discussion about recognizing the following individuals: Dottie Bingham of the Bay Street Company; Dr. PJ for the out-of-country work he does; Helen Cospolich for her Leadville 100 win; and Shawna Henderson on behalf of the Breckenridge Convention and Visitor's Bureau for winning the Pinnacle Award.

SCHEDULED MEETINGS

Mr. Gagen reminded Council about the Recognition Reception coming up on November 12.

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 8:58 p.m.

ATTEST:

Mary Jean Loufek, CMC, Town Clerk

John Warner, Mayor



MEMORANDUM

To: Mayor and Town Council
From: Rick Holman, Chief of Police
Date: October 28, 2008
Subject: Resolution to approve IGA for Aid in Hazardous Substance Incidents

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 for aid in hazardous substance 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.

This new IGA cleans up the language from our old agreement since all of the Towns have recently identified the Sheriff as the "Designated Emergency Response Authority" (DERA) in hazardous substance incidents.

This IGA basically 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 this year is \$7,035.50 with an annual increase not to exceed 5%. This cost is in accordance with what we have been paying in past years.

This IGA will expire in December of 2008 and automatically renew for up to five (5) one-year renewal terms unless terminated by a party.

1 **FOR WORKSESSION/ADOPTION — OCT. 28**

2
3 A RESOLUTION

4
5 SERIES 2008

6
7 A RESOLUTION APPROVING AN AGREEMENT FOR AID IN HAZARDOUS
8 SUBSTANCE INCIDENTS
9

10 WHEREAS, governmental entities are authorized by Article XIV of the Colorado
11 Constitution and Part 2 of Article 1 of Title 29, C.R.S., to co-operate and contract with one
12 another to provide any function, service, or facility lawfully authorized to each of the co-
13 operating or contracting governmental entities; and
14

15 WHEREAS, a proposed “Intergovernmental Agreement For Aid In Hazardous Substance
16 Incidents” between the Town and Summit County, the Office of Sheriff of Summit County, the
17 Summit County Fire Authority, and the towns of Blue River, Dillon, Frisco and Silverthorne
18 (“IGA”) has been prepared, a copy of which is marked Exhibit “A”, attached hereto and
19 incorporated herein by reference; and
20

21 WHEREAS, the Town Council has reviewed the proposed Agreement and finds and
22 determines that it would be in the best interest of the Town to enter into the IGA.
23

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

27 Section 1. The proposed Intergovernmental Agreement For Aid In Hazardous Substance
28 Incidents between the Town and the Summit Fire Authority ("Exhibit "A" hereto) is approved,
29 and the Town Manager is hereby authorized, empowered and directed to execute such
30 Agreement for and on behalf of the Town of Breckenridge.
31

32 Section 2. This resolution shall become effective upon its adoption.
33

34 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____, 2008.
35

36 TOWN OF BRECKENRIDGE
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39
40 By _____
41 John G. Warner, Mayor

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Exhibit "A"

INTERGOVERNMENTAL AGREEMENT FOR AID
IN HAZARDOUS SUBSTANCE INCIDENTS

This Intergovernmental Agreement for Aid in Hazardous Substance Incidents (referred to hereafter as the "IGA") is made and entered on this _____ day of _____, 2008 by and between the:

COUNTY OF SUMMIT, COLORADO (County),
OFFICE OF THE SHERIFF, SUMMIT COUNTY, COLORADO (Sheriff)
SUMMIT COUNTY FIRE AUTHORITY (SFA),
TOWN OF BLUE RIVER, COLORADO (Blue River),
TOWN OF BRECKENRIDGE, COLORADO (Breckenridge),
TOWN OF DILLON, COLORADO (Dillon),
TOWN OF FRISCO, COLORADO (Frisco), and
TOWN OF SILVERTHORNE, COLORADO (Silverthorne).

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

WITNESSETH

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

WHEREAS, pursuant to C.R.S. § 29-22-102(3)(b), the Sheriff is the designated emergency response authority (DERA) for hazardous substance incidents occurring within the unincorporated areas of Summit County, Colorado; and

WHEREAS, pursuant to C.R.S. § 29-22-102(3) (a), the Towns have designated the Sheriff as the DERA for hazardous substance incidents occurring within their respective incorporated jurisdictions; and

WHEREAS, the SFA has established the Summit County Hazardous Materials Team (SCHMT) to perform certain functions relating to the handling and control of hazardous substance; and

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

WHEREAS, the Parties have previously entered into an Agreement for Aid in Hazardous Substance Incidents, which agreement has expired by its own terms; and

1
2 **WHEREAS**, the Parties desire to enter this IGA for the purposes of stating their mutual
3 and respective rights and obligations regarding the Sheriff's and SCHMT's provision of
4 hazardous substance incident related functions; and
5

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

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

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

19 **II. IGA Summary.**

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

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

29 **III. Definitions.** Unless otherwise specifically defined herein, all defined terms contained in this
30 IGA shall have the meaning set forth for them in Section 29-22-101, et seq., C.R.S.; Section
31 1507-10 of the Code of Colorado Regulations, 8 CCR 1507-10; Section 1507 – 22 of the
32 Code of Colorado Regulations, 8 CCR 1507-22 as amended. Other special terms not defined
33 in this paragraph shall be the same as those established by applicable State and Federal
34 statutes and rules and regulations regarding hazardous substances.
35

36 A. "Hazardous Substance Scene" means the specific and limited area immediately
37 contiguous with or adjacent to vehicles, facilities, or containers containing any hazardous
38 substance where the potential exists that such hazardous substance may be spilled,
39 discharged, or released, or the area immediately surrounding any spilled, discharged, or
40 released hazardous substance and any additional area needed as determined by the
41 person(s) operating as the Incident Commander. The scene shall also include those areas
42 and facilities contaminated as a direct result of the incident although such areas and
43 facilities may not be contiguous or adjacent to the initial spill location.
44

- 1 B. "Emergency Response to a Hazardous Substance Incident" means taking the initial
2 emergency actions necessary to minimize the effects of a hazardous substance incident.
3
- 4 C. "Summit County Hazardous Materials Team" ("SCHMT") means a specially equipped
5 and trained team of personnel organized by the SFA to provide the capable response to
6 incidents involving a hazardous substance. All team members must meet the minimum
7 standards of 29 C.F.R. 1910.120(q)(6)(ii) "First Responder Operations Level" or 29
8 C.F.R. 1910.120(q)(6)(iii) "Hazardous Materials Technician". Any Party participating in
9 this IGA may provide membership to the SCHMT.
10
- 11 D. "Incident Command System" ("ICS") means the system adopted by the various fire
12 protection agencies operating within the boundaries of Summit County.
13
- 14 E. "Incident Commander" means those persons serving to control and coordinate all
15 response actions associated with the incident. Hazardous Substance Incident
16 Commanders must meet the requirements of 29 C.F.R. 1910.120(q)(6)(v) "On Scene
17 Incident Commander"
18
- 19 F. "Jurisdiction" for the County means the unincorporated areas of Summit County, except
20 for any federal, state or county highway located outside of municipal limits, and; for each
21 Town the term "Jurisdiction" means their respective incorporated areas.
22
- 23 G. "SCHMT Operations" means the portion of the response serving to perform the actual
24 tasks in stabilizing and/or controlling a hazardous substance incident.
25
- 26 H. "SCHMT Operations Chief and/or Hazardous Materials Branch Manager" mean the
27 person reporting to the Incident Commander to supervise the SCHMT operations.
28

29 **IV. Effective Date and Term.** The effective date of this IGA is January 1, 2008 and the IGA
30 shall expire on December 31, 2008. Upon the expiration of its initial term, the IGA shall
31 automatically renew for, up to, five (5) one-year renewal terms unless it is terminated by a
32 Party in accordance with Section IX., Termination, below.
33

34 **V. Rights and Duties of the Parties.**
35

36 **A. County's Rights and Duties.**

- 37 1. The County hereby states and affirms that its governing body has officially identified
38 the Sheriff as the DERA for unincorporated Summit County, Colorado.
39 2. The County agrees to pay SFA for its performance of services hereunder in
40 accordance with the terms and conditions of Section V.E., Financial Obligations of
41 Contributing Parties.
42 3. The County acknowledges and agrees that it is responsible for costs related to
43 hazardous substance incidents occurring within its jurisdiction that are not recovered
44 from the person or entity responsible for such incident.

- 1 4. The County, through its Summit County Communications Center (SCCC), shall
2 dispatch the SCHMT to respond to hazardous substance incidents occurring within
3 the jurisdictions of the Contributing Parties. Requests for aid though the SCCC shall,
4 to the extent such information has been made available to the dispatcher, include
5 information regarding:
6 a. Incident location;
7 b. Type and quantity of the hazardous substance involved;
8 c. Any facilities, areas, and/or properties that may be impacted by the hazardous
9 substance;
10 d. Geography and weather conditions at the location of the incident.
11

12 **B. Towns' Rights and Duties.**

- 13 1. The Towns each hereby state and affirm that their respective governing bodies have
14 officially identified the Sheriff as the DERA for their respective jurisdictions.
15 2. The Towns each agree to pay SFA for its performance of services hereunder in
16 accordance with the terms and conditions of Section V.E., Financial Obligations of
17 Contributing Parties.
18 3. The Towns each acknowledge and agree that they are responsible for costs related to
19 hazardous substance incidents occurring within its respective jurisdiction that are not
20 recovered from the person or entity responsible for such incident.
21

22 **C. Sheriff's Rights and Duties as DERA.**

- 23 1. The Sheriff hereby affirms that it accepts its appointment as DERA by and for the
24 County and Towns.
25 2. The Sheriff shall be responsible for the provision of all DERA related functions for
26 the Contributing Parties. The Sheriff, as DERA, shall provide the DERA related
27 functions required of it hereunder in accordance with all applicable federal, state and
28 local laws, regulations and professional standards, which functions include
29 administration of hazardous substance incident related clean-up activities and making
30 reasonable efforts to collect hazardous substance incident related clean-up costs from
31 the person or entity responsible for such incident.
32 3. The Sheriff, as DERA, hereby contracts with SFA for the SCHMT's provision of
33 certain below described hazardous substance incident response related duties and
34 functions (SCHMT Services).
35

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

- 37 1. The SFA, through its SCHMT, hereby agrees to provide the following SCHMT
38 Services for the DERA:
39 a. SFA shall provide timely emergency response services for hazardous substance
40 incidents occurring within the jurisdictions of the Contributing Parties.
41 b. In the event of hazardous substance incidents that are beyond the capabilities of
42 SFA, SFA shall be responsible for timely requesting and coordinating incident
43 response by agencies or entities that are capable of providing the necessary
44 hazardous substance incident response services. SFA's responsibility hereunder

1 includes the responsibility of SFA to have in place all necessary agreements or
2 information for identifying, contacting and coordinating timely response by back-
3 up hazardous substance response agencies or entities.

- 4 c. SFA shall provide the services required of it hereunder in accordance with all
5 applicable federal, state and local laws, regulations and professional standards.
- 6 d. Except as specifically provided for herein, SCHMT shall have no DERA related
7 responsibilities for the County or Towns. The SCHMT shall not be utilized to
8 clean up the incident scene after their control and stabilization actions have been
9 accomplished. The DERA shall maintain all responsibility to ensure that proper
10 clean up activities have been engaged.
- 11 e. SFA will submit invoices to each of the Contributing Parties for their respective
12 annual financial obligations hereunder.
- 13 f. SFA certifies that, at the time of entering into this IGA, it, on behalf of the
14 SCHMT, has currently in effect all necessary licenses, certifications, approvals,
15 insurance, permits, etc. required to properly perform the services covered by this
16 IGA. SFA warrants that it will maintain all necessary licenses, certificates,
17 approvals, insurance, permits, etc. required to properly perform this IGA.
18 Additionally, all employees of SFA performing services under this IGA shall hold
19 the required licenses or certification, if any, to perform their responsibilities
20 hereunder. Any revocation, withdrawal or non-renewal of necessary licenses,
21 certifications, approvals, insurance, permits, etc. required for SFA to properly
22 perform this Agreement, shall be grounds for termination of this Agreement by
23 the Contributing Parties for default. SFA shall notify the Contributing Parties
24 immediately upon receipt of notice from applicable licensing or regulatory
25 authority of any action brought by such authority affecting any license,
26 certification or approvals required hereunder.
- 27 g. SFA shall, concurrent with entering this IGA, provide the Sheriff and
28 Contributing Parties with a 5 Year Capital Expenditures Plan for the SCHMT,
29 which plan shall detail anticipated capital purchases and/or anticipated
30 replacement of capital equipment. Provision of the 5 Year Capital Expenditures
31 Plan by SFA, and/or annual updates thereto, shall not obligate the Contributing
32 Parties for such anticipated capital costs.

33
34 **E. Financial Obligations of Contributing Parties**

35 **1. Initial Term.**

- 36 a. The County shall pay SFA \$13,401.00 for its provision of SCHMT Services
37 hereunder.
- 38 b. Town of Blue River shall pay SFA \$1,215.15 for its provision of SCHMT
39 Services hereunder.
- 40 c. Town of Breckenridge shall pay SFA \$7,035.50 for its provision of SCHMT
41 Services hereunder.
- 42 d. Town of Dillon shall pay SFA \$7,035.50 for its provision of SCHMT Services
43 hereunder.

- e. Town of Frisco shall pay SFA \$7,035.50 for its provision of SCHMT Services hereunder.
- f. Town of Silverthorne shall pay SFA \$7,035.50 for its provision of SCHMT Services hereunder.
- g. The total financial obligation of the Contributing Parties for the initial term of this IGA is \$42,758.15.

- 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 the initial term of this IGA shall be due and payable to SFA within thirty (30) days of the effective date of this IGA. 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 Sheriff, 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 Sheriff, 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 written approval from the DERA to pursue such collections on its own behalf. DERA approval of the SCHMT's pursuit of collections hereunder shall not be unreasonably withheld.

- 1 3. Should hazardous substance incident reimbursement proceeds be less than the total
2 reimbursable hazardous substance incident related costs, reimbursement shall be
3 made in a proportionate manner to the involved entities.
- 4 4. Unrecovered reimbursable hazardous material incident related costs shall be paid by
5 the jurisdictional entity, Town or County, in which the hazardous substance incident
6 occurred, however, in no case shall a Town or the County be responsible for paying
7 unrecovered reimbursable hazardous substance incident costs incurred by the SFA or
8 its SCHMT. Any reimbursement of costs coordinated by the DERA or SCHMT shall
9 follow the rules for reimbursement as promulgated by the Colorado Department of
10 Public Safety pursuant to Section 29-22-104 (6)(a), C.R.S.
- 11 5. The Parties hereto further agree to pursue all additional reimbursement as may be
12 made available pursuant to C.R.S. 29-22-105, and shall agree to any subrogation
13 requirements mandated as a condition of such reimbursement, if appropriate.

14
15 **VI. Meetings and Reporting.**

- 16 A. Representatives of the DERA and SFA shall meet at least annually with the County and
17 Towns to report on and discuss DERA and SCHMT status, activities and related matters
18 including renewal of the IGA. The annual meeting shall be an agenda item for the
19 regularly scheduled meeting of the managers for the County and Towns, which shall also
20 be attended by the Sheriff or his designee. The meeting shall be held not later than July
21 1st.
- 22
23 B. Prior to the date of the annual meeting, the SFA will provide the Contributing Parties
24 with:
 - 25 1. A budget report, which includes:
 - 26 a. SCHMT revenues and expenses for the past fiscal (January to December) year;
 - 27 b. SCHMT account balances;
 - 28 c. Recommendations for funding by the Contributing Parties for the next following
29 renewal term, and;
 - 30 d. An updated 5 Year Capital Expenditures Plan for the SCHMT is due annually
31 with budget report.
 - 32 2. An activity report for the SCHMT, which describes IGA related activities of the
33 SCHMT during the previous twelve months. Information provided in the activity
34 report shall include:
 - 35 a. Operations Response descriptions;
 - 36 b. Technician Response descriptions;
 - 37 c. Descriptions of all instances of deviations from required staffing patterns, and;
 - 38 d. Special circumstances reports.
- 39
40 C. Prior to the date of the annual meeting, the Sheriff will provide the other Parties with an
41 activity report for the DERA, which report shall describe DERA hazardous substance
42 incident related administration and collection activities for the past year.

1 D. Representatives of the DERA and SFA shall meet with each other on an as needed basis
2 to address issues related to the subject matter of this IGA.
3

4 **VII. Indemnification of Contributing Parties.** SFA for itself and on behalf of the SCHMT
5 agrees to defend, indemnify and hold harmless all Contributing Parties as well as their
6 employees and agents, from and against any cost, and liabilities of any kind incurred as a
7 result of any act or omissions by the SFA, the SCHMT, or its employees, agents,
8 subcontractors, or assignees arising out of SFA's provision of Services hereunder.
9

10 **VIII. Insurance Requirements.** SFA shall obtain and maintain for the SCHMT at all times
11 during the term of this IGA, insurance in the following kinds and amounts:
12

13 A. Standard Worker's Compensation and Employer Liability as required by the State statute,
14 including occupational disease, covering all employees on or off the work site, acting
15 within the course and scope of their employment.
16

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

- 19 1. Combined single limit of \$600,000 if written on an occurrence basis.
- 20 2. Any aggregate limit will not be less than \$1,000,000.
- 21 3. Combined single limit of \$600,000 for policies written on a claims-made basis. The
22 policy shall include an endorsement, certificate, or other evidence that coverage
23 extends two years beyond the performance period of the contract.
- 24 4. If any aggregate limits are reduced below \$600,000 because of claims made or paid
25 during the required policy period, the SFA shall immediately obtain additional
26 insurance to restore the full aggregate limit and furnish a certificate or other
27 document showing compliance with this provision.
- 28 5. The insurance shall include provisions preventing cancellation without 60 days prior
29 notice to the Contributing Parties by certified mail.
- 30 6. SFA shall provide certificates showing adequate insurance coverage to the
31 Contributing Parties within 7 working days of IGA execution, unless otherwise
32 provided.
33

34 **IX. Termination.**

35 A. This IGA may be terminated by any Party without cause by providing written notice of
36 intent to terminate its participation in the IGA to each of the other Parties, the SFA and
37 the Sheriff not less than ninety (90) days prior to the proposed termination date.
38

39 B. In the event that any Party submits a written notice of intent to terminate its participation
40 in the IGA, the IGA shall remain in effect for all Parties, including the terminating Party,
41 until the last day of the then current one-year IGA term.
42

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

1
2 X. **Notice.** All notices required to be given by the parties hereunder shall be hand delivered
3 or given by certified or registered mail to the individuals at the addresses set forth below.
4 Either party may from time to time designate in writing substitute addresses or persons to
5 whom such notices shall be sent.
6

7 Lindsay Backas, Mayor
8 Town of Blue River
9 P.O. Box 1784
10 110 Whispering Pines Lane
11 Breckenridge, CO 80424
12

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

13 Devin Granbery, Town Manager
14 Town of Dillon
15 P.O. Box 8
16 275 Lake Dillon Drive
17 Dillon, CO 80435
18

Michael Penny, Town Manager
Town of Frisco
P.O. Box 4100
1 Main Street
Frisco, CO 80443

19 Kevin Batchelder, Town Manager
20 Town of Silverthorne
21 P.O. Box 1309
22 601 Center Circle
23 Silverthorne, CO 80498
24

Gary Martinez, County Manager
Summit County Government
P.O. Box 68
208 Lincoln Avenue
Breckenridge, CO 80424

25 John G. Minor, Sheriff
26 Summit County Sheriff's Office
27 P.O. Box 210
28 501 North Park Avenue
29 Breckenridge, CO 80424
30

Jerry Peterson, Chairman
Summit County Fire Protection Authority
P.O. Box 1132
Frisco, CO 80443

31 XI. **General Terms and Provisions.**

32 A. Independent Contractor. SFA is an Independent Contractor, not an employee of the
33 Contributing Parties and is not in their respective personnel systems. SFA is engaged in
34 an independent trade, occupation, profession or business and is qualified to perform the
35 services pursuant to the IGA. SFA is free to provide services to others and is not required
36 to work exclusively for Contributing Parties. The Parties agreed upon the term of this
37 contract. Payment is set at the contract rate for the work and is not set as a salary or
38 hourly-employment rate. Payments shall be made by checks payable to the trade or
39 business name of the SFA and not to any individual. SFA is responsible for providing its
40 own tools and benefits at its own cost. SFA is not entitled to worker's compensation
41 benefits or unemployment insurance benefits unless paid for by SFA and SFA is
42 obligated to pay federal (including social security) and state income tax on any monies
43 earned pursuant to this contract relationship. SFA is responsible for complying with all
44 employment laws and insurance laws relating to its own employees, SFA is and shall

1 remain a separate and distinct entity from the Sheriff and Contributing Parties; the
2 business operations of the Contributing Parties shall in no way combine with the business
3 operations of the SFA.

4 B. Governmental Immunity. Nothing in this IGA shall be construed against any party hereto
5 as a waiver of the limitations on damages, or as a waiver of the privileges, immunities, or
6 defenses provided to, or enjoyed by, any of the Parties under common law or pursuant to
7 statute including, but not limited to, the Colorado Governmental Immunity Act, Section
8 24-10-101, et seq., C.R.S. and Sections 24-32-2604, et seq., C.R.S.

9 C. Worker Compensations and Pension Benefits. Pursuant to Sections 29-5-109 and 29-5-
10 110, C.R.S., and this IGA, if any personnel of a responding SCHMRT member is injured,
11 disabled, or dies as a result of performing services within the boundaries of another
12 jurisdiction, said individual shall remain covered by, and eligible for, workers'
13 compensation and pension benefits, including disability, death, and survivor benefits, to
14 which the individual would otherwise be entitled if the injury, disability, or death had
15 occurred within the jurisdictional boundaries of the responding SCHMT member.

16 D. Prior Agreements. The terms of this IGA shall supersede the terms of any pre-existing
17 agreements between SCHMT members regarding responses to hazardous substance
18 incidents and actions or responsibilities except for incidents that do not require the
19 assistance of the SCHMT. This IGA shall not affect or supersede any other agreements,
20 including mutual aid agreements between SCHMT members except as such agreements
21 relate to responses to hazardous substance incidents and actions or responsibilities under
22 the federal Emergency Planning and Community Right-to-Know Act (EPCRA).

23 E. Amendment. This IGA may be amended from time to time by written IGA duly
24 authorized by all the parties to this IGA. No modification or waiver of this IGA or any
25 covenant, condition or provision contained herein shall be valid unless in writing and
26 duly executed by all parties.

27 F. Authorization. The signatories to this IGA affirm and warrant that they are fully
28 authorized to enter into and execute this IGA, and all necessary actions, notices, meetings
29 and/or hearings pursuant to any law required to authorize their execution of this IGA
30 have been made. The Parties hereto have mutually represented that they possess the legal
31 ability to enter into this IGA. In the event that a court of competent jurisdiction
32 determines that either of the parties hereto did not possess the legal ability to enter into
33 this IGA, this IGA shall be considered null and void as of the date of such court
34 determination.

35 G. Whole IGA. This IGA embodies the whole agreement between the Parties regarding
36 responses to hazardous substance incidents and actions or responsibilities under EPCRA,
37 except for incidents that do not require the assistance of the SCHMT, and there are no
38 inducements, promises, terms, conditions or other obligations made or entered into by the
39 Parties other than those contained herein.

40 H. Successors and Assigns. This IGA shall be binding upon the Parties hereto, their
41 respective successors or assigns. Neither Party may assign, delegate, sublease, pledge, or
42 otherwise transfer any rights, benefits, or obligations under this IGA to any party without
43 the prior written consent of the non assigning party.

- I. Appropriation of Funds/ Multi-Year Contracts. Payment pursuant to this IGA, whether in whole or in part, is subject to and contingent upon the continuing availability of each of the Party's funds for purposes hereof. In the event that said funds, or any part thereof, become unavailable as determined by a Party, the Party may immediately terminate this IGA in accordance with the termination requirements provided in Section IX above. The obligations of the Parties hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.
- J. Severability. All agreements, covenants and terms contained herein are severable, and in the event that any such agreement, covenant, or term is held invalid, by a court of competent jurisdiction, this IGA shall be interpreted as if such invalid IGA, covenant, or term were not contained herein.
- K. Applicable Law. At all times during the performance of this IGA, the Parties herein shall strictly adhere to all applicable federal, state and local laws, rules, and regulations that have been or may hereafter be established. All work and services performed under this IGA shall comply with federal, state and local laws, rules and regulations. This IGA shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue shall only be proper in Summit County, Colorado.
- L. No Benefit to Inure to Third Parties. This IGA does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or bring any lawsuit, action or other proceedings against either Party because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein.
- M. Counterparts. This IGA may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

SUMMIT COUNTY FIRE AUTHORITY

SUMMIT COUNTY GOVERNMENT

Jerry Peterson, Chairman Date

Gary Martinez, Manager Date

SUMMIT COUNTY SHERIFF

TOWN OF SILVERTHORNE

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John G. Minor, Sheriff Date

Kevin Batchelder, Manager Date

TOWN OF BRECKENRIDGE

TOWN OF BLUE RIVER

Tim Gagen, Manger Date

Lindsay Backas, Mayor Date

TOWN OF DILLON

TOWN OF FRISCO

/s/ Devin Granbery 9/16/08

Devin Granbery, Manager Date

Michael Penny, Manager Date



MEMORANDUM

To: Mayor and Town Council
From: Rick Holman, Chief of Police
Date: October 28, 2008
Subject: Resolution to approve IGA for Mutual Aid Incident Management Team

Staff is recommending the Town Council approve a resolution that will allow the Town Manager to enter into an IGA with the County and Municipal Governments, Special Districts, School District, Hospital, and Resorts for the establishment of an Incident Management Team (IMT).

The purpose of the IMT is to provide aid to a requesting participating party in a man-made or naturally occurring incident that has exceeded the requesting party's capability to cope with such incident.

The IMT has been in place for a number of years in Summit County and members of each participating agency meet on a regular basis to plan, coordinate, and train for response to disaster type incidents.

This IGA will end in December of 2009 and automatically be renewed for up to three successive one-year terms ending in 2012.

There are no costs associated with this IGA although the police department has paid a couple of hundred dollars in the past years to help share in some minor operational costs for the IMT.

1 ***FOR WORKSESSION/ADOPTION – OCTOBER 28***

2
3 A RESOLUTION

4
5 SERIES 2008

6
7 A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
8 MUTUAL AID AND INCIDENT MANAGEMENT TEAM
9

10 WHEREAS, the danger of man made or naturally occurring emergencies, catastrophes or
11 disasters to the public welfare knows no jurisdictional boundaries; and
12

13 WHEREAS, governmental entities are authorized by Article XIV of the Colorado
14 Constitution and Part 2 of Article 1 of Title 29, C.R.S., to co-operate and contract with one
15 another to provide any function, service, or facility lawfully authorized to each of the co-
16 operating or contracting governmental entities; and
17

18 WHEREAS, the Colorado legislature has authorized mutual aid agreements between
19 public safety agencies in Part 1 of Article 5 of Title 29, C.R.S., and
20

21 WHEREAS, the Colorado General Assembly has further encouraged local and
22 interjurisdictional disaster planning in Section 24-32-2101, the “Colorado Disaster Emergency
23 Act of 1992”; and
24

25 WHEREAS, a proposed Intergovernmental Agreement For Mutual Aid And Incident
26 Management Team between the Town, Summit County, the Summit County Sheriff, Summit
27 County School District RE-1, all of the Towns in Summit County, numerous special districts, St.
28 Anthony, Summit Medical Center, and the major resort areas located within Summit County has
29 been prepared, a copy of which is marked Exhibit “A”, attached hereto and incorporated herein
30 by reference; and
31

32 WHEREAS, the Town Council has reviewed the proposed Intergovernmental
33 Agreement, and finds and determines that it would be in the best interest of the Town to enter
34 into such Agreement.
35

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

39 Section 1. The proposed Intergovernmental Agreement For Mutual Aid And Incident
40 Management Team ("Exhibit "A" hereto) is approved, and the Town Manager is hereby
41 authorized, empowered and directed to execute such Agreement for and on behalf of the Town of
42 Breckenridge.
43

44 Section 2. This resolution shall become effective upon its adoption.
45

46 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____, 2008.

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TOWN OF BRECKENRIDGE

By _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney date

1 Exhibit "A"

2
3 **AGREEMENT FOR MUTUAL AID**
4 **INCIDENT MANAGEMENT TEAM**
5

6 THIS AGREEMENT FOR MUTUAL AID, INCIDENT MANAGEMENT TEAM,
7 hereinafter referred to as "this Agreement," is made and entered into as of _____,
8 2008 by and between the County and Municipal Governments, Special Districts, School
9 District, Hospital and Resorts upon their authorized execution of this Agreement (hereinafter
10 referred to as Parties or singularly as Party).

11
12 **County:**

13 Summit County Government
14 Summit County Sheriff's Office
15

16 **Hospital:**

17 St. Anthony, Summit Medical Center
18

19 **Resorts:**

20 Arapahoe Basin Ski Resort
21 Copper Mountain Ski Resort
22 Keystone Ski Resort
23 Breckenridge Ski Resort
24

25 **School District:**

26 Summit School District RE-1
27

28 **Special Districts:**

29 Copper Mountain Consolidated Metropolitan District
30 Lake Dillon Fire Protection District
31 Lower Blue Fire Protection District
32 Red, White and Blue Fire Protection District
33

34 **Towns:**

35 Blue River
36 Breckenridge
37 Dillon
38 Frisco
39 Montezuma
40 Silverthorne
41

1 WITNESSETH:
2

3 WHEREAS, each of the Parties hereto desire to aid and assist each other by an organized
4 and established Incident Management Team (IMT) for the purposes of preserving the health,
5 safety and welfare of their inhabitants; and
6

7 WHEREAS, the danger of man made or naturally occurring emergencies, catastrophes or
8 disasters to the public welfare know no jurisdictional boundary; and
9

10 WHEREAS, the Colorado General Assembly has authorized such intergovernmental
11 mutual aid agreements by the provision of Section 29-1-203 and 29-5-101 through 29-5-109
12 C.R.S.; and
13

14 WHEREAS, the Colorado General Assembly has encouraged local and inter-
15 jurisdictional disaster planning in the provisions of Section 24-32-2001, the “Colorado Disaster
16 emergency Act of 1992”; and,
17

18 WHEREAS, each Party will in good faith, make an attempt to assist the other based on
19 their needs and specific request; and,
20

21 WHEREAS, through greater cooperation in mutual aid, each Party may have greater
22 resources to aid their community in time of disaster;
23

24 NOW THEREFORE, it is agreed as follows:
25
26

27 **ARTICLE I**
28

29 **PURPOSE AND SCOPE**
30

31 **1.1 SCOPE**
32

33 A. This Agreement shall be effective between the Parties who are signatories, upon
34 their execution of this Agreement, regardless of whether or when a Party listed herein, may
35 execute this Agreement. The withdrawal of any Party from this Agreement by termination or as
36 otherwise provided, shall not affect the validity of this Agreement between the signatory Parties
37 who have not so withdrawn.

38 B. It is the intent of this Agreement that aid be requested for those incidents that
39 exceed the requesting Party’s capability to cope or to such extent that the incident is, or could be
40 expected to assume the proportions of a disaster, hereinafter referred to as an (“Incident”).

41 Assistance may be requested by any Party, without limitation as to the type of Incident,
42 whether for civil unrest, law enforcement emergency, structural fire, wildland fire, emergency
43 medical, rescue, hazardous materials, natural disaster catastrophe, or other situation which
44 satisfies the definition of disaster in Section 24-32-2103, C.R.S.

45 C. It is understood between the parties that this Agreement shall not supercede any
46 pre-existing agreement of any Party.

1 **1.2 TYPES OF ASSISTANCE**

2
3 A. Any Party to this Agreement may request aid of another Party or Parties for the
4 purpose of assisting in controlling on combating an Incident, whether man made or naturally
5 occurring, in accordance with the operating plan hereto attached as “The Mutual Aid Operations
6 Plan”, which plan shall indicate certain procedures of an operational or administrative nature.

7 B. As an administrative function, the Parties to this Agreement may revise the
8 Mutual Aid Operations Plan as needs or requirements may dictate, as determined by the Parties
9 by majority written consent.

10 Proposed revisions to the Mutual Aid Operations Plan shall first be distributed to the
11 Parties. When written consent is not received of any Party after 30 days, consent shall be
12 deemed to have been granted by that Party. Any Party aggrieved by revisions to the Mutual Aid
13 Operations Plan may terminate as provided in Section 2.2.

14 C. All services and assistance provided by the IMT team to a requesting Party shall
15 be provided at no cost for use of the pre-assigned IMT personnel and necessary support
16 equipment, except as provided in Section 4.1.

17
18 **1.3 COMMITMENT OF RESOURCES**

19
20 A. Parties providing aid under this Agreement shall commit to a minimum operating period
21 of twenty-four (24) hours. Personnel of the initially assigned IMT team may be rotated with a
22 second shift IMT team after sixteen (16) hours of continuous duty and on a twelve (12) hour
23 rotation thereafter.

24 B. If any Party providing personnel as part of a pre-assigned IMT team requires the
25 immediate release of an individual or all personnel, the Incident Commander shall be notified of
26 such request and the party utilizing the IMT team shall release the requested personnel of the
27 Party providing aid as immediately as possible. Such release shall occur through the staging area
28 or a designated location so as to account for all personnel and to provide for replacement of the
29 personnel released as per the Mutual Aid Operations Plan.

30
31 **1.4 LIMITATIONS**

32
33 No Party to this Agreement shall be required to make resources, equipment or personnel,
34 or other form of assistance available or render any service to the requesting Party when doing so
35 would impair the Party’s ability to provide effective emergency service within its own service
36 area. The Party requested to provide aid shall determine, in its sole discretion, what resources,
37 services or personnel as per-assigned to an IMT team, if any, can be reasonably provided.

38
39 **1.5 INCIDENT COMMAND AND CONTROL**

40
41 No Party to this agreement shall request assistance of an IMT team without using the established
42 Incident Command System as outlined in NIMS (National Incident Management System); and, it
43 shall be required that the Parties who may perform under the terms of this Agreement implement
44 the NIMS Incident Command System. Further, each Party shall assume the responsibility for
45 planning and preparedness with respect to local jurisdiction and for execution of this Agreement.

46

1 **1.6 ADDITIONAL PARTICIPANTS**
2

3 This Agreement is intended to limit the participation of future additional Parties, to those
4 entities whose service areas exist within Summit County and who are a Department or Elected
5 Office of the County Government, or a law enforcement agency of a Municipality, fire
6 department, a special district, a federal or state agency with public safety or forestry jurisdiction,
7 a hospital, school district, or a resort.

8 Additional participants shall not be considered as Parties to this Agreement until the
9 Agreement is duly authorized and executed by their respective governing bodies or executive
10 officers

11 **ARTICLE II**
12

13 **TERM AND TERMINATION**
14

15 **2.1 TERM AND TERMINATION**
16

17
18 The initial term of this Agreement shall commence on the execution of this Agreement by
19 all Parties hereto and shall end on December 31, 2009. This agreement shall automatically be
20 renewed for up to three (3) successive one (1) year terms beginning on January 1, 2010 and
21 ending December 31, 2012.
22

23 **2.2 TERMINATION**
24

25 A. Any Party may terminate this Agreement with written notice at least thirty (30)
26 days prior to the renewal of the subsequent year of the Agreement. Written notice shall be
27 served to all other Parties and the Agreement shall then terminate at the end of the current year of
28 the Agreement. The effect of a Party or Parties who terminate the Agreement shall not terminate
29 the Agreement in total, and the Agreement shall remain in effect for non-terminating Parties.

30 B. Any Party opposed to the Mutual Aid Operations Plan or to the termination of this
31 Agreement by any other Party may terminate this Agreement with at least thirty (30) days prior
32 written notice to the Parties.
33

34 **ARTICLE III**
35

36 **JURISDICTION AND AUTHORITY TO EXERCISE THIS AGREEMENT**
37

38 **3.1 JURISDICTION**
39

40 It is understood that Parties providing aid to a requesting Party are authorizing their pre-
41 assigned IMT team personnel, equipment and resources to carry out assignments in conformance

1 with and under the Incident Command System. All Parties participating on a pre-assigned IMT
2 team shall follow the action plan for the incident, as determined by the incident commander with
3 jurisdiction, or by a unified command in cases of incident under multi-agency jurisdiction.

4
5 **ARTICLE IV**

6
7 **INDEMNIFICATION AND INSURANCE**

8
9 **4.1 INDEMNIFICATION AND INSURANCE**
10

11 A. The officers, employees or volunteers of the aiding Party as part of an IMT
12 assigned team, shall be and remain officers, employees or volunteers of the aiding party, and no
13 officer, employee or volunteer shall have any pension, compensation, civil service status or other
14 rights with respect to the requesting Party under any circumstances. Further, the requesting Party
15 shall not be called upon to assume any liability for the direct payment of any salary, wage or
16 compensation to any officers, employees, or volunteers of the aiding Party IMT team.

17 B. The requesting Party shall not be liable for compensation or indemnity to any
18 officer, employee or volunteer of the aiding Party team for any injury or illness arising out of
19 services provided under this Agreement. Further, the coverage of any officer, employee or
20 volunteer of the aiding Party under the Workers Compensation Act of Colorado shall not be
21 affected by reason of the performance of duties hereunder for a requesting Party, and such
22 officers, employees and agents shall remain fully covered by any such workers compensation
23 insurance. The aiding Party shall be liable for any compensation for any injuries or illness of its
24 officers, employees or volunteers as provided for in the Workers Compensation Act of Colorado.

25 C. Nothing in this Agreement shall be construed as a waiver by any Party of the
26 protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq.,
27 C.R.S., or any other protections or immunities provided by law.

28 D. Any liability to persons who are not Parties to this Agreement arising because of
29 the negligence or tortuous act of any Party or its employees, volunteers, or agents from the time
30 they respond to an incident subject to this Agreement until they are released shall be imposed
31 upon the requesting Party.

32 E. As between the Parties, liability arising from the negligence or tortuous actions of
33 each Party or of its employees, volunteers, or agents and resulting in damages to another Party is
34 waived by the damaged Party and the Parties shall hold each other harmless; except that in the
35 case of damages resulting from willful or wanton actions or intentional torts, in which case the
36 Party whose acts, or whose employee's acts were willful or wanton or constitute intentional torts
37 shall be liable for the same.

38 F. Notwithstanding the other provisions of this Section, a Party requesting assistance
39 hereunder shall be responsible for any and all damages to or consumption of the equipment
40 provided hereunder from the time the equipment arrives at an Incident location until the
41 equipment is released. For the purposes of this Section, the term "equipment" shall include all

1 equipment, tools, supplies, personal protective equipment, communications and portable ICS
2 base set-up which are not a fixture of a vehicle or trailer.

3 **4.2 INSURANCE**
4

5 Each party shall, during the term of this Agreement, or any renewals or extensions
6 hereof, maintain the following types of insurance coverage with companies and in amounts
7 indicated hereinafter or if not indicated hereinafter, in amounts acceptable to the participating
8 Parties:

9 A. Comprehensive and liability coverage in the initial minimum amount of
10 \$150,000/\$600,000, and thereafter in such amounts as are required pursuant to Section 24-10-
11 114, C.R.S., commonly known as the Colorado Governmental Immunity Act. Such coverage
12 shall insure the common inclusions of premises operations, products/completed operations,
13 contractual liability, independent contractors, broad form property damage and personal injury.

14 B. Professional liability insurance coverage in the initial minimum amount of
15 \$150,000/\$600,000, and thereafter in such amounts required pursuant to Section 24-10-114,
16 C.R.S.

17 C. Automobile insurance liability coverage in the minimum amount of
18 \$150,000/\$600,000. Such coverage shall include other common coverage provided by insurance
19 companies such as uninsured motorists and no fault coverage.

20 D. Worker's compensation insurance, pension, disability and unemployment
21 insurance for officers, employees, and volunteers.
22

23 **ARTICLE V**
24 **MISCELLANEOUS**

25 **5.1 ASSIGNMENTS**
26

27 Except for consolidation or merger of one (1) or more the Parties, no Party shall
28 voluntarily or involuntarily assign, delegate, subcontract, pledge, or encumber any right, duty, or
29 interest in whole or in part of this Agreement without mutual consent of all Parties.
30

31
32 **5.2 AMENDMENTS**
33

34 This Agreement may be modified, amended, changed, or terminated, (except as to
35 termination as herein above provided, and, as to the Mutual Aid Operations Plan) in whole or in
36 part, by agreement of the majority of the Parties in writing.
37

38 **5.3 WAIVER**
39

1 This waiver of any breach of any of the provision of this Agreement by either Party shall
2 not constitute a continuing waiver of any subsequent breach by that Party either of the same or of
3 another provision of this Agreement.

4 **5.4 HEADING FOR CONVENIENCE ONLY**
5

6 This articles, sections, paragraph headings, captions, and titles contained herein are
7 intended for convenience and reference only, and are not intended to define, limit or describe the
8 scope or intent of any of the provision of this Agreement.

9 **5.5 SEVERABILITY**
10

11 Invalidations of any of the provision of this Agreement, or of any paragraph, sentence,
12 clause, phrase, or word herein, or the application thereof in any given circumstance, shall not
13 affect the validity of the remainder of this Agreement.

14
15 **5.6 TIME OF THE ESSENCE**
16

17 Time is of the essence for the performance of each and every provision hereof.
18

19 **5.7 GOVERNING LAW**
20

21 This Agreement shall be construed in accordance with the laws of the State of Colorado.
22

23 **5.8 MULTIPLE COPIES**
24

25 This Agreement may be executed by the Parties in multiple copies, which may be
26 executed separately as to duly authorized signature, each copy of which shall have the same
27 force and effect as an original.

28
29 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date
30 first above written.
31
32

1 Dated this _____ day of _____, 2008

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9 SUMMIT COUNTY GOVERNMENT

10 STATE OF COLORADO

11

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16 _____
Gary Martinez, County Manager

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23 Attest:

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Signature

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32 _____
name/title

1 Dated this _____ day of _____, 2008

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9 TOWN OF FRISCO

10 STATE OF COLORADO

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17 Michael Penny, Town Manager

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22 Attest:

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27 Signature

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31 name/title

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Dated this _____ day of _____, 2008

TOWN OF BRECKENRIDGE
STATE OF COLORADO

Tim Gagen, Town Manager

Attest:

Signature

name/title

1 Dated this _____ day of _____, 2008

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9 TOWN OF DILLON

10 STATE OF COLORADO

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16 _____
Barbara Davis, Town Mayor

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23 Attest:

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Signature

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32 _____
name/title

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TOWN OF SILVERTHORNE
STATE OF COLORADO

Kevin Batchelder, Town Manager

Attest:

Signature

name/title

1 Dated this _____ day of _____, 2008

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9 TOWN OF MONTEZUMA

10 STATE OF COLORADO

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16 _____
Steve Hornback, Town Mayor

17

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23 Attest:

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Signature

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32 _____
name/title

1 Dated this _____ day of _____, 2008

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9 TOWN OF BLUE RIVER

10 STATE OF COLORADO

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16 Lindsay Backus, Town Mayor

17

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23 Attest:

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28 Signature

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32 name/title

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Dated this _____ day of _____, 2008

SUMMIT COUNTY SHERIFF'S OFFICE
STATE OF COLORADO

John Minor, Sheriff

Attest:

Signature

name/title

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Dated this _____ day of _____, 2008

COPPER MOUNTAIN CONSOLIDATED METROPOLITAN DISTRICT

Scott Randolph, Chief

Attest:

Signature

name/title

1 Dated this _____ day of _____, 2008

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9 LAKE DILLON FIRE RESCUE

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David Parmley, Chief

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23 Attest:

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Signature

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name/title

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Dated this _____ day of _____, 2008

LOWER BLUE FIRE PROTECTION DISTRICT

_____, Chief

Attest:

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Dated this _____ day of _____, 2008

RED, WHITE & BLUE FIRE PROTECTION DISTRICT

Gary Green, Chief

Attest:

Signature

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Dated this _____ day of _____, 2008

DUNDEE REALTY USA, LLC dba Arapahoe Basin Ski Area

Alan Henceroth, Chief Operating Officer

Attest:

Signature

name/title

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COPPER MOUNTAIN, INC.

_____, Director of Mountain Operations

Attest:

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name/title

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Dated this _____ day of _____, 2008

KEYSTONE SKI RESORT

_____, Director of Mountain Operations

Attest:

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name/title

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Dated this _____ day of _____, 2008

BRECKENRIDGE SKI RESORT

Rick Sramek, Director of Mountain Operations

Attest:

Signature

name/title

1 Dated this _____ day of _____, 2008

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9 SUMMIT SCHOOL DISTRICT RE-1

10 STATE OF COLORADO

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Dated this _____ day of _____, 2008

ST. ANTHONY, SUMMIT MEDICAL CENTER

name/title

Attest:

Signature

name/title

TO: BRECKENRIDGE TOWN COUNCIL
FROM: BRIAN WALDES, FINANCIAL SERVICES MANAGER
SUBJECT: RED FLAG RESOLUTION AND POLICY
DATE: 10/23/2008
CC: TIM GAGAN, KATE BONIFACE, TIME BERRY

The purpose of this memo is to explain the requirement for the adoption of an identity theft “Red Flag Policy” (the Policy) by the Town of Breckenridge Municipal Water Utility.

The Fair and Accurate Credit Transactions Act of 2003 (the Act) has recently been interpreted to apply to municipalities billing in arrears for utility services. The fact that the Town is in practice extending credit to its water customers triggers the requirement that we comply with the Act. As such, the Clerk & Finance division has drafted a Red Flag Policy that will ensure the Town is in compliance with the Act (attached).

The Policy describes the measures and processes that will be put in place to mitigate the risk of a utility customer opening an account with the Town using a stolen identity. The fact that the risk of such an occurrence is very low does not discharge the Town’s responsibility to comply with the Act. As such, the Clerk & Finance division has drafted the Policy and will train the appropriate personnel to understand both the reasons for its adoption and the methods prescribed therein.

In summary, the Town is responsible for having an appropriate Red Flag Policy in place by November 1, 2008. The Council’s approval of the attached policy and the Clerk & Finance division’s commitment to implementation thereof will satisfy that requirement.

1 **FOR WORKSESSION/ADOPTION – OCT. 28**

2
3 A RESOLUTION

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5 SERIES 2008

6
7 A RESOLUTION ADOPTING A “RED FLAG” POLICY FOR THE TOWN OF
8 BRECKENRIDGE MUNICIPAL WATER UTILITY
9

10 WHEREAS, the federal Fair and Accurate Credit Transaction Act of 2003 requires local
11 government utilities to adopt a policy by November 1, 2008 providing for the identification,
12 detection, and response to patterns, practices, or specific activities, known as “red flags”, that
13 could indicate identity theft.
14

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

18 Section 1. The document entitled “Red Flag Policy and Identity Theft Prevention
19 Program”, a copy of which is marked Exhibit “A”, attached hereto and incorporated herein by
20 reference, is adopted as the Town of Breckenridge’s Identity Theft Prevention Program as
21 required by Part 681 of Title 16 of the Code of Federal Regulations implementing Sections 114
22 and 315 of the Fair and Accurate Credit Transactions Act of 2003.
23

24 Section 2. This resolution shall become effective upon its adoption.
25

26 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2008.
27

28 TOWN OF BRECKENRIDGE
29

30 ATTEST:
31

32 By _____
33 John G. Warner, Mayor
34

35 _____
36 Mary Jean Loufek,
37 CMC, Town Clerk

38 APPROVED IN FORM
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42 _____
43 Town Attorney Date

Red Flag Policy and Identity Theft Prevention Program

Purpose

To establish an Identity Theft Prevention Program (Program) designed to detect, prevent and mitigate identity theft in connection with the opening of a covered account or an existing covered account and to provide for continued administration of the Program in compliance with Part 681 of Title 16 of the Code of Federal Regulations implementing Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003.

Definitions

1. **Covered Account** means:
 - a. An account that a financial institution or creditor offers or maintains, primarily for personal, family, or household purposes, that involves or is designed to permit multiple payments or transactions, such as a credit card account, mortgage loan, automobile loan, margin account, cell phone account, utility account, checking account, or savings account; and
 - b. Any other account that the financial institution or creditor offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation, or litigation risks.
2. **Credit** means the right granted by a creditor to a debtor to defer payment of debt or to incur debts and defer its payment or to purchase property or services and defer payment therefore.
3. **Creditor** means any person who regularly extends, renews, or continues credit; any person who regularly arranges for the extension, renewal, or continuation of credit; or any assignee of an original creditor who participates in the decision to extend, renew, or continue credit and includes utility companies and telecommunications companies.
4. **Customer** means a person that has a covered account with a creditor.
5. **Identity theft** means a fraud committed or attempted using identifying information of another person without authority.
6. **Notice of address discrepancy** means a notice sent to a user by a consumer reporting agency pursuant to 15 U.S.C. § 1681(c)(h)(1), that informs the user of a substantial difference between the address for the consumer that the user provided

to request the consumer report and the address(es) in the agency's file for the consumer.

7. **Person** means a natural person, a corporation, government or governmental subdivision or agency, trust, estate, partnership, cooperative, or association.
8. **Personal Identifying Information** means a person's credit card account information, debit card information, bank account information and drivers' license information and for a natural person includes their social security number, mother's birth name, and date of birth.
9. **Red flag** means a pattern, practice, or specific activity that indicates the possible existence of identity theft.
10. **Service provider** means a person that provides a service directly to the Town.
11. **Town** means the Town of Breckenridge.

Findings

1. The Town is a creditor pursuant to 16 CFR § 681.2 due to its provision or maintenance of covered accounts for which payment is made in arrears.
2. Covered accounts offered to customers for the provision of Town services include utility accounts.
3. The process of opening a new covered account and making payments on such accounts have been identified as potential processes in which identity theft could occur.
4. The Town limits access to personal identifying information to those employees responsible for or otherwise involved in opening covered accounts or accepting payment for use of covered accounts.
5. The Town determines that there is a low risk of identity theft occurring in the following ways:
 - a. Use by an applicant of another person's personal identifying information to establish a new covered account; and
 - b. Use of another person's bank account or other method of payment by a customer to pay such customer's covered account or accounts.

Process of Establishing a Covered Account

As a precondition to opening a covered account with the Town, each applicant shall provide the Town with the following:

In the case of a property owner opening a covered account:

1. The applicant shall provide a deed reflecting their true and proper ownership of the property to be serviced by the covered account.
2. The applicant shall provide appropriate government issued identification that verifies they are the same party as named in aforementioned deed. The identifying number of the card shall be recorded on the application for the covered account.
3. In the case of new construction, a certificate of occupancy (CO) shall be presented in addition to the aforementioned deed.

In the case of a renter (non-owner) opening a covered account:

1. Such applicants shall be required to present appropriate government issued identification to verify they are indeed the named individual on the covered account. The identifying number of the card shall be recorded on the application for the covered account.
2. The property owner (i.e. Landlord) shall be contacted by the Town to verify the identity of the party (renter) opening the covered account.
3. Per Section 12-1-12 of the Town code, the property owner (Landlord) is ultimately responsible for all charges to the covered account.

Access to Covered Account Information

1. Access to customer accounts shall be password protected and shall be limited to authorized Town personnel.
2. Any unauthorized access to or other breach of customer accounts is to be reported immediately to the Financial Services Manager and the password changed immediately.
3. Personal identifying information included in customer accounts is considered confidential and any request or demand for such information shall be immediately forwarded to the Financial Services Manager.

Sources and Types of Red Flags

All employees responsible for or involved in the process of opening a covered account or accepting payment for a covered account shall check for red flags as indicators of possible identity theft and such red flags may include:

1. Alerts from consumer reporting agencies, fraud detection agencies or service providers. Examples of alerts include but are not limited to:
 - a. A fraud or active duty alert that is included with a consumer report;
 - b. A notice of credit freeze in response to a request for a consumer report;
 - c. A notice of address discrepancy provided by a consumer reporting agency;
 - d. Indications of a pattern of activity in a consumer report that is inconsistent with the history and usual pattern of activity of an applicant or customer, such as:
 - i. A recent and significant increase in the volume of inquiries;
 - ii. An unusual number of recently established credit relationships;
 - iii. A material change in the use of credit, especially with respect to recently established credit relationships; or
 - iv. An account that was closed for cause or identified for abuse of account privileges by a financial institution or creditor.
2. Suspicious documents. Examples of suspicious documents include:
 - a. Documents provided for identification that appear to be altered or forged;
 - b. Identification on which the photograph or physical description is inconsistent with the appearance of the applicant or customer;
 - c. Identification on which the information is inconsistent with information provided by the applicant or customer;
 - d. Identification on which the information is inconsistent with readily accessible information that is on file with the creditor, such as the application for service; or
 - e. An application that appears to have been altered or forged, or appears to have been destroyed and reassembled.
3. Suspicious personal identification, such as suspicious address change. Examples of suspicious identifying information include:
 - a. Personal identifying information that is inconsistent with external information sources used by the financial institution or creditor. For example:
 - i. The address does not match any address in the consumer report; or
 - ii. The Social Security Number (SSN) has not been issued, or is listed on the Social Security Administration's Death Master File.

- b. Personal identifying information provided by the customer is not consistent with other personal identifying information provided by the customer, such as a lack of correlation between the SSN range and date of birth.
 - c. Personal identifying information or a phone number or address is associated with known fraudulent applications or activities as indicated by internal or third-party sources used by the financial institution or creditor.
 - d. Other information provided, such as fictitious mailing address, mail drop addresses, jail addresses, invalid phone numbers, pager numbers or answering services, is associated with fraudulent activity.
 - e. The SSN provided is the same as that submitted by other applicants or customers.
 - f. The address or telephone number provided is the same as or similar to the account number or telephone number submitted by an unusually large number of applicants or customers.
 - g. The applicant or customer fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.
 - h. Personal identifying information is not consistent with personal identifying information that is on file with the financial institution or creditor.
 - i. The applicant or customer cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.
4. Unusual use of or suspicious activity relating to a covered account. Examples of suspicious activity include:
- a. Shortly following the notice of a change of address for an account, Town receives a request for the addition of authorized users on the account.
 - b. A new revolving credit account is used in a manner commonly associated with known patterns of fraud patterns. For example:
 - i. The customer fails to make the first payment or makes an initial payment but no subsequent payments.
 - c. An account is used in a manner that is not consistent with established patterns of activity on the account. There is, for example:
 - i. Nonpayment when there is no history of late or missed payments; or
 - ii. A material change in purchasing or spending patterns.
 - d. An account that has been inactive for a long period of time is used (taking into consideration the type of account, the expected pattern of usage and other relevant factors).

- e. Mail sent to the customer is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the customer's account.
 - f. The Town is notified that the customer is not receiving paper account statements.
 - g. The Town is notified of unauthorized charges or transactions in connection with a customer's account.
 - h. The Town is notified by a customer, law enforcement or another person that it has opened a fraudulent account for a person engaged in identity theft.
5. Notice from customers, law enforcement, victims or other reliable sources regarding possible identity theft or phishing relating to covered accounts.

Prevention and Mitigation of Identity Theft

1. In the event that any Town employee responsible for or involved in restoring an existing covered account or accepting payment for a covered account becomes aware of red flags indicating possible identity theft with respect to existing covered accounts, such employee shall use his or her discretion to determine whether such red flag or combination of red flags suggests a threat of identity theft. If, in his or her discretion, such employee determines that identity theft or attempted identity theft is likely or probable, such employee shall immediately report such red flags to the Financial Services Manager. If, in his or her discretion, such employee deems that identity theft is unlikely or that reliable information is available to reconcile red flags, the employee shall convey this information to the Financial Services Manager, who may in his or her discretion determine that no further action is necessary. If the Financial Services Manager in his or her discretion determines that further action is necessary, a Town employee shall perform one or more of the following responses, as determined to be appropriate by the Financial Services Manager:
 - a. Contact the customer;
 - b. Make the following changes to the account if, after contacting the customer, it is apparent that someone other than the customer has accessed the customer's covered account:
 - i. change any account numbers, passwords, security codes, or other security devices that permit access to an account; or
 - ii. close the account;
 - c. Cease attempts to collect additional charges from the customer and decline to sell the customer's account to a debt collector in the event that the customer's account has been accessed without authorization and such access has caused additional charges to accrue;

- d. Notify a debt collector within 24 hours of the discovery of likely or probable identity theft relating to a customer account that has been sold to such debt collector in the event that a customer's account has been sold to a debt collector prior to the discovery of the likelihood or probability of identity theft relating to such account;
 - e. Notify law enforcement in the event that someone other than the customer has accessed the customer's account causing additional charges to accrue or accessing personal identifying information; or
 - f. Take other appropriate action to prevent or mitigate identity theft.
2. In the event that any Town employee responsible for or involved in opening a new covered account becomes aware of red flags indicating possible identity theft with respect an application for a new account, such employee shall use his or her discretion to determine whether such red flag or combination of red flags suggests a threat of identity theft. If, in his or her discretion, such employee determines that identity theft or attempted identity theft is likely or probable, such employee shall immediately report such red flags to the Financial Services Manager. If, in his or her discretion, such employee deems that identity theft is unlikely or that reliable information is available to reconcile red flags, the employee shall convey this information to the Financial Services Manager, who may in his or her discretion determine that no further action is necessary. If the Financial Services Manager in his or her discretion determines that further action is necessary, a Town employee shall perform one or more of the following responses, as determined to be appropriate by the Financial Services Manager:
- a. Request additional identifying information from the applicant;
 - b. Deny the application for the new account;
 - c. Notify law enforcement of possible identity theft; or
 - d. Take other appropriate action to prevent or mitigate identity theft.

Updating the Program

The Financial Services Manager shall annually review and, as deemed necessary by the Financial Services Manager, update the Identity Theft Prevention Program along with any relevant red flags in order to reflect changes in risks to customers or to the safety and soundness of the Town and its covered accounts from identity theft. In so doing, the Financial Services Manager shall consider the following factors and exercise its discretion in amending the Program:

1. The Town's experiences with identity theft;
2. Updates in methods of identity theft;
3. Updates in customary methods used to detect, prevent, and mitigate identity theft;
4. Updates in the types of accounts that the Town offers or maintains; and
5. Updates in service provider arrangements.

Program Administration

The Financial Services Manager is responsible for oversight of the Program and for Program implementation. The Town Manager is responsible for reviewing reports prepared by staff regarding compliance with red flag requirements and with recommending material changes to the Program as necessary, in the opinion of the Town Manager, to address changing identity theft risks and to identify new or discontinued types of covered accounts. Any recommended material changes to the Program shall be submitted to the Town Council for consideration .

1. The Financial Services Manager will report to the Town Manager at least annually on compliance with the red flag requirements. The report will address material matters related to the Program and evaluate issues such as:
 - a. The effectiveness of the policies and procedures of Town in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts;
 - b. Service provider arrangements;
 - c. Significant incidents involving identity theft and management's response; and
 - d. Recommendations for material changes to the Program.
2. The Financial Services Manager is responsible for providing training to all employees responsible for or involved in opening a new covered account or accepting payment for a covered account with respect to the implementation and requirements of the Identity Theft Prevention Program. The Financial Services Manager shall exercise his or her discretion in determining the amount and substance of training necessary.

Outside Service Providers

In the event that the Town engages a service provider to perform an activity in connection with one or more covered accounts the Financial Services Manager shall exercise his or her discretion in reviewing such arrangements in order to ensure, to the best of his or her ability, that the service provider's activities are conducted in accordance with policies and procedures, agreed upon by contract, that are designed to detect any red flags that may arise in the performance of the service provider's activities and take appropriate steps to prevent or mitigate identity theft.

Treatment of Address Discrepancies

Pursuant to 16 CFR § 681.1, this establishes a process by which the Town will be able to form a reasonable belief that a consumer report relates to the consumer about whom it

has requested a consumer credit report when the Town has received a notice of address discrepancy. In the event that the Town receives a notice of address discrepancy, the Town employee responsible for verifying consumer addresses for the purpose of providing the municipal service or account sought by the consumer shall perform one or more of the following activities, as determined to be appropriate by such employee:

1. Compare the information in the consumer report with:
 - a. Information the Town obtains and uses to verify a consumer's identity in accordance with the requirements of the Customer Information Program rules implementing 31 U.S.C. § 5318(l);
 - b. Information the Town maintains in its own records, such as applications for service, change of address notices, other customer account records or tax records; or
 - c. Information the Town obtains from third-party sources that are deemed reliable by the relevant Town employee.
2. Verify the information in the consumer report with the consumer.

Furnishing Consumer's Address to Consumer Reporting Agency

1. In the event that the Town reasonably confirms that an address provided by a consumer to the Town is accurate, the Town is required to provide such address to the consumer reporting agency from which the Town received a notice of address discrepancy with respect to such consumer. This information is required to be provided to the consumer reporting agency when:
 - a. The Town is able to form a reasonable belief that the consumer report relates to the consumer about whom the Town requested the report;
 - b. The Town establishes a continuing relation with the consumer; and
 - c. The Town regularly and in the ordinary course of business provides information to the consumer reporting agency from which it received the notice of address discrepancy.
2. Such information shall be provided to the consumer reporting agency as part of the information regularly provided by the Town to such agency for the reporting period in which the Town establishes a relationship with the customer.



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.

October 2008

Tuesday, October 28; 3:00/7:30pm Second Meeting of the Month

Thursday, October 30-31 CAST

November 2008

Tuesday, November 11; 3:00/7:30pm First Meeting of the Month

Wednesday, November 12 Recognition Reception

Tuesday, November 25; 3:00/7:30pm Second Meeting of the Month

December 2008

Friday, December 5 Town Holiday Party

Tuesday, December 9; 3:00/7:30pm First Meeting of the Month

OTHER MEETINGS

2 nd & 4 th Tuesday of the Month; 7:00pm	Planning Commission; Council Chambers
1 st Wednesday of the Month; 4:00pm	Public Art Commission; 3 rd floor Conf Room
2 nd Thursday of the Month; 3:00pm	BEDAC; 3 rd floor Conf Room
2 nd Monday of the Month; 5:30pm	BOSAC; Council Chambers
2 nd & 4 th Tuesday of the Month; 1:30pm	Board of County Commissioners; County
3 rd Thursday of the Month; 7:00pm	Red White and Blue; Main Fire Station
2 nd Thursday of the Month; 5:30pm	Sanitation District;
Last Wednesday of the Month; 8am	Breckenridge Resort Chamber; BRC Offices
4 th Wednesday of the Month; 9am	Summit Combined Housing Authority;
2 nd Wednesday of the Month; 12 pm	Breckenridge Heritage Alliance; Gaymon Cabin

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