



**BRECKENRIDGE TOWN COUNCIL  
WORK SESSION  
Tuesday, July 22, 2008  
3:00 pm**

**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 – 4:00 pm	I. <b><u>GONDOLA LOT MASTER PLAN REVIEW</u></b>	<i>Page 2</i>
4:00 - 4:15 pm	II. <b><u>PLANNING COMMISSION DECISIONS</u></b>	<i>Page 5</i>
4:15 – 5:00 pm	III. <b><u>LEGISLATIVE REVIEW</u></b> *	
	• Harassment Ordinance Updates	<i>Page 71</i>
	• Timberline Lease	<i>Page 75</i>
	• Subdivision Plat Certificate	<i>Page 78</i>
	• CMC Property Conveyance	<i>Page 84</i>
	• Iron Mask & Harold Placer Annexations and Zoning (4 Ordinances)	<i>Page 94</i>
	• Nordic Center Lease	<i>Tentative</i>
	• CMC Elevator Inspection	<i>Page 106</i>
	• CMC Parking	<i>Separate</i>
	• Dam Road Resolution	<i>Separate</i>
5:00 - 5:30 pm	IV. <b><u>MANAGERS REPORT</u></b>	
	• Skateboard Use on Town Streets	<i>Page 12</i>
	• Public Projects Update	<i>Separate</i>
	• Housing/Childcare Update	<i>Verbal</i>
	• Committee Reports	<i>Page 18</i>
	• Financials	<i>Page 21</i>
5:30 – 6:30 pm	V. <b><u>PLANNING MATTERS</u></b>	
	• Locomotive Park Plan	<i>Page 44</i>
	• Home Sizes	<i>Page 47</i>
6:30 - 7:30 pm	VII. <b><u>EXECUTIVE SESSION</u></b>	

*Dinner will be served to Town Council and Town Staff*

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

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

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



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## MEMORANDUM

TO: Town Council  
FROM: Chris Neubecker and Peter Grosshuesch  
DATE: July 16, 2008  
SUBJECT: Gondola Lot Master Plan

The Planning Staff and Vail Resorts Development Company (VRDC), have been working together as the Client Review Team, (CRT) on refining the conceptual plan for the development of the properties surrounding the gondola. As you recall, based on input from the Town Council, from the public open house and the first round of focus group meetings, the CRT has narrowed our recommendations down to one option, which is known as the "Grand Hotel" plan.

### Recent Focus Groups

Subsequent to the above mentioned meetings in May, DTJ Design has made several revisions to the plan. These changes were shown to the Town Council on July 8<sup>th</sup>, and to the Planning Commission on July 15<sup>th</sup>. These plans were also reviewed with several stakeholder focus groups, and in a public open house on July 10<sup>th</sup> where generally favorable reactions to the major plan elements were expressed by all groups. BEDAC also weighed in on a number of issues, and we have attached their report for your review. We look forward to sharing the comments from these meetings with the Town Council during the work session on Tuesday.

### Next Steps

After the work session, with Councils' concurrence, DTJ Design will finalize the vision for the project in a vision document. This will mark the end of the Town's involvement in the visioning process. Following that, the Town and VRDC will endeavor to develop a business plan that identifies public infrastructure and related cost allocations needed to implement the plan; and VRDC will submit a formal Master Plan application for their properties that reflect the consensus plan concepts as illustrated by the vision document.

## Breckenridge Economic Development Advisory Committee

**Date:** July 15, 2008  
**To:** Town Council - Town of Breckenridge  
**From:** Breckenridge Economic Development Advisory Committee (BEDAC)  
**Subject:** Summary of Recommendations – Gondola Lot Development Project

The following represent the recommendations that have been approved at three recent BEDAC meetings. Please note our parking recommendation; this topic was discussed recently and has not yet been conveyed to Council. Three further topics remain to be discussed; our recommendations will be forwarded when available. Committee votes are shown in parentheses (not all members were present at all meetings).

- **Parking:** All, or most, required parking should be located in an underground parking structure as close to Main Street as possible; these facilities could be used year-round and could enable the use the site to its fullest potential. The additional cost of “undergrounding” could, perhaps, be incented through additional density being granted through the TDR program. Such parking would improve project aesthetics and possibly reduce traffic congestion. Additional density could promote more area vibrancy. An underground structure would better support Breckenridge’s focus on “green” projects. Traffic congestion is of major concern with any parking strategy (9-0).
- **Concept:** The “grand hotel” design option is the favored choice (7-0).
- **Hotel Use:** A “real hotel” with “hot beds” is the most beneficial operating mode from the Town’s perspective as opposed to interval ownership; a “condo-style” or “fully owned” hotel would probably satisfy this need most effectively (7-0).
- **Atmosphere:** The project should be designed to encourage social activity and vibrancy in the development area; this objective could be encouraged through a mixture of appropriate businesses and other means (6-1).
- **Bread Crumb Trail:** The project should be designed to support the “bread crumb” trail idea to attract people to Main Street; the appropriately located presence of retail establishments in the design could support this objective (6-1).
- **Conference Center:** Conference facilities, in the project area or elsewhere in Town, should be re-evaluated to promote off-season visitorship (8-1).
- **People Mover:** A cabriolet-style people mover is not a preferred method of moving people to Main Street. Emphasis should be placed on this important design issue to insure easy and convenient access to Main Street (7-0).
- **Train:** The currently designed location for the train may not be optimal; further evaluation should occur as the design concept matures (7-0).
- **River Front:** Other communities that have developed successful river front retail areas should be evaluated in the development of similar areas here (9-0).

The following three topics will be discussed in the near future: hotel “branding”, affordable housing, and a transit development site.

Fred Kinat and Diane Jaynes  
303B North Main Street  
PO Box 2454  
Breckenridge, Colorado 80424  
July 14, 2008

Town of Breckenridge  
Mayor and Town Council Members  
150 Ski Hill Road  
PO Box 168  
Breckenridge, Colorado 80424

RE: Gondola Lots Development

Dear Mayor and Town Council Members,

As adjacent property owners, we have a significant interest in the development of the Gondola lots. We have attended two meetings regarding the conceptual plans and realize it is a big picture. Our concerns relate to the relocation of the Blue River and Bike Path which, may seem minor to some, but will devastate our home setting. Although Vail Resorts has not submitted a development application, Town Council and the Planning Department have provided direction and input, therefore we feel it is an appropriate time to comment on the plan at this stage.

Our property, Snider Lot 2, extends mid channel of the Blue River. The River was the main reason we purchased our property in 1984. Over the past 20 years, we developed the property with the utmost care. If the Bike Path is relocated directly adjacent to our property, our garden and peaceful setting will be invaded. The issues that come to mind are: security, noise, trash and trespassing, just to mention a few. How can Vail Resorts be allowed to take sole advantage of the River when it exists on our private property?

Please let us know when our concerns will be addressed so that we can be part of the discussion. Our hope is that such dialogue will occur before an application is made.

Thanking you in advance for your time.

Yours truly,

  
Fred Kinat and Diane Jaynes

cc: Tim Gagen, Town Manager  
Peter Groesuch, Planning Director

**MEMORANDUM**

**To:** Town Council

**From:** Peter Grosshuesch

**Date:** July 16, 2008

**Re:** Town Council Consent Calendar from the Planning Commission Decisions of the July 15, 2008, meeting.

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***DECISIONS FROM THE PLANNING COMMISSION AGENDA OF July 15, 2008***

**CLASS C APPLICATIONS:**

1. Daum Addition (MGT) PC#2008081; 688 White Cloud Drive  
Construct an addition to a single-family residence to create a total of 4 bedrooms, 4 bathrooms, 2,664 sq. ft. of density and 3,053 sq. ft. of mass for a F.A.R. of 1:3.70. Approved.
2. Perks Residence (CK) PC#2008077; 77 Stillson Placer Terrace  
Construct a new single-family residence with 5 bedrooms, 6.5 bathrooms, 5,291 sq. ft. of density and 5,995 sq. ft. of mass for a F.A.R. of 1:3.90. Approved.

**CLASS B APPLICATIONS:**

1. Peak 8 Pump House (MGT) PC#2008082; 1599 Ski Hill Road  
Construct a 630 sq. ft. pump house for snowmaking valves and activities office. Approved.

**CLASS A APPLICATIONS:**

1. Wellington Neighborhood 2, Filing No. 4 Development (MM) PC#2008079; Reiling Road  
Develop Lots 1-19, Block 9 in the Wellington Neighborhood into 24 units (14 single family units and 5 duplexes). Approved.
2. Wellington Neighborhood 2, Filing No. 4 Subdivision (MM) PC#2008080; Reiling Road  
Resubdivide a portion of Lot 3, Block 6, of the Wellington Neighborhood (this will be the third filing for Phase II) in connection with the recently approved Wellington Neighborhood Phase II Master Plan. This resubdivision will create lots for 24 units. 14 units are on single-family lots and 10 units are part of 5 duplex lots. Approved.
3. Blue Front Bakery Restoration, Local Landmarking and Redevelopment (MM) PC#2007140; 114 Lincoln Avenue  
Completely restore the historic Blue Front Bakery, locally landmark the structure and develop the remaining available mixed-use density at the eastern portion of the site. Commercial/Retail uses are proposed on the main level (near the sidewalk) and two apartments on the upper level. Approved.

***PLANNING COMMISSION MEETING***

***WORKSESSION:***

1. Comprehensive Energy Policy (JP). (Dave Pringle was absent.)

Ms. Puester presented a memo on the existing energy conservation policy and additional energy conservation incentives. The existing energy conservation policy contemplates renewable energy sources and sustainable building design and placement in very general terms. This Policy has recently begun to be applied in cases of solar panel installation (33R (A)). Yet, this policy has rarely been utilized for points related to energy conservation or placement and design of structures (33R (B)). Staff is proposing to modify this policy to include more detail to create additional opportunities for positive points as an incentive for energy conservation design and/or renewable energy sources to be utilized and provide clearer direction to Staff and applicants.

Staff would like to get Commissioner input on whether the site and building design language should be further detailed to allow for positive points and if so, if there are any particular topics that should be included. Staff will then proceed forward, based on Commissioner comments with additional research on specific topics and/or modifications to the language.

Although solar and wind energy fall under the existing Policy 33R (B) renewable energy section, additional detail could be added as to more specific point assessments for different uses or energy allotments, either positive or negative. The Council passed the solar energy policy on June 10, 2008. A policy on wind energy has not yet been drafted and Staff would like direction from the Commission as to if this should be added to the Top Five list, based on past comments from the Commission. In addition to what was mentioned in the memo, positive points could be included for adaptive reuse of existing buildings, percentage of reused building material, and potentially waiving fees for renewable energy sources to further encourage applicants. Prior to moving forward, Staff would need to coordinate with the building department to ensure there is no overlap with the Sustainable Building Code and gather additional data on items discussed during this worksession.

In summary, Staff would like the Planning Commission to weigh in on the following questions:

1. Staff would like to get Commissioner input on whether site and building design should be further detailed and, if so, if there are any particular topics that should be included.
2. Should there be negative points assigned for designs which use excessive energy? If so, are there specific items that the Commission would like to see included?
3. Should additional sources of renewable energy be stated in the policy? If so, what specific items that the Commission would like to see included?
4. Should a wind energy policy be added to the Top Five list?

***Commissioner Questions/Comments:***

Mr. Allen: Maybe a variety of options for positive points should be available to applicants. The applicant would have to select a few from the list in order to get positive points as not all options would be weighted the same. Suggested data be collected on outdoor fireplaces and water feature pumps regarding how much energy they consume before adding them to the list for negative points. Commercial snowmelt systems and residential snowmelt systems should be looked at differently if the commercial snowmelt is in a high traffic area but generally agreed that snowmelt should receive negative points. Believed that wind energy should be considered for the top five list.

Ms. Girvin: Sometimes commercial properties burn their outdoor fire pits with no customers taking advantage of them, saw this as a waste on energy. (Ms. Puester stated that staff could research the amount of energy used for items such as outdoor fireplaces, snow storage, water pumps, etc. to see if they consume enough energy to warrant negative points or if it is not a significant amount.) Bigger homes have less snow storage because they fill their entire building envelope and thus require heated driveways; which is inappropriate and should receive negative points.

Mr. Lamb: People have different opinions on what a solar house looks like (referring to Fishman discussion from last meeting). Different items should carry different points, depending on their impact (i.e. more for solar than lighting on motion sensors).

Mr. Schroder: Quantifiable things should be used to benchmark points such as reuse, materials, higher rated installation, solar according to the kilowatt hours etc. (Staff recommended a certain percentage of the building's energy be provided by the renewable source.) Suggested staff research breaking points to

determine what things make sense to be on the list and those that don't. Suggested further research on wind before a decision is made to add to the Top 5, heard that it is not feasible up here.

Mr. Khavari: Referenced Fishman application and the positive points they received. Bothered that a row of windows on the south could get positive three points. Pointed out majority of views are on west side of homes in Breckenridge thus more windows on the west are evident. Did not like the language of the existing policy, section B, "Structures shall..."; we should be assigning negative points to most projects under this and have not been. This should be rewarded to reflect the natural view corridors, orientation of the lot and so on. Point assignment needs to be modified to address this fact. Keep in mind longer driveways require heating and language needs to accommodate properties that the town mandates them to heat, they should not be dinged for a requirement.

Mr. Mamula: Orientation of driveway might be considered to take advantage of natural solar heat for positive points. Geothermal energy takes a lot of energy to run the pumps at this elevation. Should look at how much energy is being used to provide geothermal. Perhaps outdoor fire pits of a large size should get negative points but not one that is of typical size. Snowmelt systems have setting for moisture content when they kick on. Find out how much energy is used for heat melting verses man maintained. True energy yields will not be known until the end therefore easier options exist. Consider that this energy policy is applicable to commercial properties too.

Mr. Bertaux: No additional comments.

***THE MEETING WAS CALLED TO ORDER AT 7:06 P.M.***

***ROLL CALL***

Michael Bertaux	Rodney Allen	Dan Schroder
Mike Khavari	Leigh Girvin	Jim Lamb

Dave Pringle arrived at 7:07 PM  
Eric Mamula attended for the first worksession and listened to the Consent Calendar.

***APPROVAL OF MINUTES***

With no changes, the minutes of the July 1, 2008 Planning Commission meetings were approved unanimously (7-0).

***APPROVAL OF AGENDA***

Mr. Mosher noted that, under "Other Matters", Staff was to discuss the planned Planning Commission and Town Council Field Trip dates. With no further changes, the Agenda for the July 15, 2008 Planning Commission meeting was approved unanimously (7-0).

***CONSENT CALENDAR:***

1. Daum Addition (MGT) PC#2008081; 688 White Cloud Drive
2. Perks Residence (CK) PC#2008077; 777 Stillson Placer Terrace

Regarding the Perks Residence, Ms. Girvin pointed out that two outside gas fireplaces were proposed.

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

***WORKSESSION:***

1. Gondola Lots Master Plan (CN)

Mr. Bill Campi, DTJ Design, presented. The Planning Staff and Vail Resorts Development Company have been working together on refining the concept plan for the development of the properties surrounding the gondola. Based on input for the Town Council and from the public open houses, the Client Review Team has narrowed the recommendations down to one option, which is called the "Grand Hotel" plan.

Over the past few weeks, DTJ Design has made several revisions to the plan. These changes include moving the hotel closer to the gondola, adjacent to Watson Avenue, and moving one of the parking structures closer to Town Hall. The south parking structure would be wrapped on the north side with hotel rooms. The project still includes some commercial uses across from the hotel (to the east), a locomotive park, a skier services and transit building to the south and west of the gondola, and a parking structure north of the gondola. In addition to the new concept for

the site plan, DTJ Design has also begun conceptual work on the gondola plaza and river improvements, as well as architectural concepts.

The Commission was shown the newest conceptual sketches of the plan, and asked to briefly comment on the direction of the plan.

*Commissioner Questions/Comments:*

Mr. Bertaux: Abstained as an employee of Vail Resorts

Mr. Allen: Bus station activity should be mitigated to reduce possible conflicts between vehicles and pedestrians.

Mr. Pringle: Expressed concerns about the introduction of the historic train to the development. We should be careful that it is handled well and is not too much like Disneyland. It was not historically located here, must be done well. Has the option of having First Bank, Town Hall and the Breckenridge Professional Building participate by incorporating their uses into the development been explored? This could be a missed opportunity. (Mr. Campi: Yes, this was reviewed at an early stage and abandoned as their incorporation would have been quite complex.) (Mr. Grosshuesch: The design concept works on its own and needed to be expressed this way. Having the existing uses and multiple owners coordinate would have complicated things.) Perhaps Staff can re-visit the ski-back and connection to the north parking area by providing access through the wetlands again.

**COMBINED HEARINGS:**

1. Wellington Neighborhood 2, Filing No. 4 Development (MM) PC#2008079; Reiling Road

2. Wellington Neighborhood 2, Filing No. 4 Subdivision (MM) PC#2008080; Reiling Road

Mr. Mosher presented the two applications concurrently. The development plan was to construct 24 units on 19 lots. 14 units would be on single-family lots and 10 units would be part of 5 duplex lots. Six of the single-family units were slated as “possible” market-rate units and the remaining lots would be deed-restricted. The Planning Commission has reviewed and approved all of the proposed housing models with previous applications. The models for this block are: Buckthorn, Oak, Winter Rose, Juniper, Hawthorne, Cottonwood, Copper Rose, Ponderosa and the Mountain Ash. Color renderings were available for Commissioner review. Standard garages or garages with bonus rooms would be approved with each attainable property and standard garages, garages with bonus rooms, or garages with Carriage Houses would be approved with each market rate property. The garages/units designs will follow those reviewed with previous applications and will be re-reviewed at time of submittal of the individual building permits.

The subdivision application was to resubdivide a portion of Lot 3, Block 6, of the Wellington Neighborhood (this would be the fourth filing for Phase II) in connection with the recently approved Wellington Neighborhood Phase II Master Plan. This resubdivision will create lots for 24 units. 14 units would be on single-family lots and 10 units would be part of 5 duplex lots.

*Commissioner Questions/Comments:*

Mr. Bertaux: Final Comments: Completes the project so he was all for it.

Mr. Allen: Final Comments: Fine with proposal.

Mr. Pringle: Agreed with Mr. Bertaux.

Final Comments: Consistent with the development that has occurred thus far.

Ms. Girvin: Disappointed in the proximity of existing homes to French Gulch Road and curious if newly built houses will be close to the road also. French Gulch Road needs a pathway, sidewalk, or some other pedestrian walkway as people are walking dogs and children on the shoulder. Presents a danger. (Mr. Grosshuesch pointed out that Town Council will be considering a sidewalk master plan soon. The planned connections are through the center of the neighborhood, not along French Gulch Road.) Vista Point has a large setback to accommodate such pedestrian traffic; but Wellington, which is nearby, does not. Hopes no one gets killed on this blind curve.

Final Comments: Fine with proposal

Mr. Lamb: Final Comments: Walkway / bike path should be considered sooner than later in the middle of the project.

Mr. Schroder: Agreed with Ms. Girvin on the need for pedestrian pathway to facilitate pedestrian traffic.

Final Comments: Fine with proposal.

Mr. Khavari: Final Comments: Agreed with all that was said.



Mr. Pringle made a motion to approve the Point Analysis for Wellington Neighborhood 2, Filing No. 4 Development, PC#2008079, Reiling Road. Mr. Lamb seconded, and the motion was approved unanimously (7-0).

Mr. Pringle made a motion to approve the Wellington Neighborhood 2, Filing No. 4 Development, PC#2008079, Reiling Road, with the presented findings and conditions. Mr. Bertaux seconded, and the motion was approved unanimously (7-0).

Mr. Bertaux made a motion to approve the Wellington Neighborhood 2, Filing No. 4 Subdivision, PC#2008080; Reiling Road, with the presented findings and conditions. Mr. Pringle seconded, and the motion was approved unanimously (7-0).

3. Peak 8 Pump House (MGT) PC#2008082; 1599 Ski Hill Road

Mr. Thompson presented an application for the relocation and construction of a new snowmaking valve house and guest services facility. Both structures currently exist but due to construction of One Ski Hill Place they need to be relocated. Current facilities will be demolished and integrated into one structure. The location of the new valve house will be right where the Chair 5 loads. Chair 5 will be moved 60' up the hill to make room for the new valve house and guest services facility.

*Commissioner Questions/Comments:*

Mr. Bertaux: Stepped down due to conflict of interest as an employee of Vail Resorts.

Mr. Allen: I'm fine with this application.

Mr. Pringle: Is this a permanent or interim solution? (Staff pointed out it was a permanent building.)

Final Comments: Will building 801 be compatible with this structure? (Applicant Jeff Zimmerman pointed out some elements from building 801 will be incorporated into these structures and therefore all buildings should be compatible. Mr. Zimmerman further pointed out these buildings will serve separate purposes and function differently.) Pointed out different functions will take place in the summer and winter and wanted to ensure the town won't some day look back and say why didn't we do this differently.

Ms. Girvin: OK

Mr. Lamb: Fine.

Mr. Khavari: OK with this project.

Mr. Lamb made a motion to approve the Peak 8 Pump House, PC#2008082, 1599 Ski Hill Road, with the presented findings and conditions. Mr. Allen seconded, and the motion was approved unanimously (6-0) with Mr. Bertaux abstaining.

***FINAL HEARINGS:***

1. Blue Front Bakery, Restoration, Local Landmarking and Redevelopment (MM) PC#2007140; 114 Lincoln Avenue

Mr. Mosher presented a proposal to completely restore the historic Blue Front Bakery, locally landmark the structure and develop the remaining available mixed-use density at the eastern portion of the site. Commercial/Retail uses are proposed on the main level (near the sidewalk) and two apartments on the upper level. The proposal was last reviewed by the Commission at the May 20, 2008, meeting.

**Changes Since the Last Meeting**

1. The new building roof was raised 6 inches.
2. The plans have been modified and now show a density overage. A Condition of Approval has been added that the final drawings will remove this small overage.
3. Landscaping and hardscape along the west property edge has been enhanced with added light standards.
4. The applicant is entering into an agreement with the Town for the parking spaces on the property that is part of the Exchange Parking Lot.
5. The upper story windows follow the design criteria suggested in the Handbook of Design Standards.
6. The exterior elevations are detailed and enhanced.
7. Landmarking criteria is identified.

With this submittal Staff believed that the key issues have been well addressed. Since part of this application is a new building in the District, Staff believes some design standards can be relaxed. Staff had two questions for the Commission:

1. Did the Commission have any concerns with the use, location or quantity of the slate on the new building?
2. Did the Commission support awarding positive six (+6) points for the snow melted formal mid-block connection with lighting, separate patio/garden areas and separate covered patio area for deliveries?

Staff welcomed any additional questions or comments and requested three motions associated with the approval of this project.

1. Recommend to the Town Council that they adopt an ordinance to Landmark the historic structure based on proposed restoration efforts and the fulfillment of criteria for architectural significance as stated in Section 9-11-4 of the Landmarking Ordinance.
2. Recommend the Commission endorse the attached Point Analysis for the Blue Front Bakery Restoration, Landmarking and Redevelopment, PC#2007140, reflecting a passing score of positive two (+2) points.
3. Lastly, recommend approval of the Blue Front Bakery Restoration, Landmarking and Redevelopment, PC#2007140, along with the attached Findings and Conditions.

Mr. Mosher noted that the condition regarding the future parking structure connection to the development was not included in the packet.

Condition Number 9 reads:

Prior to Issuance of Building Permit

Applicant shall enter into an agreement, in a form acceptable with the Town Attorney, with the Town regarding the encroachment of the Courthouse Parking Lot onto the property.

Architect Janet Sutterley: wanted to replicate the signage in a faded form (similar to Fatty's) of the original based on the historic photograph of the bakery. There is no guarantee a bakery will go in there when restoration is completed but would like the sign none the less. Brought Commission's attention to the Struve Building on Main Street where cut stone has been used in the historic district. Noted that no cut stone will be used on the second floor

*Commissioner Questions/Comments:*

Mr. Bertaux: Would like to study re-wording the new Condition #9 to have more strength.

Final Comments: Landmarking the building is desirable to the Town. Windows and stone are fine. Snow melt on north side is fine. Suggested bakery sign having the original date of bakery beneath it. Supported project and points.

Mr. Allen: Brought to the attention of Commission that as the Towne Square Mall HOA President he recently chatted with the Applicant about sharing the Towne Square Mall dumpster but had no conversation regarding the application. (The Commission was fine with this disclosure and had no concerns about Mr. Allen participating with this hearing.) If agreement for trash is not made what will happen? (Staff pointed out the application would come back to the Commission for a modification.)

Final Comments: Yes to all Mr. Mosher's questions, great project. Fine with proposal.

Mr. Pringle: How much taller can the building go without getting further negative points. (Mr. Mosher: About 6 inches, no more than 24 feet total.) Not opposed to having this building getting slightly taller since this lot abuts the Courthouse, which is considerably taller. If you are taking negative points, maximize your opportunity to go higher. Strengthen condition #9. The pending parking agreement will address the parking structure and thus said agreement will address what is discussed in condition #9. Will restrooms be open to the public? (Architect stated no they will be assessed via a key.)

Final Comments: Fabulous project that will be a signature building in the town.

Ms. Girvin: Asked architect why she didn't design something like the photo Commission had in their packets. What is the ending site grade of the parking structure? (Staff pointed out it will be similar to the Exchange Lot parking structure across the street to the south.)

Final Comments: All sides look great no problem with slate. Landmarking is fine.

Mr. Lamb: Final Comments: Snow melt is public safety and therefore he's ok with it. Height is fine as well as slate. Great looking building

Mr. Schroder: Final Comments: Fantastic project.

Mr. Khavari: Final Comments: Pointed out applicant can raise structure as far as possible without losing additional points no more than 24 feet without coming back to Commission. Thank you for addressing Commission's concerns throughout the application process

Mr. Pringle made a motion to recommend to the Town Council that they adopt an ordinance to Landmark the historic structure at the Blue Front Bakery at 114 Lincoln Avenue based on proposed restoration efforts and the fulfillment of criteria for architectural significance as stated in Section 9-11-4 of the Landmarking Ordinance. Mr. Bertaux seconded, and the motion was approved unanimously (7-0).

Mr. Pringle made a motion to approve the positive point analysis with a passing score of positive twelve (+12) points. Mr. Bertaux seconded, and the motion was approved unanimously (7-0).

Mr. Pringle made a motion to approve the Blue Front Bakery, Restoration, Local Landmarking and Redevelopment, PC#2007140, 114 Lincoln Avenue, with the presented findings and conditions and with the stipulation that the Applicant shall enter a parking agreement acceptable to the town attorney for the parking adjacent to the court house. Mr. Bertaux seconded, and the motion was approved unanimously (7-0).

***OTHER MATTERS:***

Mr. Kulick had requested the Planning Commission look at their calendars to try to coordinate the Planning Commission Field Trip for sometime later in the fall. The potential destination is Whistler, BC.

*Commissioner Questions/Comments:*

Mr. Bertaux: Will be working for the county at that time and will not be able to make it. Further stated he would not be able to take three days off at any time to attend.

Mr. Allen: Stated that October 8<sup>th</sup>, 9<sup>th</sup> & 10 worked for him.

Mr. Pringle: Stated that October 8<sup>th</sup>, 9<sup>th</sup> & 10 worked for him.

Ms. Girvin: Would there be a Planning Commission meeting on the 7<sup>th</sup>? (Staff stated there would be a meeting unless no applications were received for that date.) Stated that October 8<sup>th</sup>, 9<sup>th</sup> & 10 worked for her.

Mr. Lamb: Stated that October 8<sup>th</sup>, 9<sup>th</sup> & 10 worked for him.

Mr. Schroder: Stated that October 8<sup>th</sup>, 9<sup>th</sup> & 10 worked for him.

Mr. Khavari: Suggested a November trip since terms end in October.

It was agreed upon to schedule the Planning Commission field trip for October 8<sup>th</sup>, 9<sup>th</sup> & 10<sup>th</sup>.

*County P&Z Matters:*

Mr. Allen: Brought attention to Summit County's proposal to issue TDR's for homes between 3,000 and 6,000 square feet in addition to requiring a fee to houses in excess of 6,000 square feet to be used for affordable housing. Issue will come before the county planning commission on August 8th.

Ms Girvin: Felt that if one can build a 10,000 square foot home, they can pay a fee to mitigate it.

***ADJOURNMENT:***

The meeting was adjourned at 9:45p.m.

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Mike Khavari, Chair



## MEMORANDUM

**To:** Mayor and Town Council  
**From:** Rick Holman, Chief of Police  
**Date:** July 22, 2008  
**Subject:** Considerations for Permitting Skateboarding in Defined Areas of Town

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### Background

During the Town Council meeting on June 24, 2008 several citizens were present to voice their desires for skateboarding to be allowed on certain streets in the Town limits. Those present stated that they understood skateboarding would not be practical on Main Street or Highway 9. However, they asked the Council to consider creating an ordinance that would allow skateboarding on side streets. This group also stated that they would be willing to follow the rules of the road that are required for bicyclists and motor vehicles. The primary argument presented was that skateboarding is the main form of transportation utilized by this group. Thus, their desire for this change was founded on transportation needs and not solely for recreational purposes.

The Town Council requested that staff research both the Town's ability to enact law contrary to State Statutes and also the practicality of the group's proposals

### Findings

According to Tim Berry, the Town - as a Home Rule community - has the ability to create law that would allow acts otherwise prohibited by existing state law. In this case, the Town has adopted the State's Model Traffic Code which states the following:

*(9) No person shall use the highways for traveling on skis, toboggans, coasting sleds, skates, in-line skates, skateboards, or similar devices. It is unlawful for any person to use any roadway within the Town as a sled or ski course for the purpose of coasting on sleds, skis, or similar devices. It is also unlawful for any person upon roller skates, in-line skates, skateboards or riding in or by means of any coaster, toy vehicle, or similar device to go upon any roadway within the Town except while crossing a highway in a crosswalk, and when so crossing such person shall be granted all of the rights and shall be subject to all of the duties applicable to pedestrians. This subsection (9) does not apply to: (i) any public way which is set aside by proper authority as a play street and which is adequately roped off or otherwise marked for such purpose, or (ii) the riding of in-line skates or skateboards on sidewalks.*

If the Town Council chooses to allow skateboarding on certain streets in the Town, there are two options to consider:

1) Under existing law, the activities described above in the ordinance can be allowed if that "...public way is set aside by proper authority as a play street and which is adequately

roped off or otherwise marked for such purpose.” This does not seem to be a practical solution for us to consider, as the desire is to allow skateboarding on several streets in the Town. It would be difficult and thus not practical to designate all those streets as “play streets”.

2) The second option is to create a new ordinance in the Town that allows skateboards, and other similar devices we identify on designated roadways. We would need to be very specific in such an ordinance, as there are so many similar devices that could arguably be acceptable on roadways.

As part of my research, I contacted similar resort communities to learn how they may have addressed this topic. I received information from Steamboat Springs who advised me that they created an ordinance in their City a few years ago permitting skateboarding on certain streets. Along with this ordinance, they created rules associated with that use (see attachment A for a copy of Steamboat’s ordinance).

I also learned that Jackson, Wyoming has an ordinance addressing “Scooters and Skateboards”. The State of Wyoming does not have a state law prohibiting this use, as does Colorado. Jackson created an ordinance that would define and govern those uses in their city (see attachment B for a copy of Jackson’s ordinance). In both cases, these cities did not define the area or roadways wherein skateboarding was allowed. Rather, they defined the boundaries where skateboarding was prohibited.

In addition, I brought this issue to the Police Advisory Committee, to obtain their feedback. After some discussion, there appeared to be mixed feelings as to whether skateboarding should or should not be permitted on roadways.

In summary, the Town of Breckenridge does have legal authority to create an ordinance that would allow skateboarding in certain parts of the community. This would be best accomplished by defining in the ordinance the specific streets and locations wherein skateboarding is prohibited. Prior to making this important decision, there are other facts and considerations that I feel are necessary to communicate to the Council in this next section.

### **Facts To Be Considered**

- Breckenridge experiences millions of visitors throughout the year. Our roads are becoming increasingly congested with vehicular traffic. As more visitors become familiar with the Town, drivers themselves are utilizing our side streets as alternative routes.
- State law recognizes bicycles as a vehicle, which is why they are allowed on public roadways. Bicycles are equipped with brakes, while skateboards are not. We recently had an accident where a skateboarder lost control at an intersection. The skateboarder jumped from the board to avoid a collision with a car and the board continued forward, striking the car and causing a large dent in the side.
- There are significant grades on many of our side streets. As such, it is unrealistic to believe that a skateboarder is going to stop at stop signs, while traversing downhill on a street such as Wellington.

- If a new ordinance prohibits skateboards on designated streets like Main Street, we would be required to put up signage on each block for each direction stating “Skateboarding is Prohibited”. There will then need to be some consistent signage and reliable “mechanism” that reasonably communicates to users where skateboarding is not permitted.
- If we allow skateboarding on certain streets, would we allow roller skates, in-line skates, stand-up scooters (razors), and ski skates? We have the ability to be selective regarding the use of devices on streets.
- How would we deal with skateboarding on the streets during the hours of dusk to dawn, when visibility is limited? See the attached Steamboat Springs ordinance for an example of how they dealt with dusk to dawn.
- Most of our side streets are not that wide. Some motor vehicle drivers have told me that they become nervous when driving a car and they come alongside a skateboarder on the roadway. Skateboarders generally tend to weave in the roadway much more than a bicyclist.

## **Summary**

The police department does not support allowing skateboarding on side streets in the Town. I have given this much thought over the past few weeks and I have made an effort to be open minded, based on the needs and desires of the skateboarding community. For me, the safety concerns for both the skateboarder and the motorists on the road outweigh the transportation benefits achieved by a select few. The Town spends over 1.6 million dollars a year to have a free transit system that helps address transportation issues for the community. In addition, skateboarding is allowed on sidewalks in the Town. We certainly don't want to encourage skateboarding on the sidewalks in the core of Town, but in many of the side areas where we might allow it on the roadway, we have sidewalks that are not heavily used by pedestrians.

## **Questions for the Council**

1. Do you wish to have staff create an ordinance that would prohibit skateboarding on specified streets in Town and therefore allow it on the other streets not described?
2. If the answer is yes, which streets would you want to see skateboarding prohibited on? I would suggest:
  - Main Street
  - Highway 9/Park Avenue
  - Boreas Pass Road
  - Ski Hill Road
  - Airport Road
3. If we create this ordinance, I suggest we include language that requires skateboarders to follow the rules of road applicable to vehicles. Is this agreeable to the council?

## ATTACHMENT A Steamboat Springs Ordinance

**Sec. 10-103.** Use of skateboards, bicycles, roller skates and ski skates on sidewalks and roads.

(a) No person shall operate a skateboard, bicycle, roller skates, in-line skates, toy vehicles, kamikazi boards, go-peds, stand-up scooters or ski skates on the sidewalks of the city within the following area of the city: an area lying within and bounded on the north and south by Oak Street and Yampa Avenue and on the east and west by Third Street and Thirteenth Street, all within the original town of Steamboat Springs.

Within this area, it is not unlawful to be in possession of or carry a skateboard, bicycle, roller skates, in-line skates, toy vehicles, kamikazi boards, go-peds, stand-up scooters or ski skates or to walk a bicycle. No person shall ride a skateboard, roller skates, in-line skates, toy vehicles, kamikazi boards, go-peds, stand-up scooters or ski skates (excluding bicycles) on any portion of Lincoln Avenue/US Highway 40 or Elk River Road. No person shall ride a toy vehicle, kamikazi board, go-ped, or stand-up scooter on any public roadway within the city.

(b) Any person who operates a skateboard, bicycle, roller skates, in-line skates, or ski skates on or upon any permitted sidewalk or any portion of any permitted public roadway within the city, shall operate the same in compliance with all provisions of the Model Traffic Code, as amended, currently adopted by the city as applicable to bicycles, including but not limited to Section 1412 of the Model Traffic Code.

(c) Any person who operates a skateboard, roller skates, in-line skates, or ski skates on or upon any permitted sidewalk or any portion of any permitted public roadway within the city between the hours of dusk and dawn shall equip either the device(s) or the person of said individual with the following reflective devices: a lamp on the front emitting a white light visible from a distance of at least five hundred (500) feet to the front; a red reflector of a type approved by the department of revenue, which shall be visible for six hundred (600) feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle; and, reflective material of sufficient size and reflectivity to be visible from both sides for six hundred (600) feet when directly in front of lawful lower beams of head lamps on a motor vehicle or, in lieu of such reflective material, with a lighted lamp visible from both sides from a distance of at least five hundred (500) feet. The foregoing apparatus or the operator thereof may be equipped with lights or reflectors in addition to the foregoing requirements of this section.

(d) The parent of any child or guardian of any ward shall not authorize or knowingly permit any child or ward to violate any provision of this section.

(e) Any person who violates this section shall be fined as follows:

First Offense: \$25.00

Second Offense: \$50.00

Third and Subsequent Offenses: \$75.00

**ATTACHMENT B**  
**Jackson, Wyoming Ordinance**

**Chapter 10.14**  
**SCOOTERS AND SKATEBOARDS**

**Sections:**

**10.14.010 Definitions.**

**10.14.020 Operation prohibited in certain zoning districts. 10.14.030 Clinging to vehicles prohibited.**

**10.14.040 Pedestrians to have right-of-way on sidewalks. 10.14.050 Riding two abreast.**

**10.14.060 Laws applicable.**

**10.14.070 Parking.**

**10.14.080 Penalty for violation.**

**10.14.010 Definitions.**

"Scooter" or "skateboard" is defined as any object consisting of a relatively flat platform constructed of any material which is attached to wheels on the underside and designed to be used or operated by standing, sitting or kneeling on the platform and allowing or causing the platform to be propelled by the use of hands, feet or gravity, but shall not include roller skates, bicycles or any motorized vehicle. (Ord. 377 § 1 (part), 1988.)

**10.14.020 Operation prohibited in certain zoning districts.**

It shall be unlawful for any person to use, ride upon or operate a scooter or skateboard inside the parking structure located at Millward and Simpson and upon any public property, including streets, sidewalks, alleys and any other public property or right-of-way, which is situated within an area bounded on the south by the south boundary of Pearl Street, on the east by the east boundary of Willow Street, on the north by the north boundary of Gill Street and on the west by the west boundary of Millward Street in the town of Jackson. (Ord. 859 § 1, 2008; Ord. 377 § 1 (part), 1988.)

**10.14.030 Clinging to vehicles prohibited.**

No person, while riding or operating a scooter or skateboard within the corporate limits of the town, shall hold onto any moving vehicle for the purpose of utilizing such moving vehicle for the propulsion of the scooter or skateboard. (Ord. 377 § 1 (part), 1988.)

**10.14.040 Pedestrians to have right-of-way on sidewalks.**

Pedestrians shall have the right-of-way over scooters and skateboards and their use on all public sidewalks in the town, and no person shall ride or operate any scooter or skateboard on a sidewalk in the town when the sidewalk is being used by pedestrians or when such riding on the sidewalks will create an annoyance and danger of accident with pedestrians. (Ord. 377 § 1 (part), 1988.)

**10.14.050 Riding two abreast.**

Every person riding or operating a scooter or skateboard on any street, alley or public place in the town shall keep the scooter or skateboard on the extreme right of the traffic lane and it shall



be unlawful for two or more operators to operate their scooter or skateboard except in single file. (Ord. 377 § 1 (part), 1988.)

**10.14.060 Laws applicable.**

Every person riding or operating a scooter or skateboard on any street, alley or public place in the town shall be subject to all provisions of the laws of the state and ordinances of the town applicable to the drivers of motor vehicles, except the provisions thereof which by their very nature can have no application. (Ord. 377 § 1 (part), 1988.)

**10.14.070 Parking.**

No operator of a scooter or skateboard shall leave his scooter or skateboard standing in such a manner that shall hinder or impede pedestrians or vehicular traffic upon the sidewalks or paths, or upon the streets or alleys of the town, or shall fail to take proper care to see that his scooter or skateboard is so placed to avoid annoyance and danger of accident during his absence therefrom. (Ord. 377 § 1 (part), 1988.)

**10.14.080 Penalty for violation.**

Any person or persons found guilty of the violation of any of the provisions of this chapter shall be fined in an amount not to exceed that set forth in Section 1.12.010 of this code, to which amount shall be added the costs of court and the municipal judge may, either in lieu of or in addition to such fine, prohibit the operation upon the streets, alleys and public places of the town, for a period not to exceed six months, of the scooter or skateboard utilized in the violation and the scooter or skateboard so used shall be impounded by the chief of police and retained by him for the period that the operation thereof is prohibited by the court. (Ord. 377 § 1 (part), Jackson Municipal Code Title 10 – Vehicles and Traffic Page 34 of 37

## MEMO

**TO: Mayor & Town Council**

**FROM: Tim Gagen**

**DATE: July 15, 2008**

**RE: Committee Reports**

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Police Advisory Committee

Rick Holman

July 10

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➤ **Safe Bar Campaign/Proposal:** Chief Holman and Sgt. George Hughes shared the “Safe Bar” campaign and concept with the PAC to determine support and interest. The PAC was highly supportive of such a program, as long as there was support in the community for it. The campaign targets incidents, crime, fights and other behavior in bars in an effort to place primary responsibility on the “problem” patrons of establishments. Bar owners, law enforcement officers, judges, the DA and other stakeholders meet and establish common objectives and action plans. These types of programs generally include training for officers and bar owners to ensure consistent responses; harsher fines/penalties in local court for violators; and, signage in establishments that notify the public the bar is a “Safe Bar”. This program has been implemented in Vail, with positive results. Sgt. Hughes will share the concept with the restaurant association and bars, to determine interest.

➤ **Radar:** The PAC shared with Chief Holman some community perceptions regarding radar enforcement. There exists a negative perception that radar on Main Street has been excessive during certain times of the day. At issue for the PAC was the approach to running radar, the locations selected, the appearance of officers with the radar guns, and the intended purpose of the activity. Chief Holman explained that many diverse opinions existed regarding enforcement of speeding on Main Street, and that it was difficult to find a balance in this area of enforcement. Chief Holman agreed that a review of radar efforts on Main Street was necessary.

➤ **Skateboarding:** Chief Holman sought input from the PAC regarding the skateboarding issue (skateboarding on Main Street). There were a variety of opinions on the topic ranging from some tolerance to zero tolerance. There was no consensus among the members regarding the support or non-support of a local ordinance permitting skateboarding on some streets.

➤ **Graffiti:** Graffiti in our community was discussed, and several photos of the problem were shared with the PAC. There was a general agreement that the problem worsens when graffiti is not quickly cleaned up from locations. The graffiti and stickers in the Town appear to be on the increase, although none appear related to gang activity

(Sheriff's Office sees this type only occasionally – in Silverthorne or Dillon). A suggestion was made to seek individuals required to perform community service to assist the Town in cleaning up the graffiti at various locations.

BEDAC Julia Skurski July 10

BEDAC reviewed the discussion from the joint Council/BEDAC meeting. One item discussed at the joint meeting was the topic of a lift ticket tax. The group decided to start gathering information from other resort areas on a lift ticket tax and the pros and cons experienced from the municipality as well as the impacts on the ski area and came up with a list of questions for a survey. A discussion on how to approach the first item on the Top Five list, Workforce Issues, was started. BEDAC will be looking into where workers are coming from in order to start addressing issues and have two-three members on the newly developed Employer Task Force, to be selected by the Housing Committee. Discussion continued on economic issues related to the Gondola Lot Conceptual Master Plan. The majority of the discussion focused on the importance of recommending underground parking and increased density to the CRT and Council. A position statement on what BEDAC has recommended as of date will be included in the Council packet for their July 22nd review of the Visioning Plan. The discussion on remaining issues will be continued at the August 14th BEDAC meeting.

Wildfire Council Peter Grosshuesch July 10

Thirty two County fuel mitigation grants have been awarded to mostly homeowners associations within the first two years of the program. In all, \$350,000 has been awarded. The Wild Fire Council will be expanding the focus areas (hot spots) in response to the increased area of pine beetle infestation. Staff will present a five year plan at the next meeting for fuels treatment. In that plan, watershed protection will be a high priority. Breckenridge will update the WFC at the next meeting on our progress with the mandatory defensible space policy.

LLA MJ Loufek No Meeting

- All Consent Calendar items were approved
- The Authority ratified the Final Decision in connection with the Show Cause Hearing for Jake's Dive Bar, LLC held July 1, 2008.
- A Resolution establishing the fee to be collected for an Art Gallery Permit was approved.
- An amendment to the Penalty Guidelines to include the new municipal offense, relating to an employee of a licensee being visibly intoxicated while working at the licensed premise, was discussed. Input regarding specific aggravating and mitigating factors was given and a revised resolution will be prepared for adoption at the August 19 LLA meeting.

**Other Meetings**

CML	Tim Gagen	No Meeting
CAST	Tim Gagen	No Meeting
NWCCOG	Peter Grosshuesch	No Meeting
Public Art Commission	Jen Cram	No Meeting

I-70 Coalition  
SCHA  
Summit Leadership Forum  
Summit Stage

Tim Gagen  
Tim Gagen  
Tim Gagen  
James Phelps

No Meeting  
No Meeting  
No Meeting  
No Meeting

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INTEROFFICE MEMORANDUM

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**TO:** TIM GAGEN, TOWN MANAGER  
**FROM:** FINANCE DEPARTMENT  
**SUBJECT:** JUNE FINANCIAL STATUS REPORT  
**DATE:** 7/16/2008

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This report summarizes the financial condition of the Town of Breckenridge for the period January 1, 2008 – June 30, 2008 (50% 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 higher market interest rates driving the value of portfolio securities down. Charges for Services are higher than 2007 primarily due to Plan Check Fees for a large developer and Parking Permit Revenue. Licenses and Permits are higher than 2007 due primarily to building permits. Intergovernmental revenues are slightly 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 17%.

**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 (net of transfers) 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, green fees, and investment income.

**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 slightly 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 series of tax reports provides 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 and development contributions, 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 the preceding two quarters 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 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. 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 and computer allocations. Recreation expenditures are higher than 2007 primarily due to personnel costs, building improvements, and electric/gas costs. Miscellaneous expenditures are lower than 2007 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 the Tarn SCADA 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).

**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.

**EXCISE TAX FUND:** Because the Excise Tax Fund includes transfers to other funds and debt expenditures, any variances 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. 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).

**OPEN SPACE FUND:** 2008 expenditures are higher than 2007 due primarily to remediation costs associated with Wellington Oro.

**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 for acquisition of new buses. 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).

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

**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 9% and 12% higher than 2007 respectively. The current YTD expenditures are approximately 32% higher than 2007 for All Funds Summary and approximately 51% higher than 2007 as shown in the All Funds Net of Inter-Fund Transfers Summary.





## Town of Breckenridge

TOWN OF BRECKENRIDGE  
 Period: JUN-08 currency USD  
 Submitted: 15-JUL-08 16:40:46

### All Funds

	Prior Year			Actual/Actual Pct Variance	Current Year			50% of FY	
	YTD	YE	Pct of YE		YTD	YTD	Actual/Budget	Annual	Pct of Budget
	Actual	Total	Rec'd/Spent		Actual	Budget	Pct Variance	Budget	Rec'd/Spent
General Fund	12,297,267	23,337,879	52.69	6.04	13,040,581	12,867,801	101.34	23,589,654	55.28
Water Fund	1,560,524	4,287,025	36.40	71.25	2,672,343	1,680,419	159.03	3,424,679	78.03
Capital Fund	2,563,069	13,610,108	18.83	(27.31)	1,863,106	1,460,400	127.58	2,871,000	64.89
Marketing Fund	630,123	1,343,453	46.90	19.62	753,760	746,923	100.92	1,457,295	51.72
Golf Fund	816,166	2,663,738	30.64	(9.08)	742,059	1,269,426	58.46	2,541,855	29.19
Excise Tax Fund	10,826,439	21,783,177	49.70	(6.56)	10,116,257	12,222,245	82.77	21,570,493	46.90
Affordable Housing Fund	345,510	1,349,329	25.61	346.28	1,541,957	785,479	196.31	3,506,041	43.98
Open Space Fund	1,087,744	2,226,421	48.86	0.71	1,095,446	1,179,551	92.87	1,969,000	55.63
Conservation Trust Fund	17,332	35,043	49.46	3.52	17,943	15,167	118.30	30,600	58.64
Garage Services Fund	892,334	1,787,168	49.93	15.31	1,028,992	1,017,752	101.10	2,035,504	50.55
Information Services Fund	441,608	883,215	50.00	8.45	478,937	478,937	100.00	957,874	50.00
Facilities Maintenance Fund	215,204	430,408	50.00	0.00	215,205	215,205	100.00	430,410	50.00
Special Projects Fund	0	0	n/m	n/m	1,134,500	1,134,500	100.00	2,269,000	50.00
<b>TOTAL REVENUE</b>	<b>31,693,321</b>	<b>73,736,962</b>	<b>42.98</b>	<b>9.49</b>	<b>34,701,087</b>	<b>35,073,806</b>	<b>98.94</b>	<b>66,653,405</b>	<b>52.06</b>
General Fund	12,353,132	23,335,090	52.94	(19.62)	9,928,984	11,007,957	90.20	23,039,222	43.10
Water Fund	1,029,713	2,395,438	42.99	8.51	1,117,348	2,941,622	37.98	5,545,139	20.15
Capital Fund	667,157	6,214,703	10.74	745.20	5,638,798	1,405,500	401.20	2,811,000	200.60
Marketing Fund	680,980	1,293,224	52.66	32.53	902,512	908,111	99.38	1,689,514	53.42
Golf Fund	805,226	2,188,889	36.79	1.94	820,844	807,155	101.70	2,446,018	33.56
Excise Tax Fund	9,200,180	23,882,767	38.52	16.71	10,737,973	10,673,905	100.60	21,492,810	49.96
Affordable Housing Fund	21,761	1,124,585	1.94	n/m	2,088,811	1,464,479	142.63	3,260,608	64.06
Open Space Fund	876,435	2,387,617	36.71	30.47	1,143,524	1,053,206	108.58	2,109,027	54.22
Conservation Trust Fund	15,000	30,000	50.00	50.00	22,500	22,500	100.00	45,000	50.00
Garage Services Fund - Ops	546,391	1,131,051	48.31	36.04	743,286	682,163	108.96	1,390,193	53.47
Garage Services Fund - Capital	201,122	494,475	40.67	431.18	1,068,321	263,665	405.18	747,440	142.93
Information Services Fund	391,738	859,713	45.57	15.35	451,875	452,910	99.77	1,015,757	44.49
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	814,146	1,134,143	71.79	2,268,286	35.89
<b>TOTAL EXPENDITURES</b>	<b>26,788,835</b>	<b>65,358,240</b>	<b>40.99</b>	<b>32.44</b>	<b>35,478,921</b>	<b>32,817,316</b>	<b>108.11</b>	<b>67,996,736</b>	<b>52.18</b>



## Town of Breckenridge

TOWN OF BRECKENRIDGE  
 Period: JUN-08 currency USD  
 Submitted: 16-JUL-08 10:39:22

### All Funds Net of Inter-Fund Transfers

	<i>Prior Year</i>			<i>Actual/Actual</i>  <i>Pct Variance</i>	<i>Current Year</i>			<i>50% of FY</i>		
	<i>YTD</i>	<i>YE</i>	<i>Pct of YE</i>		<i>YTD</i>	<i>YTD</i>	<i>Actual/Budget</i>	<i>Annual</i>	<i>Pct of Budget</i>	
	<i>Actual</i>	<i>Total</i>	<i>Rec'd/Spent</i>		<i>Actual</i>	<i>Budget</i>	<i>Pct Variance</i>	<i>Budget</i>	<i>Rec'd/Spent</i>	<i>Rec'd/Spent</i>
<b>General Fund</b>	5,281,181	9,305,707	56.75	17.45	6,202,509	6,029,728	102.87	9,913,509	62.57	
<b>Water Fund</b>	1,560,524	4,287,025	36.40	71.25	2,672,343	1,680,419	159.03	3,424,679	78.03	
<b>Capital Fund</b>	731,319	5,221,643	14.01	(20.33)	582,606	179,900	323.85	310,000	187.94	
<b>Marketing Fund</b>	565,123	1,213,453	46.57	6.84	603,760	596,923	101.15	1,157,295	52.17	
<b>Golf Fund</b>	691,166	2,413,738	28.63	(10.72)	617,059	1,144,426	53.92	2,291,855	26.92	
<b>Excise Tax Fund</b>	10,826,439	21,783,177	49.70	(6.56)	10,116,257	12,222,245	82.77	21,570,493	46.90	
<b>Affordable Housing Fund</b>	161,019	362,906	44.37	124.03	360,737	343,633	104.98	1,143,600	31.54	
<b>Open Space Fund</b>	1,087,744	2,226,421	48.86	0.71	1,095,446	1,179,551	92.87	1,969,000	55.63	
<b>Conservation Trust Fund</b>	17,332	35,043	49.46	3.52	17,943	15,167	118.30	30,600	58.64	
<b>Garage Services Fund</b>	0	2,500	0.00	n/m	12,740	1,500	849.32	3,000	424.66	
<b>Information Services Fund</b>	0	0	n/m	n/m	0	0	n/m	0	n/m	
<b>Facilities Maintenance Fund</b>	0	0	n/m	n/m	0	0	n/m	0	n/m	
<b>Special Projects Fund</b>	0	0	n/m	n/m	1,134,500	1,134,500	100.00	2,269,000	50.00	
<b>TOTAL REVENUE</b>	20,921,849	46,851,611	44.66	11.92	23,415,900	24,527,992	95.47	44,083,031	53.12	
<b>General Fund</b>	10,996,119	20,616,797	53.34	(23.58)	8,402,946	9,484,247	88.60	19,989,154	42.04	
<b>Water Fund</b>	794,999	1,926,009	41.28	11.75	888,394	2,712,667	32.75	5,087,229	17.46	
<b>Capital Fund</b>	667,157	6,214,703	10.74	745.20	5,638,798	1,405,500	401.20	2,811,000	200.60	
<b>Marketing Fund</b>	680,980	1,293,224	52.66	32.53	902,512	908,111	99.38	1,689,514	53.42	
<b>Golf Fund</b>	766,275	2,110,987	36.30	1.51	777,880	764,191	101.79	2,360,091	32.96	
<b>Excise Tax Fund</b>	78,669	297,338	26.46	1,520.99	1,275,212	1,211,144	105.29	2,567,288	49.67	
<b>Affordable Housing Fund</b>	21,761	1,124,585	1.94	9,498.92	2,088,811	1,464,479	142.63	3,260,608	64.06	
<b>Open Space Fund</b>	873,856	2,382,459	36.68	30.53	1,140,675	1,050,358	108.60	2,103,330	54.23	
<b>Conservation Trust Fund</b>	0	0	n/m	n/m	0	0	n/m	0	n/m	
<b>Garage Services Fund - Ops</b>	546,391	1,131,051	48.31	36.04	743,286	682,163	108.96	1,390,193	53.47	
<b>Garage Services Fund - Capital</b>	201,122	494,475	40.67	431.18	1,068,321	263,665	405.18	747,440	142.93	
<b>Information Services Fund</b>	390,035	856,307	45.55	15.82	451,754	452,789	99.77	1,015,515	44.49	
<b>Facilities Maintenance Fund</b>	0	20,689	0.00	n/m	0	0	n/m	136,722	0.00	
<b>Special Projects Fund</b>	0	0	n/m	n/m	814,146	1,134,143	71.79	2,268,286	35.89	
<b>TOTAL EXPENDITURES</b>	16,017,363	38,468,623	41.64	51.04	24,192,734	21,533,457	112.35	45,426,371	53.26	



## Town of Breckenridge

TOWN OF BRECKENRIDGE  
 Period: JUN-08 currency USD  
 Submitted: 15-JUL-08 14:17:51

### EXCISE FUND

	<i>Prior Year</i>			<i>Actual/Actual Pct Variance</i>	<i>Current Year</i>				<i>50% of FY Pct of Budget Rec'd/Spent</i>
	<i>YTD</i>	<i>YE</i>	<i>Pct of YE</i>		<i>YTD</i>	<i>YTD</i>	<i>Actual/Budget</i>	<i>Annual</i>	
	<i>Actual</i>	<i>Total</i>	<i>Rec'd/Spent</i>		<i>Actual</i>	<i>Budget</i>	<i>Pct Variance</i>	<i>Budget</i>	
Sales Tax	6,509,517	13,040,545	49.92	2.29	6,658,625	7,699,922	86.48	12,955,270	51.40
Accomodations Taxes	1,113,703	1,803,464	61.75	6.04	1,180,984	1,267,018	93.21	1,713,223	68.93
RETT	2,589,073	5,675,235	45.62	(30.72)	1,793,685	2,600,371	68.98	5,700,000	31.47
Miscellaneous Taxes	291,392	602,106	48.40	13.40	330,429	334,672	98.73	602,000	54.89
Investment Income	322,753	661,827	48.77	(52.74)	152,535	320,261	47.63	600,000	25.42
<b>TOTAL REVENUE</b>	<b>10,826,439</b>	<b>21,783,177</b>	<b>49.70</b>	<b>(6.56)</b>	<b>10,116,257</b>	<b>12,222,245</b>	<b>82.77</b>	<b>21,570,493</b>	<b>46.90</b>
Transfers	9,121,511	23,585,429	38.67	16.18	10,597,261	10,597,261	100.00	21,194,522	50.00
Debt Service	78,669	297,338	26.46	78.87	140,712	76,644	183.59	298,288	47.17
<b>TOTAL EXPENDITURES</b>	<b>9,200,180</b>	<b>23,882,767</b>	<b>38.52</b>	<b>16.71</b>	<b>10,737,973</b>	<b>10,673,905</b>	<b>100.60</b>	<b>21,492,810</b>	<b>49.96</b>
<b>YTD EXCESS/(DEFICIT)</b>	<b>1,626,259</b>	<b>-2,099,590</b>			<b>-621,715</b>	<b>1,548,340</b>		<b>77,683</b>	
Jan. 1 2008 Fund Balance					10,008,355				
Reserved for Debt Service					(900,000)				
<b>UNAUDITED BALANCE</b>					<b>8,486,640</b>				



## Town of Breckenridge

TOWN OF BRECKENRIDGE  
 Period: JUN-08 currency USD  
 Submitted: 15-JUL-08 15:02:16

### GENERAL FUND

	<i>Prior Year</i>			<i>Actual/Actual</i>  <i>Pct Variance</i>	<i>Current Year</i>			<i>50% of FY</i>		
	<i>YTD</i>	<i>YE</i>	<i>Pct of YE</i>		<i>YTD</i>	<i>YTD</i>	<i>Actual/Budget</i>	<i>Annual</i>	<i>Pct of Budget</i>	
	<i>Actual</i>	<i>Total</i>	<i>Rec'd/Spent</i>		<i>Actual</i>	<i>Budget</i>	<i>Pct Variance</i>	<i>Budget</i>	<i>Rec'd/Spent</i>	
<b>REVENUES</b>										
Recreation Fees	1,330,737	2,618,575	50.82	(16.85)	1,106,564	1,296,544	85.35	2,592,700	42.68	
Property Tax	1,678,431	2,187,999	76.71	54.37	2,590,910	2,620,625	98.87	3,359,675	77.12	
Investment Income	316,182	722,558	43.76	(11.05)	281,258	341,806	82.29	630,000	44.64	
Miscellaneous Income	143,612	232,213	61.85	0.23	143,937	94,951	151.59	169,900	84.72	
Charges For Services	748,453	1,351,509	55.38	13.27	847,784	666,271	127.24	1,077,450	78.68	
Licenses and Permits	585,839	1,144,615	51.18	12.33	658,052	433,422	151.83	842,150	78.14	
Intergovernmental	335,768	747,414	44.92	25.48	421,337	447,232	94.21	982,933	42.87	
Fines/Forfeitures	142,159	300,824	47.26	7.39	152,667	128,879	118.46	258,700	59.01	
Transfers In	7,016,086	14,032,172	50.00	(2.54)	6,838,072	6,838,073	100.00	13,676,145	50.00	
<b>Revenues</b>	<b>12,297,267</b>	<b>23,337,879</b>	<b>52.69</b>	<b>6.04</b>	<b>13,040,581</b>	<b>12,867,801</b>	<b>101.34</b>	<b>23,589,654</b>	<b>55.28</b>	
<b>EXPENDITURES</b>										
General Government	838,128	1,834,152	45.70	13.98	955,277	1,213,860	78.70	2,480,385	38.51	
Community Development	727,642	1,547,465	47.02	7.71	783,756	987,679	79.35	1,919,988	40.82	
Engineering	211,693	446,638	47.40	8.61	229,923	252,049	91.22	512,760	44.84	
Finance	526,435	1,115,678	47.19	(4.42)	503,163	604,244	83.27	1,294,176	38.88	
Parking and Transit	993,473	2,060,580	48.21	36.06	1,351,748	1,458,190	92.70	2,833,036	47.71	
Police	1,460,096	2,880,511	50.69	8.43	1,583,153	1,818,482	87.06	3,593,689	44.05	
Public Works	2,182,481	5,042,458	43.28	(1.69)	2,145,541	2,512,640	85.39	5,378,626	39.89	
Recreation	1,994,705	4,330,351	46.06	10.59	2,206,041	2,032,157	108.56	4,335,956	50.88	
Miscellaneous	3,354,543	3,529,234	95.05	(96.77)	108,200	73,000	148.22	146,000	74.11	
Debt Service	63,936	545,252	11.73	(2.74)	62,183	55,656	111.73	544,606	11.42	
Transfers Out	0	0	n/m	n/m	0	0	n/m	0	n/m	
<b>Expenditures</b>	<b>12,353,132</b>	<b>23,332,318</b>	<b>52.94</b>	<b>(19.62)</b>	<b>9,928,984</b>	<b>11,007,957</b>	<b>90.20</b>	<b>23,039,222</b>	<b>43.10</b>	
<b>Rev Over(Under) Exp</b>	<b>(55,865)</b>	<b>5,560</b>			<b>3,111,597</b>	<b>1,859,844</b>		<b>550,432</b>		
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)					
<b>Unaudited Balance</b>					<b>6,881,773</b>					

## Affordable Housing Fund

June 2008

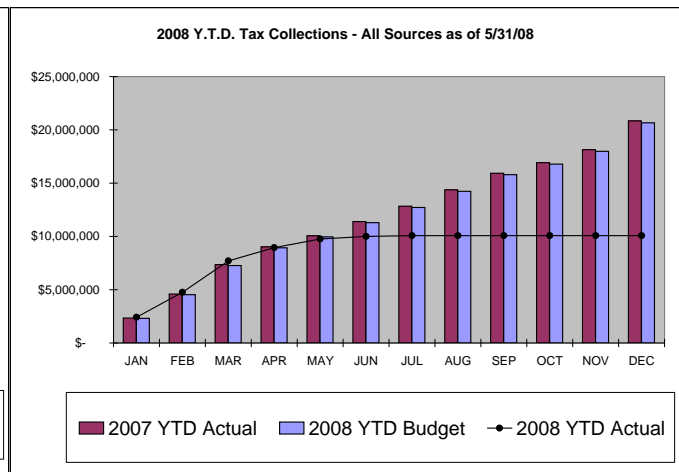
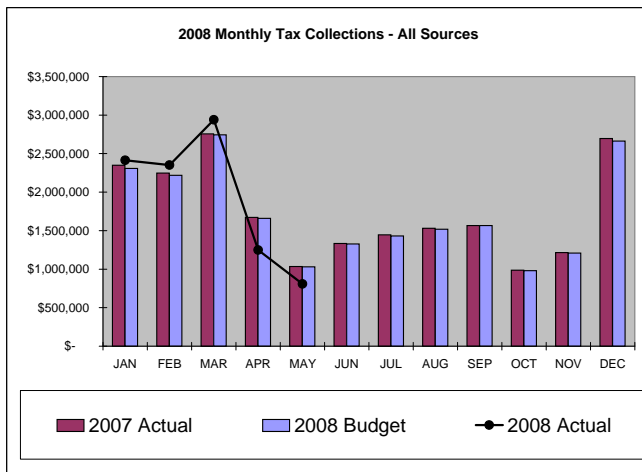


	<i>Total Budget</i>	<i>YTD Activity JUN-08</i>	<i>PTD Activity JUN-08</i>	<i>Budget Balance JUN-08</i>	<i>Pct Us JUN-08</i>
	-----	-----	-----	-----	-----
<b>Revenue</b>					
007 0928 41211 SALES TAX	285,600	226,028	15,820	59,572	79.14%
007 0928 44350 SHA DEVELOPMENT IMPACT F	800,000	115,770	46,755	684,231	14.47%
007 0928 46162 TRF FROM EXCISE TAX FUND	2,362,441	1,181,220	196,870	1,181,221	50.00%
007 0928 49191 INVESTMENT INCOME	10,000	1,745	182	8,255	17.45%
007 0928 49591 RENTAL INCOME	28,000	17,194	2,300	10,806	61.41%
007 0928 49592 MORTGAGE PAYMENTS	20,000	0	0	20,000	0.00%
007 0928 TOTAL	<u>3,506,041</u>	<u>1,541,957</u>	<u>261,927</u>	<u>1,964,084</u>	<u>43.98%</u>
<b>Total Revenue</b>	<u>3,506,041</u>	<u>1,541,957</u>	<u>261,927</u>	<u>1,964,084</u>	<u>43.98%</u>
<b>Expense</b>					
007 0928 52239 MISC R & M SUPPLIES	1,000	0	0	1,000	0.00%
007 0928 53334 MEMBERSHIP FEES	2,880	1,251	218	1,629	43.44%
007 0928 53341 ELECTRIC & GAS	0	920	172	-920	n/m
007 0928 53360 CHILD CARE PROGRAMS	598,628	310,595	75,500	288,033	51.88%
007 0928 54446 HOUSING CAPITAL (IMPACT	1,085,600	954,663	0	130,937	87.94%
007 0928 54448 HOUSING CAPITAL & PROJEC	1,500,000	749,133	41,958	750,867	49.94%
007 0928 57711 GRANTS TO OTHER AGENCIES	72,500	72,250	0	250	99.66%
007 0928 TOTAL	<u>3,260,608</u>	<u>2,088,811</u>	<u>117,849</u>	<u>1,171,797</u>	<u>64.06%</u>
<b>Total Expense</b>	<u>3,260,608</u>	<u>2,088,811</u>	<u>117,849</u>	<u>1,171,797</u>	<u>64.06%</u>
<b>YTD Excess/(Deficit)</b>		(546,854)			
<b>Jan 1, 2008 Fund Balance*</b>		<u>2,104,194</u>			
<b>Unaudited Balance</b>		<u>1,557,340</u>			

\* Includes \$1,500,000 transfer from Capital Fund in 2007.

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

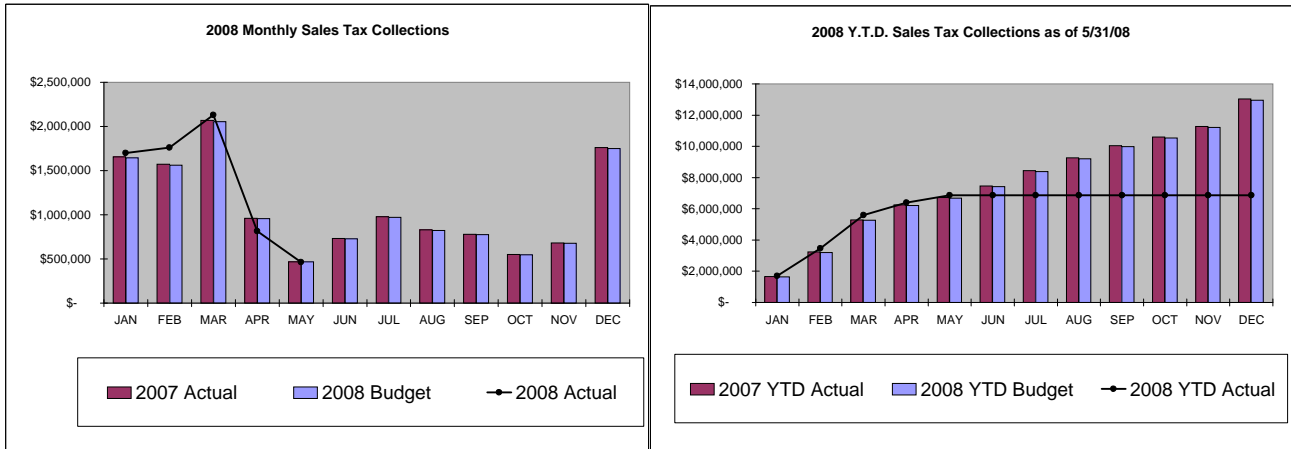
Sales Period	2007 Collections			2008 Budget			2008 Monthly			2008 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2007	% of Budget	Actual	% Change from 2007	% of Budget
JAN	\$ 2,348,308	\$ 2,348,308	11.3%	\$ 2,308,254	\$ 2,308,254	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%	\$ 243,969	-81.7%	18.4%	10,006,752	-12.2%	48.4%
JUL	\$ 1,445,255	\$ 12,838,367	61.6%	\$ 1,430,645	\$ 12,717,811	61.6%	\$ 68,883	-95.2%	4.8%	10,075,635	-21.5%	48.8%
AUG	\$ 1,530,395	\$ 14,368,763	69.0%	\$ 1,517,698	\$ 14,235,509	68.9%	\$ -	-100.0%	0.0%	10,075,635	-29.9%	48.8%
SEP	\$ 1,566,855	\$ 15,935,618	76.5%	\$ 1,565,698	\$ 15,801,207	76.5%	\$ -	-100.0%	0.0%	10,075,635	-36.8%	48.8%
OCT	\$ 986,233	\$ 16,921,851	81.2%	\$ 981,119	\$ 16,782,326	81.3%	\$ -	-100.0%	0.0%	10,075,635	-40.5%	48.8%
NOV	\$ 1,215,687	\$ 18,137,538	87.1%	\$ 1,208,068	\$ 17,990,393	87.1%	\$ -	-100.0%	0.0%	10,075,635	-44.4%	48.8%
DEC	\$ 2,696,805	\$ 20,834,342	100.0%	\$ 2,663,700	\$ 20,654,093	100.0%	\$ -	-100.0%	0.0%	\$ 10,075,635	-51.6%	48.8%



**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%	-	-100.0%	0.0%	6,868,097	-7.9%	53.0%
JUL	977,334	8,436,692	64.7%	970,943	8,381,523	64.7%	-	-100.0%	0.0%	6,868,097	-18.6%	53.0%
AUG	829,380	9,266,072	71.1%	823,957	9,205,479	71.1%	-	-100.0%	0.0%	6,868,097	-25.9%	53.0%
SEP	779,729	10,045,801	77.0%	774,630	9,980,110	77.0%	-	-100.0%	0.0%	6,868,097	-31.6%	53.0%
OCT	549,408	10,595,209	81.2%	545,815	10,525,925	81.2%	-	-100.0%	0.0%	6,868,097	-35.2%	53.0%
NOV	682,786	11,277,995	86.5%	678,321	11,204,246	86.5%	-	-100.0%	0.0%	6,868,097	-39.1%	53.0%
DEC	\$ 1,762,550	\$ 13,040,545	100.0%	\$ 1,751,024	\$ 12,955,270	100.0%	\$ -	-100.0%	0.0%	\$ 6,868,097	-47.3%	53.0%

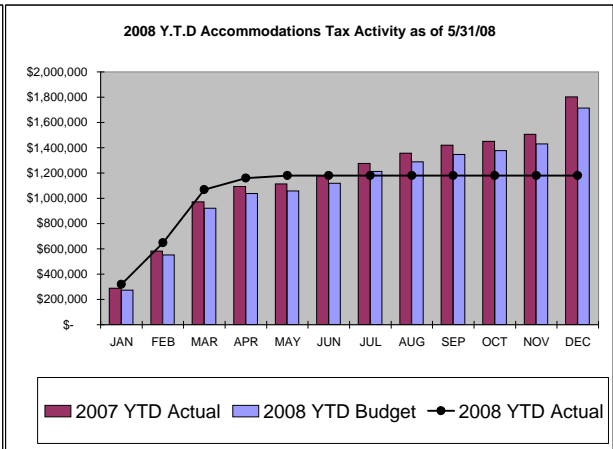
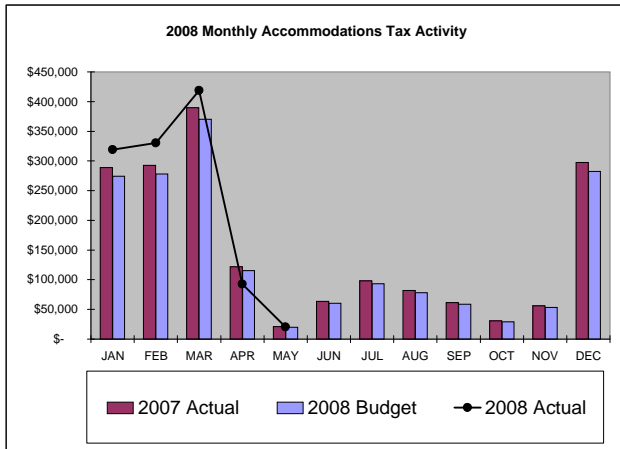
Sales tax amounts reflect collections net of the 3.3% transferred to the Marketing Fund and .5% tax earmarked for Open Space.



**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%	-	-100.0%	0.0%	1,180,984	0.3%	68.9%
JUL	98,186	1,275,272	70.7%	93,273	1,211,461	70.7%	-	-100.0%	0.0%	1,180,984	-7.4%	68.9%
AUG	82,172	1,357,445	75.3%	78,060	1,289,522	75.3%	-	-100.0%	0.0%	1,180,984	-13.0%	68.9%
SEP	61,629	1,419,073	78.7%	58,545	1,348,067	78.7%	-	-100.0%	0.0%	1,180,984	-16.8%	68.9%
OCT	30,799	1,449,873	80.4%	29,258	1,377,325	80.4%	-	-100.0%	0.0%	1,180,984	-18.5%	68.9%
NOV	56,042	1,505,915	83.5%	53,238	1,430,563	83.5%	-	-100.0%	0.0%	1,180,984	-21.6%	68.9%
DEC	\$ 297,549	\$ 1,803,464	100.0%	\$ 282,660	\$ 1,713,223	100.0%	\$ -	-100.0%	0.0%	\$ 1,180,984	-34.5%	68.9%

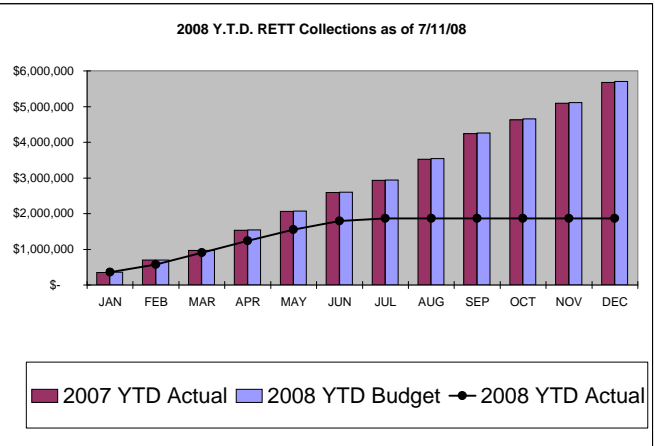
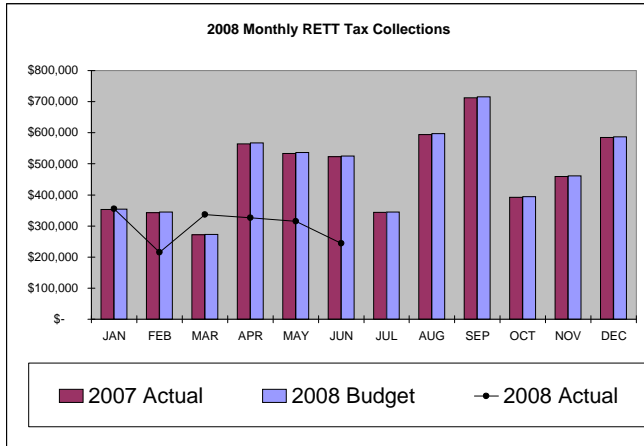
Accommodation tax amounts reflect collections at the 2% rate.





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

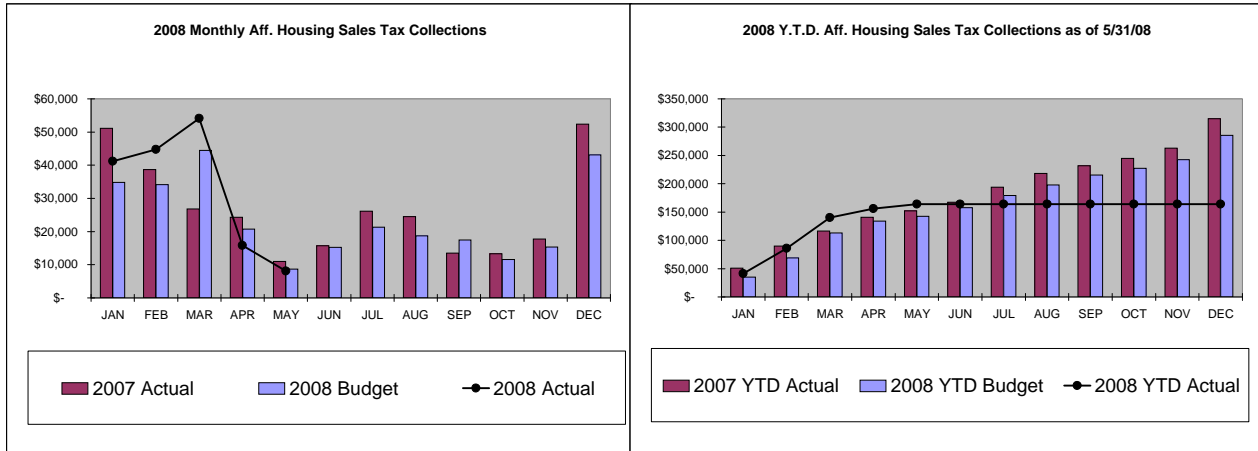
Sales Period	2007 Collections			2008 Budget			2008 Monthly			2008 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2007	% of Budget	Actual	% Change from 2007	% of Budget
JAN	\$ 352,958	\$ 352,958	6.2%	\$ 354,498	\$ 354,498	6.2%	\$ 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%	68,883	-80.0%	20.0%	1,862,568	-36.5%	32.7%
AUG	594,349	3,527,032	62.1%	596,942	3,542,423	62.1%	-	-100.0%	0.0%	1,862,568	-47.2%	32.7%
SEP	711,996	4,239,028	74.7%	715,103	4,257,526	74.7%	-	-100.0%	0.0%	1,862,568	-56.1%	32.7%
OCT	392,752	4,631,779	81.6%	394,466	4,651,991	81.6%	-	-100.0%	0.0%	1,862,568	-59.8%	32.7%
NOV	459,147	5,090,926	89.7%	461,150	5,113,142	89.7%	-	-100.0%	0.0%	1,862,568	-63.4%	32.7%
DEC	\$ 584,308	\$ 5,675,235	100.0%	\$ 586,858	\$ 5,700,000	100.0%	\$ -	-100.0%	0.0%	\$ 1,862,568	-67.2%	32.7%



**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%	-	-100.0%	0.0%	163,987	-2.2%	57.4%
JUL	26,125	193,719	8.3%	21,320	179,346	7.5%	-	-100.0%	0.0%	163,987	-15.3%	57.4%
AUG	24,494	218,214	7.8%	18,738	198,085	6.6%	-	-100.0%	0.0%	163,987	-24.9%	57.4%
SEP	13,502	231,715	4.3%	17,420	215,504	6.1%	-	-100.0%	0.0%	163,987	-29.2%	57.4%
OCT	13,274	244,990	4.2%	11,580	227,085	4.1%	-	-100.0%	0.0%	163,987	-33.1%	57.4%
NOV	17,712	262,701	5.6%	15,358	242,443	5.4%	-	-100.0%	0.0%	163,987	-37.6%	57.4%
DEC	\$ 52,398	\$ 315,099	16.6%	\$ 43,157	\$ 285,600	15.1%	\$ -	-100.0%	0.0%	\$ 163,987	-48.0%	57.4%

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



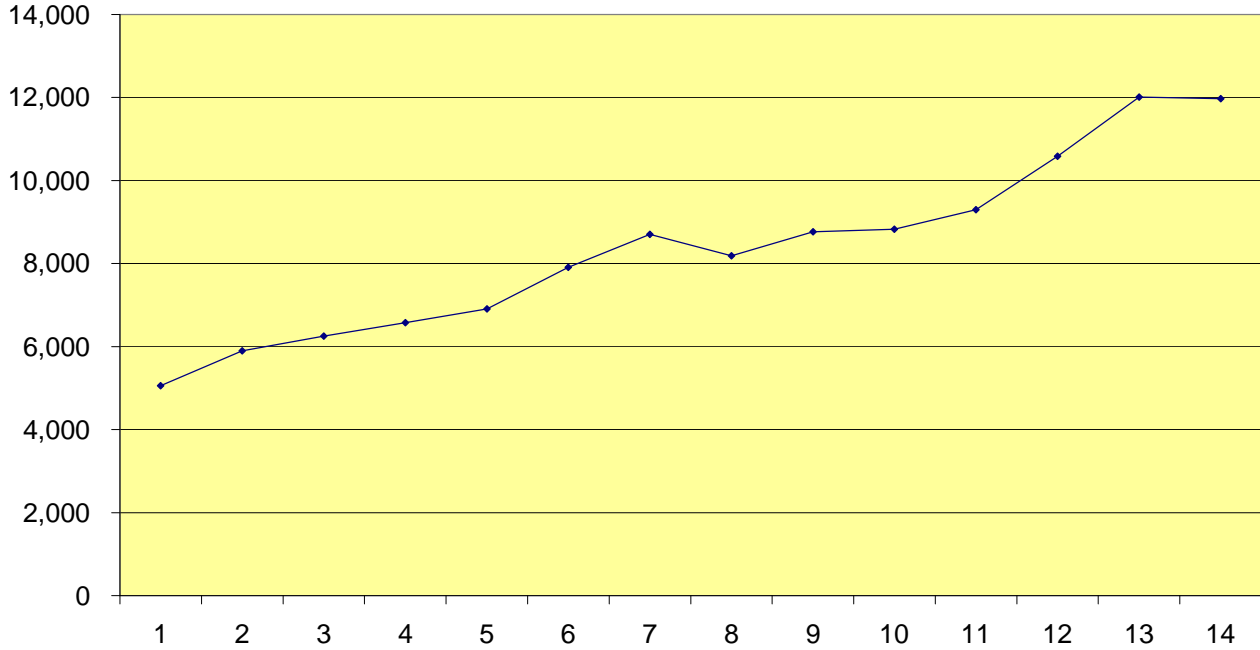
**TOWN OF BRECKENRIDGE  
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

**Total - All Categories**

	Monthly Totals															Monthly		YTD	
	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	% 07-08	YTD 2007	YTD 2008	% Change 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	45,811	4.4%	43,866	45,811	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	46,901	8.7%	87,032	92,712	6.5%	
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	56,171	0.5%	142,947	148,883	4.2%	
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	21,730	-7.3%	166,391	170,613	2.5%	
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	11,973	-0.3%	178,403	182,586	2.3%	
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	0	-100.0%	198,620	182,586	-8.1%	
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	0	-100.0%	224,363	182,586	-18.6%	
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	0	-100.0%	248,093	182,586	-26.4%	
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	182,586	-32.0%	
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	182,586	-35.5%	
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	182,586	-39.4%	
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	182,586	-48.0%	

**TAXABLE SALES - MAY**



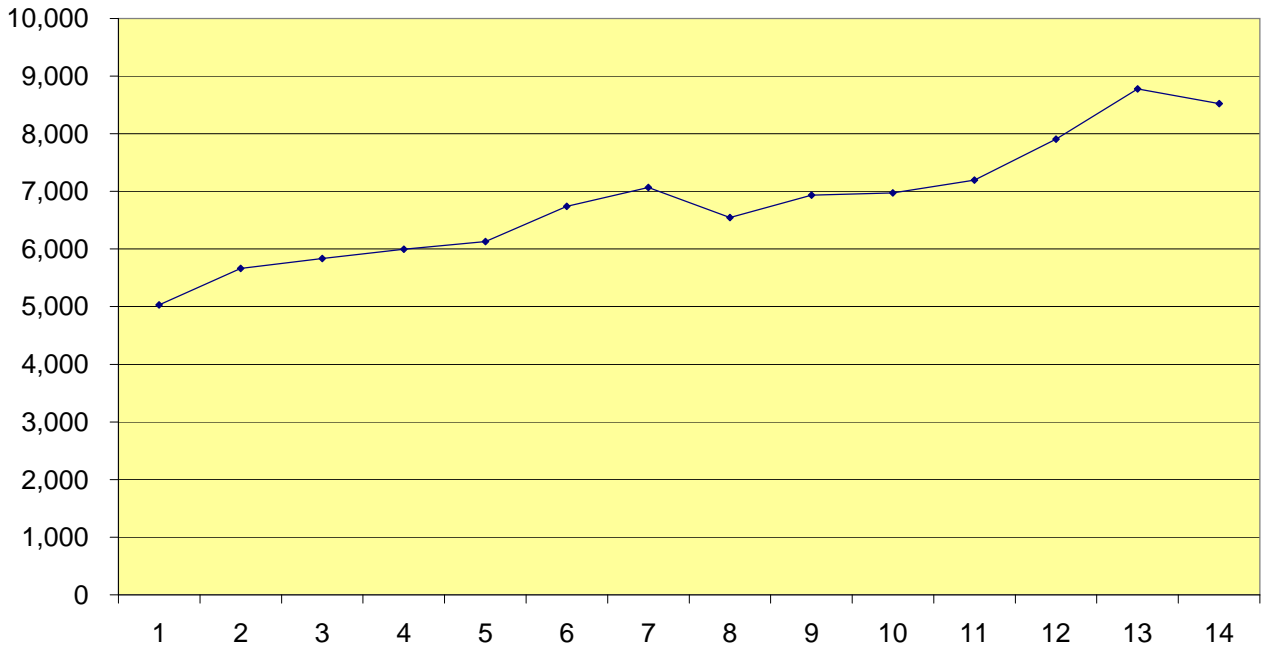
**TOWN OF BRECKENRIDGE  
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

**Total - All Categories  
ADJUSTED FOR INFLATION**

CPI	Monthly Totals															Monthly			YTD % Change 07-08
	BASE Actual 1995	3.5% Actual 1996	3.3% Actual 1997	2.4% Actual 1998	2.9% Actual 1999	4.0% Actual 2000	4.7% Actual 2001	1.9% Actual 2002	1.1% Actual 2003	0.1% Actual 2004	2.1% Actual 2005	3.6% Actual 2006	2.2% Actual 2007	2.7% Actual 2008	% 07-08	YTD 2007	YTD 2008		
January	23,896	24,681	25,825	26,281	25,769	24,334	25,286	23,521	22,319	24,851	25,696	28,707	32,076	32,619	1.7%	32,076	32,619	1.7%	
February	25,352	27,990	26,086	27,046	27,602	27,179	28,035	25,556	23,655	26,243	27,648	29,361	31,560	33,394	5.8%	63,636	66,013	3.7%	
March	31,928	34,684	36,886	34,055	35,066	36,919	35,966	34,155	31,099	30,892	35,031	37,389	40,884	39,991	-2.2%	104,520	106,004	1.4%	
April	13,002	15,242	14,065	15,927	15,624	14,471	15,021	12,552	11,789	14,008	13,450	16,992	17,140	15,471	-9.7%	121,660	121,475	-0.2%	
May	5,031	5,665	5,835	5,999	6,130	6,739	7,067	6,545	6,934	6,975	7,195	7,909	8,780	8,524	-2.9%	130,440	129,999	-0.3%	
June	9,129	9,493	9,151	9,928	11,455	11,768	12,169	10,889	10,465	11,019	12,298	12,644	14,779	0	-100.0%	145,219	129,999	-10.5%	
July	13,382	14,260	14,590	15,515	15,797	16,061	15,358	15,233	15,588	16,285	17,055	17,952	18,823	0	-100.0%	164,042	129,999	-20.8%	
August	12,924	14,275	14,012	14,567	14,333	14,485	14,438	13,357	14,044	14,017	14,906	16,379	17,353	0	-100.0%	181,395	129,999	-28.3%	
September	10,636	10,508	10,367	11,117	12,271	13,612	10,841	10,759	11,194	12,334	13,054	14,837	14,829	0	-100.0%	196,224	129,999	-33.7%	
October	7,150	7,191	7,390	7,290	7,789	8,450	8,664	7,636	7,697	8,420	9,519	10,105	10,636	0	-100.0%	206,860	129,999	-37.2%	
November	9,396	9,438	10,421	10,622	10,097	10,485	9,420	9,118	9,773	10,638	11,599	13,554	13,277	0	-100.0%	220,137	129,999	-40.9%	
December	25,812	25,401	27,494	27,740	27,073	28,511	23,306	26,706	27,546	30,893	33,825	34,850	36,709	0	-100.0%	256,846	129,999	-49.4%	

**TAXABLE SALES - MAY**



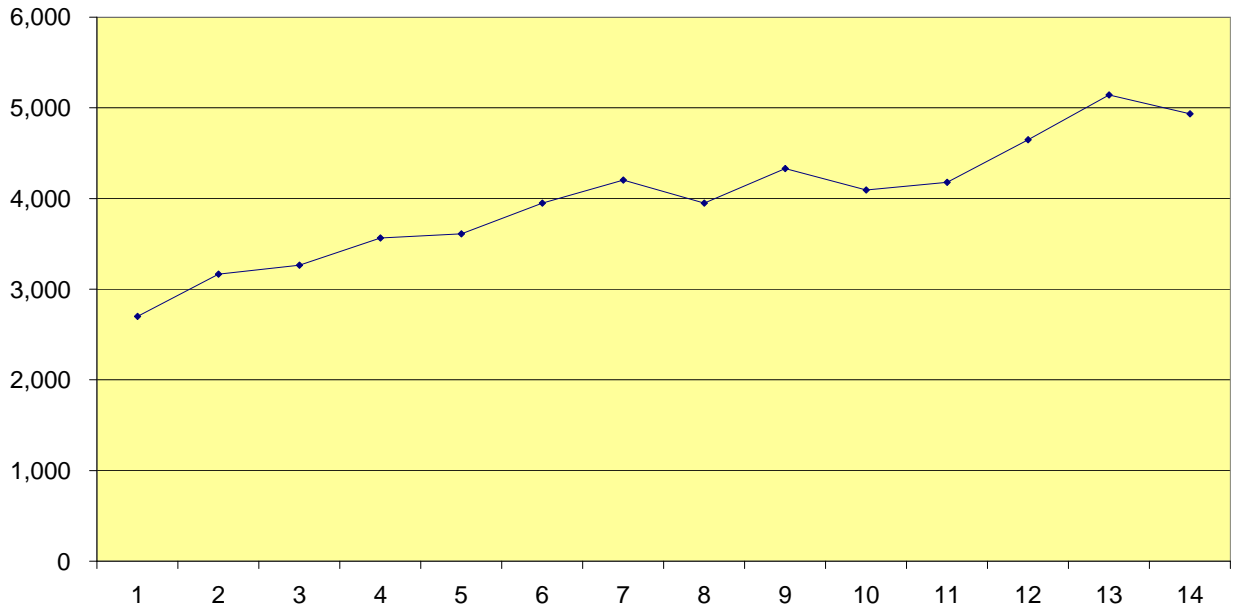
**TOWN OF BRECKENRIDGE  
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(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	34,402	6.7%	32,250	34,402	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	35,531	7.6%	65,272	69,933	7.1%
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	43,484	-2.0%	109,662	113,417	3.4%
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	12,998	-18.8%	125,679	126,415	0.6%
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	4,933	-4.1%	130,822	131,348	0.4%
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	0	-100.0%	143,020	131,348	-8.2%
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	0	-100.0%	160,506	131,348	-18.2%
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	0	-100.0%	175,657	131,348	-25.2%
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	131,348	-30.1%
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	131,348	-32.6%
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	131,348	-36.1%
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	131,348	-45.4%

**TAXABLE SALES - MAY**



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

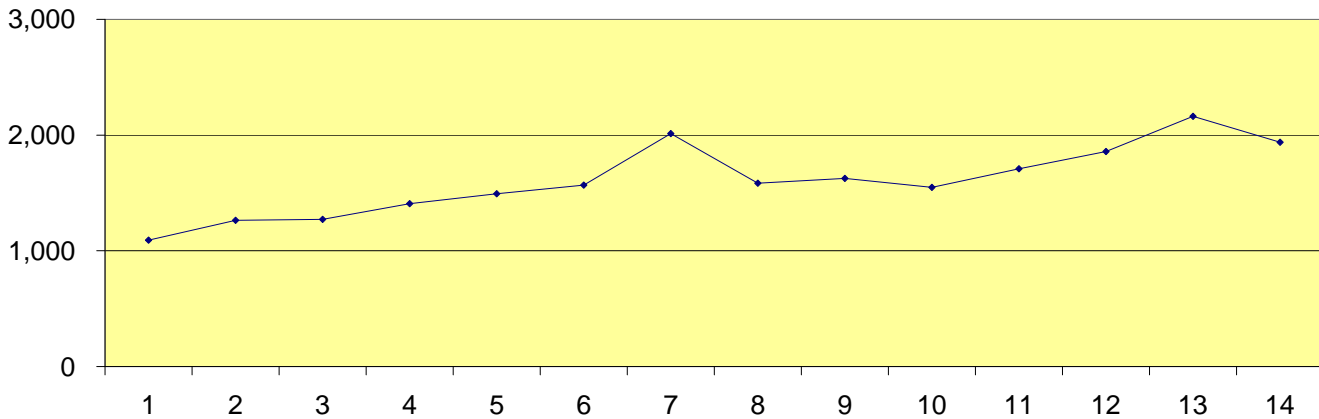
(in Thousands of Dollars)

**Retail Sales**

Month To Date

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Monthly	Actual	Actual	YTD
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	% CHG		2007	2008	% 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	9,808	1.5%		9,665	9,808	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	9,870	2.7%		19,272	19,678	2.1%
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	12,372	-7.5%		32,645	32,050	-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	4,215	-20.2%		37,926	36,265	-4.4%
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	1,937	-10.4%		40,089	38,202	-4.7%
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	0	-100.0%		44,680	38,202	-14.5%
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	0	-100.0%		50,856	38,202	-24.9%
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	0	-100.0%		55,966	38,202	-31.7%
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	38,202	-37.1%
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	38,202	-39.9%
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	38,202	-43.7%
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	38,202	-52.2%

**Taxable Retail Sales - MAY**



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

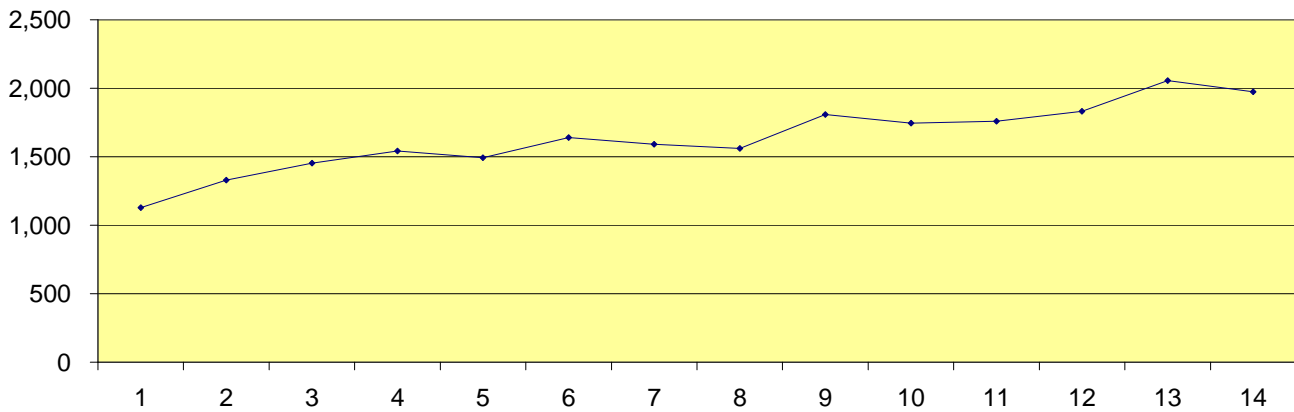
(in Thousands of Dollars)

**Restaurants/Bars**

Month To Date

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Monthly	Actual	Actual	YTD
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	% CHG	2007	2008	% 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	10,106	0.9%	26,896	28,296	5.2%
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	4,150	-11.2%	31,572	32,446	2.8%
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	1,975	-4.0%	33,629	34,421	2.4%
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	0	-100.0%	37,997	34,421	-9.4%
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	0	-100.0%	44,233	34,421	-22.2%
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	0	-100.0%	50,150	34,421	-31.4%
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	34,421	-37.1%
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	34,421	-39.9%
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	34,421	-43.4%
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	34,421	-50.0%

**Taxable Restaurant Sales - MAY**



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

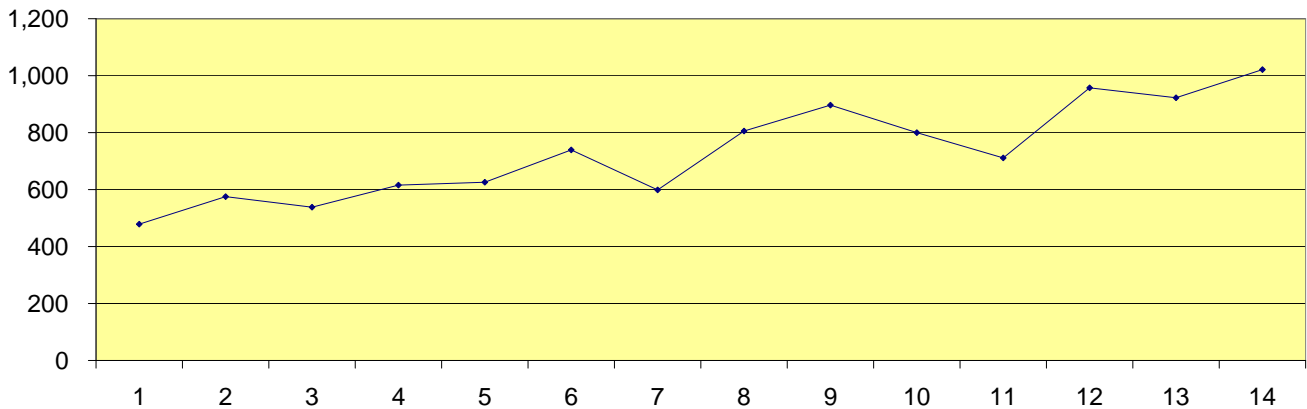
(in Thousands of Dollars)

**Short-Term Lodging**

Month To Date

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Monthly	Actual	Actual	YTD
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	% CHG	2007	2008	% 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	15,513	9.5%	14,171	15,513	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	16,552	10.7%	29,119	32,065	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	21,006	0.0%	50,121	53,071	5.9%
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	4,633	-23.5%	56,181	57,704	2.7%
May	479	575	538	616	626	739	599	806	897	800	711	957	923	1,021	10.6%	57,104	58,725	2.8%
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	0	-100.0%	60,343	58,725	-2.7%
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	0	-100.0%	65,417	58,725	-10.2%
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	0	-100.0%	69,541	58,725	-15.6%
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	58,725	-19.0%
October	709	890	994	893	928	926	1,092	882	750	859	1,130	1,305	1,504	0	-100.0%	74,042	58,725	-20.7%
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	58,725	-23.6%
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	58,725	-36.2%

**Taxable Short-Term Lodging Sales - MAY**





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

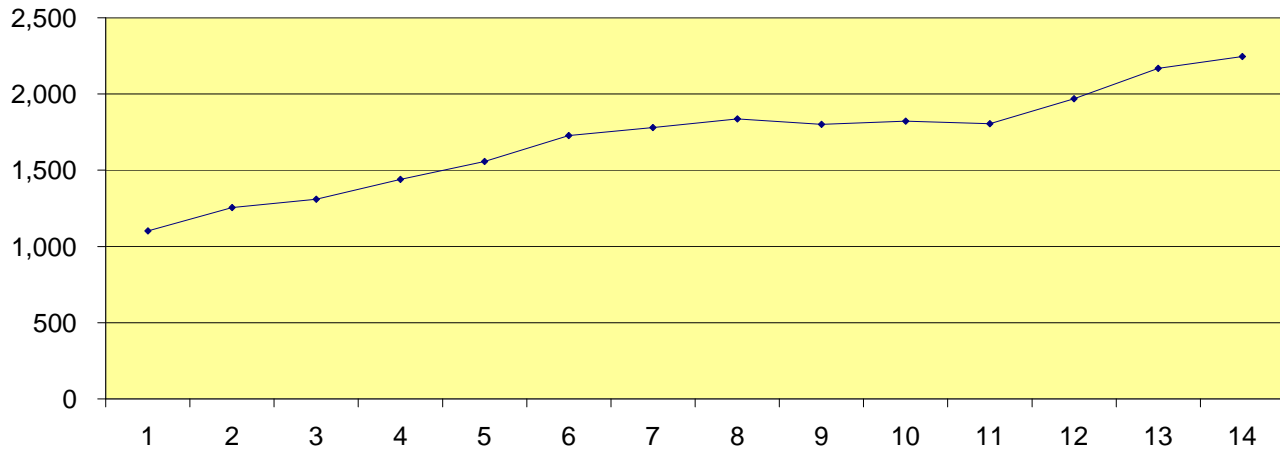
(in Thousands of Dollars)

**Grocery/Liquor Stores**

Month To Date

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Monthly	Actual	Actual	YTD
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	% CHG	2007	2008	% 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	0	-100.0%	22,440	20,394	-9.1%
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	0	-100.0%	26,339	20,394	-22.6%
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	0	-100.0%	30,110	20,394	-32.3%
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	20,394	-38.2%
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	20,394	-42.6%
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	20,394	-46.5%
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	20,394	-55.8%

**Taxable Grocery/Liquor Sales - MAY**



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**

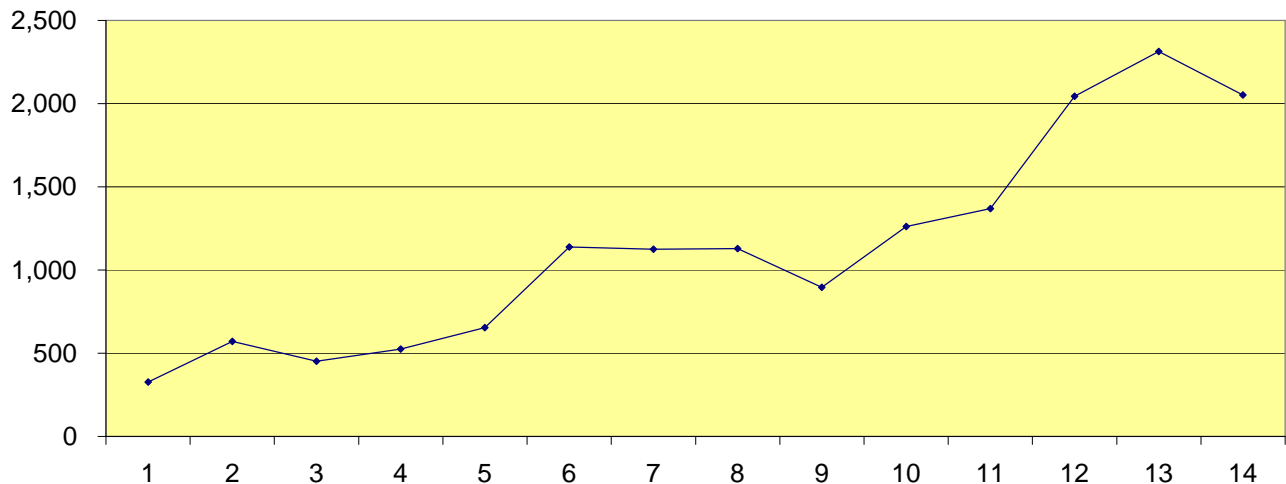
(in Thousands of Dollars)

**Supplies**

Month To Date

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Monthly	Actual	Actual	YTD
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	% CHG	2007	2008	% CHG
January	466	635	676	728	884	1,216	1,527	1,327	1,294	1,574	1,720	2,081	2,876	2,703	-6.0%	2,876	2,703	-6.0%
February	515	499	522	685	1,126	1,170	1,385	1,106	1,197	1,268	1,669	2,029	2,459	2,600	5.7%	5,335	5,303	-0.6%
March	573	712	784	1,055	1,390	1,677	1,558	1,307	1,401	1,630	2,216	2,967	3,156	3,552	12.5%	8,491	8,855	4.3%
April	363	509	525	615	723	946	1,095	1,059	869	1,110	1,359	1,680	1,813	2,325	28.2%	10,304	11,180	8.5%
May	327	571	451	525	654	1,139	1,125	1,128	896	1,261	1,370	2,045	2,314	2,052	-11.3%	12,618	13,232	4.9%
June	476	742	870	1,024	1,400	1,615	1,858	1,455	1,696	1,837	2,083	2,836	3,119	0	-100.0%	15,737	13,232	-15.9%
July	719	746	892	852	1,093	1,333	1,642	1,364	1,380	1,694	2,186	2,872	2,770	0	-100.0%	18,507	13,232	-28.5%
August	836	936	800	1,001	1,314	1,591	1,578	1,217	1,429	1,794	2,211	3,096	3,187	0	-100.0%	21,694	13,232	-39.0%
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	13,232	-46.9%
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	13,232	-53.1%
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	13,232	-57.2%
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	13,232	-61.7%

**Taxable Supplies Sales - MAY**



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

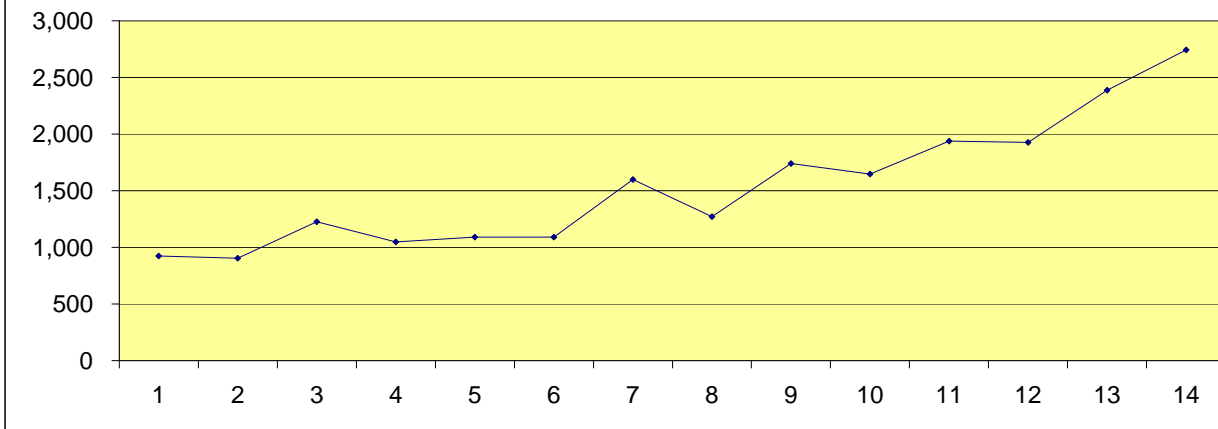
(in Thousands of Dollars)

**Utilities**

Month To Date

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Monthly	Actual	Actual	YTD
	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	% CHG	2007	2008	% CHG
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	3,962	10.3%	3,591	3,962	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	3,761	19.4%	6,740	7,723	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	11,422	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	14,870	14.7%
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	17,612	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	0	-100.0%	17,423	17,612	1.1%
July	778	796	830	913	907	880	1,289	1,147	1,427	1,394	1,663	1,529	1,588	0	-100.0%	19,011	17,612	-7.4%
August	821	844	844	910	913	994	1,336	1,198	1,393	1,408	1,629	1,854	1,621	0	-100.0%	20,632	17,612	-14.6%
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	17,612	-21.5%
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	17,612	-27.5%
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	17,612	-33.7%
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	17,612	-41.0%

**Taxable Utility Sales - MAY**



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



## MEMO

To: Breckenridge Town Council  
From: The Breckenridge Heritage Alliance  
Regarding: Development of a Train Park for Engine #9

Virtually everything (and everybody) that came to Breckenridge between 1884 and 1937 arrived by rail. Reliance on the train for delivery of returning family members, mail, fresh produce and supplies created a relationship with the train that was deep and affectionate. The steam whistle of Engine #9 coming through Rock Cut, heard in Breckenridge a mile away, announced to townsfolk that the train would soon arrive at the depot. Engine #9 pulled the last passenger train over Boreas Pass in 1937. The Town and the Alliance have been working to return #9 to its home in Breckenridge, and based on the on-going negotiations with the Colorado Historical Society, it is anticipated this will occur in late 2008 or early 2009.

To adequately plan for the arrival of the engine, the Breckenridge Heritage Alliance ("The Alliance") is requesting \$30,000 in design monies to plan the railroad park in the North end of the Wellington Lot, complete with shelter, narrow-gauge track, appropriate signage, and landscaping. Having this plan in place will enable the Town to move quickly when Engine #9 becomes available.

Realizing the drawing power of a locomotive situated in downtown Breckenridge, an integral part initially of the bread crumb trail and ultimately, of the gondola lot development/Grand Hotel plan, this request will give us a jump start to having everything in place when Engine #9 returns to Breckenridge.

Phase I as depicted in the preliminary plan enclosed in your packets, utilizes 23 parking places in the north end of the Wellington Lot, but saves the same number in the south end. Given that the displaced parking will be made up within the Gondola Master Plan, the Alliance feels that #9 in this downtown location will be a tremendous amenity and benefit to the community – residents and visitors alike.

*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](http://www.breckheritage.com)

The Breckenridge Town Council allocated \$70,000 in capital expenditures in 2008 for the retrieval and placement of Engine #9. This \$30,000 request for planning/design is part of that initial funding. The remaining monies will be used as follows, with an additional request to be made later in 2008 to provide for completion of the Railroad Park in 2009 to include:

- Shelter, Overhead Canopy
- Narrow Gauge Railroad Track Installation
- Signage
- Paving
- Landscaping

Total: \$170,000 to \$250,000 (includes \$30,000 planning/design)

The current request for \$30,000 will allow for the development of a plan to accommodate #9 when it is returned. The remaining expense (\$140,000 to \$220,000) is the anticipated cost for executing the plan and constructing the park. The Alliance will return to the council this fall to request the construction funds once negotiations with the CHS have been concluded and the return of #9 has been confirmed. The goal is to construct the Park in time for the Breck 150 celebration. The Park as proposed will be able to accommodate either a static or operational locomotive and is consistent with the plans for the locomotive in the Gondola Master Plan. As stated above, \$70,000 of this total was committed in November, 2007.

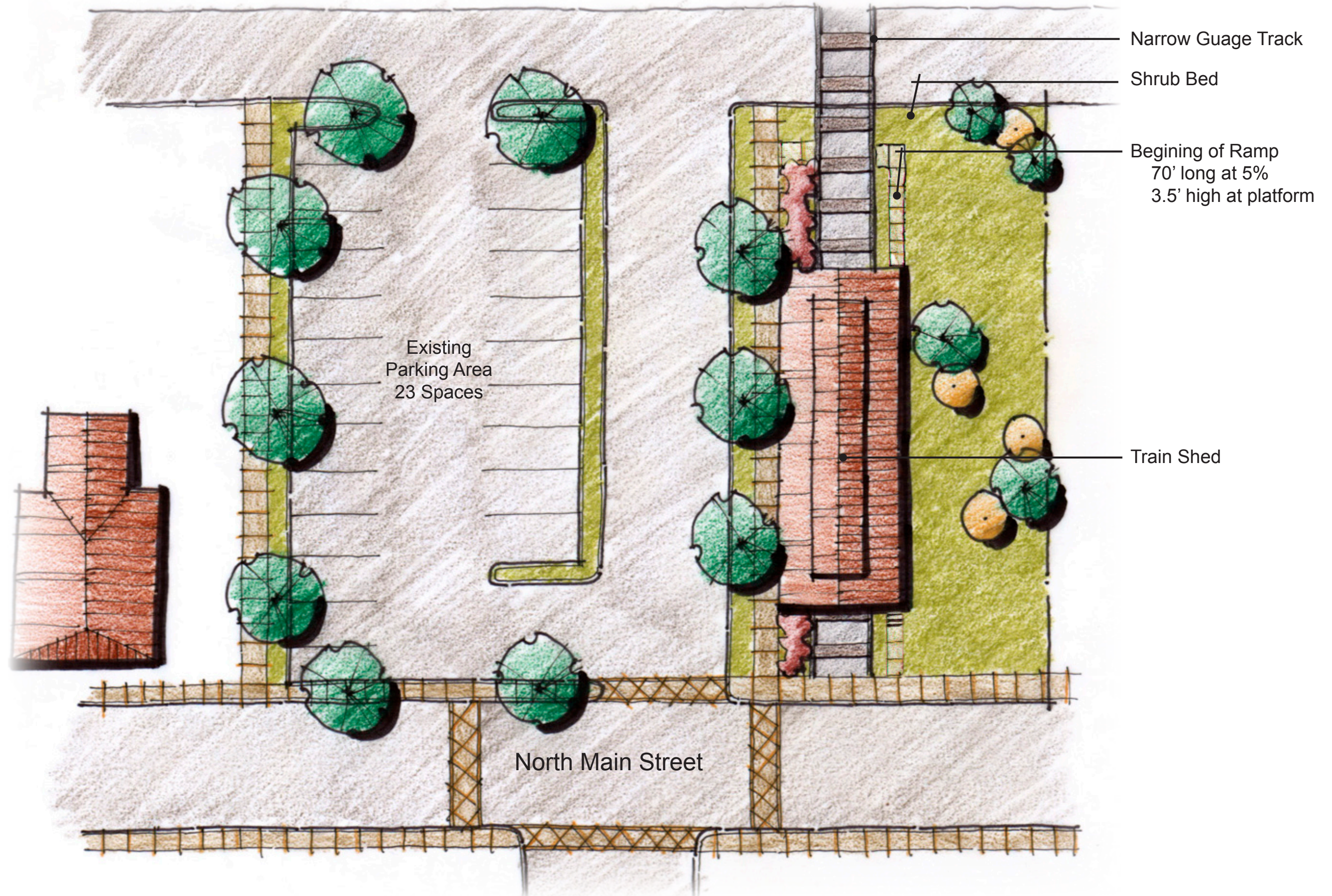
#### Summary:

- At this time the Alliance would like to know if Council supports the location of the train park in the north half of the Wellington Parking lot.
- Additionally, the Alliance would like to know whether the Council supports moving forward with the design of the train park and the expenditure of \$30,000 from the original \$70,000 allocated.
- If all goes well with Engine #9 returning to Breckenridge in a timely manner, does the Council support the allocation of additional funds for construction of the Train Park?

*Moving forward...by looking back.*

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# Breckenridge Locomotive Park Phase 1



# Memo

To: Town Council

From: Julia Puester (Skurski), AICP

Date: July 16 for meeting of July 22, 2008

Re: Home Size Policy Work Session

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## **BACKGROUND**

All uses, both residential and commercial, within the Conservation District have density limitations. Even outside of the Conservation District duplexes, townhouses, hotels, condominiums and all other residential uses have density limitations. All of these uses must purchase Transfer of Development Rights (TDR) certificates in order to exceed the recommended density. Single-family residential uses outside of the Conservation District are the only uses within Town which have unlimited density per the Development Code and are not required to purchase TDRs under any circumstance. This creates a disparity among single-family use outside of the Conservation District and all other uses in Town.

## **DIRECTION**

Summit County is also currently working on an allowable structure size policy at the direction of the BOCC. The county's concern/focus has been that large home sizes create on-site and off-site impacts such as resource sustainability, second homes and additional demand for jobs and workforce housing. The County's approach thus far is to have an allowable structure size of 3,000 square feet (relative to the Sustainable Building Code datum house) and to allow for homes to exceed the datum home size through the purchase of one (or percentages of a) TDR for an additional 3,000 square feet, for a total of 6,000 square feet. To exceed 6,000 square feet, the County Staff had proposed a supplemental affordable housing impact fee of approximately \$10-\$12 per square foot (for square footage over 6,000). The County presented this proposal to the Countywide Planning Commission July 7 and received very little support for the use of TDRs and an impact fee.

Previously, Staff received direction at the September 11, 2007 Council worksession to proceed with researching a home size policy. Since then Staff has taken the idea of a home size policy to the Planning Commission on November 29, 2007 and February 5, 2008 and to Council again on February 12. At those meetings, Staff presented different options to address the issue

including an above ground density cap, a Floor Area Ratio (F.A.R), a relative policy, or TDR program participation.

Council voiced that the concern regarding the increasing number of large homes and potential tear downs was the desire to maintain the character of Town as well as preserve the character of older, established neighborhoods. Council also stated that a TDR approach would not address the character issue and permit an owner a “buy out” option. The Council directed Staff to slow down the process and discuss the topic and concern with Homeowners Associations (HOAs) that may be affected to determine whether there was a desire for such a policy. HOAs affected would be those without platted building or disturbance envelopes, where setbacks are the primary restriction on building placement. These neighborhoods are primarily older, established areas, platted prior to when the requirement of building or disturbance envelopes for subdivisions was codified.

Staff has since been attempting to contact HOAs and in some instances, individual property owners (when there was no HOA in existence) and to ask their opinions on whether they felt their neighborhood character was at risk with potential scrap offs and/or new homes which were larger and out of scale with the existing character of the neighborhood. We also asked if the HOA or homeowner was open to some type of home size policy. Overall, there were mixed reactions for support in establishing a home size policy and Staff has attached comments gathered by HOAs and homeowners to this memo. These communications were conducted by phone conference, personal meetings, and emails. Generally, residents (although not all) which had some interest in finding out more about some type of home size policy were the Weissshorn and Penn Lode. Please refer to comments attached for more detail.

### **AN EXAMPLE- WEISSHORN SUBDIVISION**

For the purpose of displaying an example for this memo, Staff selected the Weissshorn subdivision. The Weissshorn has started to experience additions, tear downs and new construction that is larger than the character of the established neighborhood. Many (however, not all) of the residents from the subdivision present at the meetings held were open to exploring some type of home size policy.

#### **Option 1: Setbacks**

One of the suggestions raised by some Weissshorn property owners was increasing the side yard setback requirements in the subdivision. Increasing side yard setbacks could assist in limiting the size of the structure as well as the appearance of a large home looming over an existing smaller home. After the meetings with the Weissshorn, Staff researched the existing placement of structures and discovered that although the distance separating the structures was great, it did not always correlate to the side yard setback.



For example, two homes may be 100 feet apart, but both may be built into their minimum side yard setback, just opposite from their neighbor, creating the appearance of a large structure separation. Staff believes that a setback increase would render a majority of homes legal nonconforming and not be an effective approach to limiting home size in this case. (Attached is the listing on setbacks in Weissshorn, Filing 1).

### **Option 2: Above Ground Density Cap**

The current average livable floor area for above and below ground area is 2,660 square feet in the Weissshorn (excluding garage). The average garage is 486 square feet. Therefore, the *current average total home size, including garage is 3,147 square feet* (for both filings) in the Weissshorn. This is below the average Breckenridge home size including garage (built between 1998-2006) of 4,521 sq. ft. The largest home in the Weissshorn is 6,997 square feet.

An average home size (unique per subdivision) could be used as a starting point for a home size policy. For instance, one approach could be to allow for a certain percentage above the average home size, 200% for example, of the average home size is permitted. For the Weissshorn, that would result in 6,294 square feet permitted above ground. The permitted amount could include the garage or not. One suggestion from the neighborhood meeting was that there is a 3 car garage limitation in addition to a reasonable above ground square footage limit.

Examples of other communities with maximum cap sizes:

- The Town of Jackson and Teton County both have a cap of 8,000 sq. ft. of heated space/10,000 sq. ft. total.
- Pitkin County requires TDRs for >5,750\* sq. ft. and has a maximum cap of 15,000 sq. ft. (\*the 5,750 sq. ft. number came from a job generation study similar to the Residential Job Study conducted by the Town and later negotiated slightly through the public process).
- Ashland, Oregon has a maximum permitted floor size in the historic district of 3,249 (and utilizes FAR's).
- Snowmass Village has a home size maximum cap at 5,000 square feet.

### **Option 3: F.A.R.**

Addressing a maximum Floor Area Ratio (F.A.R.) for subdivisions without building envelopes is an option. This would directly relate the size of the home to the size of the lot. The Weissshorn has an average F.A.R. of 1:11 and a high F.A.R. of 1:3.6. The F.A.R. limitation would have to be analyzed for what is appropriate for each subdivision.

Examples of communities with F.A.R. restrictions:

- Crested Butte restricts single-family home size to a maximum of 25% of the lot area.
- Ashland, Oregon has a maximum permitted floor size in the historic district of 3,249 and utilized F.A.R.'s.
- Aspen has a sliding F.A.R. scale, and no maximum cap size.
- Minneapolis, MN. The F.A.R. is 0.5 or 2,500 sq. ft. gross floor area, whichever is greater. (Note: There are variances available. Lot sizes are typically small in the city; also dependent on type of structure and zone district).
- Austin, TX. The size limited to the greater of the following: (1) 0.4 to 1 F.A.R.; (2) 2,500 sq. ft.; or (3) 20% more sq. ft. than existing.

Although F.A.R. limits size relative to lot size, it is not as effective when applied to lots of different sizes. For example, if there is an unusually large lot or two lots that are combined, a home built could be a much greater size than the surrounding neighboring homes on typical lot sizes.

#### **Option 4: Self Regulation through HOA Regulations**

The Weisshorn lacks an active HOA with Design Review Standards. However, Staff received comments and had discussions with the Christie Heights HOA and the Highlands Design Review Committee that they have self restricting limitations in their Design Standards for their respective subdivisions. (Note that there are a few lots in the Highlands early filings without building or disturbance envelopes, subject to standard setbacks). Both entities felt that their subdivisions were already protected from uncharacteristic home sizes and have been pleased with the results. Christie Heights forwarded the language in their covenants as follows:

*“All construction in Christie Heights must be on a scale that will maintain the character of our existing residential neighborhood. Buildings must be sized so that they are neither too small nor too large for the lot they will be on, and must be of a size that will complement surrounding homes and lots. In determining size appropriateness, the Design Review Board shall consider both the square footage and the overall visual impact of a construction proposal. **Residences with less than 2750 or more than 4250 square feet of living space will be strongly discouraged.** Houses whose combination of size and overall visual impact are deemed either not large enough or **excessively large relative to the lot, or to adjacent residences, will not be approved.**”-Christie Heights Design Standards (emphasis added).*

This last option would rely on the individual subdivisions to determine the appropriate sizes and self regulate their neighborhood character through their HOA covenants and/or Design Standards. This would leave subdivisions without active HOAs such as the Weisshorn out unless the residents activated their own HOAs. HOAs, being private entities, would be able to decide if they would like to implement a home size regulation in their area or not and what the standard would be. If this was a direction that the Council

desired to go forward with, Staff would be available to provide those HOAs with background data on their subdivisions to assist them in determining their average home size, etc.

## **CONCLUSION**

Should the Council decide to pursue a home size policy, Staff believes that option 2, an above ground density cap, might be the most feasible method for protecting the character of neighborhoods. This option would utilize the average home size of the subdivision and allow for a percentage increase of that average. This would allow for the majority of residents to be able to add on to their homes or build a good sized home yet, still keep sizes to a compatible character.

## **SUMMARY**

This memo is to serve as a guide for the discussion of developing a home size limitation policy. Staff has proposed options to address the concern of preserving community character in relation to large homes.

Staff would like feedback from the Council on the following:

- Would Council like Staff to continue developing the home size policy for specific neighborhoods in Town?
- Which of any of the options outlined does Council prefer?
- Is there other information or suggestions the Council feels would assist in developing the home size policy?

**SUBDIVISION COMMENTS**  
**HOME SIZE POLICY (via in person, phone conference and email)**

**Weisshorn Home Size Meeting**  
 April 23, 2008; 2:00- 3:00 pm

**Contact Information:**

<b><u>Name</u></b>	<b><u>Phone</u></b>	<b><u>Address</u></b>	<b><u>Email</u></b>
Diane Canepa Olson	485-2299		olsonettes@comcast.net
Blake Davis	547-3843	160 Hinterland	blake.davis@efirstbank.com
Jeremy Fischer	453-9547	215 Royal Tiger (PO Box 6364)	Ivanstanley@comcast.net
Karen Fischer	“	“	
Glen Graber	453-1233	116 N. Pine	GGG@colorado.net
Turk Montepare	390-3500	123 N. Pine	turkm@breckrealestate.com
Dick Orwig	453-6009	120 N. Pine PO Box 680	richardorwig@msn.com
Ken Colvin	453-9374	100 S. Goldflake	colvin@colorado.net

**Comments:**

Dick Orwig	Not opposed to a limit.
Turk	FAR different between filing 1 or 2 sliding scale. Not a problem with some type of limit. Highlands should have a type of limitation. Relate to size of lot. Look at setbacks and combined, 25'?
Ken	Do above ground mass.
Jeremy	look at the combined setbacks too, can crowd to 15' up to the side yard. The impact could be more.
Diane	wants some restrictions on size. Don't like Bachelor Gulch; buy 2 lots and build one home.
Jeremy	Wondering how much the Green code will end up limiting? Ken, Yes but possible.
Turk	Could stand to have a limit. Garage limit of 3 bays. 6,500 sq. ft (above ground mass) with 3 car bays. 5500 in F.2.; a few 6000 sq. ft homes

Jeremy

Design in eye of beholder. DRB issues with Highlands' opinions. (Bell's house on Pine?)

**Weisshorn Home Size Meeting**

April 23, 2008; 5:30- 6:30 pm

Weisshorn Sub.

Contact Information:

<b><u>Name</u></b>	<b><u>Phone</u></b>	<b><u>Address</u></b>	<b><u>Email</u></b>
Tim Barlow	453-0817	223 Royal Tiger	timberley4@comcast.net
Paula Stanton	453-2500	306 Wellington	Stanton@colorado.net
Pat Stanton	453-2822	306 Wellington	pstanton@summitappraisals.com
Bob Blass	453-5491	41 Stillson Placer	
Jeff Boyd		222 Royal Tiger	jeffandemily@aol.com
Dick Carleton		225 Royal Tiger	dick@stormrestaurants.com
Jeff Huntley		219 Royal Tiger	jeffh@co.summit.co.us
Peter Joyce		115 Stillson	pete@rockridgebuilding.com

**Comments:**

Tim	examples of FAR scale
Dick C.	likes the 2 different
Bob	setback increases to 25' side, & additional front
Pat	doesn't want the little old houses to stay. Wants to encourage 'smart' growth rather than size restriction
Jeff H.	bldg setback increase. Not opposed.
Pat's husband	setbacks increase
Peter	setback increase will get some nonconforming. Likes FAR- easier.
Pat	lower filing 1 down grade to 2 which is uphill. Y&M upper is like in Weisshorn. Character
Bob	Concerned with lot size prices + home size needed to make it worth up

Tim

6,500 ok

### **Sunbeam Estates**

Gene Baker, DRC  
453-6800

- Square feet min. now
- 2 or 3 vacant lots
- No issue with current setbacks that are in place
- No concern to potential loss of character
- 2500-6000 sq. ft. existing home size

### **Breck South Sub.**

**Breck South:**  
Chuck Roy  
Ray Anderson

Carol Moles  
453-6665  
carolm@breckrealestate.com

- Do not do anything;
- Like the option of building a bigger house.
- Price too much to not be bigger if bought
- Need older houses to be improved
- 2 new houses on street; 1108, 1106 new and big but look nice

### **Estates at Snowy Point**

Karen Contino, DRC  
453-5600

- Does not believe this is a character issue
- The market will regulate itself. Big homes are not selling as well.

### **Christie Heights**

Dave Garrett  
453-4474  
[dgarrett@skicountry.com](mailto:dgarrett@skicountry.com)

- Christie Heights has HOA covenants which allow for the Design Review Board to limit home sizes to protect their neighborhood:  
*“All construction in Christie Heights must be on a scale that will maintain the character of out existing residential neighborhood. Buildings must be sized so that they are neither too small nor too large for the lot they will be on, and must be of a size that will complement surrounding homes and lots. In determining size appropriateness, the Design Review Board shall consider both the square footage and the overall visual impact of a construction proposal. Residences with less than 2750 or more than 4250 square feet of living space will be strongly discouraged. Houses whose combination of size and overall visual impact are deemed either not large enough or excessively large relative to the lot, or to adjacent residences, will not be approved.”*

### **Penn Lode**

Shedd Webster  
 471-2540  
[swebster@coppercolorado.com](mailto:swebster@coppercolorado.com)

- Christie Heights is self-regulated and Penn Lode follows those standards.
- Absolutely supportive of home size limits. Prefers a F.A.R. approach on above ground density. The setbacks between buildings are what makes the difference and protects what Breckenridge is. Also believes that driveway and parking becomes a big issue with large homes and that there should be regulation which requires more inside parking for larger homes.

Fran Novak  
 734-368-2619

- Character of the neighborhoods is a concern. (Has a home under construction which is 5,700 sq. ft. above ground and 3,000 sq. ft. underground). Believes that the design is important to minimize size; the quality of the neighborhood is the most important. HOAs have more control and enforcement ability than the Town.
- However, lots cost a substantial amount of money and you have to be able to build a home that is large enough to make your money back, yet, if your home is in character of the neighborhood, the size will follow. Feels size is best addressed by HOA covenants.

Gary Fitzgerald  
 453-4077  
[garysharonfitz@aol.com](mailto:garysharonfitz@aol.com)

- Believes that the Novak residence was out of character with the neighborhood and voiced this concern at the Planning Commission meeting.
- Would like to see broad language in Town Code which addresses the character of the neighborhood or FAR of the average size home to keep it more in line with what is existing. Christie Heights has a 5,500 sq. ft. limitation.

## Highlands

(A majority of the Highlands Subdivision has platted building or disturbance envelopes. However, there are some lots which do not have envelopes in the older sections).

Michael Houx  
453-6880  
[houx@bhh.com](mailto:houx@bhh.com)

- Highlands Park is already regulated and has a 20 % square footage to lot area restriction and/or 7,000 square foot maximum in the Highlands Design Guidelines, whichever is more restrictive. There may be a few lots in the Highlands Subdivision which have deep lots that may be an issue with disturbance, depending on placement of the structure, however, feels that there should be adequate setbacks in the Design Guidelines.

## EMAILED COMMENTS

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### Warrior's Mark Subdivision-emailed comments

- Home Size policy is not an issue with my family. If someone wants to build a huge home on one or more lots more power to them and us when it comes to home values. I can not believe this is an issue.  
Cayce  
88 Gold King Way
- I am a board member of the Warrior's Mark HOA as well as the owner of three homes in three different neighborhoods within the town limits. I personally am strongly against any town ordinance to limit house sizes for newly built houses, or for additions to existing houses. I feel that the existing limitations (zoning requirements, building height limitations, setback requirements, local limitations imposed in individual neighborhoods by their HOAs/design review boards/covenants/etc.) are sufficiently limiting already and that the free market should allow people who own land in Breckenridge, and who may have owned it for many years, to do with it as they please, given the existing restrictions. Addition of additional restrictions is not fair to these landowners/homeowners. I do not believe that it is right to arbitrarily determine how large of a house someone else should be allowed to build.

Thanks,  
Jim Wilson  
970-333-1612

- Julia: I have just returned to Breckenridge and I am now responding to your email that was circulated. As a past president and current director, I am expressing my personal opinion regarding restriction on home size. I am adamantly opposed in the establishment of any restriction on size of single family



residences, with an exception of the Historic District, for many economic reasons, too numerous to enumerate, and various other reasons which I presume that have not been reviewed. Further, there appears to be no restriction on the large developments (I acknowledge there was an attempt to reduce density, but the size remains the same) on Peak 7, Peak 8, Cucumber Gulch and Main Street Station. Personally, I probably favor the developments. Approximately 8 to 10 years ago, I recommended that the Town should review Main Street, due to my work in Vail, i.e. office restrictions, etc. The Town vehemently opined that the “free market was doing an excellent job and was against” the same. (from my notes at the meeting). Now the Town is reviewing Main Street, and it would be my opinion that it is too late. Next item, a Town official and a Town employee have related that the Town is now prohibiting “fences” in residential areas, of course, with an exception for the Wellington neighborhood. This would appear to be overt discrimination against neighborhoods like Warrior’s Mark whereas; Wellington always obtains its requests. Kem W. Swarts.

- As a WMW board member, I am opposed to any restrictions on home size and have absolute polar opposite opinion to Rick Hague's opinion stated below. I believe in full democracy, do not feel "developer" is a bad name, and strongly feel that a person should be able to achieve whatever he/she can afford and want out of life, and what supply and demand dictate. I strongly oppose artificial restrictions on the property rights of individuals based on other people's philosophies.

Property rights are one of the most precious rights we have as Americans. If a person can afford to purchase two lots to build one large, beautiful home that suits his/her family, and fulfills the American dream made achievable by a lifetime of hard work, I do not believe that someone else has the right to restrict such personal preferences of another, so long as zoning regulations are met (e.g. no nuisances).

If folks are building a pig sty in the middle of a nice residential neighborhood, then zoning laws can restrict such use. But to limit size? No. Life, liberty and the pursuit of happiness are threshold rights of Americans. If a large home makes someone happy, and they have worked hard to achieve their idea of the American dream, then so be it. If a lesser home is the goal, then so be that objective also. Artificial restrictions based on a neighbor's idea of what is right, is a material violation of an individual's property rights, which is foundational to democracy.

I oppose restrictions of size, whether as to large or to small.

Dee Phelps

- We have no problem with any potential home size. I am a firm believer in supply and demand and the capitalist system. Dee Phelps and Bernie Wieland, Board members

- Sorry to have taken so long to answer your request for input on the home size issue but have been away from Breck and involved in other things.

In summary, I would firmly support some type of restriction related to home size in relation to both lot size and neighborhood character. While I am no fan of government regulation or control and generally favor the action of the marketplace to regulate itself, I also believe that there are certain instances where the marketplace does not provide the best, or an adequate amount of, control. This is one of them. There needs to be an effective mechanism to protect the immediate public interest against the uncaring and greed-driven actions of developers and certain segments of the real estate community. Breckenridge is rife with examples of the excesses that can be foisted upon the community by those interested primarily in their own personal gain and/or comfort without regard to the stress it puts on Town resources or character.

As we approach build-out, this will become more and more of a problem as developers and others turn to our older neighborhoods where values may be relatively low, teardowns may make business, but not necessarily social, sense, and residential neighborhoods are ruined by out-sized homes with all of the attendant secondary effects on the Town that your memo noted.

This is, of course, my personal opinion and in no way reflects that of the Warriors Mark HOA. I also think this would be an excellent issue to bring before BEDAC for their discussion and recommendation to Town Council. This "home" issue is similar in scope to the Main Street street-level use restriction discussion we had last year, in my opinion.

Regards,

Rick Hague

- Julia, one of the factors for Warrior's Mark annexation vote was to slow the development of large duplex homes on the remaining small duplex lots. The town lot line set backs and duplex size restrictions were very helpful in halting the duplex surge but did nothing about the very large out of character houses. I suggest a sliding ratio of house size to lot size. With this approach a one acre lot could not have a house three times the size of a home on a third of an acre. The ratio range could be calculated from the ratios of the homes in the neighborhood and no new home could exceed the largest home already existing in the neighborhood. This data is readily available from the tax files. Exceptions should have some tax penalty or contribution to open space, etc. This is very interesting!  
Bryan Whitcomb

**Weisshorn Subdivision-via email**

- Regarding your proposed home size policy, I think the lot size should drive the house size. Examples of poor zoning management are the Sunbeam Estates and Boulder Ridge neighborhoods because the homes built there are too large for the small lots and appear aesthetically out of character and grotesquely out of proportion. Conversely, in the Weisshorn, the lots are larger with minimum .6 acres which can easily accommodate larger homes that still look proportional to the lot and in character with the environmental surroundings. If the Town intends to solve this problem fairly and maintain the visual integrity of the in-town neighborhoods, they should simply assign floor area ratios establishing maximum square footages per acre e.g. 5000sf of house on .5 acre of land, which would equate to approximately 1:4 F.A.R. That way all neighborhoods old and new would be subject to the same density requirements and large lots would have larger homes than small lots. Supply and demand would dictate market value accordingly.

Respectfully submitted,  
Kim McGahey  
216 N. Gold Flake Terrace

- Julia - Thanks for your time and effort to get this out to the owners. I wish I had more time to spend on it but the Weisshorn has grown into a very valuable and desirable neighborhood based primarily on its close location to Town. I remember when the first homes went up in the mid to late '60's, they were all A-frames and small chalets. There are a few left now, or at least a few remnants. There aren't many people up there who haven't added on at some time (me - twice; Reggie Gray scraped his house; Scott Yule - once; Orwig - twice, I could go on). The scale of size and volume has obviously grown and not only because most of us up there are full-timers, but because the land values have outstripped the percentage of land to selling price. As you know there are some very impressive homes at the south end of the Weisshorn (Goldflake Subd) and their size (5000 square feet circa) may be starting to max out the scale of the neighborhood. But even with this, there is no threat to the enjoyment of the neighborhood. That whole area was just woods when I moved here and it offered a great retreat and green belt for those of us nearby. Naturally, we didn't care for the growth but we respected the owners rights to use the property in conformance with the Town's regulations. We now see many more foxes than we ever did and sadly, we see many more crows and fewer songbirds and rabbits than we ever did. There were two deer in the yard last fall but we never saw them 35 years ago. I hear the coyotes singing out by the Wellington neighborhood and didn't hear them in 1972. We have bears and moose now - never saw them 35 years ago. Maybe this is a short term enjoyment but wildlife doesn't seem to have been too deterred from living in the Weisshorn.

Tearing down and rebuilding makes sense. Besides an increase in value for everyone in the area, it shows pride and confidence in the Town. It eliminates a lot of exterior clutter and offers a slightly more comfortable life style. Yes, it impacts staffing, utilities and town services but those costs will run to some

degree with any size of house in any neighborhood. With just a cursory glance at your new building regulations and "green" incentives, it seems you might have taken care of the building of large homes anywhere around here.

A thought for the future, but too late for the Weisshorn, is to eliminate the half-acre lot as a standard for platting acceptance. The Highlands averages an acre or so in size and offers space and privacy for the dwellers even with large homes. Lot prices there are approaching \$1,000,000 per. Steep ground, unsightly gulleys, naturally incompatible geophysical sites should be incorporated in a plat as green belt or unusable parts of a more sizable lot. Financially impractical, but large lots are prized and envied by all but may not offer more vegetation and wildlife. The culture in this town is dynamic and the Weisshorn is no stranger to change. I doubt that any limits imposed by the Town would be welcome nor needed.

Respectfully,

Bob Girvin

filing	block	lot	legal1	house	name	suff	acres	SQ FT	sfla	garage_siz	Total Structure	F.A.R.
1	0	A	LOT A WEISSHORN SUB # 1	106	HARRIS	ST	0.10 AC	4,356 SF	1,834 SF	383 SF	2,217 SF	1: 1.96 F.A.R.
1	1	1	LOT 1 BLOCK 1 WEISSHORN SUB # 1	310	FRENCH	ST	0.74 AC	32,234 SF	0 SF	0 SF	0 SF	
1	1	2	LOT 2 BLOCK 1 WEISSHORN SUB # 1	203	BRIAR ROSE	LN	0.69 AC	30,056 SF	1,127 SF	0 SF	1,127 SF	1: 26.67 F.A.R.
1	1	3	LOT 3 BLOCK 1 WEISSHORN SUB # 1	205	BRIAR ROSE	LN	0.69 AC	30,056 SF	2,632 SF	0 SF	2,632 SF	1: 11.42 F.A.R.
1	1	4	LOT 4 BLOCK 1 WEISSHORN SUB # 1	207	BRIAR ROSE	LN	0.69 AC	30,144 SF	4,618 SF	676 SF	5,294 SF	1: 5.69 F.A.R.
1	1	5	LOT 5 BLOCK 1 WEISSHORN SUB # 1	209	BRIAR ROSE	LN	0.69 AC	30,144 SF	3,574 SF	828 SF	4,402 SF	1: 6.85 F.A.R.
1	1	6	LOT 6 BLOCK 1 WEISSHORN SUB # 1	211	BRIAR ROSE	LN	0.54 AC	23,522 SF	1,986 SF	576 SF	2,562 SF	1: 9.18 F.A.R.
1	1	7	LOT 7 BLOCK 1 WEISSHORN SUB # 1	213	BRIAR ROSE	LN	0.57 AC	25,003 SF	3,920 SF	420 SF	4,340 SF	1: 5.76 F.A.R.
1	1	8	LOT 8 BLOCK 1 WEISSHORN SUB # 1	215	BRIAR ROSE	LN	0.57 AC	24,655 SF	3,472 SF	650 SF	4,122 SF	1: 5.98 F.A.R.
1	1	9	LOT 9 BLOCK 1 WEISSHORN SUB # 1	217	BRIAR ROSE	LN	0.60 AC	26,136 SF	2,139 SF	500 SF	2,639 SF	1: 9.90 F.A.R.
1	2	1	LOT 1 BLOCK 2 WEISSHORN SUB # 1	220	BRIAR ROSE	LN	0.79 AC	34,282 SF	1,182 SF	0 SF	1,182 SF	1: 29.00 F.A.R.
1	2	2	LOT 2 BLOCK 2 WEISSHORN SUB # 1	218	BRIAR ROSE	LN	0.45 AC	19,602 SF	4,421 SF	1,790 SF	6,211 SF	1: 3.16 F.A.R.
1	2	3	LOT 3 BLOCK 2 WEISSHORN SUB # 1	216	BRIAR ROSE	LN	0.56 AC	24,394 SF	3,518 SF	624 SF	4,142 SF	1: 5.89 F.A.R.
1	2	4	LOT 4 BLOCK 2 WEISSHORN SUB # 1	214	BRIAR ROSE	LN	0.59 AC	25,700 SF	2,569 SF	460 SF	3,029 SF	1: 8.48 F.A.R.
1	2	5	LOT 5 BLOCK 2 WEISSHORN SUB # 1	212	BRIAR ROSE	LN	0.82 AC	35,719 SF	1,696 SF	288 SF	1,984 SF	1: 18.00 F.A.R.
1	2	6	LOT 6 BLOCK 2 WEISSHORN SUB # 1	210	BRIAR ROSE	LN	0.70 AC	30,492 SF	3,870 SF	888 SF	4,758 SF	1: 6.41 F.A.R.
1	2	7	LOT 7 BLOCK 2 WEISSHORN SUB # 1	208	BRIAR ROSE	LN	0.61 AC	26,572 SF	0 SF	0 SF	0 SF	
1	2	8	LOT 8 BLOCK 2 WEISSHORN SUB # 1	206	BRIAR ROSE	LN	0.56 AC	24,394 SF	2,439 SF	0 SF	2,439 SF	1: 10.00 F.A.R.
1	2	9	LOT 9 BLOCK 2 WEISSHORN SUB # 1	204	BRIAR ROSE	LN	0.46 AC	20,038 SF	832 SF	0 SF	832 SF	1: 24.08 F.A.R.
1	2	10	LOT 10 BLOCK 2 WEISSHORN SUB # 1	200	BRIAR ROSE	LN	0.63 AC	27,443 SF	4,485 SF	594 SF	5,079 SF	1: 5.40 F.A.R.
1	2	11	LOT 11 BLOCK 2 WEISSHORN SUB # 1	203	WELLINGTON	RD	0.58 AC	25,265 SF	3,932 SF	1,136 SF	5,068 SF	1: 4.99 F.A.R.
1	2	12	LOT 12 BLOCK 2 WEISSHORN SUB # 1	205	WELLINGTON	RD	0.63 AC	27,443 SF	1,290 SF	0 SF	1,290 SF	1: 21.27 F.A.R.
1	2	13	LOT 13 BLOCK 2 WEISSHORN SUB # 1	209	WELLINGTON	RD	0.69 AC	30,056 SF	4,237 SF	624 SF	4,861 SF	1: 6.18 F.A.R.
1	2	14	LOT 14 BLOCK 2 WEISSHORN SUB # 1	215	WELLINGTON	RD	0.68 AC	29,621 SF	3,324 SF	483 SF	3,807 SF	1: 7.78 F.A.R.
1	2	15	LOT 15 BLOCK 2 WEISSHORN SUB # 1	217	WELLINGTON	RD	0.65 AC	28,314 SF	1,392 SF	0 SF	1,392 SF	1: 20.34 F.A.R.
1	2	16	LOT 16 BLOCK 2 WEISSHORN SUB # 1	207	GOLD FLAKE	TER	0.92 AC	40,075 SF	2,160 SF	0 SF	2,160 SF	1: 18.55 F.A.R.
1	2	17	LOT 17 BLOCK 2 WEISSHORN SUB # 1	211	GOLD FLAKE	TER	0.91 AC	39,640 SF	3,409 SF	595 SF	4,004 SF	1: 9.90 F.A.R.
1	2	18	LOT 18 BLOCK 2 WEISSHORN SUB # 1	215	GOLD FLAKE	TER	0.78 AC	33,977 SF	3,278 SF	552 SF	3,830 SF	1: 8.87 F.A.R.
1	2	19	LOT 19 BLOCK 2 WEISSHORN SUB # 1	219	GOLD FLAKE	TER	0.59 AC	25,700 SF	3,814 SF	704 SF	4,518 SF	1: 5.69 F.A.R.
1	2	20	LOT 20 BLOCK 2 WEISSHORN SUB # 1	223	GOLD FLAKE	TER	1.03 AC	44,867 SF	720 SF	0 SF	720 SF	1: 62.32 F.A.R.
1	2	21	LOT 21 BLOCK 2 WEISSHORN SUB # 1	227	GOLD FLAKE	TER	0.85 AC	37,026 SF	6,010 SF	987 SF	6,997 SF	1: 5.29 F.A.R.
1	2	22	LOT 22 BLOCK 2 WEISSHORN SUB # 1	305	ROYAL TIGER	RD	2.65 AC	115,434 SF	5,881 SF	989 SF	6,870 SF	1: 16.80 F.A.R.
1	3	1	LOT 1 BLOCK 3 WEISSHORN SUB # 1	201	ROYAL TIGER	RD	0.61 AC	26,572 SF	4,286 SF	704 SF	4,990 SF	1: 5.32 F.A.R.
1	3	2	LOT 2 BLOCK 3 WEISSHORN SUB # 1	207	ROYAL TIGER	RD	0.55 AC	23,958 SF	1,997 SF	357 SF	2,354 SF	1: 10.18 F.A.R.
1	3	3	LOT 3 BLOCK 3 WEISSHORN SUB # 1	211	ROYAL TIGER	RD	0.55 AC	23,958 SF	1,536 SF	440 SF	1,976 SF	1: 12.12 F.A.R.
1	3	4	LOT 4 BLOCK 3 WEISSHORN SUB # 1	215	ROYAL TIGER	RD	0.55 AC	23,958 SF	2,195 SF	624 SF	2,819 SF	1: 8.50 F.A.R.
1	3	5	LOT 5 BLOCK 3 WEISSHORN SUB # 1	219	ROYAL TIGER	RD	0.53 AC	23,087 SF	3,044 SF	896 SF	3,940 SF	1: 5.86 F.A.R.
1	3	6	LOT 6 BLOCK 3 WEISSHORN SUB # 1	223	ROYAL TIGER	RD	0.51 AC	22,216 SF	2,694 SF	832 SF	3,526 SF	1: 3.60 F.A.R.
1	3	7	LOT 7 BLOCK 3 WEISSHORN SUB # 1	225	ROYAL TIGER	RD	0.64 AC	27,878 SF	5,141 SF	1,108 SF	6,249 SF	1: 4.46 F.A.R.
1	3	8	LOT 8 BLOCK 3 WEISSHORN SUB # 1	224	GOLD FLAKE	TER	0.57 AC	24,829 SF	4,859 SF	1,038 SF	5,897 SF	1: 4.21 F.A.R.
1	3	9	LOT 9 BLOCK 3 WEISSHORN SUB # 1	220	GOLD FLAKE	TER	0.62 AC	27,007 SF	2,244 SF	552 SF	2,796 SF	1: 9.66 F.A.R.
1	3	10	LOT 10 BLOCK 3 WEISSHORN SUB # 1	216	GOLD FLAKE	TER	0.64 AC	27,878 SF	2,413 SF	192 SF	2,605 SF	1: 10.70 F.A.R.
1	3	11	LOT 11 BLOCK 3 WEISSHORN SUB # 1	212	GOLD FLAKE	TER	0.64 AC	27,878 SF	3,572 SF	1,036 SF	4,608 SF	1: 6.05 F.A.R.
1	3	12	LOT 12 BLOCK 3 WEISSHORN SUB # 1	208	GOLD FLAKE	TER	0.64 AC	27,878 SF	836 SF	0 SF	836 SF	1: 33.35 F.A.R.
1	3	13	LOT 13 BLOCK 3 WEISSHORN SUB # 1	303	WELLINGTON	RD	0.75 AC	32,670 SF	3,740 SF	484 SF	4,224 SF	1: 7.73 F.A.R.
1	4	1	LOT 1 BLOCK 4 WEISSHORN SUB # 1	201	MORNING STAR	DR	0.69 AC	30,056 SF	2,944 SF	648 SF	3,592 SF	1: 3.77 F.A.R.
1	4	2	LOT 2 BLOCK 4 WEISSHORN SUB # 1	207	MORNING STAR	DR	0.69 AC	30,056 SF	672 SF	0 SF	672 SF	1: 44.73 F.A.R.
1	4	3	LOT 3 BLOCK 4 WEISSHORN SUB # 1	211	MORNING STAR	DR	0.69 AC	30,056 SF	3,144 SF	801 SF	3,945 SF	1: 7.62 F.A.R.
1	4	4	LOT 4 BLOCK 4 WEISSHORN SUB # 1	213	MORNING STAR	DR	0.65 AC	28,314 SF	1,846 SF	672 SF	2,518 SF	1: 11.24 F.A.R.
1	4	5	LOT 5 BLOCK 4 WEISSHORN SUB # 1	219	MORNING STAR	DR	0.74 AC	32,104 SF	4,421 SF	692 SF	5,113 SF	1: 6.28 F.A.R.
1	4	6	LOT 6 BLOCK 4 WEISSHORN SUB # 1	222	ROYAL TIGER	RD	0.68 AC	29,621 SF	3,690 SF	513 SF	4,203 SF	1: 7.05 F.A.R.
1	4	7	LOT 7 BLOCK 4 WEISSHORN SUB # 1	220	ROYAL TIGER	RD	0.66 AC	28,750 SF	1,316 SF	0 SF	1,316 SF	1: 21.85 F.A.R.
1	4	8	LOT 8 BLOCK 4 WEISSHORN SUB # 1	214	ROYAL TIGER	RD	0.65 AC	28,314 SF	1,008 SF	0 SF	1,008 SF	1: 28.09 F.A.R.
1	4	10	LOT 10 BLOCK 4 WEISSHORN SUB # 1	206	ROYAL TIGER	RD	0.82 AC	35,719 SF	2,303 SF	598 SF	2,901 SF	1: 12.31 F.A.R.
1	4	11	LOT 11 BLOCK 4 WEISSHORN SUB # 1	200	ROYAL TIGER	RD	0.54 AC	23,522 SF	3,303 SF	484 SF	3,787 SF	1: 6.21 F.A.R.
1	5	1	LOT 1 BLOCK 5 WEISSHORN SUB # 1	200	MORNING STAR	DR	0.82 AC	35,719 SF	3,334 SF	1,068 SF	4,402 SF	1: 8.11 F.A.R.
1	5	2	LOT 2 BLOCK 5 WEISSHORN SUB # 1	206	MORNING STAR	DR	0.66 AC	28,750 SF	762 SF	0 SF	762 SF	1: 37.73 F.A.R.
1	5	3	LOT 3 BLOCK 5 WEISSHORN SUB # 1	210	MORNING STAR	DR	0.66 AC	28,750 SF	1,544 SF	0 SF	1,544 SF	1: 18.62 F.A.R.
1	5	4	LOT 4 BLOCK 5 WEISSHORN SUB # 1	214	MORNING STAR	DR	0.68 AC	29,621 SF	1,572 SF	636 SF	2,208 SF	1: 13.42 F.A.R.
1	5	5	LOT 5 BLOCK 5 WEISSHORN SUB # 1	218	MORNING STAR	DR	0.78 AC	33,977 SF	2,280 SF	600 SF	2,880 SF	1: 11.80 F.A.R.
1	5	6	LOT 6 BLOCK 5 WEISSHORN SUB # 1	222	MORNING STAR	DR	0.82 AC	35,719 SF	0 SF	0 SF	0 SF	
1	5	7	LOT 7 BLOCK 5 WEISSHORN SUB # 1	226	MORNING STAR	DR	1.38 AC	60,113 SF	1,543 SF	0 SF	1,543 SF	1: 38.96 F.A.R.
1	5	8	LOT 8 BLOCK 5 WEISSHORN SUB # 1	232	MORNING STAR	DR	0.76 AC	33,106 SF	2,066 SF	704 SF	2,770 SF	1: 11.95 F.A.R.
1	5	9	LOT 9 BLOCK 5 WEISSHORN SUB # 1	306	ROYAL TIGER	RD	0.69 AC	30,056 SF	2,448 SF	0 SF	2,448 SF	1: 12.28 F.A.R.
1	6	1	LOT 1 BLOCK 6 WEISSHORN SUB # 1	400	WELLINGTON	RD	0.68 AC	29,621 SF	3,350 SF	576 SF	3,926 SF	1: 7.54 F.A.R.
1	6	2	LOT 2 BLOCK 6 WEISSHORN SUB # 1	402	WELLINGTON	RD	0.76 AC	33,106 SF	2,370 SF	1,017 SF	3,387 SF	1: 9.77 F.A.R.
1	7	1	LOT 1 BLOCK 7 WEISSHORN SUB # 1	300	WELLINGTON	RD	0.78 AC	33,977 SF	1,392 SF	240 SF	1,632 SF	1: 20.82 F.A.R.
1	7	2	LOT 2 BLOCK 7 WEISSHORN SUB # 1	306	WELLINGTON	RD	0.62 AC	27,007 SF	2,721 SF	528 SF	3,249 SF	1: 8.31 F.A.R.
1	8	1	LOT 1 BLOCK 8 WEISSHORN SUB # 1	106	HIGH	ST	0.51 AC	22,067 SF	4,911 SF	700 SF	5,611 SF	1: 3.93 F.A.R.
1	8	2	LOT 2 BLOCK 8 WEISSHORN SUB # 1	110	HIGH	ST	0.48 AC	20,870 SF	4,353 SF	920 SF	5,273 SF	1: 3.96 F.A.R.
1	8	3	LOT 3 BLOCK 8 WEISSHORN SUB # 1	114	HIGH	ST	0.52 AC	22,577 SF	3,902 SF	480 SF	4,382 SF	1: 5.15 F.A.R.
1	8	4	LOT 4 BLOCK 8 WEISSHORN SUB # 1	204	WELLINGTON	RD	0.58 AC	25,265 SF	1,368 SF	528 SF	1,896 SF	1: 13.33 F.A.R.
1	8	5	LOT 5 BLOCK 8 WEISSHORN SUB # 1	206	WELLINGTON	RD	0.57 AC	24,829 SF	2,408 SF	624 SF	3,032 SF	1: 8.19 F.A.R.
1	8	6	LOT 6 BLOCK 8 WEISSHORN SUB # 1	212	WELLINGTON	RD	0.53 AC	23,087 SF	2,968 SF	576 SF	3,544 SF	1: 6.51 F.A.R.
1	8	7	LOT 7 BLOCK 8 WEISSHORN SUB # 1	214	WELLINGTON	RD	0.56 AC	24,394 SF	3,086 SF	864 SF	3,950 SF	1: 6.18 F.A.R.
2	9	1	LOT 1 BLOCK 9 WEISSHORN SUB # 2	125	GOLD FLAKE	TER	0.60 AC	26,136 SF	5,352 SF	576 SF	5,928 SF	1: 4.41 F.A.R.
2	9	2	LOT 2 BLOCK 9 WEISSHORN SUB # 2	123	GOLD FLAKE	TER	0.62 AC	27,007 SF	1,664 SF	400 SF	2,064 SF	1: 13.08 F.A.R.
2	9	3	LOT 3 BLOCK 9 WEISSHORN SUB # 2	113	GOLD FLAKE	TER	0.68 AC	29,621 SF	3,936 SF	636 SF	4,572 SF	1: 6.48 F.A.R.
2	9	4	LOT 4 BLOCK 9 WEISSHORN SUB # 2	111	GOLD FLAKE	TER	0.71 AC	30,928 SF	3,174 SF	728 SF	3,902 SF	1: 7.93 F.A.R.
2	9	5	LOT 5 BLOCK 9 WEISSHORN SUB # 2	107	GOLD FLAKE	TER	0.72 AC	31,363 SF	4,351 SF	576 SF	4,927 SF	1: 6.37 F.A.R.
2	9	6	LOT 6 BLOCK 9 WEISSHORN SUB # 2	105	GOLD FLAKE	TER	0.71 AC	30,928 SF	2,296 SF	0 SF	2,296 SF	1: 13.47 F.A.R.
2	9	7	LOT 7 BLOCK 9 WEISSHORN SUB # 2	103	GOLD FLAKE	TER	0.70 AC	30,492 SF	3,540 SF	312 SF	3,852 SF	1: 7.92 F.A.R.
2	10	1	LOT 1 BLOCK 10 WEISSHORN SUB # 2	143	ROYAL TIGER	RD	0.69 AC	30,056 SF	1,790 SF	504 SF	2,294 SF	1: 13.10 F.A.R.

2	10	2	LOT 2 BLOCK 10 WEISSHORN SUB # 2	131	PINE	ST	0.58 AC	25,265 SF	3,755 SF	684 SF	4,439 SF	1: 5.69 F.A.R.
2	10	3	LOT 3 BLOCK 10 WEISSHORN SUB # 2	127	PINE	ST	0.42 AC	18,295 SF	3,063 SF	450 SF	3,513 SF	1: 5.21 F.A.R.
2	10	4	LOT 4 BLOCK 10 WEISSHORN SUB # 2	123	PINE	ST	0.41 AC	17,860 SF	4,642 SF	896 SF	5,538 SF	1: 3.22 F.A.R.
2	10	5	LOT 5 BLOCK 10 WEISSHORN SUB # 2	119	PINE	ST	0.41 AC	17,860 SF	1,200 SF	576 SF	1,776 SF	1: 10.06 F.A.R.
2	10	6	LOT 6 BLOCK 10 WEISSHORN SUB # 2	115	PINE	ST	0.41 AC	17,860 SF	4,344 SF	780 SF	5,124 SF	1: 3.49 F.A.R.
2	10	7	LOT 7 BLOCK 10 WEISSHORN SUB # 2	111	PINE	ST	0.41 AC	17,860 SF	3,558 SF	1,019 SF	4,577 SF	1: 3.90 F.A.R.
2	10	8	LOT 8 BLOCK 10 WEISSHORN SUB # 2	107	PINE	ST	0.41 AC	17,860 SF	1,920 SF	720 SF	2,640 SF	1: 6.77 F.A.R.
2	10	9	LOT 9 BLOCK 10 WEISSHORN SUB # 2	103	PINE	ST	0.44 AC	19,166 SF	676 SF	0 SF	676 SF	1: 28.35 F.A.R.
2	10	10	LOT 10 BLOCK 10 WEISSHORN SUB # 2	104	GOLD FLAKE	TER	0.44 AC	19,166 SF	1,809 SF	528 SF	2,337 SF	1: 8.20 F.A.R.
2	10	11	LOT 11 BLOCK 10 WEISSHORN SUB # 2	106	GOLD FLAKE	TER	0.38 AC	16,553 SF	870 SF	0 SF	870 SF	1: 19.03 F.A.R.
2	10	12	LOT 12 BLOCK 10 WEISSHORN SUB # 2	108	GOLD FLAKE	TER	0.37 AC	16,117 SF	2,170 SF	0 SF	2,170 SF	1: 7.43 F.A.R.
2	10	13	LOT 13 BLOCK 10 WEISSHORN SUB # 2	112	GOLD FLAKE	TER	0.38 AC	16,553 SF	1,526 SF	0 SF	1,526 SF	1: 10.85 F.A.R.
2	10	14	LOT 14 BLOCK 10 WEISSHORN SUB # 2	114	GOLD FLAKE	TER	0.38 AC	16,553 SF	3,957 SF	836 SF	4,793 SF	1: 3.45 F.A.R.
2	10	15	LOT 15 BLOCK 10 WEISSHORN SUB # 2	122	GOLD FLAKE	TER	0.38 AC	16,553 SF	2,480 SF	432 SF	2,912 SF	1: 5.68 F.A.R.
2	10	16	LOT 16 BLOCK 10 WEISSHORN SUB # 2	124	GOLD FLAKE	TER	0.46 AC	20,038 SF	3,235 SF	1,336 SF	4,571 SF	1: 3.38 F.A.R.
2	10	17	LOT 17 BLOCK 10 WEISSHORN SUB # 2	128	GOLD FLAKE	TER	0.67 AC	29,185 SF	1,900 SF	336 SF	2,236 SF	1: 13.05 F.A.R.
2	11	1	LOT 1 BLOCK 11 WEISSHORN SUB # 2	130	PINE	ST	0.46 AC	20,038 SF	2,528 SF	0 SF	2,528 SF	1: 7.93 F.A.R.
2	11	2	LOT 2 BLOCK 11 WEISSHORN SUB # 2	125	ROYAL TIGER	RD	0.73 AC	31,799 SF	4,299 SF	1,103 SF	5,402 SF	1: 8.99 F.A.R.
2	11	3	LOT 3 BLOCK 11 WEISSHORN SUB # 2	121	ROYAL TIGER	RD	0.50 AC	21,780 SF	2,726 SF	0 SF	2,726 SF	1: 7.99 F.A.R.
2	11	4	LOT 4 BLOCK 11 WEISSHORN SUB # 2	119	ROYAL TIGER	RD	0.50 AC	21,780 SF	2,216 SF	260 SF	2,476 SF	1: 8.80 F.A.R.
2	11	5	LOT 5 BLOCK 11 WEISSHORN SUB # 2	113	ROYAL TIGER	RD	0.50 AC	21,780 SF	1,992 SF	0 SF	1,992 SF	1: 10.93 F.A.R.
2	11	6	LOT 6 BLOCK 11 WEISSHORN SUB # 2	111	ROYAL TIGER	RD	0.50 AC	21,780 SF	4,333 SF	715 SF	5,048 SF	1: 6.31 F.A.R.
2	11	7	LOT 7 BLOCK 11 WEISSHORN SUB # 2	107	ROYAL TIGER	RD	0.52 AC	22,651 SF	2,322 SF	594 SF	2,916 SF	1: 7.77 F.A.R.
2	11	8	LOT 8 BLOCK 11 WEISSHORN SUB # 2	101	ROYAL TIGER	RD	0.76 AC	33,106 SF	3,533 SF	559 SF	4,092 SF	1: 8.09 F.A.R.
2	11	9	LOT 9 BLOCK 11 WEISSHORN SUB # 2	108	PINE	ST	0.51 AC	22,216 SF	3,642 SF	624 SF	4,266 SF	1: 5.21 F.A.R.
2	11	10	LOT 10 BLOCK 11 WEISSHORN SUB # 2	112	PINE	ST	0.51 AC	22,216 SF	2,972 SF	644 SF	3,616 SF	1: 6.14 F.A.R.
2	11	11	LOT 11 BLOCK 11 WEISSHORN SUB # 2	116	PINE	ST	0.51 AC	22,216 SF	3,168 SF	780 SF	3,948 SF	1: 5.63 F.A.R.
2	11	12	LOT 12 BLOCK 11 WEISSHORN SUB # 2	120	PINE	ST	0.51 AC	22,216 SF	2,182 SF	1,144 SF	3,326 SF	1: 6.68 F.A.R.
2	11	13	LOT 13 BLOCK 11 WEISSHORN SUB # 2	124	PINE	ST	0.45 AC	19,602 SF	2,304 SF	576 SF	2,880 SF	1: 6.81 F.A.R.
2	12	1	LOT 1 BLOCK 12 WEISSHORN SUB # 2	522	WELLINGTON	RD	1.50 AC	65,340 SF	2,328 SF	0 SF	2,328 SF	1: 28.07 F.A.R.
2	12	2	LOT 2 BLOCK 12 WEISSHORN SUB # 2	518	WELLINGTON	RD	0.67 AC	29,185 SF	2,934 SF	528 SF	3,462 SF	1: 8.43 F.A.R.
2	12	3	LOT 3 BLOCK 12 WEISSHORN SUB # 2	514	WELLINGTON	RD	0.67 AC	29,185 SF	2,390 SF	906 SF	3,296 SF	1: 8.85 F.A.R.
2	12	4	LOT 4 BLOCK 12 WEISSHORN SUB # 2	510	WELLINGTON	RD	0.67 AC	29,185 SF	888 SF	0 SF	888 SF	1: 32.87 F.A.R.
2	12	5	LOT 5 BLOCK 12 WEISSHORN SUB # 2	506	WELLINGTON	RD	0.67 AC	29,185 SF	1,888 SF	440 SF	2,328 SF	1: 12.54 F.A.R.
2	12	6	LOT 6 BLOCK 12 WEISSHORN SUB # 2	502	WELLINGTON	RD	0.67 AC	29,185 SF	1,092 SF	0 SF	1,092 SF	1: 26.73 F.A.R.
2	12	7	LOT 7 BLOCK 12 WEISSHORN SUB # 2	144	ROYAL TIGER	RD	0.62 AC	27,007 SF	3,916 SF	728 SF	4,644 SF	1: 5.82 F.A.R.
2	12	8	LOT 8 BLOCK 12 WEISSHORN SUB # 2	140	ROYAL TIGER	RD	0.56 AC	24,394 SF	5,186 SF	831 SF	6,017 SF	1: 4.05 F.A.R.
2	12	9	LOT 9 BLOCK 12 WEISSHORN SUB # 2	136	ROYAL TIGER	RD	0.63 AC	27,443 SF	2,869 SF	624 SF	3,493 SF	1: 7.86 F.A.R.
2	12	10	LOT 10 BLOCK 12 WEISSHORN SUB # 2	132	ROYAL TIGER	RD	0.76 AC	33,106 SF	1,656 SF	0 SF	1,656 SF	1: 19.99 F.A.R.
2	12	11	LOT 11 BLOCK 12 WEISSHORN SUB # 2	128	ROYAL TIGER	RD	0.77 AC	33,541 SF	1,867 SF	0 SF	1,867 SF	1: 17.97 F.A.R.
2	12	12	LOT 12 BLOCK 12 WEISSHORN SUB # 2	124	ROYAL TIGER	RD	0.77 AC	33,541 SF	2,508 SF	780 SF	3,288 SF	1: 10.20 F.A.R.
2	12	13	LOT 13 BLOCK 12 WEISSHORN SUB # 2	122	ROYAL TIGER	RD	0.90 AC	39,204 SF	3,184 SF	720 SF	3,904 SF	1: 10.04 F.A.R.
2	12	14	LOT 14 BLOCK 12 WEISSHORN SUB # 2	120	ROYAL TIGER	RD	0.83 AC	36,155 SF	1,670 SF	320 SF	1,990 SF	1: 18.17 F.A.R.
2	12	15	LOT 15 BLOCK 12 WEISSHORN SUB # 2	112	ROYAL TIGER	RD	0.84 AC	36,590 SF	3,364 SF	572 SF	3,936 SF	1: 9.30 F.A.R.
2	12	16	LOT 16 BLOCK 12 WEISSHORN SUB # 2	108	ROYAL TIGER	RD	0.57 AC	24,829 SF	2,404 SF	648 SF	3,052 SF	1: 8.14 F.A.R.
2	12	17	LOT 17 BLOCK 12 WEISSHORN SUB # 2	104	ROYAL TIGER	RD	0.66 AC	28,750 SF	5,042 SF	960 SF	6,002 SF	1: 4.79 F.A.R.
2	12	18	LOT 18 BLOCK 12 WEISSHORN SUB # 2	100	ROYAL TIGER	RD	1.00 AC	43,560 SF	0 SF	0 SF	0 SF	
2	13	1	LOT 1 BLOCK 13 WEISSHORN SUB # 2	501	WELLINGTON	RD	0.63 AC	27,443 SF	1,920 SF	676 SF	2,596 SF	1: 10.57 F.A.R.
2	13	2	LOT 2 BLOCK 13 WEISSHORN SUB # 2	505	WELLINGTON	RD	0.63 AC	27,443 SF	1,248 SF	0 SF	1,248 SF	1: 21.99 F.A.R.
2	13	3	LOT 3 BLOCK 13 WEISSHORN SUB # 2	509	WELLINGTON	RD	0.56 AC	24,394 SF	1,256 SF	0 SF	1,256 SF	1: 19.42 F.A.R.
2	13	4	LOT 4 BLOCK 13 WEISSHORN SUB # 2	513	WELLINGTON	RD	0.68 AC	29,621 SF	1,680 SF	0 SF	1,680 SF	1: 17.63 F.A.R.
2	13	5	LOT 5 BLOCK 13 WEISSHORN SUB # 2	517	WELLINGTON	RD	0.60 AC	26,136 SF	1,825 SF	0 SF	1,825 SF	1: 14.32 F.A.R.
2	13	6	LOT 6 BLOCK 13 WEISSHORN SUB # 2	521	WELLINGTON	RD	0.64 AC	27,878 SF	2,280 SF	576 SF	2,856 SF	1: 9.76 F.A.R.
2	13	7	LOT 7 BLOCK 13 WEISSHORN SUB # 2	525	WELLINGTON	RD	0.85 AC	36,808 SF	2,308 SF	500 SF	2,808 SF	1: 13.11 F.A.R.

**AVG 28,342 SF    AVG 2660 SF    AVG 486 SF    AVG 3,147 SF    AVG 1: 11.66 F.A.R.**

**(150%) 4,720 SF  
(200%) 6,294 SF  
(250%) 7,868 SF**

Weisshorn Setbacks, Filing 1					
Lot / Block	Front	Rear	Side: greater	Side: smaller	
<b>Block 1</b>					
2	55	140	62	15	
3	35	130	35	35	
4	60	70	35	15	
5	25	120	35	30	
6	30	125	25	10	
7	35	80	45	15	
<b>Block 2</b>					
3	50	70	30	20	
4	60	35	55	30	
5	55	125	85	10	
6	135	15	30	10	
7					
8	50	95	15	15	
9	65	50	55	25	
10	20	95	40	8	
11	25	55	40	35	
12	20	130	70	20	
13	60	100	100	35	
14	60	100	100	35	
15	70	50	90	45	
16	40	150	75	60	
17	20	150	70	20	
18	15	100	70	55	
19	10	100	45	25	
20					
21					
22	20	80	130	70	
<b>Block 3</b>					
1	40	65	80	50	
2	50	50	60	25	
3	100	15	65	25	
4	100	10	60	10	
5	90	15	30	25	
6	90	20	45	35	
7	55	20	20	15	
8	55	60	80	15	
9	50	50	55	35	
10	35	70	60	50	
11	45	55	65	30	
12	15	100	100	20	
13	30	50	95	45	
<b>Block 4</b>					
1					
2	60	90	65	50	
3	30	85	70	25	
4	50	90	30	15	
5	40	85	100	5	
6	70	80	55	55	
7					
8	65	40	60	15	
9	65	20	75	5	
10	55	50	45	30	
11	30	55	75	25	
<b>Block 5</b>					
1	20	90	60	25	
2					
3					
4	50	80	55	25	
5	60	70	75	60	
6					
7	70	160	100	80	
8					
9					
<b>Block 6</b>					
1	60	30	80	30	
2	50	60	70	40	
<b>Block 7</b>					
1	50	40	55	35	
2	100	25	110	40	
<b>Block 8</b>					
1	50	40	25	5	
2	50	60	55	20	
3	50	35	80	0	
4	55	60	60	45	
5	20	70	45	45	
6	40	40	75	15	
7	90	40	40	40	
<b>Average</b>					
	50.83333333	70.66666667	61.86666667	29.13333333	



**TOWN OF BRECKENRIDGE TOWN COUNCIL AGENDA**  
**Tuesday, July 22, 2008 (Regular Meeting); 7:30 p.m.**

- I CALL TO ORDER and ROLL CALL**
- II APPROVAL OF MINUTES** – July 8, 2008 Regular Meeting *Page 65*
- III APPROVAL OF AGENDA**
- IV COMMUNICATIONS TO COUNCIL**
- A. Citizen’s Comment - (Non-Agenda Items ONLY; 3 minute limit please)
  - B. BRC Director’s Report
  - C. Monique Merrill Proclamation
  - D. Friends of Dillon Ranger District
- Page 69*
- V CONTINUED BUSINESS**
- A. SECOND READING OF COUNCIL BILL, SERIES 2008 - PUBLIC HEARINGS\*\***
- 1. Council Bill No. 27, Series 2008-AN ORDINANCE REPEALING AND READOPTING WITH CHANGES SECTION 6-3A-4 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE MUNICIPAL OFFENSE OF HARASSMENT** *Page 71*
- 2. Council Bill No. 28, Series 2008- AN ORDINANCE APPROVING A LEASE WITH TIMBERLINE LEARNING CENTER, A COLORADO NONPROFIT CORPORATION** *Page 75*
- 3. Council Bill No.29, Series 2008- AN ORDINANCE REPEALING AND READOPTING WITH CHANGES APPENDIX “A” TO CHAPTER 2 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE “BRECKENRIDGE SUBDIVISION STANDARDS”, CONCERNING REQUIRED SUBDIVISION PLAT CERTIFICATES** *Page 78*
- 4. Council Bill No.26, Series 2008- AN ORDINANCE APPROVING A CONTRACT OF SALE WITH COLORADO MOUNTAIN COLLEGE FOUNDATION, INC., A COLORADO NONPROFIT CORPORATION** *Page 84*
- VI NEW BUSINESS**
- A. FIRST READING OF COUNCIL BILL, SERIES 2008 -**
- 1. Council Bill No.30, Series 2008- AN ORDINANCE ANNEXING TO THE TOWN OF BRECKENRIDGE CERTAIN REAL PROPERTY OWNED BY THE TOWN OF BRECKENRIDGE (Iron Mask Parcel)** *Page 95*
- 2. Council Bill No. 31, Series 2008- AN ORDINANCE PLACING RECENTLY ANNEXED PROPERTY IN LAND USE DISTRICT 1 (Iron Mask Parcel)** *Page 98*
- 3. Council Bill No. 32, Series 2008- AN ORDINANCE ANNEXING TO THE TOWN OF BRECKENRIDGE CERTAIN REAL PROPERTY OWNED BY THE TOWN OF BRECKENRIDGE (Harold Placer Parcel)** *Page 101*
- 4. Council Bill No. 33, Series 2008- AN ORDINANCE PLACING RECENTLY ANNEXED PROPERTY IN LAND USE DISTRICT 1 (Harold Placer Parcel)** *Page 104*
- B. RESOLUTIONS, SERIES 2008-**
- 1. A RESOLUTION APPROVING A “LETTER OF AGREEMENT FOR THE LOCAL JURISDICTION REGULATION OF CONVEYANCES” WITH THE NORTHWEST COLORADO COUNCIL OF GOVERNMENTS** *Page 106*
- C. OTHER- None**
- VII PLANNING MATTERS**
- A. Planning Commission Decisions of July 15, 2008 *Page 5*
- 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 114*
- 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 July 8, 2008 Town Council Meeting to order at 7:33 p.m. The following members answered roll call: Mr. Bergeron, Mr. Joyce, Mr. Mamula, Ms. McAtamney, Mr. Rossi, and Mayor Warner. Mr. Millisor was absent.

***APPROVAL OF MINUTES*** – June 24, 2008 Regular Meeting

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

***APPROVAL OF AGENDA***

Town Manager, Tim Gagen, commented that they would like to add a fourth Council Bill under First Readings.

***COMMUNICATIONS TO COUNCIL***

A. Citizens Comment - (Non-Agenda Items ONLY; 3 minute limit please)  
B. BRC Director's Report- Corry Mihm- 44% of people into Welcome Center were using the restrooms in June. Many groups in town for the month of July. Corry mentioned a few groups who are coming into Town over the next few months. Cen Res- Summer length of stay is at 2.8 nights. Revenue per night is high and continues to be up. \$7000 in golf reservations in the month of June. 8500 people in attendance at Kingdom days. 79 entries for the fourth of July parade. Working with partners to bring Adventure Travel Group to Breckenridge in 2009. About 500 people. Introduced Bill Roshowski who will be the acting Director. Thanked Council. Mayor Warner thanked Corry for her 8 years of service.

Mr. Rossi commented that there was no marching band this year. The sirens from the emergency vehicles were too loud and maybe the gun fighting could be toned down.

***CONTINUED BUSINESS***

***A. SECOND READING OF COUNCIL BILLS, SERIES 2007 & 2008 – PUBLIC HEARINGS\*\****

NONE

***NEW BUSINESS***

***A. FIRST READING OF COUNCIL BILLS, SERIES 2008-***

**1. Council Bill No. 27, Series 2008-AN ORDINANCE REPEALING AND READOPTING WITH CHANGES SECTION 6-3A-4 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE MUNICIPAL OFFENSE OF HARASSMENT**

Mr. Berry commented that the code needs to be updated for more modernized forms of harassment such as electronic communications, voicemail and text messaging.

Mr. Bergeron moved to approve Council Bill No. 27, Series 2008 on first reading. Mr. Mamula made the second. Motion passed 6-0.

**2. Council Bill No. 28, Series 2008- AN ORDINANCE APPROVING A LEASE WITH TIMBERLINE LEARNING CENTER, A COLORADO NONPROFIT CORPORATION**

Mr. Berry commented that this ordinance would allow the Town to sign a lease with the new child care center. Mr. Berry commented that he still needs to include a complaint resolution procedure which would allow the Town and the Tenant to work together to resolve complaints. Mr. Berry will work on this for the second reading.

Mr. Mamula moved to approve Council Bill No. 28, Series 2008 on first reading. Mr. Bergeron made the second. Motion passed 6-0.

**3. Council Bill No.29, Series 2008-** AN ORDINANCE REPEALING AND READOPTING WITH CHANGES APPENDIX "A" TO CHAPTER 2 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "BRECKENRIDGE SUBDIVISION STANDARDS", CONCERNING REQUIRED SUBDIVISION PLAT CERTIFICATES

Mr. Berry commented that the Ordinance will update the list of certificates.

Mr. Bergeron moved to approve Council Bill No. 29, Series 2008 on first reading. Mr. Mamula made the second. Motion passed 6-0.

**4. Council Bill No. 26, Series 2008-** AN ORDINANCE APPROVING A CONTRACT OF SALE WITH COLORADO MOUNTAIN COLLEGE FOUNDATION, INC., A COLORADO NONPROFIT CORPORATION

Mr. Berry commented that the Ordinance would authorize a contract to convey the property to CMC. He commented that the agreement is a basic Real Estate contract form with some notable exceptions of which he mentioned.

Ms. McAtamney moved to approve Council Bill No. 29, Series 2008 on first reading. Mr. Bergeron made the second. Motion passed 6-0.

**B. RESOLUTIONS, SERIES 2008**

NONE

**D. OTHER**

NONE

**PLANNING MATTERS**

• **Planning Commission Decisions of July 1, 2008.**

With no requests for call up, Mayor Warner stated the Planning Commission decisions of the July 1, 2008 meeting would stand as presented.

**REPORT OF TOWN MANAGER AND STAFF**

Town Manager, Tim Gagen, asked if the Council had any thoughts on the Nordic Center Lease since it was not able to be reviewed at the work session. Tim went into some details of the lease.

Mr. Mamula had a few questions of which Mr. Berry answered. Mr. Joyce didn't understand the relationship between the Christie Heights property and the Town. Tim Gagen explained. There were no other questions or concerns.

**REPORT OF MAYOR AND COUNCILMEMBERS**

**A. Report of Mayor (CAST/MMC)**

Mayor Warner had nothing to report

**B. Open Space Advisory Commission (Mr. Rossi)**

Mr. Rossi had nothing to report.

**C. BRC (Mr. Bergeron)**

Mr. Bergeron commented that they are looking at the applications for the two open positions. The Council suggested that Mr. Bergeron should be on the selection committee for these positions.

**D. Summit Combined Housing Authority (Ms. McAtamney)**

Ms. McAtamney had already sent out a report to Council previously.

**E. Breckenridge Heritage Alliance (Mr. Joyce)**

Mr. Joyce had nothing to report.

**OTHER MATTERS**

Mr. Mamula said he wanted to do something about Xcel. Tim Gagen commented that he spoke with Xcel and there is a process that he will find out about. Mr. Mamula commented that he heard the Dam Road is permanently closed. Tim Gagen will find out what is going on. It happened at about 3:30 today.

Mr. Rossi commented on the Peak 6 Focus group. They want to add another member of the community to the group. Mr. Rossi offered some opportunities similar to what the Town did for the Town Visioning process and Golden Horseshoe User Groups to get community input. He is afraid of another Kinderhut scenario where Vail makes a decision and then they try to make a plan afterwards or it becomes the Towns concern. He worries ha the ski area has gathered this group to get info to answer social issue brought up. He is very concerned about public comment. He is concerned that Vail is not involving the public or allowing the public to even know about the meetings. He is also concerned that Vail is using the Town to get information instead of doing that on their own. If this is really being led by the Forest service then they should be the ones conducting the meetings. He is also not sure whether a Council member makes sense on this committee.

Mayor Warner commented that he has never really seen the Forest Service look at social issues. He still supports the group but appreciates Mr. Rossi's skepticism. He commented that this was the first meeting, it should be in a bigger room and does think there should be another citizen in the group.

Mr. Mamula commented that it is important that there is a Council member there.

Tim Gagen commented that we will include this under "Reports" from here on out.

Mr. Bergeron commented on BEDAC and User Tax. Mayor Warner commented that he talked to Rick Hague and to Lucy Kay about BEDAC being tasked with looking at how a lift ticket would work, what the effects would be, etc.

Mayor Warner commented on Monique Merrill's accomplishments and would like to do a proclamation.

***ADJOURNMENT***

At 8:40 pm Mr. Joyce moved that the Town Council go into executive session pursuant to Paragraph 4(f) of Section 24-6-402, C.R.S., relating to personnel matters. Mr. Rossi made the second. All were in favor.

Mr. Rossi moved to adjourn the Executive Session at 9:30 pm. Mr. Mamula made the second. All were in favor of the motion.

With no further business to discuss the regular meeting was adjourned at 9:30 pm.

Submitted by Alison Kellermann, Administrative Services Manager

**ATTEST:**

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Mary Jean Loufek, CMC, Town Clerk

---

John Warner, Mayor

**EXECUTIVE SESSION CERTIFICATE**

Town of Breckenridge        )  
County of Summit            )  
State of Colorado            )

Ernie Blake, the duly elected, qualified and acting Mayor of the Town of Breckenridge, hereby certifies as follows:

As part of the Town Council meeting on Tuesday, July 8, 2008 at 6:42 p.m., Mr. Joyce moved to convene in Executive Session pursuant to Paragraph 4(b) of Section 24-6-402, C.R.S., relating to conferences with the Town Attorney for the purposes of receiving legal advice on specific legal questions; Paragraph 4(e) of Section 24-6-402, C.R.S., relating to determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations; and instructing negotiators; and Paragraph 4(f) of Section 24-6-402, C.R.S. relating to personnel matters.

Mr. Mamula made the second. A roll call vote was taken. All were in favor of the motion.

Mr. Mamula moved to adjourn the Executive Session at 7:30 pm. Mr. Rossi made the second. All were in favor of the motion.

This certificate shall be included after the minutes of the regular Town Council meeting of Tuesday, July 8, 2008.

\_\_\_\_\_  
John Warner, Mayor



July 16, 2008

Breckenridge Town Council  
Town Hall, 150 Ski Hill Road, PO Box 168  
Breckenridge, CO 80424

Dear Breckenridge Town Council,

Friends of the Dillon Ranger District (FDRD) is experiencing a tremendous volunteer season in the first half of our 2008 season and the Town of Breckenridge (Breckenridge) is playing a key role in this success! Thank you for your support of FDRD's 2008 Forest Stewards Program (the Program).

Enclosed please find the 2008 Forest Stewards Program Progress Report. I will bring a hard copy of this report and the Program Manual to the Council meeting on July 22 for your review.

Please contact me if you have any questions regarding the progress report.

In 2009, Breckenridge's continued support will allow FDRD to further enhance the Program and other FDRD offerings. We will continue our Adopt-A-Trail effort on Breckenridge area trails and pursue additional partnership projects, including, but not limited to, Town Clean-Up Day, service projects and "on-demand" projects.

On behalf of the diverse members of FDRD's Board of Directors and staff, please accept our thanks for your commitment to making our community and the Dillon Ranger District a better place to live and visit. With your continued support, we will inspire others to adopt and implement stewardship into their own lives. Together, we will ensure that these natural resources are available for the enjoyment of this and future generations.

Your partnership is very important to us and we look forward to our future efforts together.

Sincerely,

Guff Van Vooren  
Executive Director  
Friends of the Dillon Ranger District  
970-389-6058  
[www.guffvanvooren@msn.com](http://www.guffvanvooren@msn.com)  
[www.fdrd.org](http://www.fdrd.org)

**Friends of the Dillon Ranger District  
Town of Breckenridge Grant  
2008 Progress Report - Forest Stewards Program**

In 2008, FDRD is further strengthening and solidifying the Forest Stewards Program (the Program) on Summit County's National Forest lands. We are improving the Crew Leader, Ranger Patrol, and Outreach Educator Initiatives while expanding and perfecting our newly implemented Adopt-A-Trail, Youth Stewards, and Family Stewards efforts.

The goal of this ongoing volunteer program is to improve the quality of our natural resources and improve the quality of the multiple-use recreationist's experience, both for locals and guests, on these lands, through improved trail systems, education, inventorying and monitoring.

In 2008, the Program is funded by the Town of Breckenridge, the National Forest Foundation, The Summit Foundation, Copper Mountain Resort, the Town of Frisco, Colorado State Parks-Trails Program-GOCO Fund, Vail Resorts, the Town of Silverthorne, the Town of Dillon, and FDRD Members.

**2008 Program highlights for the first six months include:**

- **Recruitment** - FDRD recruited 7 groups and 51 individuals - including 24 Crew Leaders, 15 Ranger Patrols, 4 Outreach Educators, 4 Families (8 members), and 7 Adopt-a-Trail Groups. 25 Stewards and 6 Adopt groups are returning from previous years' Program efforts.
- **Development** – FDRD hired additional staff to coordinate the Program; developed action plans, program/job descriptions, program manual, annual budget; created training sessions, web-based documents, volunteer procedures, and related training/program evaluations.
- **Training** – FDRD hosted 8 training sessions for FDRD Forest Stewards and Friends of the Eagles Nest Wilderness Ranger Patrols and co-hosted training for 25 state-wide crew leaders.
- **Implementation - Crew Leaders, Adopt-A-Trails, and Youth Stewards** – 33 projects have been scheduled throughout the summer with 6 Adopt groups and 2 state-wide partners. Through June, 109 volunteers participated in 6 trail project days, yielding 561 volunteer hours. Crew Leaders spent 6 days scouting trail to prepare for these projects, yielding 360 volunteer hours.
  - **Breckenridge area Adopt-A-Trail efforts – 3 projects through July 15. On 1.5 miles of the Spruce Creek Trail and Peaks Trail, 45 volunteers performed trail maintenance, generating 330 hours valued at \$6,535! Five more projects will be implemented on these trails this year.**
  - 7 youth participated in FDRD projects, yielding 43 volunteer hours.
- **Implementation – Ranger Patrols, Outreach Educators, and Family Stewards** - on nearly 100 miles of trail and at the Ranger Station, these volunteers contacted 350 recreationists - providing one-on-one information, answering questions, and sharing stewardship opportunities.

These efforts bring sustainability to many of the trails in the local National Forest lands. Our work from past years has held up well, which showcases the value in training our volunteers to do exceptional work. The forest guests we've encountered have been happy (and often relieved!) to see Forest Service representatives on the trails, trailheads, and in the visitor information center – they've asked many questions regarding their experience and have been very thankful for our assistance. Some have even stopped to help in our trail maintenance efforts and have asked how to get involved in future projects. To be sure, these Stewards improve the quality of the resource, improve the quality of the recreationists' experiences, and inspire a sense of stewardship in everyone they encountered. **Breckenridge's support helps make this happen!**

As the first half of the year closes and the second half begins, FDRD believes we've accomplished much that was laid out in the grant and feels confident that we've set ourselves up to accomplish our Forest Stewards Program grant obligations in this and future years. FDRD is proud to partner with the Town of Breckenridge in the Program. We appreciate your support in our first year of partnership together and look forward to future partnership and relationship building opportunities with you in this and future years.

Scott Fussell, returning for his third year as an FDRD Forest Stewards Crew Leader, reflects, *“I have been hiking Summit County Trails for years, and now have found a way to give back, and make those trails more enjoyable.”*

Scott's efforts, along with the 50 other Forest Stewards, help FDRD accomplish these Forest Stewards Program goals in this and future years!

**MEMO**

TO: Town Council  
FROM: Town Attorney  
RE: Council Bill No. 27 (Harassment Ordinance)  
DATE: July 9, 2008 (for July 22<sup>nd</sup> meeting)

---

The second reading of the new Harassment Ordinance is scheduled for your meeting on July 22<sup>nd</sup>. The only change to the ordinance is the addition of the new definition on page 2 of the ordinance to make specific reference to harassment by voice mail, e-mail, text messaging and other forms of electronic communication.

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

1 **FOR WORKSESSION/SECOND READING – JULY 22**

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

5  
6 COUNCIL BILL NO. 27

7  
8 Series 2008

9  
10 AN ORDINANCE REPEALING AND READOPTING WITH CHANGES SECTION 6-3A-4  
11 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE MUNICIPAL OFFENSE OF  
12 HARASSMENT

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

16  
17 Section 1. Section 6-3A-4 of the Breckenridge Town Code, entitled “Harassment”, is  
18 amended so as to read in its entirety as follows:

19  
20 6-3A-4: HARASSMENT:

21  
22 A. A person commits harassment if, with intent to harass, annoy, or alarm  
23 another person, he or she:

- 24 1. Strikes, shoves, kicks, or otherwise touches a person or subjects him to  
25 physical contact; or
- 26 2. In a public place directs obscene language or makes an obscene gesture to or at  
27 another person; or
- 28 3. Follows a person in or about a public place; or
- 29 4. Initiates communication with a person, anonymously or otherwise by  
30 telephone, computer, computer network, or computer system in a manner  
31 intended to harass or threaten bodily injury or property damage, or makes any  
32 comment, request, suggestion, or proposal by telephone, computer, computer  
33 network, or computer system that is obscene; or
- 34 5. Makes a telephone call or causes a telephone to ring repeatedly, whether or not  
35 a conversation ensues, with no purpose of legitimate conversation; or
- 36 6. Makes repeated communications at inconvenient hours that invade the privacy  
37 of another and interfere in the use and enjoyment of another's home or private  
38 residence or other private property; or
- 39
- 40
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- 45



1 7. Repeatedly insults, taunts, challenges, or makes communications in offensively  
2 coarse language to, another in a manner likely to provoke a violent or disorderly  
3 response.  
4

5 B. As used in this section, unless the context otherwise requires, "obscene"  
6 means a patently offensive description of ultimate sexual acts or solicitation to  
7 commit ultimate sexual acts, whether or not said ultimate sexual acts are normal  
8 or perverted, actual or simulated, including masturbation, cunnilingus, fellatio,  
9 anilingus, or excretory functions.  
10

11 **C. As used in this section, a communication with a person "by telephone,**  
12 **computer, computer network, or computer system" includes, but is not**  
13 **limited to, communication by voice mail, electronic mail (e-mail), text**  
14 **messaging, and any other form of electronic communication.**  
15

16 **ED.** Any act prohibited by subsection (A)(4) of this section may be deemed to  
17 have occurred or to have been committed at the place at which the telephone call,  
18 electronic mail, or other electronic communication was either made or received.  
19

20 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the  
21 various secondary codes adopted by reference therein, shall continue in full force and effect.  
22

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

28 Section 4. The Town Council hereby finds, determines and declares that it has the power  
29 to adopt this ordinance pursuant to: (i) the provisions of Sections 31-15-103 and Section 31-15-  
30 401, C.R.S. (concerning municipal police powers); and (ii) the powers possessed by home rule  
31 municipalities in Colorado.  
32

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

36 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
37 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2008. A Public Hearing shall be held at the  
38 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_ day of  
39 \_\_\_\_\_, 2008, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the  
40 Town.  
41  
42

TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

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

ATTEST:

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

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**TO: Breckenridge Town Council**  
**FROM: Laurie Best, Community Development Department**  
**RE: Timberline Learning Center Lease-Ordinance Second Reading**  
**DATE: July 16, 2008 (for July 22<sup>nd</sup>)**

---

The Timberline Learning Center (TLC) is scheduled to open in August. The childcare center will be operated in the Town-owned building which is under construction at 170 Valley Brook Street. On July 8<sup>th</sup> the Council approved a 5 year lease between the Town and TLC (on first reading) but requested some modifications prior to the second reading. Based on input from the Council, staff has revised the lease to include a Complaint Resolution process. Under this section of the lease, if the tenant fails to comply with the Council's resolution of a complaint, the tenant will be in default and the Town will have all remedies under Colorado law. Staff believes this addresses the issues raised by the Council. There have been some other minor modifications to the lease. These are all highlighted on the final draft which is enclosed in your packets. Staff will be available during the worksession to review the lease and respond to any questions or comments. Following is a recap of the major elements of the lease:

- Five year lease- term beginning August 1, 2008;
- Lease includes furnishing and fixtures owned by the Town;
- TLC will be responsible for building maintenance, upkeep, and repair;
- TLC will be required to obtain loss, liability, and worker's compensation insurance;
- TLC will be required to submit an annual report/budget for Town approval to address budget, salaries, rates, capital reserve account, fundraising, etc.

This item is scheduled on the evening session for second reading/adoption. Thank you.

1                   **FOR WORKSESSION/SECOND READING – JULY 22**

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

5  
6                   COUNCIL BILL NO. 28

7  
8                   Series 2008

9  
10                  AN ORDINANCE APPROVING A LEASE WITH TIMBERLINE LEARNING CENTER, A  
11                                  COLORADO NONPROFIT CORPORATION  
12                                  (Child Care Center 170 Valley Brook Road)

13  
14                  WHEREAS, the Town of Breckenridge owns the real property located at 170 Valley  
15 Brook Road; and

16  
17                  WHEREAS, the Town is willing to lease such real property to Timberline Learning  
18 Center, a Colorado nonprofit corporation, for use as a child care facility; and

19  
20                  WHEREAS, a proposed Child Care Center Lease has been prepared by the Town  
21 Attorney and reviewed by the Town Council; and

22  
23                  WHEREAS, Section 15.4 of the Breckenridge Town Charter provides:

24  
25                          The council may lease, for such time as council shall determine, any real or  
26                          personal property to or from any person, firm, corporation, public and private,  
27                          governmental or otherwise.

28  
29                  and;

30  
31                  WHEREAS, the term of the proposed Lease is five years, and Section 1-11-4 of the  
32 Breckenridge Town Code requires that any real estate lease entered into by the Town which  
33 exceeds one year in length must be approved by ordinance.

34  
35                  NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
36 BRECKENRIDGE, COLORADO:

37  
38                          Section 1. The proposed Child Care Center Lease between the Town and Timberline  
39 Learning Center, a Colorado nonprofit corporation, a copy of which is marked Exhibit "A",  
40 attached hereto and incorporated herein by reference, is approved, and the Town Manager is  
41 hereby authorized, empowered, and directed to execute such Lease for and on behalf of the  
42 Town of Breckenridge.

43  
44                          Section 2. Minor changes to or amendments of the approved Lease may be made by the  
45 Town Manager if the Town Attorney certifies in writing that the proposed changes or

1 amendments do not substantially affect the consideration to be received or paid by the Town  
2 pursuant to the approved agreement, or the essential elements of the approved agreement.  
3

4  
5 Section 3. The Town Council hereby finds, determines and declares that it has the power  
6 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article  
7 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.  
8

9 Section 4. This ordinance shall be published and become effective as provided by  
10 Section 5.9 of the Breckenridge Town Charter.  
11

12 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
13 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2008. A Public Hearing shall be held at the  
14 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
15 \_\_\_\_\_, 2008, at 7:30 P.M., or as soon thereafter as possible in the Municipal  
16 Building of the Town.  
17

18 TOWN OF BRECKENRIDGE, a Colorado  
19 municipal corporation  
20

21  
22  
23 By: \_\_\_\_\_  
24 John G. Warner, Mayor  
25

26 ATTEST:  
27  
28  
29

30 \_\_\_\_\_  
31 Mary Jean Loufek, CMC,  
32 Town Clerk  
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**MEMO**

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 29 (Subdivision Plat Certificates Ordinance)

DATE: July 14, 2008 (for July 22<sup>nd</sup> meeting)

---

The second reading of the ordinance replacing the subdivision plat certificates required by the Subdivision Ordinance is scheduled for your meeting on July 22<sup>nd</sup>. There are no changes proposed to ordinance from first reading.

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

1 **FOR WORKSESSION/SECOND READING – JULY 22**

2  
3 **NO CHANGES FROM FIRST READING**

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

7  
8 COUNCIL BILL NO. 29

9  
10 Series 2008

11  
12 AN ORDINANCE REPEALING AND READOPTING WITH CHANGES  
13 APPENDIX “A” TO CHAPTER 2 OF TITLE 9 OF THE BRECKENRIDGE  
14 TOWN CODE, KNOWN AS THE “BRECKENRIDGE SUBDIVISION  
15 STANDARDS”, CONCERNING REQUIRED SUBDIVISION PLAT  
16 CERTIFICATES

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

20  
21 Section 1. Appendix “A” to Chapter 2 of Title 9 of the Breckenridge Town Code, known  
22 as the “Breckenridge Subdivision Standards”, is hereby repealed and readopted with changes so  
23 as to read in its entirety as follows:

24  
25 **APPENDIX A**

26  
27 **PLAT CERTIFICATES**

28  
29 **The following certificates and notices, properly executed and in**  
30 **substantially the following form, shall be shown on the face of each final**  
31 **subdivision plat before it is recorded with the Summit County Clerk and**  
32 **Recorder. Any substantive variation from the text of the certificates as shown**  
33 **must be approved by the Town Attorney. Any other certificates or notices**  
34 **that are deemed necessary for the purposes of the particular plat shall also**  
35 **be included at the time of its submission. Note: The following plat notes must**  
36 **be customized to fit the facts of the particular plat (i.e., if the owner is not an**  
37 **entity, but are two individuals, the reference to the type of the business entity**  
38 **must be deleted; “has laid out” must be changed to “have laid out”; and so**  
39 **forth.)**

40  
41 **Owner's Certificate:**

42  
43 **KNOW ALL MEN BY THESE PRESENTS:**

1 That \_\_\_\_\_, a Colorado \_\_\_\_\_, being  
2 the owner of the following described real property situate in the Town of  
3 Breckenridge, County of Summit, State of Colorado:

4  
5 (insert legal description)  
6

7 has laid out, subdivided and platted the same into lots, tracts, streets, and  
8 easements as shown hereon under the name and style of  
9 \_\_\_\_\_, and by these presents, do hereby set apart  
10 and dedicate to the perpetual use of the public all of the streets, alleys and  
11 other public ways and places as shown hereon, and further hereby dedicates  
12 those portions of land labeled as easements for the installation and  
13 maintenance of public utilities as shown hereon. (and/or other purposes)  
14

15 IN WITNESS WHEREOF, \_\_\_\_\_ has caused its  
16 name to be hereunto subscribed this \_\_\_\_\_ day of \_\_\_\_\_,  
17 20\_\_.  
18

19 [Insert Signature Block]  
20

21 State of Colorado \_\_\_\_\_)  
22 \_\_\_\_\_ ) ss.  
23 County of Summit \_\_\_\_\_).  
24

25 The foregoing instrument was acknowledged before me this \_\_\_\_\_  
26 day of \_\_\_\_\_, 20\_\_ , by \_\_\_\_\_, as  
27 \_\_\_\_\_, and \_\_\_\_\_, as  
28 \_\_\_\_\_ of \_\_\_\_\_, a Colorado  
29 \_\_\_\_\_.  
30

31 Witness my hand and official seal.  
32

33 \_\_\_\_\_  
34 Notary Public  
35

36 My commission expires: \_\_\_\_\_  
37

38 Town of Breckenridge Certificate:

39 This plat is approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
40

41 TOWN OF BRECKENRIDGE  
42

43  
44  
45 By: \_\_\_\_\_



Director, Department of  
Community Development

**NOTICE:**

**Public notice is hereby given that the Town of Breckenridge hereby accepts all of the offers of dedication made by this plat. However, such acceptance does not constitute an acceptance of the roads and rights of way reflected hereon for maintenance by the Town.**

**Until such roads and rights of way meet Town road specifications and are specifically accepted by the Town, the maintenance, construction, and all other matters pertaining to or affecting said roads and rights of way are the sole responsibility of the owners of the land embraced within this subdivision.**

**[NOTE: The Town Certificate on any subdivision plat may be executed by the Director of the Department of Community Development, or any Assistant Director.]**

**Town Clerk's Certificate:**

**I hereby certify that this instrument was filed in my office at \_\_\_\_\_ o'clock .M. on \_\_\_\_\_, 20\_\_\_\_, and is duly recorded.**

\_\_\_\_\_  
Town Clerk

**Surveyor's Certificate:**

**I, \_\_\_\_\_, being a registered land surveyor in the State of Colorado, do hereby certify that this plat of \_\_\_\_\_ was prepared by me and under my supervision from a survey made by me and under by supervision, that both this plat and the survey are true and accurate to the best of my knowledge and belief, and that the monuments were placed pursuant to Section 38-51-105, C.R.S.**



**Summit County Clerk and Recorder**

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

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

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

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2008. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of \_\_\_\_\_, 2008, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

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

ATTEST:

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

**MEMO**

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 26 (CMC Block 11 Contract)

DATE: July 14, 2008 (for July 22<sup>nd</sup> meeting)

---

The second reading of the ordinance approving the real estate contract with CMC for a part of the Town's Block 11, Breckenridge Airport Subdivision, property is scheduled for your meeting on July 22<sup>nd</sup>. There are no changes proposed to ordinance from first reading.

However, it appears that the form of the contract that was available for review at the time of first reading was not the final version of the contract. Because the ordinance was added to the nighttime agenda after the worksession, and the ordinance was not included in the agenda packet for the last meeting, I'm not sure that you actually saw the form of the contract that was attached to the ordinance as approved on first reading.

Enclosed with this memo is the final version of the contract. It is only slightly different from the version that was available at the time of first reading. You have seen this final version before; it was included in your agenda packet for the June 24 meeting. My memo concerning the contract was also included in that agenda packet if you have questions about the final version of the contract.

Assuming that the Shared Parking Agreement is finalized prior to next Tuesday's meeting, it appears that the contract is now ready for your final approval.

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

1                   ***FOR WORKSESSION/FIRST READING – JULY 22***

2  
3                   ***NO CHANGES FROM FIRST READING***

4  
5                   COUNCIL BILL NO. 26

6  
7                   Series 2008

8  
9                   AN ORDINANCE APPROVING A CONTRACT OF SALE WITH COLORADO MOUNTAIN  
10                   COLLEGE FOUNDATION, INC., A COLORADO NONPROFIT CORPORATION

11  
12                   WHEREAS, the Town and Colorado Mountain Junior College District (“CMC”) entered  
13 into that Memorandum of Understanding dated March 14, 2007 (“MOU”); and

14  
15                   WHEREAS, the MOU contemplated that the Town would convey to CMC certain Town-  
16 owned land for the construction of CMC’s new Breckenridge campus, subject to certain terms  
17 and conditions described in the MOU; and

18  
19                   WHEREAS, CMC has requested that Colorado Mountain College Foundation, Inc., a  
20 Colorado nonprofit corporation, be the entity to take title to the property to be conveyed by the  
21 Town pursuant to the MOU; and

22  
23                   WHEREAS, in order to implement the MOU the Town and Colorado Mountain College  
24 Foundation, Inc., a Colorado nonprofit corporation, now desire to enter into a Contract of Sale, a  
25 copy of which is marked Exhibit "A", attached hereto and incorporated herein by reference  
26 ("Agreement"); and

27  
28                   WHEREAS, the Town Council has reviewed the Agreement, and finds and determines  
29 that it would be in the best interests of the Town and its residents for the Town to enter into the  
30 Agreement; and

31  
32                   WHEREAS, Section 15.3 of the Breckenridge Town Charter requires that the sale or  
33 exchange of Town-owned real property be approved by ordinance or majority vote of electors at  
34 the option of the Town Council; and

35  
36                   WHEREAS, the Town Council hereby finds and determines that the Agreement should  
37 be approved by ordinance and not referred to the electors of the Town.

38  
39                   NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
40 BRECKENRIDGE, COLORADO:

41  
42                   Section 1. The proposed Agreement between the Town of Breckenridge and Colorado  
43 Mountain College Foundation, Inc., a Colorado nonprofit corporation, is approved in  
44 substantially the form attached hereto as Exhibit "A", and the Town Manager and Town Clerk

1 are hereby authorized, empowered and directed to execute such Agreement for and on behalf of  
2 the Town of Breckenridge.

3  
4 Section 2. Prior to closing of the transaction described in the approved agreement minor  
5 changes to or amendments of the approved agreement may be made by the Town Manager if the  
6 Town Attorney certifies in writing that the proposed changes or amendments do not substantially  
7 affect the consideration to be received by the Town pursuant to the approved agreement, or the  
8 essential elements of the approved agreement.

9  
10 Section 3. The Town Council hereby finds, determines and declares that it has the power  
11 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article  
12 XX of the Colorado Constitution and Section 15.3 of in the Breckenridge Town Charter.

13  
14 Section 4. This ordinance shall be published and become effective as provided by  
15 Section 5.9 of the Breckenridge Town Charter.

16  
17 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
18 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2008. A Public Hearing shall be held at the  
19 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
20 \_\_\_\_\_, 2008, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the  
21 Town.

22  
23 TOWN OF BRECKENRIDGE, a Colorado  
24 municipal corporation

25  
26  
27  
28 By \_\_\_\_\_  
29 John G. Warner, Mayor

30  
31 ATTEST:

32  
33  
34  
35 \_\_\_\_\_  
36 Mary Jean Loufek, CMC,  
37 Town Clerk



1 finally made. If the ordinance shall be defeated at the referendum election, this Agreement shall  
2 terminate.

3  
4 4.2 Payment of Purchase Price; Deed. At Closing, Buyer shall pay the Purchase  
5 Price as provided in Paragraph 2, and Seller shall execute and deliver to Buyer a bargain and sale  
6 deed for the Property.

7  
8 4.3 Execution of Restrictive Covenant. At Closing, Seller, Buyer, and Colorado  
9 Mountain Junior College District, a Colorado junior college district (CMC”) shall enter into a  
10 written restrictive covenant in form and substance acceptable to the parties. The restrictive  
11 covenant shall include the following provisions:

12  
13 (a) Buyer and CMC will have twenty (20) years from the date of closing to  
14 determine its full plan for the use of the Property. Once such plan is finalized,  
15 any portion of the Property that is not actually required by Buyer or CMC to  
16 implement its plan for the Property will be reconveyed to Grantor at no cost upon  
17 Grantor’s request. The parties by mutual agreement may extend the twenty (20)  
18 year period described in the preceding sentence.

19  
20 (b) If all or a substantial part of the Property is ever used for any purpose  
21 other than as an institution of higher education operated by Buyer or CMC, or  
22 other comparable use acceptable to Seller, or if Buyer shall propose to sell or  
23 transfer the Property, Seller shall have a right of first refusal to buy the Property  
24 from Buyer in exchange for payment to Buyer of the then-fair market value of the  
25 improvements to the Property as determined by appraisal, and without payment  
26 for the value of the land. If Seller does not exercise such right of first refusal  
27 within six (6) months after Buyer advises Seller of the change of use or of its  
28 desire to sell the Property, Buyer shall be free to use, transfer or market the  
29 Property for other purposes, but upon the sale or transfer of the Property, Buyer  
30 shall pay Seller the then-fair market value of the Property as determined by  
31 appraisal, and without payment for the value of the improvements.

32  
33 5. Title Insurance; Title Review.

34  
35 5.1 Title Insurance Commitment; Title Policy. Seller shall deliver to Buyer good  
36 and marketable title to the Property at closing, subject only to such title exceptions as are  
37 mutually acceptable to the Seller and Buyer. Upon creation of an accurate legal description,  
38 Seller shall cause to be delivered to Buyer a title commitment, together with all documents of  
39 record pertaining to title to the Property. The title commitment shall insure the Property for  
40 Fourteen Million Dollars (\$14,000,000) and shall include those endorsements required by Buyer.

41  
42 Buyer shall pay the title insurance premium at Closing, and the title insurance  
43 policy shall be delivered to Buyer as soon as practicable after Closing. The title policy shall be  
44 issued on the 2006 ALTA form.



1                   5.2 Buyer's Right to Object to Title Matters. Within twenty (20) days after  
2 Buyer's receipt of any endorsement or update to the title commitment adding new title  
3 exceptions ("Exceptions") to the title commitment, Buyer shall give written notice to Seller of  
4 any title exceptions shown in such endorsement or update which are not acceptable to Buyer.  
5 Seller shall have twenty (20) days from the receipt of Buyer's notice within which to determine  
6 whether to cure or remove those Exceptions which are not acceptable to Buyer. Should Seller  
7 elect not to cure or remove any Exceptions which are not acceptable to Buyer, Seller shall give  
8 Buyer written notice of such election within the twenty (20) day period, otherwise Seller shall be  
9 deemed to have elected to cure or remove all of the Exceptions which are unacceptable to Buyer.  
10 If Seller elects not to cure or remove any Exceptions which are unacceptable to Buyer, Buyer  
11 shall then have until thirty (30) days prior to Closing to terminate this Contract by delivery of  
12 written notice of termination to Seller in accordance with Paragraph 19. If Buyer does not  
13 deliver to Seller such notice of termination within such time period, Buyer shall be deemed to  
14 have accepted the title proposed to be delivered by Seller.

15  
16                   6. Costs. Unless otherwise stated herein, each party shall pay one-half of the  
17 reasonable cost of closing services. Each party shall bear its own legal, accounting and other  
18 professional fees and costs in connection with this Contract.

19  
20                   7. Real Estate Taxes; Other Prorations. The parties acknowledge that Seller and  
21 Buyer are both tax-exempt governmental entities, and that no proration of the real estate taxes for  
22 the year of Closing shall be required. Usual and customary charges and expenses shall be  
23 prorated to date of Closing.

24  
25                   8. Possession. Possession of the Property shall be delivered to Buyer at Closing,  
26 subject to no leases or tenancies. At Closing the Property shall be in neat and clean condition,  
27 free of trash and debris.

28  
29                   9. Improvements. Buyer shall only construct those permanent improvements on the  
30 Property that were approved by Seller on July 24, 2007 and August 15, 2007. Additional  
31 permanent improvements to the Property shall be subject to paragraph 16 of this Agreement.

32  
33  
34                   10. Water Plant Investment Fees. Seller shall waive payment by Buyer of all water plant  
35 investment fees, however, Buyer shall pay Seller for all periodic water service fees for water  
36 used at the New Breckenridge Campus.

37  
38                   11. Seller's General Disclaimer. Notwithstanding the foregoing, Buyer acknowledges  
39 that the Property shall be conveyed and transferred "AS IS," "WHERE IS" and "WITH ALL  
40 FAULTS", and that Seller does not warrant or make any representations, express or implied,  
41 relating to the MERCHANTABILITY, quality, condition, suitability or FITNESS FOR ANY  
42 PURPOSE WHATSOEVER of the Property. Seller has no liability whatsoever to undertake any  
43 repairs, alterations, removal, remedial actions, or other work of any kind with respect to any  
44 portion of the Property. Buyer also acknowledges and agrees that the provisions in this Contract  
45 for inspection and investigation of the Property by Buyer should be, and are, adequate to enable

1 Buyer to make Buyer's own determination with respect to the merchantability, quality, condition,  
2 and suitability or fitness for any purpose of the Property.  
3

4 12. Buyer's Contingencies. The obligations of the Buyer hereunder are expressly  
5 contingent upon the Buyer's determination that the Property can be developed for its use as a  
6 college campus at a reasonable cost and within a reasonable time frame and an appropriation  
7 being made by the Buyer's governing body sufficient to complete such development.  
8

9 In the event Buyer shall give the Seller written notice of the nonfulfillment of such  
10 contingencies not later than thirty (30) days before Closing, this Contract shall terminate, and  
11 each party shall be released from any further obligation hereunder.  
12

13 13. Seller's Warranties. The Seller hereby warrants to Buyer that Seller knows of no  
14 condemnation or eminent domain proceeding pending or contemplated against the Property or  
15 any part thereof and that Seller is not now a party to any litigation affecting the Property or the  
16 Seller's right to sell the Property, or any part thereof, and the Seller knows of no litigation or  
17 threatened litigation affecting the Property, or any part thereof.  
18

19 Seller shall give Buyer written notice if any of these warranties become incorrect prior to  
20 Closing. If Seller gives written notice that any enumerated warranties have become incorrect, the  
21 Buyer may, at its election, upon giving Seller notice thereof within twenty (20) days following  
22 the Buyer's receipt of the notice, (i) terminate this Contract, in which event this Contract shall  
23 become null and void, and each party shall be released from any further obligations hereunder, or  
24 (ii) waive the change in warranty and proceed with the Closing hereunder.  
25

26 14. Risk of Loss Pending Closing. The Property shall be held at the risk of the Seller  
27 until legal title has passed and possession has been given to the Buyer.  
28

29 15. Real Estate Commission. Seller and Buyer each warrant and represent to the  
30 other that they have not used the services of any broker, agent or finder who would be entitled to  
31 a commission on account of this Contract or the consummation of the transaction contemplated  
32 hereby, and agree to defend, indemnify and save the other harmless from any commission or fee  
33 which may be payable to any broker, agent or finder with whom the indemnifying party has dealt  
34 in connection with this Contract. This indemnity obligation shall survive the termination of the  
35 Contract and continue to be enforceable thereafter.  
36

37 16. Future Improvements. For a period of twenty (20) years after Closing the  
38 provisions of Paragraph 4 of the Memorandum of Understanding between the parties dated  
39 March 14, 2007 (Memorandum of Understanding") shall apply to any proposed substantial  
40 addition to or expansion of the New Breckenridge Campus involving changes to any of the  
41 following elements of the New Breckenridge Campus: building footprint, parking, ingress and  
42 egress, walkways; building shapes and elevations, building and site components intended for  
43 shared public uses under paragraph 3.C of the Memorandum of Understanding, and exterior  
44 colors and materials, ~~drainage, detention, and grading.~~  
45

1 ~~17. Survival of Paragraph 5 of Memorandum of Understanding. In accordance with its~~  
2 ~~terms, paragraph 5 of the Memorandum of Understanding shall survive closing and shall be~~  
3 ~~enforceable thereafter in accordance with its terms.~~  
4

5 ~~18.~~ 17. Warning Concerning Special Taxing Districts. Special taxing districts may be  
6 subject to general obligation indebtedness that is paid by revenues produced from annual tax  
7 levies on the taxable property within such districts. Property owners in such districts may be  
8 placed at risk for increased mill levies and excessive tax burdens to support the servicing of such  
9 debt where circumstances arise resulting in the inability of such a district to discharge such  
10 indebtedness without such an increase in mill levies. Buyer should investigate the debt financing  
11 requirements of the authorized general obligation indebtedness of such districts, existing mill  
12 levies of such district servicing such indebtedness, and the potential for an increase in such mill  
13 levies.  
14

15 ~~9.~~ 18. Notices. All notices required or permitted under this Contract shall be given by  
16 registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial  
17 carrier delivery, or by telecopies, directed as follows:  
18

19 If intended for the Buyer, to:

20  
21 **Lin Stickler**

22 Colorado Mountain College ~~Foundation, Inc.~~, **Executive Vice President**

23 831 Grand Avenue

24 Glenwood Springs, Colorado 81601

25 Attn: \_\_\_\_\_

26 Telecopier number: (970) 947-8385

27 Telephone number: (970) 947-8321  
28

29 with a copy in each case (which shall not constitute notice) to:

30  
31 Beattie, Chadwick & Houpt, LLP

32 932 Cooper Avenue

33 Glenwood Springs, CO 81601

34 Telecopier number: (970) 945-8671

35 Telephone number: (970) 945-8659  
36

37 If intended for the Seller, to:

38  
39 Timothy J. Gagen

40 Town Manager

41 Town of Breckenridge

42 P.O. Box 168

43 150 Ski Hill Road

44 Breckenridge, Colorado 80424

45 Telecopier number: (970)547-3108

46 Telephone number: (970)453-2941

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

3  
4 Timothy H. Berry, Esq.  
5 Timothy H. Berry, P.C.  
6 131 West 5th Street  
7 P. O. Box 2  
8 Leadville, Colorado 80461  
9 Telecopier number: (719)486-3039  
10 Telephone number: (719)486-1889  
11

12 Any notice delivered by mail in accordance with this Paragraph shall be deemed to have  
13 been duly given and received on the second business day after the same is deposited in any post  
14 office or postal box regularly maintained by the United States postal service. Any notice  
15 delivered by telecopier in accordance with this Paragraph shall be deemed to have been duly  
16 given and received upon receipt if concurrently with sending by telecopier receipt is confirmed  
17 orally by telephone and a copy of said notice is sent by certified mail, return receipt requested,  
18 on the same day to that intended recipient. Any notice delivered by hand or commercial carrier  
19 shall be deemed to have been duly given and received upon actual receipt. Either party, by  
20 notice given as above, may change the address to which future notices may be sent.  
21

22 ~~20.~~ 19. Survival. ~~The provisions of Paragraph 5 of the Memorandum of~~  
23 Understanding, and Paragraphs 3, 9, 11, 9, 13, and 16 of this Contract shall survive Closing  
24 and shall not be merged upon the delivery and acceptance of the deed for the Property.  
25

26 ~~21.~~ 20. Miscellaneous.  
27

28 20.1 Full Agreement. This Contract contains the final and entire agreement  
29 between the parties and neither they nor their agents shall be bound by any terms, conditions or  
30 representations not herein written.

31 20.2 Time of the Essence. Time shall be of the essence of this Contract.

32 20.3 No Assignment. Neither party shall have the right to assign this Contract, or  
33 any interest therein, without the express written consent of the other party.

34 20.4 Authority. The individual executing this Contract on behalf of each party  
35 represents that he or she has all requisite powers and authority to cause his or her respective  
36 party to enter into this Contract and to bind that party to fully perform its obligations as set forth  
37 in this Contract.

38 20.5 Opportunity to Review. Both parties acknowledge having had the  
39 opportunity to participate in the drafting of this Contract. This Contract shall not be construed  
40 against either party based upon authorship.

41 ~~22.~~ 21. No Constitutional Debt. Buyer's and Seller's obligations under this Contract are  
42 subject to appropriation of funds, and shall not constitute a general obligation indebtedness or

1 multiple year direct or indirect debt or other financial obligation whatsoever within the meaning  
2 of the Constitution or laws of the State of Colorado.

3  
4 ~~23.~~ **22. Governmental Immunity.** Nothing in this Contract shall be deemed or construed  
5 to constitute a waiver of any provisions of the Colorado Governmental Immunity Act by either  
6 party.

7  
8 IN WITNESS WHEREOF, the parties hereto have executed this Contract of Sale on the  
9 date first above written.

10  
11 SELLER:

12  
13 TOWN OF BRECKENRIDGE, a Colorado  
14 municipal corporation

15  
16 By \_\_\_\_\_  
17 Timothy J. Gagen, Town Manager

18  
19 ATTEST:

20  
21 \_\_\_\_\_  
22 Mary Jean Loufek, Town Clerk

23  
24 BUYER:

25  
26 COLORADO MOUNTAIN COLLEGE  
27 FOUNDATION, INC., a Colorado  
28 nonprofit

29 corporation

30  
31  
32  
33 By: \_\_\_\_\_

34  
35 Title: \_\_\_\_\_  
36 **E. Alexandra Yajko, CEO**

**MEMO**

TO: Town Council

FROM: Town Attorney

RE: Annexation of Town's Iron Mask and Harold Placer Parcels

DATE: July 8, 2008 (for July 22<sup>nd</sup> meeting)

---

As you know, the Colorado Municipal Annexation Act allows a municipality to annex its own property using an abbreviated annexation process. So long as the required 1/6 contiguity exists, and certain other minimal statutory requirements are met, the municipality can annex its property without the need for an annexation petition and the typical sufficiency resolution, fact finding resolution, and public hearing process.

Several years ago the Town acquired two parcels of land near Shock Hill from the Colburn family. These parcels consist of a portion of the Iron Mask Lode (about 0.85 acres) and a separate portion of the Harold Placer (about 5.25 acres). Some of you will recall that after acquiring the Harold Placer property the Town conveyed a small tract of that land to Robin Theobald.

The required contiguity exists for the Town to annex both the Iron Mask and Harold Placer parcels, and the other statutory requirements for the annexation of the two parcels have been met. It seems appropriate to bring the two parcels under the Town's jurisdiction. Accordingly, enclosed with this memo are proposed annexation ordinances for the two parcels, as well as separate ordinances placing the two parcels in Land Use District 1.

I will be pleased to discuss these ordinances with you on July 22nd.

1                   **FOR WORKSESSION/FIRST READING – JULY 22**

2  
3                                   COUNCIL BILL NO. \_\_\_\_

4  
5   SERIES 2008

6  
7                   AN ORDINANCE ANNEXING TO THE TOWN OF BRECKENRIDGE CERTAIN REAL  
8                                   PROPERTY OWNED BY THE TOWN OF BRECKENRIDGE  
9   (Iron Mask Parcel)

10  
11                   WHEREAS, the Town of Breckenridge is the owner in fee of the hereafter described real  
12                   property; and

13  
14                   WHEREAS, the hereafter described real property is currently located in an  
15                   unincorporated area of Summit County, Colorado; and

16  
17                   WHEREAS, Section 31-12-106(3), C.R.S., provides that a municipality may annex by  
18                   ordinance municipally-owned real property without notice and hearing upon the determination  
19                   that the property is eligible for annexation under Sections 31-12-104(1)(a) and 31-12-105 of the  
20                   "Municipal Annexation Act of 1965", Part 1 of Article 12 of Title 31, C.R.S.; and

21  
22                   WHEREAS, it is the desire of the Town Council of the Town of Breckenridge to annex  
23                   the hereinafter described Town-owned property to the Town of Breckenridge.

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

27  
28                   Section 1. The Town Council of the Town of Breckenridge finds that the Town of  
29                   Breckenridge is the sole owner in fee of the real property described in Section 3 of this  
30                   ordinance, and that such property is not solely a public street or right-of-way.

31  
32                   Section 2. The Town Council hereby finds and concludes that the Town-owned real  
33                   property described in Section 3, below, is eligible for annexation to the Town of Breckenridge  
34                   under Sections 31-12-104(1)(a) and 31-12-105, C.R.S. Specifically, the Town Council finds,  
35                   determines and concludes that:

- 36  
37                   1.       Not less than one-sixth of the perimeter of the area to be annexed is  
38                                   contiguous with the existing boundaries of the Town of Breckenridge.  
39  
40                   2.       No annexation proceedings concerning the territory to be annexed have  
41                                   been commenced by another municipality.  
42  
43                   3.       The annexation of the subject real property will not result in the  
44                                   detachment of area from a school district.  
45

1                   4.       The annexation of the subject real property will not result in the extension  
2                   of the boundaries of the Town of Breckenridge more than three miles in  
3                   any direction from any point of such municipal boundary..  
4

5                   5.       The Town of Breckenridge has a plan in place for the area to be annexed.  
6

7                   Section 3. The following described real property is hereby annexed to and made a part of  
8 the Town of Breckenridge, Colorado, to wit:  
9

10                   A PORTION OF THE IRON MASK LODE CLAIM (U.S.M.S. SURVEY No.  
11                   16068) LOCATED IN THE SPAULDING MINING DISTRICT, AND  
12                   EMBRACING PORTIONS OF SECTIONS 25 AND 36, TOWNSHIP 6 SOUTH,  
13                   RANGE 78 WEST OF THE 6th PRINCIPAL MERIDIAN, AS PATENTED  
14                   AND DESCRIBED IN UNITED STATES PATENT RECORDED JANUARY  
15                   11, 1922 IN BOOK 105 AT PAGE 315, AND BEING MORE PARTICULARLY  
16                   DESCRIBED AS FOLLOWS:  
17

18                   BEGINNING AT A POINT ON THE 2-3 LINE OF SAID IRON MASK LODE  
19                   WHENCE THE SOUTHEAST CORNER OF SAID SECTION 25 BEARS  
20                   S80°46'22"E, 912.05 FEET DISTANT. SAID POINT ALSO BEING THE  
21                   NORTHWEST CORNER OF THE CLAIM JUMPER CONDOMINIUMS. A  
22                   SUBDIVISION AS FILED FOR RECORD IN THE OFFICE OF THE CLERK  
23                   AND RECORDER FOR SUMMIT COUNTY AT RECEPTION No. 159519.  
24

25                   THENCE; S60°46'00"W ALONG SAID 2-3 LINE, A DISTANCE OF 269.40  
26                   FEET TO CORNER No. 3.  
27

28                   THENCE; S29°30'44"E ALONG THE 3-4 LINE OF SAID IRON MASK LODE,  
29                   A DISTANCE OF 119.11 FEET TO A POINT ON THE 4-5 LINE OF THE  
30                   HIGH FIVE LODE U.S.M.S. No. 9325.  
31

32                   THENCE; N68°10'00"E ALONG SAID 4-5 LINE, A DISTANCE OF 239.84  
33                   FEET TO CORNER No. 5 OF SAID HIGH FIVE LODE.  
34

35                   THENCE; N60°46'00"E ALONG THE 5-6 LINE OF SAID HIGH FIVE LODE,  
36                   A DISTANCE OF 32.31 FEET TO THE SOUTHWEST CORNER OF SAID  
37                   CLAIMJUMPER CONDOMINIUMS.  
38

39                   THENCE; N29°31'11"W, A DISTANCE OF 150.01 FEET TO THE POINT OF  
40                   BEGINNING.  
41

42                   DESCRIBED PARCEL CONTAINING 36,794 SQ. FT. OR 0.8447 ACRES  
43                   MORE OR LESS.  
44

45                   Section 4. Within thirty (30) days after the effective date of this ordinance, the Town  
46 Clerk is hereby authorized and directed to:



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- A. File one copy of the annexation map with the original of the annexation ordinance in the office of the Town Clerk of the Town of Breckenridge, Colorado; and
- B. File for recording three certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the Summit County Clerk and Recorder.

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2008. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of \_\_\_\_\_, 2008, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

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

ATTEST:

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





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ATTEST:

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Mary Jean Loufek, CMC,  
Town Clerk



1           4.     The annexation of the subject real property will not result in the extension  
2                   of the boundaries of the Town of Breckenridge more than three miles in  
3                   any direction from any point of such municipal boundary..  
4

5           5.     The Town of Breckenridge has a plan in place for the area to be annexed.  
6

7           Section 3. The following described real property is hereby annexed to and made a part of  
8 the Town of Breckenridge, Colorado, to wit:  
9

10           A PORTION OF THE HAROLD PLACER MINING CLAIM (U.S.M.S.  
11           SURVEY No. 7924) LOCATED IN THE SPAULDING MINING DISTRICT,  
12           AND EMBRACING PORTIONS OF SECTIONS 25 AND 36, TOWNSHIP 6  
13           SOUTH, RANGE 78 WEST OF THE 6th PRINCIPAL MERIDIAN,  
14           PATENTED AND DESCRIBED IN UNITED STATES PATENT RECORDED  
15           DECEMBER 9, 1875 IN BOOK 47 AT PAGE 473, AND BEING MORE  
16           PARTICULARLY DESCRIBED AS FOLLOWS:  
17

18           BEGINNING AT CORNER No. 5 OF SAID HAROLD PLACER U.S.M.S. No.  
19           7924.  
20

21           THENCE; N25°44'00"W, ALONG THE 5-6 LINE OF SAID HAROLD  
22           PLACER, A DISTANCE OF 418.70 FEET.  
23

24           THENCE; S60°05'00"W, A DISTANCE OF 375.41 FEET TO A POINT ON  
25           THE 3-4 LINE OF SAID HAROLD PLACER.  
26

27           THENCE; S27°23'00"W, A DISTANCE OF 558.70 FEET TO CORNER 4 OF  
28           SAID HAROLD PLACER.  
29

30           THENCE; N68°10'00"E, A DISTANCE OF 823.20 FEET, TO CORNER No. 5  
31           THE PLACE OF BEGINNING.  
32

33           DESCRIBED PARCEL CONTAINING 228,594 SQ. FT. OR 5.2478 ACRES  
34           MORE OR LESS.  
35

36           Section 4. Within thirty (30) days after the effective date of this ordinance, the Town  
37 Clerk is hereby authorized and directed to:  
38

39           A.     File one copy of the annexation map with the original of the annexation  
40                   ordinance in the office of the Town Clerk of the Town of Breckenridge,  
41                   Colorado; and  
42

43           B.     File for recording three certified copies of the annexation ordinance and  
44                   map of the area annexed containing a legal description of such area with  
45                   the Summit County Clerk and Recorder.  
46



1                   **FOR WORKSESSION/FIRST READING – JULY 22**

2  
3                   COUNCIL BILL NO. \_\_\_\_\_

4  
5                   Series 2008

6  
7                   AN ORDINANCE PLACING RECENTLY ANNEXED  
8                   PROPERTY IN LAND USE DISTRICT 1  
9                   (Harold Placer Parcel)

10  
11           WHEREAS, the Town has recently annexed the hereinafter described real property to the  
12 Town; and

13  
14           WHEREAS, the Town is required by Section 31-12-115(2), C.R.S., to zone all newly  
15 annexed areas within ninety (90) days of annexation; and

16  
17           WHEREAS, the Town's Planning Commission has recommended that the recently  
18 annexed parcel be placed within Land Use District 1; and

19  
20           WHEREAS, the Town's Annexation Plan adopted pursuant to Section 31-12-105(1)(e),  
21 C.R.S., as updated and amended, indicates that the property should be placed in Land Use  
22 District 1; and

23  
24           WHEREAS, the Town Council finds and determines that the property should properly be  
25 placed in Land Use District 1.

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

29  
30           Section 1. The following described real property, to wit:

31  
32           A PORTION OF THE HAROLD PLACER MINING CLAIM (U.S.M.S.  
33 SURVEY No. 7924) LOCATED IN THE SPAULDING MINING DISTRICT,  
34 AND EMBRACING PORTIONS OF SECTIONS 25 AND 36, TOWNSHIP 6  
35 SOUTH, RANGE 78 WEST OF THE 6th PRINCIPAL MERIDIAN,  
36 PATENTED AND DESCRIBED IN UNITED STATES PATENT RECORDED  
37 DECEMBER 9, 1875 IN BOOK 47 AT PAGE 473, AND BEING MORE  
38 PARTICULARLY DESCRIBED AS FOLLOWS:

39  
40           BEGINNING AT CORNER No. 5 OF SAID HAROLD PLACER U.S.M.S. No.  
41 7924.

42  
43           THENCE; N25°44'00"W, ALONG THE 5-6 LINE OF SAID HAROLD  
44 PLACER, A DISTANCE OF 418.70 FEET.



1 THENCE; S60°05'00"W, A DISTANCE OF 375.41 FEET TO A POINT ON  
2 THE 3-4 LINE OF SAID HAROLD PLACER.

3  
4 THENCE; S27°23'00"W, A DISTANCE OF 558.70 FEET TO CORNER 4 OF  
5 SAID HAROLD PLACER.

6  
7 THENCE; N68°10'00"E, A DISTANCE OF 823.20 FEET, TO CORNER No. 5  
8 THE PLACE OF BEGINNING.

9  
10 DESCRIBED PARCEL CONTAINING 228,594 SQ. FT. OR 5.2478 ACRES  
11 MORE OR LESS.

12  
13 is hereby placed in Breckenridge Land Use District 1.

14  
15 Section 2. The Town staff is hereby directed to change the Town's official Land Use  
16 District Map to indicate that the abovedescribed property has been annexed and placed within  
17 Land Use District 43.

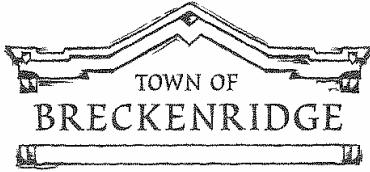
18  
19 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
20 PUBLISHED IN FULL this \_\_\_\_\_ day of \_\_\_\_\_, 2008. A Public  
21 Hearing on the Ordinance shall be held at the regular meeting of the Town Council of the Town  
22 of Breckenridge, Colorado, on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, at 7:30 p.m.  
23 or as soon thereafter as possible in the Municipal Building of the Town.

24  
25 TOWN OF BRECKENRIDGE, a Colorado  
26 municipal corporation

27  
28  
29  
30 By \_\_\_\_\_  
31 John G. Warner, Mayor

32  
33 ATTEST:

34  
35  
36  
37 \_\_\_\_\_  
38 Mary Jean Loufek, CMC,  
39 Town Clerk



---

## MEMORANDUM

**TO:** Town Council

**FROM:** Glen Morgan, Chief Building Official

**DATE:** July, 2008 for meeting of July 22, 2008

**SUBJECT: Elevator Inspection Program**

---

The North West Colorado Council of Governments (NWCCOG) has been carrying out elevator and escalator inspections on behalf of the Town since 1992. Recently SB 07-123 The Elevator and Escalator Act and SB 08-224 concerning Elevator and Escalator regulations were passed by the State.

The new regulations require any organization that approves and inspects Elevators and Escalators to enter into a Memorandum of Agreement (MOA) with the Division of Oil and Public Safety (OPS). NWCCOG has entered into a MOA with the State and has been identified as an Approved Authority Having Jurisdiction.

As a participant of the NWCCOG elevator inspection program the Town is not required to enter into it's own MOA with the OPS but will need to sign a new Letter of Agreement with NWCCOG which reflects the new requirements of the Act.

Attached for your information are copies of the proposed Letter of Agreement between the Town and NWCCOG and a proposed Resolution approving the Letter of Agreement.

1 **FOR WORKSESSION/ADOPTION – JULY 22**

2  
3 RESOLUTION

4  
5 SERIES 2008

6  
7 A RESOLUTION APPROVING A “LETTER OF AGREEMENT FOR THE LOCAL  
8 JURISDICTION REGULATION OF CONVEYANCES” WITH THE NORTHWEST  
9 COLORADO COUNCIL OF GOVERNMENTS

10  
11 WHEREAS, the Colorado Elevator and Escalator Certification Act (Title 9 of Article 5.5  
12 of the Colorado Revised Statutes) imposes certain duties and obligations upon the Town of  
13 Breckenridge with respect to elevators and escalators; and

14  
15 WHEREAS, a proposed “Letter Of Agreement For The Local Jurisdiction Regulation of  
16 Conveyances” between the Town and the Northwest Colorado Council of Governments has been  
17 prepared (“Letter of Agreement”), a copy of which is marked Exhibit “A”, attached hereto and  
18 incorporated herein by reference; and

19  
20 WHEREAS, pursuant to the proposed Letter of Agreement the Northwest Colorado  
21 Council of Governments will perform certain of the duties and obligations required of the Town  
22 pursuant to the Colorado Elevator and Escalator Certification Act; and

23  
24 WHEREAS, the Town Council has reviewed the proposed Letter of Agreement, and  
25 finds and determines that it would be in the best interest of the Town to enter into such  
26 agreement.

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

30  
31 Section 1. The proposed “Letter Of Agreement For The Local Jurisdiction Regulation of  
32 Conveyances” between the Town and the Northwest Colorado Council of Governments  
33 (“Exhibit "A" hereto) is approved, and the Town Manager is hereby authorized, empowered and  
34 directed to execute such Agreement for and on behalf of the Town of Breckenridge.

35  
36 Section 2. This resolution shall become effective upon its adoption.

37  
38 RESOLUTION APPROVED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

39 TOWN OF BRECKENRIDGE

40  
41  
42  
43  
44 By \_\_\_\_\_  
45 John G. Warner, Mayor





July 7, 2008

**MEMBER JURISDICTIONS**

City of Glenwood Springs

City of Steamboat Springs

Town of Carbondale

**EAGLE COUNTY**

Avon

Basalt

Eagle

Gypsum

Minturn

Red Cliff

Vail

**GRAND COUNTY**

Fraser

Granby

Grand Lake

Hot Sulphur Springs

Kremmling

Winter Park

**JACKSON COUNTY**

Walden

**PITKIN COUNTY**

Aspen

**SUMMIT COUNTY**

Breckenridge

Dillon

Frisco

Montezuma

Silverthorne

Glen Morgan  
Building Official  
Town of Breckenridge  
PO Box 168  
Breckenridge, CO 80424

Dear Mr. Morgan:

As you know, in 2007 SB 07-123 The Elevator and Escalator Act (“the Act”) was passed creating a State conveyance program. In 2008, SB 08-224 “Concerning Measures to Ease the Regulatory Burden of Compliance with the Elevator and Escalator Certification Act” was passed to assist with the implementation of the Act.

The Northwest Colorado Council of Governments (NWCCOG) has operated its Elevator Inspection Program (EIP) since 1992 and will continue to do so. However, NWCCOG does need to update its Letters of Agreement with each participating jurisdiction to come into compliance with the Act.

As a service to our member jurisdictions, NWCCOG has entered into a Memorandum of Agreement (MOA) with the Division of Oil and Public Safety (OPS), the division enforcing the Act, and has been identified as an Approved Authority Having Jurisdiction. Therefore, any jurisdiction participating in NWCCOG’s EIP is excused from entering into its own MOA with OPS. However, NWCCOG does need to update the Letters of Agreement with its participating jurisdictions to reflect the new requirements of the Act.

Attached are two copies of the updated Letter of Agreement between your jurisdiction and NWCCOG for the Elevator Inspection Program. Please have the appropriate person in your organization sign both copies of the agreement and mail them to NWCCOG, PO Box 2308, Silverthorne, CO 80498 by August 1, 2008.

If you have questions regarding the Letter of Agreement or the new laws resulting from this legislation, please contact me at 970-468-0295 ext. 123 or Gene Morse at 970-468-0295 ext. 108.

Sincerely,

Liz Mullen  
Assistant Executive Director

Enclosures

**LETTER OF AGREEMENT  
FOR THE LOCAL JURISDICTION REGULATION OF CONVEYANCES  
Pursuant to the Elevator and Escalator Certification Act  
Title 9 Article 5.5, Colorado Revised Statutes**

THIS LETTER OF AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_, 2008, between the Northwest Colorado Council of Governments (NWCCOG), PO Box 2308, Silverthorne, CO 80498 and Town of Breckenridge (Jurisdiction), PO Box 168, Breckenridge, CO 80424, collectively referred to as the "Parties."

**SECTION 1. RECITALS**

**1.1 Background**

- a) The Elevator and Escalator Certification Act (the Act), Title 9, Article 5.5, Sections 101 through 120, Colorado Revised Statutes (C.R.S.), declares that in order to ensure minimum safety standards throughout Colorado, the regulation of conveyances is a matter of statewide concern. The Act states that:
- (1) All conveyances in Colorado shall be registered with the Division of Oil & Public Safety (OPS);
  - (2) All conveyance contractors, mechanics and inspectors shall be licensed with OPS;
  - (3) All conveyances shall be installed, altered, repaired, serviced, and maintained according to Colorado adopted national safety standards; and
  - (4) A qualified local authority having jurisdiction (AHJ) may elect to enter into a Memorandum of Agreement (MOA) with OPS to regulate conveyances that are located within their jurisdiction territory. Following OPS' approval of the AHJ's conveyance standards and execution of this MOA, the AHJ will be considered an Approved AHJ.
- b) In 1992, Building Inspectors in Region XII approached the NWCCOG Board of Directors and requested the implementation of a regional elevator inspection program. After analyzing the need, costs and safety value of the program the NWCCOG Board decided that regional sponsorship is appropriate and the program will be a valuable service to the NWCCOG membership.
- c) NWCCOG has executed a MOA with OPS and is now considered an Approved AHJ. The Jurisdiction wishes to participate in NWCCOG'S Elevator Inspection Program (EIP). NWCCOG has entered into this Letter of Agreement with the Jurisdiction for the purposes of providing elevator inspection services.

**1.2 Purpose**

This agreement is entered into by the Parties for the following purposes:

- a) To identify the responsibilities of each party for ensuring the safety of conveyances within the Jurisdiction through compliance with the Act and all promulgated rules and regulations;
- b) To formalize the cooperative working relationships between the Parties; and,
- c) To provide procedures for communications, exchange of information and resolution of problems as necessary to carry out the provisions of the Act and all promulgated rules and regulations.

**SECTION 2. RESPONSIBILITIES**

**2.1 NWCCOG**

- a) NWCCOG will maintain an MOA with OPS and, thereby, be identified as an Approved AHJ.

- b) NWCCOG shall, in cooperation with the JURISDICTION and OPS, establish a schedule for the JURISDICTION to adopt standards listed in §9-5.5-112 (1), C.R.S. This schedule will include the requirement that the JURISDICTION adopt the following standards by December 31, 2010:
  - 1) ASME A17.1 – 2007
  - 2) ASME A17.3 – 2005
  - 3) ASME A18.1 – 2005
- c) Pursuant to §9-5.5-112 (3)(a), C.R.S., conveyances installed prior to July 1, 2008 are exempt from compliance with ASME A17.3, although NWCCOG, in cooperation with the OPS, shall require the implementation of any portion of ASME A17.3 necessary to mitigate a material risk to public safety.
- d) NWCCOG shall be responsible for issuance and enforcement of a Certificate of Operation for installation, alteration, operation, and maintenance of conveyances within its territory per §9-5.5-114, C.R.S.
- e) NWCCOG shall work with the Jurisdiction to review and determine the validity of all variance requests to the adopted standards in 2.1(b).
- f) NWCCOG shall obtain and keep current licensing from OPS for each of its Elevator Inspectors.
- g) NWCCOG shall be responsible for relaying all required conveyance information on an annual frequency, at a minimum, to the OPS.
- h) NWCCOG shall be responsible for immediately notifying OPS of any and all accidents resulting in injury to an individual that have been reported to NWCCOG.
- i) Pursuant to §9-5.5-111 (2)(a), C.R.S., NWCCOG may set fees and collect or contract the collection of these fees to offset the cost of plan review or inspection of conveyances located within the Approved AHJ territory. Fee amounts will be recommended by the EIP Advisory Committee and determined by the NWCCOG Board of Directors. Conveyance owners shall be notified of any adjustment of fees a minimum of thirty (30) days prior to the effective date of the change.
- j) NWCCOG is responsible for all accounting aspects of the program including invoicing building owners for inspections and collections.

## **2.2 JURISDICTION**

- a) The Jurisdiction shall, in cooperation with NWCCOG and OPS, establish a schedule for the Jurisdiction to adopt standards listed in §9-5.5-112 (1), C.R.S. This schedule will include the requirement that the Jurisdiction adopt the following standards by December 31, 2010:
  - ASME A17.1 – 2007
  - ASME A17.3 – 2005
  - ASME A18.1 – 2005
- b) Following the initial adoption of standards described in 2.2(a), the Jurisdiction agrees to remain current in adoption of future standard versions within 90 days from the date at which the OPS adopts the standard.
- c) The Jurisdiction shall be responsible for immediately notifying NWCCOG of any and all accidents resulting in injury to an individual that have been reported to JURISDICTION.
- d) The Jurisdiction may appoint one representative to serve on the NWCCOG EIP Advisory Committee that oversees the operating rules and fee schedules for the program and makes recommendations to the NWCCOG Board of Directors.

## **SECTION 3. TERMINATION**

Either party shall notify the other party in writing of their intent to terminate this Letter of Agreement. Such termination is effective 30 days following this notice.

## **SECTION 4. ADDITIONAL PROVISION**

### **4.1 Legal Authority**

The parties warrant that each possesses actual, legal authority to enter into this Letter of Agreement. The Parties further warrant that each has taken all actions required by its applicable law, procedures, rules, or by-laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Letter of Agreement and bind that party to its terms. The person or persons signing this Letter of Agreement, or any attachments or amendments hereto, also warrant(s) that such person(s) possesses actual, legal authority to execute this Letter of Agreement, and any attachments or amendments hereto, on behalf of that party.

### **4.2 Notice of Pending Litigation**

Unless otherwise provided for in this Letter of Agreement, the Jurisdiction shall notify NWCCOG within five (5) working days after being served with a summons, complaint, or other pleading in a case which involves any services provided under this Letter of Agreement and which has been filed in any federal or state court or administrative agency. The Jurisdiction shall immediately deliver copies of any such documents in accordance with Section 4.3 of this Letter of Agreement.

### **4.3 Notice Procedure**

All notices required or permitted to be given pursuant to this Letter of Agreement shall be in writing and shall be deemed given when personally served or three (3) days after deposit in the United States Mail, certified mail, return receipt requested, and addressed to the following parties or to such other addressee(s) as may be designated by a notice complying with the foregoing requirements.

#### **NORTHWEST COLORADO COUNCIL OF GOVERNMENTS:**

**Executive Director  
NWCCOG  
PO Box 2308  
Silverthorne, CO 80498  
970-468-0295**

**JURISDICTION:  
Building Official  
Town of Breckenridge  
PO Box 168  
Breckenridge, CO 80424  
970-453-2251**

### **4.4 Entire Understanding**

This Letter of Agreement is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved by the Parties.

### **4.5 Independent Contractor**

Neither NWCCOG nor any agent or employee of NWCCOG shall be or shall be deemed to be an agent or employee of the Jurisdiction.

### **4.6 Indemnification**

To the extent permitted by law, JURISDICTION shall indemnify, save, and hold harmless NWCCOG, its employees and agents, against any and all claims, damages, liability and court awards including costs,



expenses, and attorney fees and related costs, incurred as a result of any act or omission by JURISDICTION, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Letter of Agreement.

**4.7 Governmental Immunity Act**

No term or condition of this Letter of Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

NWCCOG:

JURISDICTION:

\_\_\_\_\_  
Gary Severson  
Executive Director  
NWCCOG

\_\_\_\_\_  
Name:  
Position:  
Jurisdiction: Town of Breckenridge

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## 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.*

### **JULY 2008**

Tuesday, July 22	Second Meeting of the Month
Friday, July 25	BMF Gala
Tuesday, July 29	Public Official Liability Training

### **August 2008**

Tuesday, August 12	First Meeting of the Month
Tuesday, August 26	Second Meeting of the Month
Thursday, August 28-29	CAST

### **OTHER MEETINGS**

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

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